Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Docket

Tuesday, May 28, 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

0558-24 Table of Motions: Council Work Session, May 14, 2024

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

0556-24 A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement related to Neighborhood Development Funds with Belleau Wood Neighborhood Association, Inc. ($1,000.00); Waterford II Homeowners Association, Inc. ($850.00); Firebrook Estates Homeowners Association, Inc. ($1,500.00); Friends of the Parks of Fayette County, Inc. ($507.00); Southpoint Residential Association, Inc. ($970.19); Stonewall Equestrian Estates Association, Inc. ($500.00); Stonewall Community Association, Inc. ($500.00); LFUCG Senior Intern Program ($4,400.00); Southland Jamboree Association, Inc. ($2,000.00); Moondance Foundation, Inc. ($1,700.00); Palomar Hills Community Association, Inc. ($1,000.00); Edyth J. Hayes Middle School PTSA ($1,000.00); Andover Neighborhood Association, Inc. C/o Allpoints Community Management ($2,500.00); Walnut Hill Club at Chilesburg Owners Association, Inc. ($2,500.00); The Fairways at Lakeside Community Association, Inc. ($2,500.00); Chilesburg Maintenance Association, Inc. ($2,000.00); “The Old Ladies Home” ($4,275.00); Aylesford Place Association, Incorporated ($1,916.00); Project Kids 1st LLC ($2,679.00); Georgetown Street Area Neighborhood

Association, Inc. ($950.00); Junior League of Lexington ($1,000.00); Lakeview Islands and Maintenance Association, Inc. ($1,069.08); Fairway Neighborhood Association, Inc. ($2,000.00); Henry Clay Memorial Foundation ($2,000.00); Opera House Square Townhouses Corporation ($650.00); Pearlz of Wisdom Inc. ($2,000.00); Community Inspired Lexington Inc. ($1,000.00); African American Arts Association Inc. ($500.00); Lyric Theatre and Cultural Arts Center Corporation ($1,500.00); Sunrise Children's Services, Inc. ($500.00); the Salvation Army ($1,000.00); Lexington Housing for the Handicapped, Inc. ($1,000.00); LFUCG Div. of Planning ($3,000.00); Unity in the Community Inc. ($500.00); Lexington Housing for the Handicapped, Inc. ($200.00); Greenbrier Residents, Inc. ($1,500.00); Attitude of Gratitude Foundation, Inc. ($500.00); Lexington Leadership Foundation, Inc. ($1,050.00); Northside Common Market Corporation ($500.00); Phoenix Rising Lexington Ky., Inc. ($300.00); William Wells Brown Neighborhood Association, Inc. ($700.00); Bryan Station High School Alumni Association, Inc. ($300.00); Magnolia Run Carriage Homes, Inc. ($500.00); Highlands Neighborhood Association, Inc. ($1,000.00); Georgetown Street Area Neighborhood Association, Inc. ($2,500.00); Masterson Equestrian Trust Foundation, Inc. ($1,000.00); Step by Step, Inc. ($1,000.00); St. Martin's Village Neighborhood Association, Inc. ($1,725.00); Operation Be You, Inc. ($1,445.50); Stars Inc. ($1,245.50); Bryan Station High School Alumni Association, Inc. ($1,000.00); Eastland Parkway Neighborhood Association, Inc. ($1,795.00); Greenhouse17, Inc. ($1,100.00); Girl Scouts of Ky.'s Wilderness Rd. Council, Inc. ($1,223.25), for the Office of the Urban County Council, at a cost not to exceed the sum stated. [Council Office, Hall]

0557-24 A Resolution authorizing and approving the transfer of Council Capital Projects funds in the amount of $13,495.36 to the Div. of Streets and Roads for the completion of paving work associated with a water quality project in the Castlegate Neighborhood. [Council Office, Hall]

0559-24 Presentation: BMWA Trip, Huntsville, AL

XI. Council Reports

XII. Public Comment - Issues Not on Agenda

XIII. Adjournment

Administrative Synopsis - New Business Items

a **0530-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 1 to the Contract with Crom, LLC, for Town Branch Wastewater Treatment Plant Concrete Channel Repairs, for the Div. of Water Quality, decreasing the Contract by the sum of $343,177.46, from $2,995,420.00 to $2,652,242.54. [Div. of Water Quality, Martin]

b **0549-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement with the Ky. Transportation Cabinet (KYTC), delegating responsibility for operation and maintenance costs for traffic signals and electrical traffic control devices on the State Primary Rd. System in Fayette County, which shall be reimbursed by KYTC up to $426,000. [Div. of Traffic Engineering, Neal]

c **0551-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Memorandum of Agreement with Bluegrass Community and Technical College for Fire personnel to earn college credits at a cost not to exceed $100,000. [Div. of Fire and Emergency Services, Wells]

d **0554-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute the Engineering Services Agreement (awarded pursuant to RFP No. 31-2024) with All4 LLC for Osha Compliance Program Management, for the Div. of Water Quality, at a cost not to exceed $337,000. [Div. of Water Quality, Martin]

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0558-24

File ID:	0558-24	**Type:**	Summary	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	05/23/2024
File Name:	Table of Motions: Council Work Session, May 14, 2024			**Final Action:**	05/28/2024
Title:	Table of Motions: Council Work Session, May 14, 2024				
Notes:					
Sponsors:				**Enactment Date:**	
Attachments:	TOM 05.14.24			**Enactment Number:**	
Deed #:				**Hearing Date:**	
Drafter:				**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	05/28/2024	Approved				Pass

Text of Legislative File 0558-24

Title

Table of Motions: Council Work Session, May 14, 2024

URBAN COUNTY COUNCIL
WORK SESSION
TABLE OF MOTIONS
May 14, 2024

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

I. Public Comment – Issues on Agenda

II. Requested Rezonings/Docket Approval

Motion by Wu to approve the May 16, 2024 Council Meeting Docket, as amended. Seconded by Plomin. Motion passed without dissent.

Motion by J. Brown to place on the docket for the May 16, 2024 Council Meeting a resolution authorizing and directing the mayor, on behalf of the Urban County Government, to execute Addendum 1 to the Pharmacy Service Agreement with On-Site Rx, Inc. regarding credit card processing at the City Employee Pharmacy, the cost of which depends upon the volume of credit card transactions. Seconded by Plomin. Motion passed without dissent.

III. Approval of Summary

Motion by Ellinger to approve the May 7, 2024 Work Session Summary. Seconded by Gray. Motion passed without dissent.

IV. Budget Amendments

V. Budget Adjustments – For Information Only

VI. New Business

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

VII. Continuing Business/Presentations

Motion by Reynolds to approve an ordinance prohibiting the sale of dogs and cats by retail pet stores, as amended. Seconded by Wu. Motion passed 13 – 1 (Aye: Wu, J. Brown, Ellinger II, Fogle, Lynch, LeGris, Monarrez, Sheehan, Gray, Baxter, Sevigny, Reynolds, Plomin. Nay: F. Brown.)

Motion by Sevigny to amend the ordinance prohibiting the sale of dogs and cats by retail pet stores, changing the effective date from Thirty (30) days following passage of Council to November 1, 2024. Seconded by Ellinger II. Motion passed without dissent.

Motion by Gray to amend the ordinance prohibiting the sale of dogs and cats by retail pet stores by removing the second WHEREAS (paragraph 2 on page 28). Seconded by Monarrez.

Motion failed 5 - 9 (Aye: Ellinger II, Lynch, Monarrez, Gray, F. Brown. Nay: Wu, J. Brown, Fogle, LeGris, Sheehan, Baxter, Sevigny, Reynolds, Plomin.).

Motion by F. Brown to amend the ordinance prohibiting the sale of dogs and cats by retail pet stores by removing Sec. 4-13.1 – Sale of dogs and cats in public spaces prohibited (page 31-32). Seconded by Gray. Motion failed 3 – 10 (Aye: Monarrez, Gray, F. Brown. Nay: Wu, J. Brown, Ellinger II, Fogle, Lynch, LeGris, Sheehan, Sevigny, Reynolds, Plomin.).

Motion by Gray to table the ordinance prohibiting the sale of dogs and cats. Seconded by F. Brown. Motion failed 6 – 8 (Aye: Ellinger II, Lynch, Monarrez, Gray, F. Brown, Baxter. Nay: Wu, J. Brown, Fogle, LeGris, Sheehan, Sevigny, Reynolds, Plomin.)

Motion by LeGris to place on the docket for the May 16, 2024 Council Meeting a resolution approving the FY2025 budget for the Downtown Lexington Management District. Seconded by J. Brown. Motion passed without dissent.

Motion by LeGris to schedule the required public hearing related to the FY2025 budget for the Downtown Lexington Management District at the regularly scheduled Council Meeting, June 13, 2024. Seconded by Reynolds. Motion passed without dissent.

Motion by J. Brown to place on the docket for the May 16, 2024 Council Meeting a resolution approving the FY2025 budget of Lextran and requesting that the Commissioner of Finance authorize the Fayette County Sheriff's Office to disburse the funds to Lextran collected from the ad valorem tax. Seconded by Ellinger II. Motion passed without dissent.

VIII. Council Reports

IX. Mayor's Report

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

X. Mayor's Report – Price Contract Bid Recommendations

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

XI. Public Comment – Issues Not on Agenda

XII. Adjournment

Motion by Baxter to adjourn at 5:39 p.m. Seconded by Lynch. Motion passed without dissent.

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0556-24

File ID:	0556-24	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	156-2024	**In Control:**	Urban County Council
				File Created:	05/23/2024
File Name:	NDF List 5/28/24			**Final Action:**	06/13/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement related to Neighborhood Development Funds with Belleau Wood Neighborhood Association, Inc. ($1,000.00); Waterford II Homeowners Association, Inc. ($850.00); Firebrook Estates Homeowners Association, Inc. ($1,500.00); Friends of the Parks of Fayette County, Inc. ($507.00); Southpoint Residential Association, Inc. ($970.19); Stonewall Equestrian Estates Association, Inc. ($500.00); Stonewall Community Association, Inc. ($500.00); LFUCG Senior Intern Program ($4,400.00); Southland Jamboree Association, Inc. ($2,000.00); Moondance Foundation, Inc. ($1,700.00); Palomar Hills Community Association, Inc. ($1,000.00); Edyth J. Hayes Middle School PTSA ($1,000.00); Andover Neighborhood Association, Inc. C/o Allpoints Community Management ($2,500.00); Walnut Hill Club at Chilesburg Owners Association, Inc. ($2,500.00); The Fairways at Lakeside Community Association, Inc. ($2,500.00); Chilesburg Maintenance Association, Inc. ($2,000.00); “The Old Ladies Home” ($4,275.00); Aylesford Place Association, Incorporated ($1,916.00); Project Kids 1st LLC ($2,679.00); Georgetown Street Area Neighborhood Association, Inc. ($950.00); Junior League of Lexington ($1,000.00); Lakeview Islands and Maintenance Association, Inc. ($1,069.08); Fairway Neighborhood Association, Inc. ($2,000.00); Henry Clay Memorial Foundation ($2,000.00); Opera House Square Townhouses Corporation ($650.00); Pearlz of Wisdom Inc. ($2,000.00); Community Inspired Lexington Inc. ($1,000.00); African American Arts Association Inc. ($500.00); Lyric Theatre and Cultural Arts Center Corporation ($1,500.00); Sunrise Children’s Services, Inc. ($500.00); the Salvation Army ($1,000.00); Lexington Housing for the Handicapped, Inc. ($1,000.00); LFUCG Div. of Planning ($3,000.00); Unity in the Community Inc. ($500.00); Lexington Housing for the Handicapped, Inc. ($200.00); Greenbrier Residents, Inc. ($1,500.00); Attitude of Gratitude Foundation, Inc. ($500.00); Lexington Leadership Foundation, Inc. ($1,050.00); Northside Common Market Corporation ($500.00); Phoenix Rising Lexington Ky., Inc. ($300.00); William Wells Brown Neighborhood Association, Inc. ($700.00); Bryan Station High School Alumni Association, Inc. ($300.00); Magnolia Run Carriage Homes, Inc. ($500.00); Highlands Neighborhood Association, Inc. ($1,000.00); Georgetown Street Area Neighborhood Association, Inc.

($2,500.00); Masterson Equestrian Trust Foundation, Inc. ($1,000.00); Step by Step, Inc. ($1,000.00); St. Martin's Village Neighborhood Association, Inc. ($1,725.00); Operation Be You, Inc. ($1,445.50); Stars Inc. ($1,245.50); Bryan Station High School Alumni Association, Inc. ($1,000.00); Eastland Parkway Neighborhood Association, Inc. ($1,795.00); Greenhouse17, Inc. ($1,100.00); Girl Scouts of Ky.'s Wilderness Rd. Council, Inc. ($1,223.25), for the Office of the Urban County Council, at a cost not to exceed the sum stated. [Council Office, Hall]

Notes: chilesburg maintenance
girl scouts
Fairway Neighborhood asso.
henry clay memorial
aylesford place
step by step
lyric theatre
old ladies
Community inspired
Sunrise Children's
Bryan High School Alumni
Palomar Hills
Masterson Equestrian
Walnut Hill @ Chilesburg
African American Arts
Stonewall Equestrian
Salvation Army
Stonewall Community
Fairways at Lakeside
GreenHouse 17
Lexington Housing for handicapped
Greenbriar
William Wells Brown
Operation be YOu
Edythe J .Hayes
Firebrook estates
Friends of the Parks in Fayette Co.
opera house square townhouses
moondance
unity in the community
Phoenix Rising
Belleau Wood
Waterford II
Project Kids first
Northside Common Market
Southpoint Residential
Georgetown St. Area
Pearlz of Wisdom
HIghlandsNeighborhood Asso.
Junior LEague
Lexington Leadership
Lexington Housing for Handicapped
Bryan High School Alumni
STARS, Inc.
Southland Jamboree

St. Martin's Village Neighborhood
LakeView Islands Security
Eastland Parkway Neighborhood Assoc.
Attitude of Gratitude
Magnolia Run Carriage Homes

Sponsors:

Enactment Date: 06/13/2024

Attachments: NDF List 5.28.24, RESO 0556-24 NDF List 5-28-24 4882-8231-1106 v.1.docx, R-293-2024, Contract #156-2024 -Girl Scouts of KY Wilderness Rd Council, Contract #156-2024 - Fairway Neighborhood, Contract #156-2024 -Henry Clay Memorial Foundation, Contract #156-2024 - Aylesford Place, Contract #156-2024 - Step by Step, Contract #156-2024 -Lryic Theatre and Cultural Arts, Contract #156-2024 -Old Ladies Home, Contract #156-2024 - Community Inspired Lexington, Contract #156-2024 -Sunrise Childrens Services, Contract #156-2024 - Bryan Station Alumni, Contract #156-2024 - Palomar Hills Community, Contract #156-2024 - Walnut Hill Club at Chilesburg, Contract #156-2024 - Masterson Equestrian Trust, Contract #156-2024 - African American Arts, Contract #156-2024 - Stonewall Equestrian Estates, Contract #156-2024 -Salvation Army, Contract #156-2024 -Stonewall Community Association, Contract #156-2024 -Fairways at Lakeside, Contract #156-2024 - Greenhouse 17, Contract #156-2024 -Lexington Housing for the Handicapped, Contract #156-2024 - Greenbriar, Contract #156-2024 - William Wells Brown, Contract #156-2024 - Edythe J Hayes Middle School PTSA, Contract #156-2024 - Firebrook Estates, Contract #156-2024- Friends of the Park, Contract #156-2024 -Opera House Square, Contract #156-2024 -Unity in the Community, Contract #156-2024 - Moondance Foundation, Contract #156-2024 - Chilesburg Maintenance, Contract #156-2024 - Operation Be You, Contract #156-2024 -Bellaeu Wood, Contract #156-2024 -Phoneix Rising Lexington, Contract #156-2024-Project Kids 1st, Contract#156-2024 - Northside Common Market, Contract #156-2024 -Waterford II Homewoners Association, Contract #156-2024-Southpoint Residential, Contract #156-2024 Georgetown, Contract #156-2024 Highlands Neighborhood, Contract #156-2024 -Jr. Leauge of Lex, Contract #156-2024 - Lex Leadership Foundation, Contract #156-2024 - Lex Housing for Handicapped, Contract #156-2024 - Bryan Station HS Alumni, Contract #156-2024 -Southland Jamoboree, Contract #156-2024- STARS, Contract #156-2024 - St.Martin's Village, Conrract #156-2024 -Lakeview Islands Security & Maint, Contract #156-2024 - Pearlz of WIsdom, Contract #156-2024 -Georgtown Street Area, Contract #156-2024 -Eastland Neighborhood Pkwy, Contract #156-2024,

Enactment Number: R-293-2024

Contract #156-2024 (2)

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	05/28/2024	Approved and Referred to Docket	Urban County Council	06/13/2024		Pass
1	Urban County Council	06/13/2024	Received First Reading	Urban County Council	06/13/2024		
1	Urban County Council	06/13/2024	Suspended Rules for Second Reading				Pass
1	Urban County Council	06/13/2024	Approved				Fail

Text of Legislative File 0556-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement related to Neighborhood Development Funds with Belleau Wood Neighborhood Association, Inc. ($1,000.00); Waterford II Homeowners Association, Inc. ($850.00); Firebrook Estates Homeowners Association, Inc. ($1,500.00); Friends of the Parks of Fayette County, Inc. ($507.00); Southpoint Residential Association, Inc. ($970.19); Stonewall Equestrian Estates Association, Inc. ($500.00); Stonewall Community Association, Inc. ($500.00); LFUCG Senior Intern Program ($4,400.00); Southland Jamboree Association, Inc. ($2,000.00); Moondance Foundation, Inc. ($1,700.00); Palomar Hills Community Association, Inc. ($1,000.00); Edyth J. Hayes Middle School PTSA ($1,000.00); Andover Neighborhood Association, Inc. C/o Allpoints Community Management ($2,500.00); Walnut Hill Club at Chilesburg Owners Association, Inc. ($2,500.00); The Fairways at Lakeside Community Association, Inc. ($2,500.00); Chilesburg Maintenance Association, Inc. ($2,000.00); “The Old Ladies Home” ($4,275.00); Aylesford Place Association, Incorporated ($1,916.00); Project Kids 1st LLC ($2,679.00); Georgetown Street Area Neighborhood Association, Inc. ($950.00); Junior League of Lexington ($1,000.00); Lakeview Islands and Maintenance Association, Inc. ($1,069.08); Fairway Neighborhood Association, Inc. ($2,000.00); Henry Clay Memorial Foundation ($2,000.00); Opera House Square Townhouses Corporation ($650.00); Pearlz of Wisdom Inc. ($2,000.00); Community Inspired Lexington Inc. ($1,000.00); African American Arts Association Inc. ($500.00); Lyric Theatre and Cultural Arts Center Corporation ($1,500.00); Sunrise Children’s Services, Inc. ($500.00); the Salvation Army ($1,000.00); Lexington Housing for the Handicapped, Inc. ($1,000.00); LFUCG Div. of Planning ($3,000.00); Unity in the Community Inc. ($500.00); Lexington Housing for the Handicapped, Inc. ($200.00); Greenbrier Residents, Inc. ($1,500.00); Attitude of Gratitude Foundation, Inc. ($500.00); Lexington Leadership Foundation, Inc. ($1,050.00); Northside Common Market Corporation ($500.00); Phoenix Rising Lexington Ky., Inc. ($300.00); William Wells Brown Neighborhood Association, Inc. ($700.00); Bryan Station High School Alumni Association, Inc. ($300.00); Magnolia Run Carriage Homes, Inc. ($500.00); Highlands Neighborhood Association, Inc. ($1,000.00); Georgetown Street Area Neighborhood Association, Inc.

($2,500.00); Masterson Equestrian Trust Foundation, Inc. ($1,000.00); Step by Step, Inc. ($1,000.00); St. Martin's Village Neighborhood Association, Inc. ($1,725.00); Operation Be You, Inc. ($1,445.50); Stars Inc. ($1,245.50); Bryan Station High School Alumni Association, Inc. ($1,000.00); Eastland Parkway Neighborhood Association, Inc. ($1,795.00); Greenhouse17, Inc. ($1,100.00); Girl Scouts of Ky.'s Wilderness Rd. Council, Inc. ($1,223.25), for the Office of the Urban County Council, at a cost not to exceed the sum stated. [Council Office, Hall]

..Summary

Organization:
Belleau Wood Neighborhood Association
Ron Sallee
3921 Forest Green Drive
Lexington, KY 40517
Purpose:
For landscaping, annual picnic, and yard of the month prizes
Amount:
$ 1,000.00

Organization:
Waterford II Homeowners Association
Traci Doleman
4080 Clearwater Way
Lexington, KY 40515
Purpose:
For landscaping, and clean up
Amount:
$ 850.00

Organization:
Firebrook Estates Homeowners Association
Vickie Holmberg
4740 Firebrook Blvd.
Lexington, KY 40513
Purpose:
To assist with replacing broken wooden bench and adding an additional bench along trail
Amount:
$ 1,500.00

Organization:
Friends of the Parks of Fayette Co., Inc.
Sandy Shafer
206 E. Vista
Lexington, KY 40503
Purpose:
For improvements at Dogwood Park including installation of a Lost and Found box and purchase of basketball and repairs of the community bulletin board
Amount:
$ 507.00

Organization:
Southpoint Residential Association Inc.
Jeff Wolfe
201 Bittersweet Way
Lexington, KY 40515
Purpose:
For mulching and beautification
Amount:
$ 970.19

Organization:
Stonewall Equestrian Estates
Don Harbor
794 Cindy Blair Way
Lexington, KY 40503
Purpose:
To assist with the purchase of shrubs/landscaping and flowers for neighborhood entranceway
Amount:
$ 500.00

Organization:
Stonewall Community Association
Kim Justus
3453 Lannette Lane
Lexington, KY 40503
Purpose:
To assist with purchase of yard signs for event announcements, holiday decorations, food for annual neighborhood dinner and landscape and mulch
Amount:
$ 500.00

Organization:
LFUCG - Senior Intern Program
1101-606102-6063-75102
Lexington, KY
Kristy Stambaugh
Purpose:
This is the 38th year of the Program in which over 500 citizens have spent the week learning more about government
Amount:
$ 4,400.00

Organization:
Southland Jamboree Association Inc
PO Box 910603
Lexington, KY 40591
Beth Tibbitts
Purpose:
For costs associated with bands and sound technicians for their free weekly concert series this summer at Moondance Amphitheater

Amount:
$ 2,000.00

Organization:
Moondance Foundation Inc
1152 Monarch Street
Lexington, KY 40513
Chris Woodall
Purpose:
To assist in the development of the website
Amount:
$ 1,700.00

Organization:
Palomar Hills Community Association
4025 Palmetto Drive
Lexington, KY 40513
Melanie Allen
Purpose:
To assist with replacement of a gazebo at the PHCA Park
Amount:
$ 1,000.00

Organization:
Edythe J. Hayes Middle School PTSA
260 Richardson Place
Lexington, KY 40509
Carla Mack
Purpose:
To assist with the transportation for the annual college Rd. trip
Amount:
$ 1,000.00

Organization:
Andover Neighborhood Association c/o Allpoints Community Management
141 Prosperous Place, Suite 21
Lexington, KY 40509
Jared Gibson
Purpose:
To assist with upgrading signs in the neighborhood
Amount:
$ 2,500.00

Organization:
Walnut Hill Club at Chilesburg
604 Durning Road
Lexington, KY 40509
Mike Burnside
Purpose:

To assist with bridge repairs in the common area

Amount:

$ 2,500.00

Organization:

Fairways at Lakeside Neighborhood Association
3693 Park Pointe Drive
Lexington, KY 40509
Robin Gall

Purpose:

To assist with power washing and painting the fence along the entrance of the neighborhood

Amount:

$ 2,500.00

Organization:

Chilesburg Maintenance Association
Susan Voglesong
1795 Alysheba Way Ste. 4206
Lexington, KY 40509

Purpose:

To assist with upgrading landscaping items in common areas

Amount:

$ 2,000.00

Organization:

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

Purpose:

For updates to electrical panels on the property

Amount:

$ 4,275.00

Organization:

Aylesford Place Association Inc
Greg Guenthner
128 Ransom Ave
Lexington, KY 40507

Purpose:

For beautification efforts at Woodland Triangle

Amount:

$ 1,916.00

Organization:

Project Kids 1st
Nick Cooper
465 Curry Ave.
Lexington, KY 40508

Purpose:

For the 4th of July celebration for community children and their families

Amount:

$ 2,679.00

Organization:

Georgetown Street Area Neighborhood Assoc., Inc.
Marcia Marshell
PO Box 11382
Lexington, KY 40575

Purpose:

For the repair of the marquee at Douglass Park

Amount:

$ 950.00

Organization:

Junior League of Lexington
Jenna Lowe
PO Box 687
Lexington, KY 40588

Purpose:

For LFUCG sponsorship of the annual Holly Day Market event and Centennial Gala

Amount:

$ 1,000.00

Organization:

Lakeview Islands Security & Maintenance Assoc. Inc
Darrin Pettit
PO Box 22195
Lexington, KY 40522

Purpose:

To assist with installation of 21 mounted lights along the causeway; 16 lights along designated treeson the causeways sidewalk; and 12 rail mounted lights on the rail across the bridge

Amount:

$ 1,069.08

Organization:

Fairway Neighborhood Association
300 Holiday Rd
Lexington, KY 40502
Gwen Potter

Purpose:

For the replacement of 2 damaged trees and landscaping in the Kingsway Drive circle

Amount:

$ 2,000.00

Organization:

Henry Clay Memorial Foundation
120 Sycamore Rd
Lexington, KY 40502

Jim Clark

Purpose:

To offset the unexpected cost of repairing the ADA wheelchair ramp located on the property

Amount:

$ 2,000.00

Organization:

Opera House Square Townhouses Corp.
541 West Short St. Unit 40
Lexington, KY 40507
Gina Greathouse

Purpose:

For a community beautification project to restore shrubs, trees, and plants for their neighborhood

Amount:

$ 650.00

Organization:

Pearlz of Wisdom, Inc.
833 Vermillion Peak Pass
Lexington, KY 40515
Hadiyah Newbern

Purpose:

For application fees, school supplies, housewares and dorm supplies, and books to assist students as they get set up at college

Amount:

$ 2,000.00

Organization:

Community Inspired Lexington Inc.
348 E. Main St.
Lexington, KY 40507
Rebecca Webb

Purpose:

For an American Red Cross training to certify lifeguards on basic swimming and safety skills

Amount:

$ 1,000.00

Organization:

African American Arts Association
945 Delaware Ave.
Lexington, KY 40505
Leslie Evans

Purpose:

For transportation for the Alpha Program/KACT summer field trip and materials for the Alpha Program and classes

Amount:

$ 500.00

Organization:

Lyric Theatre and Cultural Arts Center
300 E. Third St.
Lexington, KY 40508
Christian Adair
Purpose:
To pay performers for the Juneteenth celebration
Amount:
$ 1,500.00

Organization:
Sunrise Children's Services
300 Hope Street, PO Box 1429
Mt. Washington, KY 40047
Jake Pelfrey
Purpose:
For expenses associated with the Sunrise Independent Living Program for 18 - 21 year olds who have aged out of foster care
Amount:
$ 500.00

Organization:
The Salvation Army
Kendall Anderson
736 West Main Street
Lexington, KY 40507
Purpose:
For ongoing operations
Amount:
$ 1,000.00

Organization:
Lexington Housing for the Handicapped, Inc.
Amy Brown
507 Rogers Road
Lexington, KY 40505
Purpose:
For ongoing operations, including groceries, utilities, etc.
Amount:
$ 1,000.00

Organization:
LFUCG - Division of Planning
Jim Duncan
1101-160701-0001-74101
Lexington, KY
Purpose:
To send staff to conferences for professional development
Amount:
$ 3,000.00

Organization:
Unity in the Community
Jonathan Richardson
3527 Huffman Mill Pike
Lexington, KY 40511
Purpose:
For a community cookout for youth under 18 impacted by gun violence
Amount:
$ 500.00

Organization:
Lexington Housing for the Handicapped, Inc.
Amy Brown
507 Rogers Road
Lexington, KY 40505
Purpose:
For the Bob Brown House golf scramble fundraiser
Amount:
$ 200.00

Organization:
Greenbriar Residents Inc
Mariana Marye
1796 Bahama Rd
Lexington, KY 40509
Purpose:
For their spring planting costs for neighborhood beautification to the entrance of the neighborhood
Amount:
$ 1,500.00

Organization:
Attitude of Gratitude Foundation
Josh Lynch
932 Cherrywood Dr.
Lexington, KY 40515
Purpose:
To assist with their ongoing mission to offer financial aid Grants to those adopting domestically or internationally

Amount:
$ 500.00

Organization:
Lexington Leadership Foundation
436 Georgetown Street
Lexington, KY 40508
Jared Sloan
Purpose:
For expenses associated with the Fatherhood Initiative annual Father's Day celebration and Men's Prayer breakfast
Amount:

$ 1,050.00

Organization:
Northside Common Market
101 W. Loudon Ave. Ste. 150
Lexington, KY 40508
Adina Tatum
Purpose:
To assist with expenses related to East End Nights
Amount:
$ 500.00

Organization:
Phoenix Rising Lexington
1450 North BRd.way
Lexington, KY 40508
Travis Robinson
Purpose:
To assist with expenses related to the 9th annual Legacy event
Amount:
$ 300.00

Organization:
William Wells Brown Neighborhood Association
PO Box 54988
Lexington, KY 40555
Robert Hodge
Purpose:
To assist with 2024 back to school carnival
Amount:
$ 700.00

Organization:
Bryan Station High School Alumni Association
1073 Lane Allen Rd
Lexington, KY 40504
John Hiler
Purpose:
To assist with expenses related to the annual golf scramble
Amount:
$ 300.00

Organization:
Magnolia Run Carriage Homes
557 Goldon Trophy Trail
Lexington, KY 40514
George Weber
Purpose:
To assist with the purchase of motion detection lights and security cameras

Amount:
$ 500.00

Organization:
Highlands Neighborhood Association
1974 Parallel Rd
Lexington, KY 40511
Stephanie Sobleski
Purpose:
To support neighborhood improvements, including mowing services and a refrigerator purchase for the neighborhood shelter
Amount:
$ 1,000.00

Organization:
Georgetown Street Area Neighborhood Assoc., Inc.
PO Box 11382
Lexington, KY 40575
Marcia Marshell
Purpose:
To support community jazz nights at DouglassPark occurring during summer 2024
Amount:
$ 2,500.00

Organization:
Masterson Equestrian Trust Foundation, Inc.
Shelley Ryan
PO Box 12042
Lexington, KY 40580
Purpose:
To purchase tires for field tractor used for mowing horse grounds
Amount:
$ 1,000.00

Organization:
Step by Step, Inc
Tanya Torp
PO Box 593
Lexington, KY 40502
Purpose:
To support the transportation, childcare, and Program expenses for Program graduates to attend a training and development Program
Amount:
$ 1,000.00

Organization:
St. Martin's Village Neighborhood Association
Michelle Davis
1033 St. Martin's Ave.
Lexington, KY 40511

Purpose:
To support neighborhood improvements, including purchase of bricks and pavers
Amount:
$ 1,725.00

Organization:
Operation Be You, Inc.
Roberta Davis
PO Box 1226
Georgetown, KY 40324
Purpose:
To support attendance at an empowerment conference for the Black Girls Dream Conference in Atlanta, GA in June
Amount:
$ 1,445.50

Organization:
STARS, Inc
Shiretha Chantal
340 East New Circle Rd. Ste. 120
Lexington, KY 40505
Purpose:
To offset costs for materials, supplies, and venue rental for 6-week summer Program for immersive experiences in sports and visual/performing arts
Amount:
$ 1,245.50

Organization:
Bryan Station High School Alumni Association
Glenn Jones
677 Northside Dr.d
Lexington, KY 40505
Purpose:
To help support students at Bryan Station with scholarships and projects
Amount:
$ 1,000.00

Organization:
Eastland Parkway Neighborhood Association
Susan Ecton
1885 Gayle Drive
Lexington, KY 40505
Purpose:
For costs associated with printing of newsletters, website continuance, signage for events, and neighborhood entrance repairs
Amount:
$ 1,795.00

Organization:

GreenHouse17
PO Box 55190
Lexington, KY 40555
Corissa Phillips

Purpose:

For the shelter's efforts to reduce the use of disposable dishes and utensils during meal service by purchasing reusable cups, mugs, plates, bowls, and silverware

Amount:

$ 1,100.00

Organization:

Girl Scout Troop 2028
2965 Sandersville Rd.
Lexington, KY 40511
Karen Grace

Purpose:

For drowning prevention workshops, patches, handouts, craft supplies, and life vests

Amount:

$ 1,223.25

Neighborhood Development Funds
May 28, 2024
Work Session

Amount	Recipient	Purpose
$ 1,000.00	Belleau Wood Neighborhood Association Ron Sallee 3921 Forest Green Drive Lexington, KY 40517	For landscaping, annual picnic, and yard of the month prizes
$ 850.00	Waterford II Homeowners Association Traci Doleman 4080 Clearwater Way Lexington, KY 40515	For landscaping, and clean up
$ 1,500.00	Firebrook Estates Homeowners Association Vickie Holmberg 4740 Firebrook Blvd. Lexington, KY 40513	To assist with replacing broken wooden bench and adding an additional bench along trail
$ 507.00	Friends of the Parks of Fayette Co., Inc. Sandy Shafer 206 E. Vista Lexington, KY 40503	For improvements at Dogwood Park including installation of a Lost and Found box and purchase of basketball and repairs of the community bulletin board
$ 970.19	Southpoint Residential Association Inc. Jeff Wolfe 201 Bittersweet Way Lexington, KY 40515	For mulching and beautification
$ 500.00	Stonewall Equestrian Estates Don Harbor 794 Cindy Blair Way Lexington, KY 40503	To assist with the purchase of shrubs/landscaping and flowers for neighborhood entranceway
$ 500.00	Stonewall Community Association Kim Justus 3453 Lannette Lane Lexington, KY 40503	To assist with purchase of yard signs for event announcements, holiday decorations, food for annual neighborhood dinner and landscape and mulch
$ 4,400.00	LFUCG - Senior Intern Program 1101-606102-6063-75102 Lexington, KY Kristy Stambaugh	This is the 38th year of the program in which over 500 citizens have spent the week learning more about government
$ 2,000.00	Southland Jamboree Association Inc PO Box 910603 Lexington, KY 40591 Beth Tibbitts	For costs associated with bands and sound technicians for their free weekly concert series this summer at Moondance Amphitheater
$ 1,700.00	Moondance Foundation Inc 1152 Monarch Street Lexington, KY 40513	To assist in the development of the website

Neighborhood Development Funds
May 28, 2024
Work Session

Amount	Recipient	Purpose
$ 1,000.00	Palomar Hills Community Association Melanie Allen 4025 Palmetto Drive Lexington, KY 40513	To assist with replacement of a gazebo at the PHCA Park
$ 1,000.00	Edythe J. Hayes Middle School PTSA Carla Mack 260 Richardson Place Lexington, KY 40509	To assist with the transportation for the annual college road trip
$ 2,500.00	Andover Neighborhood Association c/o Allpoints Community Management Jared Gibson 141 Prosperous Place, Suite 21 Lexington, KY 40509	To assist with upgrading signs in the neighborhood
$ 2,500.00	Walnut Hill Club at Chilesburg Mike Burnside 604 Durning Road Lexington, KY 40509	To assist with bridge repairs in the common area
$ 2,500.00	Fairways at Lakeside Neighborhood Association Robin Gall 3693 Park Pointe Drive Lexington, KY 40509	To assist with power washing and painting the fence along the entrance of the neighborhood
$ 2,000.00	Chilesburg Maintenance Association Susan Voglesong 1795 Alysheba Way Ste. 4206 Lexington, KY 40509	To assist with upgrading landscaping items in common areas
$ 4,275.00	Old Ladies Home, Ashland Terrace Kelley Weber 475 S. Ashland Ave Lexington, KY 40502	For updates to electrical panels on the property
$ 1,916.00	Aylesford Place Association Inc 128 Ransom Ave Lexington, KY 40507 Greg Guenthner	For beautification efforts at Woodland Triangle
$ 2,679.00	Project Kids 1st 465 Curry Ave. Lexington, KY 40508 Nick Cooper	For the 4th of July celebration for community children and their families
$ 950.00	Georgetown Street Area Neighborhood Assoc., Inc. PO Box 11382 Lexington, KY 40575	For the repair of the marquee at Douglass Park

Neighborhood Development Funds
May 28, 2024
Work Session

Amount	Recipient	Purpose
$ 1,000.00	Junior League of Lexington Jenna Lowe PO Box 687 Lexington, KY 40588	For LFUCG sponsorship of the annual Holly Day Market event and Centennial Gala
$ 1,069.08	Lakeview Islands Security & Maintenance Assoc. Inc Darrin Pettit PO Box 22195 Lexington, KY 40522	To assist with installation of 21 mounted lights along the causeway; 16 lights along designated treeson the causeways sidewalk; and 12 rail mounted lights on the
$ 2,000.00	Fairway Neighborhood Association Gwen Potter 300 Holiday Rd Lexington, KY 40502	For the replacement of 2 damaged trees and landscaping in the Kingsway Drive circle
$ 2,000.00	Henry Clay Memorial Foundation Jim Clark 120 Sycamore Rd Lexington, KY 40502	To offset the unexpected cost of repairing the ADA wheelchair ramp located on the property
$ 650.00	Opera House Square Townhouses Corp. Gina Greathouse 541 West Short St. Unit 40 Lexington, KY 40507	For a community beautification project to restore shrubs, trees, and plants for their neighborhood
$ 2,000.00	Pearlz of Wisdom, Inc. Hadiyah Newbern 833 Vermillion Peak Pass Lexington, KY 40515	For application fees, school supplies, housewares and dorm supplies, and books to assist students as they get set up at college
$ 1,000.00	Community Inspired Lexington Inc. Rebecca Webb 348 E. Main St. Lexington, KY 40507	For an American Red Cross training to certify lifeguards on basic swimming and safety skills
$ 500.00	African American Arts Association 945 Delaware Ave. Lexington, KY 40505 Leslie Evans	For transportation for the Alpha program/KACT summer field trip and materials for the Alpha program and classes
$ 1,500.00	Lyric Theatre and Cultural Arts Center 300 E. Third St. Lexington, KY 40508 Christian Adair	To pay performers for the Juneteenth celebration
$ 500.00	Sunrise Children's Services 300 Hope Street, PO Box 1429 Mt. Washington, KY 40047	For expenses associated with the Sunrise Independent Living program for 18 - 21 year olds who have aged out of foster care

Neighborhood Development Funds
May 28, 2024
Work Session

Amount	Recipient	Purpose
$ 1,000.00	The Salvation Army Kendall Anderson 736 West Main Street Lexington, KY 40507	For ongoing operations
$ 1,000.00	Lexington Housing for the Handicapped, Inc. Amy Brown 507 Rogers Road Lexington, KY 40505	For ongoing operations, including groceries, utilities, etc.
$ 3,000.00	LFUCG - Division of Planning Jim Duncan 1101-160701-0001-74101 Lexington, KY	To send staff to conferences for professional development
$ 500.00	Unity in the Community Jonathan Richardson 3527 Huffman Mill Pike Lexington, KY 40511	For a community cookout for youth under 18 impacted by gun violence
$ 200.00	Lexington Housing for the Handicapped, Inc. Amy Brown 507 Rogers Road Lexington, KY 40505	For the Bob Brown House golf scramble fundraiser
$ 1,500.00	Greenbriar Residents Inc Mariana Marye 1796 Bahama Rd Lexington, KY 40509	For their spring planting costs for neighborhood beautification to the entrance of the neighborhood
$ 500.00	Attitude of Gratitude Foundation Josh Lynch 932 Cherrywood Dr. Lexington, KY 40515	To assist with their ongoing mission to offer financial aid grants to those adopting domestically or internationally
$ 1,050.00	Lexington Leadership Foundation 436 Georgetown Street Lexington, KY 40508 Jared Sloan	For expenses associated with the Fatherhood Initiative annual Father's Day celebration and Men's Prayer breakfast
$ 500.00	Northside Common Market 101 W. Loudon Ave. Ste. 150 Lexington, KY 40508 Adina Tatum	To assist with expenses related to East End Nights
$ 300.00	Phoenix Rising Lexington 1450 North Broadway Lexington, KY 40508	To assist with expenses related to the 9th annual Legacy event

Neighborhood Development Funds
May 28, 2024
Work Session

Amount	Recipient	Purpose
$ 700.00	William Wells Brown Neighborhood Association Robert Hodge PO Box 54988 Lexington, KY 40555	To assist with 2024 back to school carnival
$ 300.00	Bryan Station High School Alumni Association John Hiler 1073 Lane Allen Rd Lexington, KY 40504	To assist with expenses related to the annual golf scramble
$ 500.00	Magnolia Run Carriage Homes George Weber 557 Goldon Trophy Trail Lexington, KY 40514	To assist with the purchase of motion detection lights and security cameras
$ 1,000.00	Highlands Neighborhood Association Stephanie Sobleski 1974 Parallel Rd Lexington, KY 40511	To support neighborhood improvements, including mowing services and a refrigerator purchase for the neighborhood shelter
$ 2,500.00	Georgetown Street Area Neighborhood Assoc., Inc. Marcia Marshell PO Box 11382 Lexington, KY 40575	To support community jazz nights at DouglassPark occurring during summer 2024
$ 1,000.00	Masterson Equestrian Trust Foundation, Inc. Shelley Ryan PO Box 12042 Lexington, KY 40580	To purchase tires for field tractor used for mowing horse grounds
$ 1,000.00	Step by Step, Inc Tanya Torp PO Box 593 Lexington, KY 40502	To support the transportation, childcare, and program expenses for program graduates to attend a training and development program
$ 1,725.00	St. Martin's Village Neighborhood Association 1033 St. Martin's Avenue Lexington, KY 40511 Michelle Davis	To support neighborhood improvements, including purchase of bricks and pavers
$ 1,445.50	Operation Be You, Inc. PO Box 1226 Georgetown, KY 40324 Roberta Davis	To support attendance at an empowerment conference for the Black Girls Dream Conference in Atlanta, GA in June
$ 1,245.50	STARS, Inc 340 East New Circle Rd. Ste. 120 Lexington, KY 40505	To offset costs for materials, supplies, and venue rental for 6-week summer program for immersive experiences in sports and

Neighborhood Development Funds
May 28, 2024
Work Session

Amount	Recipient	Purpose
$ 1,000.00	Bryan Station High School Alumni Association Glenn Jones 677 Northside Dr.d Lexington, KY 40505	To help support students at Bryan Station with scholarships and projects
$ 1,795.00	Eastland Parkway Neighborhood Association Susan Ecton 1885 Gayle Drive Lexington, KY 40505	For costs associated with printing of newsletters, website continuance, signage for events, and neighborhood entrance repairs
$ 1,100.00	GreenHouse17 Corissa Phillips PO Box 55190 Lexington, KY 40555	For the shelter's efforts to reduce the use of disposable dishes and utensils during meal service by purchasing reusable cups, mugs, plates, bowls, and silverware
$ 1,223.25	Girl Scout Troop 2028 Karen Grace 2965 Sandersville Rd. Lexington, KY 40511	For drowning prevention workshops, patches, handouts, craft supplies, and life vests

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT RELATED TO NEIGHBORHOOD DEVELOPMENT FUNDS WITH BELLEAU WOOD NEIGHBORHOOD ASSOCIATION, INC. ($1,000.00); WATERFORD II HOMEOWNERS ASSOCIATION, INC. ($850.00); FIREBROOK ESTATES HOMEOWNERS ASSOCIATION, INC. ($1,500.00); FRIENDS OF THE PARKS OF FAYETTE COUNTY, INC. ($507.00); SOUTHPOINT RESIDENTIAL ASSOCIATION, INC. ($970.19); STONEWALL EQUESTRIAN ESTATES ASSOCIATION, INC. ($500.00); STONEWALL COMMUNITY ASSOCIATION, INC. ($500.00); LFUCG SENIOR INTERN PROGRAM ($4,400.00); SOUTHLAND JAMBOREE ASSOCIATION, INC. ($2,000.00); MOONDANCE FOUNDATION, INC. ($1,700.00); PALOMAR HILLS COMMUNITY ASSOCIATION, INC. ($1,000.00); EDYTH J. HAYES MIDDLE SCHOOL PTSA ($1,000.00); ANDOVER NEIGHBORHOOD ASSOCIATION, INC. C/O ALLPOINTS COMMUNITY MANAGEMENT ($2,500.00); WALNUT HILL CLUB AT CHILESBURG OWNERS ASSOCIATION, INC. ($2,500.00); THE FAIRWAYS AT LAKESIDE COMMUNITY ASSOCIATION, INC. ($2,500.00); CHILESBURG MAINTENANCE ASSOCIATION, INC. ($2,000.00); “THE OLD LADIES HOME” ($4,275.00); AYLESFORD PLACE ASSOCIATION, INCORPORATED ($1,916.00); PROJECT KIDS 1ST LLC ($2,679.00); GEORGETOWN STREET AREA NEIGHBORHOOD ASSOCIATION, INC. ($950.00); JUNIOR LEAGUE OF LEXINGTON ($1,000.00); LAKEVIEW ISLANDS AND MAINTENANCE ASSOCIATION, INC. ($1,069.08); FAIRWAY NEIGHBORHOOD ASSOCIATION, INC. ($2,000.00); HENRY CLAY MEMORIAL FOUNDATION ($2,000.00); OPERA HOUSE SQUARE TOWNHOUSES CORPORATION ($650.00); PEARLZ OF WISDOM INC. ($2,000.00); COMMUNITY INSPIRED LEXINGTON INC. ($1,000.00); AFRICAN AMERICAN ARTS ASSOCIATION INC. ($500.00); LYRIC THEATRE AND CULTURAL ARTS CENTER CORPORATION ($1,500.00); SUNRISE CHILDREN’S SERVICES, INC. ($500.00); THE SALVATION ARMY ($1,000.00); LEXINGTON HOUSING FOR THE HANDICAPPED, INC. ($1,000.00); LFUCG DIVISION OF PLANNING ($3,000.00); UNITY IN THE COMMUNITY INC. ($500.00); LEXINGTON HOUSING FOR THE HANDICAPPED, INC. ($200.00); GREENBRIER RESIDENTS, INC. ($1,500.00); ATTITUDE OF GRATITUDE FOUNDATION, INC. ($500.00); LEXINGTON LEADERSHIP FOUNDATION, INC. ($1,050.00); NORTHSIDE COMMON MARKET CORPORATION ($500.00); PHOENIX RISING LEXINGTON KENTUCKY, INC. ($300.00); WILLIAM WELLS BROWN NEIGHBORHOOD ASSOCIATION, INC. ($700.00); BRYAN STATION HIGH SCHOOL ALUMNI ASSOCIATION, INC. ($300.00); MAGNOLIA RUN CARRIAGE HOMES, INC. ($500.00); HIGHLANDS NEIGHBORHOOD ASSOCIATION, INC. ($1,000.00); GEORGETOWN STREET AREA NEIGHBORHOOD ASSOCIATION, INC. ($2,500.00); MASTERSON EQUESTRIAN TRUST FOUNDATION, INC. ($1,000.00); STEP BY STEP, INC. ($1,000.00); ST. MARTIN’S VILLAGE NEIGHBORHOOD ASSOCIATION, INC. ($1,725.00); OPERATION BE YOU, INC. ($1,445.50); STARS INC ($1,245.50); BRYAN STATION HIGH SCHOOL ALUMNI ASSOCIATION, INC. ($1,000.00); EASTLAND PARKWAY NEIGHBORHOOD ASSOCIATION, INC. ($1,795.00); GREENHOUSE17, INC. ($1,100.00); GIRL SCOUTS OF KENTUCKY’S WILDERNESS ROAD COUNCIL, INC. ($1,223.25), FOR THE OFFICE OF THE URBAN COUNTY COUNCIL, AT A COST NOT TO EXCEED THE SUM STATED.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute agreements related to Neighborhood Development Funds, which are attached hereto and incorporated herein by reference, with Belleau Wood Neighborhood Association, Inc, Waterford II

Homeowners Association, Inc., Firebrook Estates Homeowners Association, Inc., Friends Of The Parks Of Fayette County, Inc., Southpoint Residential Association, Inc., Stonewall Equestrian Estates Association, Inc., Stonewall Community Association, Inc., LFUCG Senior Intern Program, Southland Jamboree Association, Inc., Moondance Foundation, Inc., Palomar Hills Community Association, Inc., Edyth J. Hayes Middle School PTSA, Andover Neighborhood Association, Inc. C/O Allpoints Community Management, Walnut Hill Club At Chilesburg Owners Association, Inc., The Fairways At Lakeside Community Association, Inc., Chilesburg Maintenance Association, Inc., "The Old Ladies Home", Aylesford Place Association, Incorporated, Project Kids 1st LLC, Georgetown Street Area Neighborhood Association, Inc., Junior League Of Lexington, Lakeview Islands And Maintenance Association, Inc., Fairway Neighborhood Association, Inc., Henry Clay Memorial Foundation, Opera House Square Townhouses Corporation, Pearlz Of Wisdom Inc., Community Inspired Lexington Inc., African American Arts Association Inc., Lyric Theatre And Cultural Arts Center Corporation, Sunrise Children's Services, Inc., The Salvation Army, Lexington Housing For The Handicapped, Inc., LFUCG Division of Planning, Unity In The Community Inc., Lexington Housing For The Handicapped, Inc., Greenbrier Residents, Inc., Attitude Of Gratitude Foundation, Inc., Lexington Leadership Foundation, Inc., Northside Common Market Corporation, Phoenix Rising Lexington Kentucky, Inc., William Wells Brown Neighborhood Association, Inc., Bryan Station High School Alumni Association, Inc., Magnolia Run Carriage Homes, Inc., Highlands Neighborhood Association, Inc., Georgetown Street Area Neighborhood Association, Inc., Masterson Equestrian Trust Foundation, Inc., Step By Step, Inc., St. Martin's Village Neighborhood Association, Inc., Operation Be You, Inc., STARS Inc, Bryan Station High School Alumni Association, Inc., Eastland Parkway Neighborhood Association, Inc., Greenhouse17, Inc., Girl Scouts Of Kentucky's Wilderness Road Council, Inc. ($1,223.25), for the Office of the Urban County Council.

Section 2 – That amounts, not to exceed the sums stated, be and hereby are approved for payment to Belleau Wood Neighborhood Association, Inc. ($1000.00); Waterford II Homeowners Association, Inc. ($850.00); Firebrook Estates Homeowners Association, Inc. ($1,500.00); Friends Of The Parks Of Fayette County, Inc. ($507.00); Southpoint Residential Association, Inc. ($970.19); Stonewall Equestrian Estates

Association, Inc. ($500.00); Stonewall Community Association, Inc. ($500.00); LFUCG Senior Intern Program ($4,400.00); Southland Jamboree Association, Inc. ($2,000.00); Moondance Foundation, Inc. ($1,700.00); Palomar Hills Community Association, Inc. ($1,000.00); Edyth J. Hayes Middle School PTSA ($1,000.00); Andover Neighborhood Association, Inc. C/O Allpoints Community Management ($2,500.00); Walnut Hill Club At Chilesburg Owners Association, Inc. ($2,500.00); The Fairways At Lakeside Community Association, Inc. ($2,500.00); Chilesburg Maintenance Association, Inc. ($2,000.00); "The Old Ladies Home" ($4,275.00); Aylesford Place Association, Incorporated ($1,916.00); Project Kids 1st LLC ($2,679.00); Georgetown Street Area Neighborhood Association, Inc. ($950.00); Junior League Of Lexington ($1,000.00); Lakeview Islands And Maintenance Association, Inc. ($1,069.08); Fairway Neighborhood Association, Inc. ($2,000.00); Henry Clay Memorial Foundation ($2,000.00); Opera House Square Townhouses Corporation ($650.00); Pearlz Of Wisdom Inc. ($2,000.00); Community Inspired Lexington Inc. ($1,000.00); African American Arts Association Inc. ($500.00); Lyric Theatre And Cultural Arts Center Corporation ($1,500.00); Sunrise Children's Services, Inc. ($500.00); The Salvation Army ($1,000.00); Lexington Housing For The Handicapped, Inc. ($1,000.00); LFUCG Division of Planning ($3,000.00); Unity In The Community Inc. ($500.00); Lexington Housing For The Handicapped, Inc. ($200.00); Greenbrier Residents, Inc. ($1,500.00); Attitude Of Gratitude Foundation, Inc. ($500.00); Lexington Leadership Foundation, Inc. ($1,050.00); Northside Common Market Corporation ($500.00); Phoenix Rising Lexington Kentucky, Inc. ($300.00); William Wells Brown Neighborhood Association, Inc. ($700.00); Bryan Station High School Alumni Association, Inc. ($300.00); Magnolia Run Carriage Homes, Inc. ($500.00); Highlands Neighborhood Association, Inc. ($1,000.00); Georgetown Street Area Neighborhood Association, Inc. ($2,500.00); Masterson Equestrian Trust Foundation, Inc. ($1,000.00); Step By Step, Inc. ($1,000.00); St. Martin's Village Neighborhood Association, Inc. ($1,725.00); Operation Be You, Inc. ($1,445.50); STARS Inc ($1,245.50); Bryan Station High School Alumni Association, Inc. ($1,000.00); Eastland Parkway Neighborhood Association, Inc. ($1,795.00); Greenhouse17, Inc. ($1,100.00); Girl Scouts Of Kentucky's Wilderness Road Council, Inc. ($1,223.25) from account #1101-121002-71214, from various Council Districts, pursuant to the terms of the agreements.

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

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0556-24:GET:4882-8231-1106, v. 1

RESOLUTION NO. 293 - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT RELATED TO NEIGHBORHOOD DEVELOPMENT FUNDS WITH BELLEAU WOOD NEIGHBORHOOD ASSOCIATION, INC. ($1,000.00); WATERFORD II HOMEOWNERS ASSOCIATION, INC. ($850.00); FIREBROOK ESTATES HOMEOWNERS ASSOCIATION, INC. ($1,500.00); FRIENDS OF THE PARKS OF FAYETTE COUNTY, INC. ($507.00); SOUTHPOINT RESIDENTIAL ASSOCIATION, INC. ($970.19); STONEWALL EQUESTRIAN ESTATES ASSOCIATION, INC. ($500.00); STONEWALL COMMUNITY ASSOCIATION, INC. ($500.00); LFUCG SENIOR INTERN PROGRAM ($4,400.00); SOUTHLAND JAMBOREE ASSOCIATION, INC. ($2,000.00); MOONDANCE FOUNDATION, INC. ($1,700.00); PALOMAR HILLS COMMUNITY ASSOCIATION, INC. ($1,000.00); EDYTH J. HAYES MIDDLE SCHOOL PTSA ($1,000.00); ANDOVER NEIGHBORHOOD ASSOCIATION, INC. C/O ALLPOINTS COMMUNITY MANAGEMENT ($2,500.00); WALNUT HILL CLUB AT CHILESBURG OWNERS ASSOCIATION, INC. ($2,500.00); THE FAIRWAYS AT LAKESIDE COMMUNITY ASSOCIATION, INC. ($2,500.00); CHILESBURG MAINTENANCE ASSOCIATION, INC. ($2,000.00); "THE OLD LADIES HOME" ($4,275.00); AYLESFORD PLACE ASSOCIATION, INCORPORATED ($1,916.00); PROJECT KIDS 1ST LLC ($2,679.00); GEORGETOWN STREET AREA NEIGHBORHOOD ASSOCIATION, INC. ($950.00); JUNIOR LEAGUE OF LEXINGTON ($1,000.00); LAKEVIEW ISLANDS AND MAINTENANCE ASSOCIATION, INC. ($1,069.08); FAIRWAY NEIGHBORHOOD ASSOCIATION, INC. ($2,000.00); HENRY CLAY MEMORIAL FOUNDATION ($2,000.00); OPERA HOUSE SQUARE TOWNHOUSES CORPORATION ($650.00); PEARLZ OF WISDOM INC. ($2,000.00); COMMUNITY INSPIRED LEXINGTON INC. ($1,000.00); AFRICAN AMERICAN ARTS ASSOCIATION INC. ($500.00); LYRIC THEATRE AND CULTURAL ARTS CENTER CORPORATION ($1,500.00); SUNRISE CHILDREN'S SERVICES, INC. ($500.00); THE SALVATION ARMY ($1,000.00); LEXINGTON HOUSING FOR THE HANDICAPPED, INC. ($1,000.00); LFUCG DIVISION OF PLANNING ($3,000.00); UNITY IN THE COMMUNITY INC. ($500.00); LEXINGTON HOUSING FOR THE HANDICAPPED, INC. ($200.00); GREENBRIER RESIDENTS, INC. ($1,500.00); ATTITUDE OF GRATITUDE FOUNDATION, INC. ($500.00); LEXINGTON LEADERSHIP FOUNDATION, INC. ($1,050.00); NORTHSIDE COMMON MARKET CORPORATION ($500.00); PHOENIX RISING LEXINGTON KENTUCKY, INC. ($300.00); WILLIAM WELLS BROWN NEIGHBORHOOD ASSOCIATION, INC. ($700.00); BRYAN STATION HIGH SCHOOL ALUMNI ASSOCIATION, INC. ($300.00); MAGNOLIA RUN CARRIAGE HOMES, INC. ($500.00); HIGHLANDS NEIGHBORHOOD ASSOCIATION, INC. ($1,000.00); GEORGETOWN STREET AREA NEIGHBORHOOD ASSOCIATION, INC. ($2,500.00); MASTERSON EQUESTRIAN TRUST FOUNDATION, INC. ($1,000.00); STEP BY STEP, INC. ($1,000.00); ST. MARTIN'S VILLAGE NEIGHBORHOOD ASSOCIATION, INC. ($1,725.00); OPERATION BE YOU, INC. ($1,445.50); STARS INC ($1,245.50); BRYAN STATION HIGH SCHOOL ALUMNI ASSOCIATION, INC. ($1,000.00); EASTLAND PARKWAY NEIGHBORHOOD ASSOCIATION, INC. ($1,795.00); GREENHOUSE17, INC. ($1,100.00); GIRL SCOUTS OF KENTUCKY'S WILDERNESS ROAD COUNCIL, INC. ($1,223.25), FOR THE OFFICE OF THE URBAN COUNTY COUNCIL, AT A COST NOT TO EXCEED THE SUM STATED.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute agreements related to Neighborhood Development Funds, which are attached hereto and incorporated herein by reference, with Belleau Wood Neighborhood Association, Inc, Waterford II

Homeowners Association, Inc., Firebrook Estates Homeowners Association, Inc., Friends Of The Parks Of Fayette County, Inc., Southpoint Residential Association, Inc., Stonewall Equestrian Estates Association, Inc., Stonewall Community Association, Inc., LFUCG Senior Intern Program, Southland Jamboree Association, Inc., Moondance Foundation, Inc., Palomar Hills Community Association, Inc., Edyth J. Hayes Middle School PTSA, Andover Neighborhood Association, Inc. C/O Allpoints Community Management, Walnut Hill Club At Chilesburg Owners Association, Inc., The Fairways At Lakeside Community Association, Inc., Chilesburg Maintenance Association, Inc., "The Old Ladies Home", Aylesford Place Association, Incorporated, Project Kids 1st LLC, Georgetown Street Area Neighborhood Association, Inc., Junior League Of Lexington, Lakeview Islands And Maintenance Association, Inc., Fairway Neighborhood Association, Inc., Henry Clay Memorial Foundation, Opera House Square Townhouses Corporation, Pearlz Of Wisdom Inc., Community Inspired Lexington Inc., African American Arts Association Inc., Lyric Theatre And Cultural Arts Center Corporation, Sunrise Children's Services, Inc., The Salvation Army, Lexington Housing For The Handicapped, Inc., LFUCG Division of Planning, Unity In The Community Inc., Lexington Housing For The Handicapped, Inc., Greenbrier Residents, Inc., Attitude Of Gratitude Foundation, Inc., Lexington Leadership Foundation, Inc., Northside Common Market Corporation, Phoenix Rising Lexington Kentucky, Inc., William Wells Brown Neighborhood Association, Inc., Bryan Station High School Alumni Association, Inc., Magnolia Run Carriage Homes, Inc., Highlands Neighborhood Association, Inc., Georgetown Street Area Neighborhood Association, Inc., Masterson Equestrian Trust Foundation, Inc., Step By Step, Inc., St. Martin's Village Neighborhood Association, Inc., Operation Be You, Inc., STARS Inc, Bryan Station High School Alumni Association, Inc., Eastland Parkway Neighborhood Association, Inc., Greenhouse17, Inc., Girl Scouts Of Kentucky's Wilderness Road Council, Inc. ($1,223.25), for the Office of the Urban County Council.

Section 2 – That amounts, not to exceed the sums stated, be and hereby are approved for payment to Belleau Wood Neighborhood Association, Inc. ($1000.00); Waterford II Homeowners Association, Inc. ($850.00); Firebrook Estates Homeowners Association, Inc. ($1,500.00); Friends Of The Parks Of Fayette County, Inc. ($507.00); Southpoint Residential Association, Inc. ($970.19); Stonewall Equestrian Estates

Association, Inc. ($500.00); Stonewall Community Association, Inc. ($500.00); LFUCG Senior Intern Program ($4,400.00); Southland Jamboree Association, Inc. ($2,000.00); Moondance Foundation, Inc. ($1,700.00); Palomar Hills Community Association, Inc. ($1,000.00); Edyth J. Hayes Middle School PTSA ($1,000.00); Andover Neighborhood Association, Inc. C/O Allpoints Community Management ($2,500.00); Walnut Hill Club At Chilesburg Owners Association, Inc. ($2,500.00); The Fairways At Lakeside Community Association, Inc. ($2,500.00); Chilesburg Maintenance Association, Inc. ($2,000.00); "The Old Ladies Home" ($4,275.00); Aylesford Place Association, Incorporated ($1,916.00); Project Kids 1st LLC ($2,679.00); Georgetown Street Area Neighborhood Association, Inc. ($950.00); Junior League Of Lexington ($1,000.00); Lakeview Islands And Maintenance Association, Inc. ($1,069.08); Fairway Neighborhood Association, Inc. ($2,000.00); Henry Clay Memorial Foundation ($2,000.00); Opera House Square Townhouses Corporation ($650.00); Pearlz Of Wisdom Inc. ($2,000.00); Community Inspired Lexington Inc. ($1,000.00); African American Arts Association Inc. ($500.00); Lyric Theatre And Cultural Arts Center Corporation ($1,500.00); Sunrise Children's Services, Inc. ($500.00); The Salvation Army ($1,000.00); Lexington Housing For The Handicapped, Inc. ($1,000.00); LFUCG Division of Planning ($3,000.00); Unity In The Community Inc. ($500.00); Lexington Housing For The Handicapped, Inc. ($200.00); Greenbrier Residents, Inc. ($1,500.00); Attitude Of Gratitude Foundation, Inc. ($500.00); Lexington Leadership Foundation, Inc. ($1,050.00); Northside Common Market Corporation ($500.00); Phoenix Rising Lexington Kentucky, Inc. ($300.00); William Wells Brown Neighborhood Association, Inc. ($700.00); Bryan Station High School Alumni Association, Inc. ($300.00); Magnolia Run Carriage Homes, Inc. ($500.00); Highlands Neighborhood Association, Inc. ($1,000.00); Georgetown Street Area Neighborhood Association, Inc. ($2,500.00); Masterson Equestrian Trust Foundation, Inc. ($1,000.00); Step By Step, Inc. ($1,000.00); St. Martin's Village Neighborhood Association, Inc. ($1,725.00); Operation Be You, Inc. ($1,445.50); STARS Inc ($1,245.50); Bryan Station High School Alumni Association, Inc. ($1,000.00); Eastland Parkway Neighborhood Association, Inc. ($1,795.00); Greenhouse17, Inc. ($1,100.00); Girl Scouts Of Kentucky's Wilderness Road Council, Inc. ($1,223.25) from account #1101-121002-71214, from various Council Districts, pursuant to the terms of the agreements.

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

PASSED URBAN COUNTY COUNCIL: June 13, 2024

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0556-24:GET:4882-8231-1106, v. 1

DocuSign Envelope ID: 537C88BF-1746-45B8-8357-586F3131C400

AGREEMENT

THIS AGREEMENT, made and entered into on the 27th day of June, 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 (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Girl Scouts of KY Wilderness Rd. Council C/O Girl Scout Troop 2028 (Hereinafter "Organization"), of 2965 Sandersville Rd., Lexington, KY 40511, Fayette County.

W I T N E S S E T H:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $1223.25 (One Thousand Two Hundred Twenty-Three Dollars and Twenty-Five Cents) for the following lawful public purpose:

   [For drowning prevention workshops, patches, handouts, craft supplies, and life vests]

2. **Finalization of Agreement**. Organization shall return this Agreement to the Council Administrator's Office on or before July 26th, 2024. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

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

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

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

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

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: Karen Grace
(Karen Grace)
(Girl Scouts of KY Wilderness Rd. Council C/O Girl Scout Troop 2028)

DocuSign Envelope ID: 7F5142EA-42A2-457B-B308-A3878A2B7793

AGREEMENT

THIS AGREEMENT, made and entered into on the 27th day of June, 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 (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Fairway Neighborhood Association (Hereinafter "Organization"), of 300 Holiday Rd, Lexington, KY 40502, Fayette County.

W I T N E S S E T H:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $2000 (Two Thousand Dollars and No Cents) for the following lawful public purpose:

   [For the replacement of 2 damaged trees and landscaping in the Kingsway Drive circle]

2. **Finalization of Agreement**. Organization shall return this Agreement to the Council Administrator's Office on or before July 26th, 2024. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

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

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

DocuSign Envelope ID: 7F5142EA-42A2-457B-B308-A3878A2B7793

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

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

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By:
(Gwen Potter)
(Fairway Neighborhood Association)

AGREEMENT

THIS AGREEMENT, made and entered into on the 27th day of June, 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 (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Henry Clay Memorial Foundation (Hereinafter "Organization"), of 120 Sycamore Rd, Lexington, KY 40502, Fayette County.

W I T N E S S E T H:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $2000 (Two Thousand Dollars and No Cents) for the following lawful public purpose:

   [To offset the unexpected cost of repairing the ADA wheelchair ramp located on the property]

2. **Finalization of Agreement**. Organization shall return this Agreement to the Council Administrator's Office on or before July 26th, 2024. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

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

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

DocuSign Envelope ID: C58205AD-C633-4A5B-834F-5DD700210004

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

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

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: Jim Clark
(Jim Clark)
(Henry Clay Memorial Foundation)

AGREEMENT

THIS AGREEMENT, made and entered into on the 27th day of June, 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 (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Aylesford Place Association Inc (Hereinafter "Organization"), of 128 Ransom Ave, Lexington, KY 40507, Fayette County.

W I T N E S S E T H:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $1916 (One Thousand Nine Hundred Sixteen Dollars and No Cents) for the following lawful public purpose:

   [For beautification efforts at Woodland Triangle]

2. **Finalization of Agreement**. Organization shall return this Agreement to the Council Administrator's Office on or before July 26th, 2024. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

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

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

DocuSign Envelope ID: 4E44C0BE-7D7D-4635-9364-CF210DA31541

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

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

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By:
(Greg Guenthner)
(Aylesford Place Association Inc)

AGREEMENT

THIS AGREEMENT, made and entered into on the 27th day of June, 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 (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Step by Step, Inc (Hereinafter "Organization"), of PO Box 593, Lexington, KY 40502, Fayette County.

W I T N E S S E T H:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $1000 (One Thousand Dollars and No Cents) for the following lawful public purpose:

   [To support the transportation, childcare, and program expenses for program graduates to attend a training and development program]

2. **Finalization of Agreement**. Organization shall return this Agreement to the Council Administrator's Office on or before July 26th, 2024. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

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

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

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

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

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: LaTanya Torp
(Tanya Torp)
(Step by Step, Inc)

DocuSign Envelope ID: 514A9F70-2B76-4F19-862E-BEDBBBED8618

AGREEMENT

THIS AGREEMENT, made and entered into on the 27th day of June, 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 (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Lyric Theatre and Cultural Arts Center (Hereinafter "Organization"), of 300 E. Third St., Lexington, KY 40508, Fayette County.

W I T N E S S E T H:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $1500 (One Thousand Five Hundred Dollars and No Cents) for the following lawful public purpose:

   [To pay performers for the Juneteenth celebration]

2. **Finalization of Agreement**. Organization shall return this Agreement to the Council Administrator's Office on or before July 26th, 2024. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

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

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

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

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

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

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

AGREEMENT

THIS AGREEMENT, made and entered into on the 27th day of June, 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 (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Old Ladies Home, Ashland Terrace (Hereinafter "Organization"), of 475 S. Ashland Ave, Lexington, KY 40502, Fayette County.

W I T N E S S E T H:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $4275 (Four Thousand Two Hundred Seventy-Five Dollars and No Cents) for the following lawful public purpose:

   [For updates to electrical panels on the property]

2. **Finalization of Agreement**. Organization shall return this Agreement to the Council Administrator's Office on or before July 26th, 2024. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

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

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

DocuSign Envelope ID: 3CC120E6-EB14-46AA-B56E-589C645567B8

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

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

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

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

AGREEMENT

THIS AGREEMENT, made and entered into on the 27th day of June, 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 (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Community Inspired Lexington Inc. (Hereinafter "Organization"), of 348 E. Main St., Lexington, KY 40507, Fayette County.

W I T N E S S E T H:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $1000 (One Thousand Dollars and No Cents) for the following lawful public purpose:

   [For an American Red Cross training to certify lifeguards on basic swimming and safety skills]

2. **Finalization of Agreement**. Organization shall return this Agreement to the Council Administrator's Office on or before July 26th, 2024. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

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

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

DocuSign Envelope ID: 3A133568-DD00-460F-80F7-6F0E88772F22

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

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

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: Rebecca Webb
(Rebecca Webb)
(Community Inspired Lexington Inc.)

AGREEMENT

THIS AGREEMENT, made and entered into on the 27th day of June, 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 (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Sunrise Children's Services (Hereinafter "Organization"), of 300 Hope Street, PO Box 1429, Mt. Washington, KY 40047, Fayette County.

W I T N E S S E T H:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $500 (Five Hundred Dollars and No Cents) for the following lawful public purpose:

   [For expenses associated with the Sunrise Independent Living program for 18 - 21 year olds who have aged out of foster care]

2. **Finalization of Agreement**. Organization shall return this Agreement to the Council Administrator's Office on or before July 26th, 2024. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

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

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

DocuSign Envelope ID: 5DF36D62-D090-47C9-9322-3EA63CE81128

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

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

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: Jake Pelfrey / David T. Bourne, CFO
(Jake Pelfrey)
(Sunrise Children's Services)

AGREEMENT

THIS AGREEMENT, made and entered into on the 27th day of June, 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 (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Bryan Station High School Alumni Association (Hereinafter "Organization"), of 1073 Lane Allen Rd, Lexington, KY 40504, Fayette County.

W I T N E S S E T H:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $300 (Three Hundred Dollars and No Cents) for the following lawful public purpose:

   [To assist with expenses related to the annual golf scramble]

2. **Finalization of Agreement**. Organization shall return this Agreement to the Council Administrator's Office on or before July 26th, 2024. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

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

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

DocuSign Envelope ID: FEDF9DCB-BD89-4678-A565-9E1A706FF246

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

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

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: John Hiler
(John Hiler)
(Bryan Station High School Alumni Association)

DocuSign Envelope ID: AF85805F-FF9D-4A31-AE0C-62B035E16F1D

AGREEMENT

THIS AGREEMENT, made and entered into on the 27th day of June, 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 (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Palomar Hills Community Association (Hereinafter "Organization"), of 4025 Palmetto Drive, Lexington, KY 40513, Fayette County.

W I T N E S S E T H:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $1000 (One Thousand Dollars and No Cents) for the following lawful public purpose:

   [To assist with replacement of a gazebo at the PHCA Park]

2. **Finalization of Agreement**. Organization shall return this Agreement to the Council Administrator's Office on or before July 26th, 2024. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

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

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

DocuSign Envelope ID: AF85805F-FF9D-4A31-AE0C-62B035E16F1D

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

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

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: Melanie Allen
(Melanie Allen)
(Palomar Hills Community Association)

AGREEMENT

THIS AGREEMENT, made and entered into on the 27th day of June, 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 (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Walnut Hill Club at Chilesburg (Hereinafter "Organization"), of 604 Durning Road, Lexington, KY 40509, Fayette County.

W I T N E S S E T H:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $2500 (Two Thousand Five Hundred Dollars and No Cents) for the following lawful public purpose:

   [To assist with bridge repairs in the common area]

2. **Finalization of Agreement**. Organization shall return this Agreement to the Council Administrator's Office on or before July 26th, 2024. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

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

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

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

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

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: Al Page
(Mike Burnside)
(Walnut Hill Club at Chilesburg)

DocuSign Envelope ID: 050208F3-8258-4AA8-ADAB-B377881C9001

AGREEMENT

THIS AGREEMENT, made and entered into on the 27th day of June, 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 (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Masterson Equestrian Trust Foundation, Inc. (Hereinafter "Organization"), of PO Box 12042, Lexington, KY 40580, Fayette County.

W I T N E S S E T H:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $1000 (One Thousand Dollars and No Cents) for the following lawful public purpose:

   [To purchase tires for field tractor used for mowing horse grounds]

2. **Finalization of Agreement**. Organization shall return this Agreement to the Council Administrator's Office on or before July 26th, 2024. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

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

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

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

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

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: Shelley Ryan
(Shelley Ryan)
(Masterson Equestrian Trust Foundation, Inc.)

AGREEMENT

THIS AGREEMENT, made and entered into on the 27th day of June, 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 (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and African American Arts Association (Hereinafter "Organization"), of 945 Delaware Ave., Lexington, KY 40505, Fayette County.

W I T N E S S E T H:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $500 (Five Hundred Dollars and No Cents) for the following lawful public purpose:

   [For transportation for the Alpha program/KACT summer field trip and materials for the Alpha program and classes]

2. **Finalization of Agreement**. Organization shall return this Agreement to the Council Administrator's Office on or before July 26th, 2024. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

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

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

DocuSign Envelope ID: 5A2A5D1B-FDBA-4FAF-BE1C-C1DBE6CB9E54

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

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

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By:
(Leslie Evans)
(African American Arts Association)

DocuSign Envelope ID: 0A7ADF31-82AD-4403-8E99-4F451012C925

AGREEMENT

THIS AGREEMENT, made and entered into on the 27th day of June, 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 (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Stonewall Equestrian Estates (Hereinafter "Organization"), of 794 Cindy Blair Way, Lexington, KY 40503, Fayette County.

W I T N E S S E T H:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $500 (Five Hundred Dollars and No Cents) for the following lawful public purpose:

   [To assist with the purchase of shrubs/landscaping and flowers for neighborhood entranceway]

2. **Finalization of Agreement**. Organization shall return this Agreement to the Council Administrator's Office on or before July 26th, 2024. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

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

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

DocuSign Envelope ID: 0A7ADF31-82AD-4403-8E99-4F451012C925

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

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

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: Don Harbor
(Don Harbor)
(Stonewall Equestrian Estates)

AGREEMENT

THIS AGREEMENT, made and entered into on the 27th day of June, 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 (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and The Salvation Army (Hereinafter "Organization"), of 736 West Main Street, Lexington, KY 40507, Fayette County.

W I T N E S S E T H:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $1000 (One Thousand Dollars and No Cents) for the following lawful public purpose:

   [For ongoing operations]

2. **Finalization of Agreement**. Organization shall return this Agreement to the Council Administrator's Office on or before July 26th, 2024. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

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

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

DocuSign Envelope ID: 9F80771C-F601-4D7D-AB14-C17E20743AD0

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

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

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: Kendall Anderson
(Kendall Anderson)
(The Salvation Army)

AGREEMENT

THIS AGREEMENT, made and entered into on the 27th day of June, 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 (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Stonewall Community Association (Hereinafter "Organization"), of 3453 Lannette Lane, Lexington, KY 40503, Fayette County.

W I T N E S S E T H:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $500 (Five Hundred Dollars and No Cents) for the following lawful public purpose:

   [To assist with purchase of yard signs for event announcements, holiday decorations, food for annual neighborhood dinner and landscape and mulch]

2. **Finalization of Agreement**. Organization shall return this Agreement to the Council Administrator's Office on or before July 26th, 2024. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

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

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

DocuSign Envelope ID: 0A120984-AF46-45E1-BB32-F31E332D0F0B

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

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

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: Kim Justus
(Kim Justus)
(Stonewall Community Association)

DocuSign Envelope ID: D60FD474-AED6-4CD2-AAC1-0AD770252126

AGREEMENT

THIS AGREEMENT, made and entered into on the 27th day of June, 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 (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Fairways at Lakeside Neighborhood Association (Hereinafter "Organization"), of 3693 Park Pointe Drive, Lexington, KY 40509, Fayette County.

W I T N E S S E T H:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $2500 (Two Thousand Five Hundred Dollars and No Cents) for the following lawful public purpose:

   [To assist with power washing and painting the fence along the entrance of the neighborhood]

2. **Finalization of Agreement**. Organization shall return this Agreement to the Council Administrator's Office on or before July 26th, 2024. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

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

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

DocuSign Envelope ID: D60FD474-AED6-4CD2-AAC1-0AD770252126

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

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

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: Robin Gall
(Robin Gall)
(Fairways at Lakeside Neighborhood Association)

AGREEMENT

THIS AGREEMENT, made and entered into on the 27th day of June, 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 (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and GreenHouse17 (Hereinafter "Organization"), of PO Box 55190, Lexington, KY 40555, Fayette County.

W I T N E S S E T H:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $1100 (One Thousand One Hundred Dollars and No Cents) for the following lawful public purpose:

   [For the shelter's efforts to reduce the use of disposable dishes and utensils during meal service by purchasing reusable cups, mugs, plates, bowls, and silverware]

2. **Finalization of Agreement**. Organization shall return this Agreement to the Council Administrator's Office on or before July 26th, 2024. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

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

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

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

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

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By:
(Corissa Phillips)
(GreenHouse17)

AGREEMENT

THIS AGREEMENT, made and entered into on the 27th day of June, 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 (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Lexington Housing for the Handicapped, Inc. (Hereinafter "Organization"), of 507 Rogers Road, Lexington, KY 40505, Fayette County.

W I T N E S S E T H:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $200 (Two Hundred Dollars and No Cents) for the following lawful public purpose:

   [For the Bob Brown House golf scramble fundraiser]

2. **Finalization of Agreement**. Organization shall return this Agreement to the Council Administrator's Office on or before July 26th, 2024. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

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

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

DocuSign Envelope ID: 7FC75699-9CEC-46DC-BADF-617580D7E22A

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

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

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: Amy Brown
(Amy Brown)
(Lexington Housing for the Handicapped, Inc.)

AGREEMENT

THIS AGREEMENT, made and entered into on the 27th day of June, 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 (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Greenbriar Residents Inc (Hereinafter "Organization"), of 1796 Bahama Rd, Lexington, KY 40509, Fayette County.

W I T N E S S E T H:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $1500 (One Thousand Five Hundred Dollars and No Cents) for the following lawful public purpose:

   [For their spring planting costs for neighborhood beautification to the entrance of the neighborhood]

2. **Finalization of Agreement**. Organization shall return this Agreement to the Council Administrator's Office on or before July 26th, 2024. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

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

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

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

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

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: Mariana Marye
(Mariana Marye)
(Greenbriar Residents Inc)

AGREEMENT

THIS AGREEMENT, made and entered into on the 27th day of June, 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 (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and William Wells Brown Neighborhood Association (Hereinafter "Organization"), of PO Box 54988, Lexington, KY 40555, Fayette County.

W I T N E S S E T H:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $700 (Seven Hundred Dollars and No Cents) for the following lawful public purpose:

   [To assist with 2024 back to school carnival]

2. **Finalization of Agreement**. Organization shall return this Agreement to the Council Administrator's Office on or before July 26th, 2024. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

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

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

DocuSign Envelope ID: C35C40D4-EE54-4594-8118-F322F776CDBF

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

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

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: Robert Hodge
(Robert Hodge)
(William Wells Brown Neighborhood Association)

AGREEMENT

THIS AGREEMENT, made and entered into on the 27th day of June, 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 (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Edythe J. Hayes Middle School PTSA (Hereinafter "Organization"), of 260 Richardson Place, Lexington, KY 40509, Fayette County.

W I T N E S S E T H:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $1000 (One Thousand Dollars and No Cents) for the following lawful public purpose:

   [To assist with the transportation for the annual college road trip]

2. **Finalization of Agreement**. Organization shall return this Agreement to the Council Administrator's Office on or before July 26th, 2024. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

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

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

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

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

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By:
(Carla Mack)
(Edythe J. Hayes Middle School PTSA)

AGREEMENT

THIS AGREEMENT, made and entered into on the 27th day of June, 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 (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Firebrook Estates Homeowners Association (Hereinafter "Organization"), of 4740 Firebrook Blvd., Lexington, KY 40513, Fayette County.

W I T N E S S E T H:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $1500 (One Thousand Five Hundred Dollars and No Cents) for the following lawful public purpose:

   [To assist with replacing broken wooden bench and adding an additional bench along trail]

2. **Finalization of Agreement**. Organization shall return this Agreement to the Council Administrator's Office on or before July 26th, 2024. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

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

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

DocuSign Envelope ID: 6D5C4B01-3476-44E1-892A-9F02FAFA43A5

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

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

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: Vicki Holmberg
(Vickie Holmberg)
(Firebrook Estates Homeowners Association)

AGREEMENT

THIS AGREEMENT, made and entered into on the 27th day of June, 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 (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Friends of the Parks of Fayette Co., Inc. (Hereinafter "Organization"), of 206 E. Vista, Lexington, KY 40503, Fayette County.

W I T N E S S E T H:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $507 (Five Hundred Seven Dollars and No Cents) for the following lawful public purpose:

   [For improvements at Dogwood Park including installation of a Lost and Found box and purchase of basketball and repairs of the community bulletin board]

2. **Finalization of Agreement**. Organization shall return this Agreement to the Council Administrator's Office on or before July 26th, 2024. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

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

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

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

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

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By:
(Sandy Shafer)
(Friends of the Parks of Fayette Co., Inc.)

DocuSign Envelope ID: DCA2EEF1-3112-4E0D-ACE8-F384541E8107

AGREEMENT

THIS AGREEMENT, made and entered into on the 27th day of June, 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 (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Opera House Square Townhouses Corp. (Hereinafter "Organization"), of 541 West Short St. Unit 40, Lexington, KY 40507, Fayette County.

W I T N E S S E T H:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $650 (Six Hundred Fifty Dollars and No Cents) for the following lawful public purpose:

   [For a community beautification project to restore shrubs, trees, and plants for their neighborhood]

2. **Finalization of Agreement**. Organization shall return this Agreement to the Council Administrator's Office on or before July 26th, 2024. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

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

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

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

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

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: Gina Greathouse
(Gina Greathouse)
(Opera House Square Townhouses Corp.)

AGREEMENT

THIS AGREEMENT, made and entered into on the 27th day of June, 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 (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Unity in the Community (Hereinafter "Organization"), of 3527 Huffman Mill Pike, Lexington, KY 40511, Fayette County.

W I T N E S S E T H:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $500 (Five Hundred Dollars and No Cents) for the following lawful public purpose:

   [For a community cookout for youth under 18 impacted by gun violence]

2. **Finalization of Agreement**. Organization shall return this Agreement to the Council Administrator's Office on or before July 26th, 2024. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

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

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

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

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

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: Jonathan R
(Jonathan Richardson)
(Unity in the Community)

DocuSign Envelope ID: 4F584F00-6FD1-444B-8382-3B6FC99576D3

AGREEMENT

THIS AGREEMENT, made and entered into on the 27th day of June, 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 (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Moondance Foundation Inc (Hereinafter "Organization"), of 1152 Monarch Street, Lexington, KY 40513, Fayette County.

W I T N E S S E T H:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $1700 (One Thousand Seven Hundred Dollars and No Cents) for the following lawful public purpose:

   [To assist in the development of the website]

2. **Finalization of Agreement**. Organization shall return this Agreement to the Council Administrator's Office on or before July 26th, 2024. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

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

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

DocuSign Envelope ID: 4F584F00-6FD1-444B-8382-3B6FC99576D3

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

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

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By:
(Chris Woodall)
(Moondance Foundation Inc)

AGREEMENT

THIS AGREEMENT, made and entered into on the 27th day of June, 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 (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Chilesburg Maintenance Association (Hereinafter "Organization"), of 1795 Alysheba Way Ste. 4206, Lexington, KY 40509, Fayette County.

W I T N E S S E T H:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $2000 (Two Thousand Dollars and No Cents) for the following lawful public purpose:

   [To assist with upgrading landscaping items in common areas]

2. **Finalization of Agreement**. Organization shall return this Agreement to the Council Administrator's Office on or before July 26th, 2024. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

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

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

DocuSign Envelope ID: D5051104-18C0-4E00-B87A-63DFC7667D97

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

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

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: _____
(Susan Voglesong)
(Chilesburg Maintenance Association)

AGREEMENT

THIS AGREEMENT, made and entered into on the 27th day of June, 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 (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Operation Be You, Inc. (Hereinafter "Organization"), of PO Box 1226, Georgetown, KY 40324, Fayette County.

W I T N E S S E T H:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $1445.5 (One Thousand Four Hundred Forty-Five Dollars and Fifty Cents) for the following lawful public purpose:

   [To support attendance at an empowerment conference for the Black Girls Dream Conference in Atlanta, GA in June]

2. **Finalization of Agreement**. Organization shall return this Agreement to the Council Administrator's Office on or before July 26th, 2024. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

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

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

DocuSign Envelope ID: 0E04E9BF-C6C5-462D-A6B2-7399C5983990

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

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

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

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

DocuSign Envelope ID: 82C56FE3-96FE-4ECB-B872-6DA9A1EDF149

AGREEMENT

THIS AGREEMENT, made and entered into on the 27th day of June, 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 (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Belleau Wood Neighborhood Association (Hereinafter "Organization"), of 3921 Forest Green Drive, Lexington, KY 40517, Fayette County.

W I T N E S S E T H:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $1000 (One Thousand Dollars and No Cents) for the following lawful public purpose:

   [For landscaping, annual picnic, and yard of the month prizes]

2. **Finalization of Agreement**. Organization shall return this Agreement to the Council Administrator's Office on or before July 26th, 2024. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

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

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

AGREEMENT

THIS AGREEMENT, made and entered into on the 27th day of June, 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 (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Phoenix Rising Lexington (Hereinafter "Organization"), of 1450 North Broadway, Lexington, KY 40508, Fayette County.

W I T N E S S E T H:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $300 (Three Hundred Dollars and No Cents) for the following lawful public purpose:

   [To assist with expenses related to the 9th annual Legacy event]

2. **Finalization of Agreement**. Organization shall return this Agreement to the Council Administrator's Office on or before July 26th, 2024. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

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

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

AGREEMENT

THIS AGREEMENT, made and entered into on the 27th day of June, 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 (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Project Kids 1st (Hereinafter "Organization"), of 465 Curry Ave., Lexington, KY 40508, Fayette County.

W I T N E S S E T H:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $2679 (Two Thousand Six Hundred Seventy-Nine Dollars and No Cents) for the following lawful public purpose:

   [For the 4th of July celebration for community children and their families]

2. **Finalization of Agreement**. Organization shall return this Agreement to the Council Administrator's Office on or before July 26th, 2024. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

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

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

DocuSign Envelope ID: 190C1790-094C-4032-9767-23C988918D7D

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

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

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By:
(Nick Cooper)
(Project Kids 1st)

AGREEMENT

THIS AGREEMENT, made and entered into on the 27th day of June, 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 (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Northside Common Market (Hereinafter "Organization"), of 101 W. Loudon Ave. Ste. 150, Lexington, KY 40508, Fayette County.

W I T N E S S E T H:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $500 (Five Hundred Dollars and No Cents) for the following lawful public purpose:

   [To assist with expenses related to East End Nights]

2. **Finalization of Agreement**. Organization shall return this Agreement to the Council Administrator's Office on or before July 26th, 2024. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

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

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

DocuSign Envelope ID: FE75D8C2-BFA3-4A2F-A0F0-0F5E886E8790

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

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

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: Adina Tatum
(Adina Tatum)
(Northside Common Market)

AGREEMENT

THIS AGREEMENT, made and entered into on the 27th day of June, 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 (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Waterford II Homeowners Association (Hereinafter "Organization"), of 4080 Clearwater Way, Lexington, KY 40515, Fayette County.

W I T N E S S E T H:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $850 (Eight Hundred Fifty Dollars and No Cents) for the following lawful public purpose:

   [For landscaping, and clean up]

2. **Finalization of Agreement**. Organization shall return this Agreement to the Council Administrator's Office on or before July 26th, 2024. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

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

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

DocuSign Envelope ID: 74349DD5-DD25-47B0-8DE1-3098FBFDA9C6

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

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

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: Traci Doleman
(Traci Doleman)
(Waterford II Homeowners Association)

Docusign Envelope ID: 6071BB2B-1201-45DA-A9A4-682C85721DF5

AGREEMENT

THIS AGREEMENT, made and entered into on the 27th day of June, 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 (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Southpoint Residential Association Inc. (Hereinafter "Organization"), of 201 Bittersweet Way, Lexington, KY 40515, Fayette County.

W I T N E S S E T H:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $970.19 (Nine Hundred Seventy Dollars and Nineteen Cents) for the following lawful public purpose:

   [For mulching and beautification]

2. **Finalization of Agreement**. Organization shall return this Agreement to the Council Administrator's Office on or before July 26th, 2024. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

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

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

Docusign Envelope ID: 6071BB2B-1201-45DA-A9A4-682C85721DF5

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

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

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By:
(Jeff Wolfe)
(Southpoint Residential Association Inc.)

AGREEMENT

THIS AGREEMENT, made and entered into on the 27th day of June, 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 (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Georgetown Street Area Neighborhood Assoc., Inc. (Hereinafter "Organization"), of PO Box 11382, Lexington, KY 40575, Fayette County.

W I T N E S S E T H:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $2500 (Two Thousand Five Hundred Dollars and No Cents) for the following lawful public purpose:

   [To support community jazz nights at DouglassPark occurring during summer 2024]

2. **Finalization of Agreement**. Organization shall return this Agreement to the Council Administrator's Office on or before July 26th, 2024. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year.**

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

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

Docusign Envelope ID: 091428F1-53C4-44E1-AF90-66B86D466F18

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

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

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: Marcia Marshall
(Marcia Marshall)
(Georgetown Street Area Neighborhood Assoc., Inc.)

AGREEMENT

THIS AGREEMENT, made and entered into on the 27th day of June, 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 (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Highlands Neighborhood Association (Hereinafter "Organization"), of 1974 Parallel Rd, Lexington, KY 40511, Fayette County.

W I T N E S S E T H:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $1000 (One Thousand Dollars and No Cents) for the following lawful public purpose:

   [To support neighborhood improvements, including mowing services and a refrigerator purchase for the neighborhood shelter]

2. **Finalization of Agreement**. Organization shall return this Agreement to the Council Administrator's Office on or before July 26th, 2024. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

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

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

Docusign Envelope ID: 17A3FF8C-319D-4397-BF55-51078CD9E3A4

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

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

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By:
(Stephanie Sobleski)
(Highlands Neighborhood Association)

AGREEMENT

THIS AGREEMENT, made and entered into on the 27th day of June, 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 (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Junior League of Lexington (Hereinafter "Organization"), of PO Box 687, Lexington, KY 40588, Fayette County.

W I T N E S S E T H:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $1000 (One Thousand Dollars and No Cents) for the following lawful public purpose:

   [For LFUCG sponsorship of the annual Holly Day Market event and Centennial Gala]

2. **Finalization of Agreement**. Organization shall return this Agreement to the Council Administrator's Office on or before July 26th, 2024. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

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

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

Docusign Envelope ID: 221876B6-6934-464F-80EB-B564479AFCC9

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

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

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: Melissa Hammer
(Jenna Lowe)
(Junior League of Lexington)

AGREEMENT

THIS AGREEMENT, made and entered into on the 27th day of June, 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 (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Lexington Leadership Foundation (Hereinafter "Organization"), of 436 Georgetown Street, Lexington, KY 40508, Fayette County.

W I T N E S S E T H:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $1050 (One Thousand Fifty Dollars and No Cents) for the following lawful public purpose:

   [For expenses associated with the Fatherhood Initiative annual Father's Day celebration and Men's Prayer breakfast]

2. **Finalization of Agreement**. Organization shall return this Agreement to the Council Administrator's Office on or before July 26th, 2024. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

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

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

Docusign Envelope ID: 8E3C1A36-A4CC-427B-A58A-A768A2678A70

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

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

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By:
(Jared Sloan)
(Lexington Leadership Foundation)

AGREEMENT

THIS AGREEMENT, made and entered into on the 27th day of June, 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 (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Lexington Housing for the Handicapped, Inc. (Hereinafter "Organization"), of 507 Rogers Road, Lexington, KY 40505, Fayette County.

W I T N E S S E T H:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $1000 (One Thousand Dollars and No Cents) for the following lawful public purpose:

   [For ongoing operations, including groceries, utilities, etc.]

2. **Finalization of Agreement**. Organization shall return this Agreement to the Council Administrator's Office on or before July 26th, 2024. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

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

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

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

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

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: Amy Brown
(Amy Brown)
(Lexington Housing for the Handicapped, Inc.)

AGREEMENT

THIS AGREEMENT, made and entered into on the 27th day of June, 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 (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Bryan Station High School Alumni Association (Hereinafter "Organization"), of 677 Northside Dr.d, Lexington, KY 40505, Fayette County.

W I T N E S S E T H:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $1000 (One Thousand Dollars and No Cents) for the following lawful public purpose:

   [To help support students at Bryan Station with scholarships and projects]

2. **Finalization of Agreement**. Organization shall return this Agreement to the Council Administrator's Office on or before July 26th, 2024. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

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

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

Docusign Envelope ID: 9E92E2F9-A428-4410-91E0-830DB34F83D7

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

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

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: John Hiler
(Glenn Jones)
(Bryan Station High School Alumni Association)

AGREEMENT

THIS AGREEMENT, made and entered into on the 27th day of June, 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 (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Southland Jamboree Association Inc (Hereinafter "Organization"), of PO Box 910603, Lexington, KY 40591, Fayette County.

W I T N E S S E T H:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $2000 (Two Thousand Dollars and No Cents) for the following lawful public purpose:

   [For costs associated with bands and sound technicians for their free weekly concert series this summer at Moondance Amphitheater]

2. **Finalization of Agreement**. Organization shall return this Agreement to the Council Administrator's Office on or before July 26th, 2024. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

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

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

Docusign Envelope ID: D61FCDA3-513C-45DE-9408-B298741DC6A3

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

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

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: Beth Tibbitts
(Beth Tibbitts)
(Southland Jamboree Association Inc)

AGREEMENT

THIS AGREEMENT, made and entered into on the 27th day of June, 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 (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and STARS, Inc (Hereinafter "Organization"), of 340 East New Circle Rd. Ste. 120, Lexington, KY 40505, Fayette County.

W I T N E S S E T H:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $1245.5 (One Thousand Two Hundred Forty-Five Dollars and Fifty Cents) for the following lawful public purpose:

   [To offset costs for materials, supplies, and venue rental for 6-week summer program for immersive experiences in sports and visual/performing arts]

2. **Finalization of Agreement**. Organization shall return this Agreement to the Council Administrator's Office on or before July 26th, 2024. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

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

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

Docusign Envelope ID: 5EC18764-ECAB-49DB-BA72-06659136B9D7

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

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

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By:
(Shiretha Chantal)
(STARS, Inc)

AGREEMENT

THIS AGREEMENT, made and entered into on the 27th day of June, 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 (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and St. Martin's Village Neighborhood Association (Hereinafter "Organization"), of 1033 St. Martin's Avenue, Lexington, KY 40511, Fayette County.

W I T N E S S E T H:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $1725 (One Thousand Seven Hundred Twenty-Five Dollars and No Cents) for the following lawful public purpose:

   [To support neighborhood improvements, including purchase of bricks and pavers]

2. **Finalization of Agreement**. Organization shall return this Agreement to the Council Administrator's Office on or before July 26th, 2024. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

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

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

Docusign Envelope ID: F86CA569-772C-4E9A-8FBA-F228B232DE4A

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

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

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: Michelle Davis
(Michelle Davis)
(St. Martin's Village Neighborhood Association)

AGREEMENT

THIS AGREEMENT, made and entered into on the 27th day of June, 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 (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Lakeview Islands Security & Maintenance Assoc. Inc (Hereinafter "Organization"), of PO Box 22195, Lexington, KY 40522, Fayette County.

W I T N E S S E T H:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $1069.08 (One Thousand Sixty-Nine Dollars and Eight Cents) for the following lawful public purpose:

   [To assist with installation of 21 mounted lights along the causeway; 16 lights along designated treeson the causeways sidewalk; and 12 rail mounted lights on the rail across the bridge]

2. **Finalization of Agreement**. Organization shall return this Agreement to the Council Administrator's Office on or before July 26th, 2024. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

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

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

Docusign Envelope ID: A0AB3DA4-D9CD-4F97-96C9-F5BEBB0548C3

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

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

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By:
(Darrin Pettit)
(Lakeview Islands Security & Maintenance Assoc. Inc)

AGREEMENT

THIS AGREEMENT, made and entered into on the 27th day of June, 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 (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Pearlz of Wisdom, Inc. (Hereinafter "Organization"), of 833 Vermillion Peak Pass, Lexington, KY 40515, Fayette County.

W I T N E S S E T H:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $2000 (Two Thousand Dollars and No Cents) for the following lawful public purpose:

   [For application fees, school supplies, housewares and dorm supplies, and books to assist students as they get set up at college]

2. **Finalization of Agreement**. Organization shall return this Agreement to the Council Administrator's Office on or before July 26th, 2024. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

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

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

Docusign Envelope ID: 9D9A32D2-3412-4926-9069-2AA32FA0FA1D

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

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

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: Hadiyah Newbern
(Hadiyah Newbern)
(Pearlz of Wisdom, Inc.)

Docusign Envelope ID: 2D9730DF-363D-4DD6-9F6C-85822B77D100

AGREEMENT

THIS AGREEMENT, made and entered into on the 27th day of June, 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 (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Georgetown Street Area Neighborhood Assoc., Inc. (Hereinafter "Organization"), of PO Box 11382, Lexington, KY 40575, Fayette County.

W I T N E S S E T H:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $950 (Nine Hundred Fifty Dollars and No Cents) for the following lawful public purpose:

   [For the repair of the marquee at Douglass Park]

2. **Finalization of Agreement**. Organization shall return this Agreement to the Council Administrator's Office on or before July 26th, 2024. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

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

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

Docusign Envelope ID: 2D9730DF-363D-4DD6-9F6C-85822B77D100

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

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

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: Marcia Marshell
(Marcia Marshell)
(Georgetown Street Area Neighborhood Assoc., Inc.)

AGREEMENT

THIS AGREEMENT, made and entered into on the 27th day of June, 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 (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Eastland Parkway Neighborhood Association (Hereinafter "Organization"), of 1885 Gayle Drive, Lexington, KY 40505, Fayette County.

W I T N E S S E T H:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $1795 (One Thousand Seven Hundred Ninety-Five Dollars and No Cents) for the following lawful public purpose:

   [For costs associated with printing of newsletters, website continuance, signage for events, and neighborhood entrance repairs]

2. **Finalization of Agreement**. Organization shall return this Agreement to the Council Administrator's Office on or before July 26th, 2024. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

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

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

Docusign Envelope ID: DE31D5C6-B25B-4619-B42A-551B571E4BDC

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

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

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: Susan Ecton
(Susan Ecton)
(Eastland Parkway Neighborhood Association)

AGREEMENT

THIS AGREEMENT, made and entered into on the 27th day of June, 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 (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Attitude of Gratitude Foundation (Hereinafter "Organization"), of 932 Cherrywood Dr., Lexington, KY 40515, Fayette County.

W I T N E S S E T H:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $500 (Five Hundred Dollars and No Cents) for the following lawful public purpose:

   [To assist with their ongoing mission to offer financial aid grants to those adopting domestically or internationally]

2. **Finalization of Agreement**. Organization shall return this Agreement to the Council Administrator's Office on or before July 26th, 2024. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

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

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

Docusign Envelope ID: 372155EF-F861-44ED-9517-8F003D116873

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

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

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: Josh Lynch
(Josh Lynch)
(Attitude of Gratitude Foundation)

AGREEMENT

THIS AGREEMENT, made and entered into on the 27th day of June, 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 (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Magnolia Run Carriage Homes (Hereinafter "Organization"), of 557 Goldon Trophy Trail, Lexington, KY 40514, Fayette County.

W I T N E S S E T H:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $500 (Five Hundred Dollars and No Cents) for the following lawful public purpose:

   [To assist with the purchase of motion detection lights and security cameras]

2. **Finalization of Agreement**. Organization shall return this Agreement to the Council Administrator's Office on or before July 26th, 2024. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

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

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

Docusign Envelope ID: CC01C716-D1D6-4DCF-A955-E90B64C42A5A

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

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

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: George Weber
(George Weber)
(Magnolia Run Carriage Homes)

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0557-24

File ID:	0557-24	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	05/23/2024
File Name:	Capital List 5/28/24			**Final Action:**	06/27/2024

Title: A Resolution authorizing and approving the transfer of Council Capital Projects funds in the amount of $13,495.36 to the Div. of Streets and Roads for the completion of paving work associated with a water quality project in the Castlegate Neighborhood. [Council Office, Hall]

Notes:

Sponsors:		**Enactment Date:**	06/27/2024
Attachments:	Capital List 5.28.24, Reso 0557-24 NDF Council Capital (05-28-24) 4891-0273-5555 v.3.docx, R-306-2024	**Enactment Number:**	R-306-2024
Deed #:		**Hearing Date:**	
Drafter:		**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	05/28/2024	Approved and Referred to Docket	Urban County Council	06/13/2024		Pass
1	Urban County Council	06/13/2024	Received First Reading	Urban County Council	06/27/2024		
1	Urban County Council	06/27/2024	Approved				Pass

Text of Legislative File 0557-24

Title

A Resolution authorizing and approving the transfer of Council Capital Projects funds in the amount of $13,495.36 to the Div. of Streets and Roads for the completion of paving work associated with a water quality project in the Castlegate Neighborhood. [Council Office, Hall]

..Summary

Organization:
LFUCG - Streets and Roads
Rob Allen
1105-303301-0001-93011

Purpose:

To complete paving work associated with a water quality project in the Castlegate Neighborhood

Amount:

$ 13,495.36

Council Capital Projects
May 28, 2024
Work Session

Amount	Recipient	Purpose
$ 13,495.36	LFUCG - Streets and Roads Rob Allen 1105-303301-0001-93011	To complete paving work associated with a water quality project in the Castlegate Neighborhood

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING AND APPROVING THE TRANSFER OF COUNCIL CAPITAL PROJECTS FUNDS IN THE AMOUNT OF $13,495.36 TO THE DIVISION OF STREETS AND ROADS FOR THE COMPLETION OF PAVING WORK ASSOCIATED WITH A WATER QUALITY PROJECT IN THE CASTLEGATE NEIGHBORHOOD.

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

Section 1 – That the transfer of funds in the amount of $13,495.36 from the Council Capital Projects fund to the Division of Streets and Roads (1105-303301-93011), for the completion of paving work associated with a water quality project in the Castlegate Neighborhood, 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
0557-24:DJB:4891-0273-5555, v. 3

RESOLUTION NO. 306 - 2024

A RESOLUTION AUTHORIZING AND APPROVING THE TRANSFER OF COUNCIL CAPITAL PROJECTS FUNDS IN THE AMOUNT OF $13,495.36 TO THE DIVISION OF STREETS AND ROADS FOR THE COMPLETION OF PAVING WORK ASSOCIATED WITH A WATER QUALITY PROJECT IN THE CASTLEGATE NEIGHBORHOOD.

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

Section 1 – That the transfer of funds in the amount of $13,495.36 from the Council Capital Projects fund to the Division of Streets and Roads (1105-303301-93011), for the completion of paving work associated with a water quality project in the Castlegate Neighborhood, 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: June 27, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0557-24:DJB:4891-0273-5555, v. 3

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0559-24

File ID:	0559-24	**Type:**	Presentation	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	05/23/2024
File Name:	Presentation: BMWA Trip, Huntsville, AL			**Final Action:**	05/28/2024
Title:	Presentation: BMWA Trip, Huntsville, AL				
Notes:					
Sponsors:				**Enactment Date:**	
Attachments:	BMWA Huntsville Trip Presentation			**Enactment Number:**	
Deed #:				**Hearing Date:**	
Drafter:				**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	05/28/2024	Received and Filed				

Text of Legislative File 0559-24

Title

Presentation: BMWA Trip, Huntsville, AL

Purpose:

Engage- Community, Commerce, Careers

Explore- Workforce Development, Innovative, STEM

Exposure- Network of business leaders, Mentor opportunities, Internships



Agenda



01.

Engineering

02.

Entrepreneurship

03.

Education

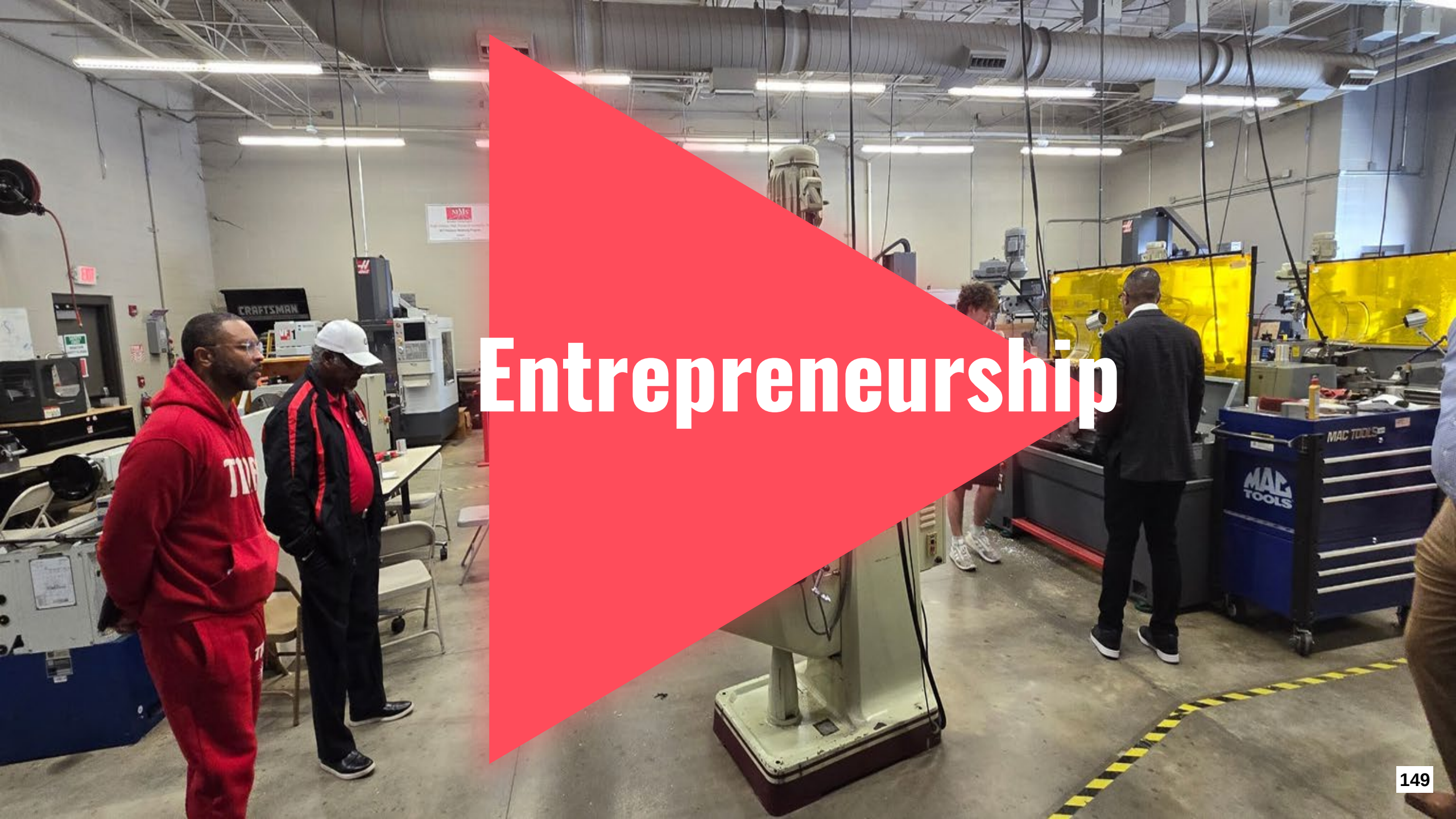


Toyota Mazda Plant Tour

Engineering

Engineering In Huntsville




Entrepreneurship
CRAFTSMAN
MAC TOOLS





Boneal Aerospace

Concept: Conceive-Believe-Achieve

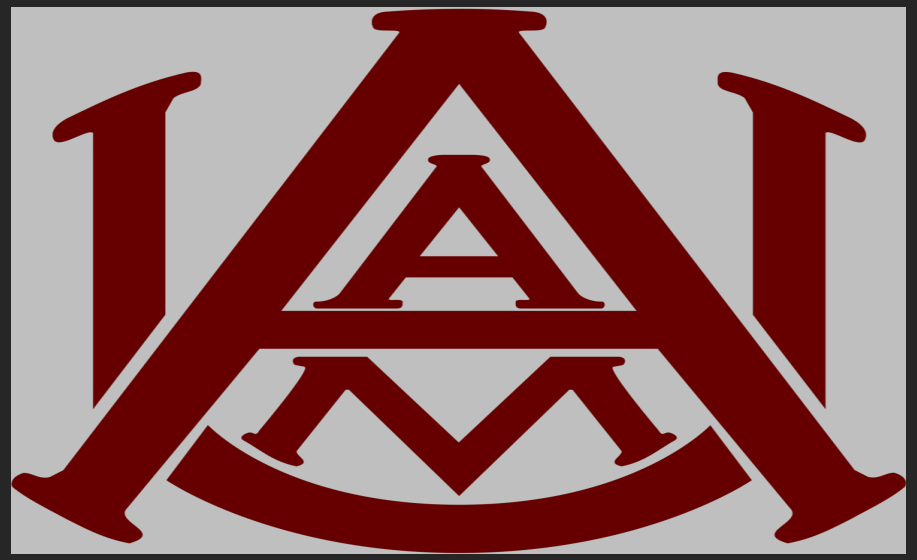
- Manufacturing
- Strategic Sourcing
- Full Service Logistics



Education

Education

- Grissom High School- Public school in Huntsville, Alabama whos curriculum revolves around STEAM.
- Alabama A&M University- Historically Black land-grant institution
- West Point Military Academy- US Military Academy in West Point, NY.





Takeaways/Further Action





QUESTIONS

For more information visit:
www.bmwacademyky.org

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0927-23

File ID:	0927-23	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Urban County Council Work Session
				File Created:	09/07/2023
File Name:	Page Break			**Final Action:**	

Title:

Notes:

Sponsors:		**Enactment Date:**	
Deed #:		**Hearing Date:**	
Drafter:		**Effective Date:**	

History of Legislative File

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

Text of Legislative File 0927-23

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0530-24

File ID:	0530-24	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	05/08/2024
File Name:	Change Order Town Branch WWTP Channel Repairs			**Final Action:**	06/27/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 1 to the Contract with Crom, LLC, for Town Branch Wastewater Treatment Plant Concrete Channel Repairs, for the Div. of Water Quality, decreasing the Contract by the sum of $343,177.46, from $2,995,420.00 to $2,652,242.54. [Div. of Water Quality, Martin]

Notes:

Sponsors:		**Enactment Date:**	06/27/2024
Attachments:	Blue Sheet Memo, CO No. 1 - TB Concrete Ph I_CROM, RESO 530-24- Change order 1 TB WWTP Channel repairs 4881-6550-1121 v.1.docx, R-302-2024	**Enactment Number:**	R-302-2024
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	05/28/2024	Approved and Referred to Docket	Urban County Council	06/13/2024		Pass
1	Urban County Council	06/13/2024	Received First Reading	Urban County Council	06/27/2024		
1	Urban County Council	06/27/2024	Approved				Pass

Text of Legislative File 0530-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 1 to the Contract with Crom, LLC, for Town Branch Wastewater Treatment Plant Concrete Channel Repairs, for the Div. of Water Quality, decreasing the Contract by the sum of $343,177.46, from $2,995,420.00 to

$2,652,242.54. [Div. of Water Quality, Martin]

Summary

Authorization to approve Change Order No. 1 with CROM, LLC for the Town Branch WWTP Concrete Channel Repairs, Phase 1 (Contract 56-2022), decreasing the Contract by $343,177.46 (11.46 percent), bringing the revised total to $2,652,242.54. (L0530-24) (Martin/Albright)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Evan Thompson 05/07/24

Risk Management: No

Fully Budgeted: N/A

Account Number: 4003-303401-3401-92711

This Fiscal Year Impact: -$343,177.46

Annual Impact: $

Project: TBCONCRETE_2019

Activity: CONSTRUCT 2019

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

CHARLES H. MARTIN, P.E.
DIRECTOR
WATER QUALITY

TO: Mayor Linda Gorton
Urban County Council

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

DATE: April 24, 2024

SUBJECT: Change Order No. 1; Town Branch WWTP Concrete Channel Repairs, Phase I (Contract 56-2022)

CC: Division of Central Purchasing

Request

The Division of Water Quality recommends approval of Change Order No. 1 to CROM, LLC, the contractor for the Town Branch WWTP Concrete Channel Repairs, Phase I.

Purpose of Request

This is the final balancing change order to account for the differences between installed quantities and the original bid form quantities.

Project Cost in FY24 Budget and Future Budget Years

FY24 – Approval of this change order results in a decrease of $343,177.46 to the contract (-11.46%). The revised contract amount including this change order will be $2,652,242.54 representing an 11.46% decrease from the original contract amount.

Future Budget Impact –This change order will not have an impact on future budget years.

Are Funds Budgeted

Funds are Budgeted: 4003 303401 3401 92711 TBCONCRETE_2019 CONSTRUCT 2019

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CONTRACT CHANGE ORDER	DATE:	April 24, 2024
	Contract Modification:	1
	CONTRACT #:	56-2022
PROJECT: Town Branch WWTP Concrete Channel Repairs, Phase I		
TO: CROM, LLC, 250 S.W. 36th Terrace, Gainesville, FL 32607		

Original Contract Amount	$2,995,420.00
Cumulative Amount of Previous Contract Modifications	$0.00
Percent Change of Previous Contract Modifications	0.00%
Existing Contract Amount	$2,995,420.00
Net (increase/decrease) in Contract Amount - (From following pages)	-$343,177.46
Percent Change of This Contract Modification	-11.46%
Original Contract Amount	$2,995,420.00
Cumulative Amount of all Contract Modifications	-$343,177.46
Percent Change of all Contract Modifications	-11.46%
New Contract Amount Including this Change Order	$2,652,242.54

Recommended by Emily Epperson (Proj. Engr.) Date 04/24/2024

Accepted by Joseph C Savanna crom (Contractor) Date 05/03/2024

Approved by _____ (Director) Date _____

Approved by _____ (Commissioner) Date _____

Approved by _____ (Purchasing) Date _____

Approved by _____ (Mayor or CAO) Date _____

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CONTRACT MODIFICATION	DATE:	April 24, 2024
	Contract Mod #:	1
	CONTRACT #:	56-2022

Project: Town Branch WWTP Concrete Channel Repairs, Phase I

TO: CROM, LLC, 250 S.W. 36th Terrace, Gainesville, FL 32607

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

Item No.	ADD / DEL	Description of changes	Units	Quantity	Unit Price	Decrease in contract price	Increase in contract price
1	DEL	Final balancing change order	LS	1	$ 343,177.46	$ 343,177.46	$ -
2							$ -
3						$ -	$ -
4						$ -	$ -
5						$ -	$ -
6						$ -	$ -
7						$ -	$ -
8						$ -	$ -
9						$ -	$ -
10						$ -	$ -
11						$ -	$ -
12						$ -	$ -
13						$ -	$ -
14						$ -	$ -
15						$ -	$ -
Total decrease						$ 343,177.46	
Total increase							$ -
Net (increase) in contract price							$ (343,177.46)

JUSTIFICATION FOR CHANGE		
	PROJECT:	Town Branch WWTP Concrete Channel Repairs, Phase I
	CONTRACT NO.	56-2022
	CHANGE ORDER:	1

1. Necessity for change: Adjustments to the Huber Septage equipment and related piping, unforseen conduit relocation, credit for an unused allowance, Emergency light fixture change (material only), Additional water flushing line to better utilize Huber equipment.

2. Is proposed change an alternate bid? ___Yes _X_No

3. Will proposed change alter the physical size of the project? ___Yes _X_No

   If "Yes", explain.

4. Effect of this change on other prime contractors: N/A

5. Has consent of surety been obtained? ___Yes _X_Not Necessary

6. Will this change affect expiration or extent of insurance coverage? ___Yes _X_No

   If "Yes", will the policies be extended? ___Yes ___No

7. Effect on operation and maintenance costs: N/A

8. Effect on contract completion date: Yes

_____ _____

Mayor Date

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER NO. 1 TO THE CONTRACT WITH CROM, LLC, FOR TOWN BRANCH WASTEWATER TREATMENT PLANT CONCRETE CHANNEL REPAIRS, FOR THE DIVISION OF WATER QUALITY, DECREASING THE CONTRACT BY THE SUM OF $343,177.46, FROM $2,995,420.00 TO $2,652,242.54.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute Change Order No. 1, which is attached hereto and incorporated herein by reference, to the Contract with Crom, LLC, for Town Branch Wastewater Treatment Plant Concrete Channel Repairs, for the Division of Water Quality, decreasing the contract price by the sum of $343,177.46, from $2,995,420.00 to $2,652,242.54.

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
0530-24:EPT:4881-6550-1121, v. 1

RESOLUTION NO. 302 - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER NO. 1 TO THE CONTRACT WITH CROM, LLC, FOR TOWN BRANCH WASTEWATER TREATMENT PLANT CONCRETE CHANNEL REPAIRS, FOR THE DIVISION OF WATER QUALITY, DECREASING THE CONTRACT BY THE SUM OF $343,177.46, FROM $2,995,420.00 TO $2,652,242.54.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute Change Order No. 1, which is attached hereto and incorporated herein by reference, to the Contract with Crom, LLC, for Town Branch Wastewater Treatment Plant Concrete Channel Repairs, for the Division of Water Quality, decreasing the contract price by the sum of $343,177.46, from $2,995,420.00 to $2,652,242.54.

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

PASSED URBAN COUNTY COUNCIL: June 27, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0530-24:EPT:4881-6550-1121, v. 1

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0549-24

File ID:	0549-24	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	198-2024	**In Control:**	Urban County Council
				File Created:	05/13/2024
File Name:	MOA - KYTC (SC 605 2300001499)			**Final Action:**	06/27/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement with the Ky. Transportation Cabinet (KYTC), delegating responsibility for operation and maintenance costs for traffic signals and electrical traffic control devices on the State Primary Rd. System in Fayette County, which shall be reimbursed by KYTC up to $426,000. [Div. of Traffic Engineering, Neal]

Notes: taken to the mayor's office for signature 7/16/24. CILOO in Clerk's office to be updated with copy of signature page. AA

Sponsors:		**Enactment Date:**	06/27/2024
Attachments:	MOA - SC 605 2400001512.pdf, MOA Agreement Memo - May_2024.pdf, RESO 0549-24 Re-new MOA with KYTC 4856-9988-9600 v.1.docx, R-303-2024, Contract #198-2024	**Enactment Number:**	R-303-2024
Deed #:		**Hearing Date:**	
Drafter:	Felicia Arms	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	05/28/2024	Approved and Referred to Docket	Urban County Council	06/13/2024		Pass
1	Urban County Council	06/13/2024	Received First Reading	Urban County Council	06/27/2024		
1	Urban County Council	06/27/2024	Approved				Pass

Text of Legislative File 0549-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement with the Ky. Transportation Cabinet (KYTC), delegating responsibility for operation and maintenance costs for traffic signals and electrical traffic control devices on the State Primary Rd. System in Fayette County, which shall be reimbursed by KYTC up to $426,000. [Div. of Traffic Engineering, Neal]

Summary

Authorization to renew the Annual MOA between the Kentucky Transportation Cabinet (KYTC) and the LFUCG Division of Traffic Engineering for the operation and maintenance of traffic signals and electrical traffic control devices on the State Primary Road System at $396,000.00, along with an additional $30,000.00 associated with replacing the Lane Use Control (LUC) signs on US 27. This Agreement is not to exceed the reimbursement cost of $426,000.00 for the effective period of July 1, 2024, through June 30, 2025. (L0549-24) (Neal/Albright)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Attorney Gabriel Thatcher, May 6, 2024

Risk Management: NA

Fully Budgeted: Partially Budgeted FY25 MPB, BA to follow for $30,000

Account Number: 1141-303602-3601-XXXXX (various accounts)

This Fiscal Year Impact: $426,000 FY 25

Annual Impact:

Project:

Activity:

Budget Reference:

Current Balance: Partially Budgeted FY25 MPB, BA to follow for $30,000

DocuSign Envelope ID: 87C875A3-DCB9-4A37-AAED-418C88FA857D

Andy Beshear
GOVERNOR

TRANSPORTATION CABINET
200 Mero Street
Frankfort, Kentucky 406 01

Jim Gray
SECRETARY

MEMORANDUM

TO: Jim Gray
Secretary

THRU: Mike Hancock, P.E.
Deputy Secretary

THRU: James Ballinger, P.E.
State Highway Engineer

THRU: Kelly Baker, Chief District Engineer
District 7

THRU: Robin Brewer, Executive Director
Office of Budget & Fiscal Mgmt.

THRU: William Fogle or Todd Shipp
Office of Legal Services

DS
TS

FROM: Laura Hagan, Director
Division of Purchases

DATE: May 1, 2024

SUBJECT: SC 605 2400001512

Attached is a contract for LFUCG Signal Maintenance requested by Division of Maintenance. The contract is in the amount of $426,000.00 for period July 1, 2024 through June 30, 2025.

DocuSign Envelope ID: 87C875A3-DCB9-4A37-AAED-418C88FA857D

Commonwealth of Kentucky
CONTRACT

Document Number: SC 605 2400001512 **Version:** 1

Record Date:

Document Description: LFUCG Signal Maintenance

Cited Authority: KRS177.280
Agreements of local government units

Reason for Modification:

Issuer Contact:

Name: LATASHA CHENAULT
Phone: 502-782-5673
E-mail: latasha.chenault@KY.GOV

Vendor Name:

LEXINGTON FAYETTE URBAN CO GOVERNMENT

200 EAST MAIN STREET

LEXINGTON KY 40507

Vendor No. KY0032969

Vendor Contact

Name: Chad Hancock
Phone: 8592583313
E-mail: chancock@lexingtonky.gov

Effective From: 2024-07-01 **Effective To:** 2025-06-30

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		LFUCG monthly payment to maintain signals in Fayette County	$0.000000	$396,000.00	$396,000.00

Extended Description:

Any funds remaining at the end of the Fiscal Year may be used for material, programming, or equipment purchases, with prior approval of KYTC to the contract to allow them to purchase traffic items that are not covered under the contract.

The Cabinet shall pay LFUCG, within 30 working days, all approved billings for labor including engineering costs, material, and equipment in the performance of the work as outlined in the Agreement. LFUCG shall submit these billings on a monthly invoice equal to 1/12 of the annual contract amount. Total payments under the Agreement shall not exceed $396,000 for a fiscal year. If the contract begins or terminates on a date other than the beginning or end of the fiscal year, only billing increments of 1/12 of the total annual contract amount will be considered for payment. No payment will be made for work occurring outside the effective dates of the agreement.

Shipping Information:	Billing Information:
KYTC District 7 - Lexington District Office 800 Newtown Court Lexington KY 40511	KYTC District 7 - Lexington District Office 800 Newtown Court PO Box 11127 Lexington KY 40511

Effective From: 2024-07-01 **Effective To:** 2025-06-30

DocuSign Envelope ID: 87C875A3-DCB9-4A37-AAED-418C88FA857D

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
2		0.00000		LUC Signs	$0.000000	$30,000.00	$30,000.00

Extended Description:
Replacing the LUC signs on US 27

Shipping Information:	Billing Information:
	KYTC District 7 - Lexington District Office 800 Newtown Court PO Box 11127 Lexington KY 40511

TOTAL CONTRACT AMOUNT	$426,000.00

Memorandum of Agreement

This Memorandum of Agreement (MOA) is entered into, by and between the Commonwealth of Kentucky, Kentucky Transportation Cabinet ("the Commonwealth") and Lexington Fayette Urban County Government (LFUCG) ("the Contractor") to establish an agreement for Operation and Maintenance of Traffic Signals and Electrical Traffic Control Devices on the State Primary Road System. The initial MOA is effective from July 1, 2024 through June 30, 2025.

SECTION 1-ADMINISTRATIVE OVERVIEW

1.00-Purpose and Background
The Kentucky Transportation Cabinet's (KYTC) Division of Purchases is issuing this **AGREEMENT** on behalf of the KYTC Department of Highways District 7. The Division of Purchases is the only office authorized to change, modify, amend, alter, or clarify the specifications and terms and conditions of the contract.

1.01 – Communications

Unless otherwise instructed, all notices, consents, and other communications required and/or permitted by the Contract shall be in writing.

After the Award of Contract, all communications of a contractual or legal nature are to be in writing and sent to the Agency Contact Person with a copy to the Buyer.

Notices made by the Cabinet to the Contractor shall be sent to the Contractor Representative.

Agency Contact:
Natalia McMillan, Transportation Engineer Supervisor
Department of Highways District 7
800 Newtown Court
Lexington, KY 40512
502-564-5379
Email: natalia.mcmillan@ky.gov

Buyer:
Latasha Chenault
Division of Purchases
Kentucky Transportation Cabinet
200 Mero Street
Frankfort, Kentucky 40622
Phone: 502-782-5673
Email: Latasha.Chenault@ky.gov

SECTION 2-SCOPE OF WORK

2.00 Services Required:

This Agreement supersedes item number six in the Maintenance and Traffic Contract between the City of Lexington and the Department of Highways dated October 12, 1972. All other portions of the October 12, 1972 contract remain in place and are not impacted by this Agreement.

WHEREAS, LFUCG, in the interest of public safety and traffic flow efficiency, has requested authority to assume certain obligations and responsibilities with regard to the Department of Highways State Primary Road System located within the boundaries of Fayette County, and

WHEREAS, the Cabinet, in the interest of public safety and traffic flow efficiency, has agreed to assign certain responsibilities with regard to traffic signalization, operations and maintenance in Fayette County to LFUCG; and

WHEREAS, the Cabinet has the authority to enter into any and all agreements inclusive of agreements with local government entities pursuant to KRS 177.043; and

WHEREAS, LFUCG has authority to elect to maintain and operate traffic signalization on roadways, located on the Department of Highways State Primary Road System within Fayette County pursuant to KRS 177.055; and

WHEREAS, the purpose of this Agreement is to set forth the duties and obligations of the parties with regard to the maintenance and operation of traffic signals and electrical traffic control devices on the State Primary Road System within Fayette County; and

WHEREAS, the Cabinet, and the LFUCG desire to enter into this agreement to enhance traffic management in Fayette County;

NOW, THEREFORE, in consideration of the mutual covenants expressed herein, the Cabinet and LFUCG, (collectively hereinafter “the Parties”) agree as follows:
.

1. **Scope** - The terms of this Agreement shall apply to all state maintained routes in Fayette County.
2. **Authorization of LFUCG** - LFUCG agrees to seek approval and authorization from its Urban County Council and shall obtain and incorporate herein a resolution or other written authorization. This Agreement and all terms herein are therefore contingent upon obtaining any and all appropriate and necessary authorization from the Urban County Council.
3. **Cost Recovery** - The Cabinet hereby delegates to LFUCG the authority to file insurance claims and take other necessary collection actions against the driver or registered owner of a motor vehicle which LFUCG has reason to believe has caused or contributed to a collision resulting in damage to traffic signalization and other electrical traffic control devices belonging to the Cabinet, but subject to the operation and maintenance responsibility of LFUCG pursuant to this agreement.
4. **Denial or Suspension** - Pursuant to KRS 186.570, the Cabinet hereby designates LFUCG as an agent with authority to recommend the denial or suspension of the operator's license of any person, or, in the case of a nonresident, withdraw the privilege of operating a motor vehicle in this state, if LFUCG has reason to believe that the person has, by reckless or unlawful operation of a motor vehicle, caused, or contributed to, a collision resulting in serious property damage, including damage to traffic signalization and other electrical traffic control devices on the State Primary Road System within Fayette County.
5. **Obligations of LFUCG** - LFUCG covenants and agrees to undertake the following obligations:
    a. LFUCG agrees to maintain and operate the traffic signals and electrical traffic control devices on roadways located on the Department of Highways State Primary Road System within Fayette County.
    b. LFUCG shall comply with all applicable federal and state statutes, executive orders, regulatory requirements, and policies, including, but not limited to, 23 CFR Part 655, the Manual on Uniform Traffic Control Devices and amendments thereto, and the Division of Traffic Operations Guidance Manual.
    c. LFUCG agrees to accept the maintenance and operations of new traffic signals and electrical traffic control devices installed by the Cabinet, or by a contractor through the encroachment permit process, under the terms of the Agreement.
    d. LFUCG shall be responsible for all media and citizen inquiries and all public relations regarding the traffic signals and electrical traffic control devices for which they are responsible. This provision shall not prohibit or otherwise interfere with any state-wide or county-wide public relations efforts undertaken by the Cabinet that may have some impact on aforementioned traffic signal locations.
    e. LFUCG shall be responsible for employing adequate staffing to provide the labor and services related to the safe and efficient operation of the computerized traffic signal control system and the timely and necessary maintenance of the Fayette County traffic signals and electrical traffic control devices.
    f. LFUCG shall take no action which impedes or negatively impacts the Lexington Area Metropolitan Planning Organization Long Range Plan, Transportation Improvement Plan or Six Year Highway Plan or the process related thereto.
    g. LFUCG shall make reasonable efforts to match damage to traffic signalization and other electrical traffic control devices belonging to the Cabinet, but subject to the operation and maintenance responsibility of

LFUCG, to a collision identified in a corresponding Kentucky Uniform Police Traffic Collision Report and to the driver or registered owner of a motor vehicle which caused, or contributed to, the collision resulting in the property damage.

h. LFUCG shall make reasonable efforts to collect reimbursement for damage to traffic signalization and other electrical traffic control devices belonging to the Cabinet which can be matched to a reported collision and shall apply any proceeds to the installation, repair, or replacement of traffic signalization, operations, and maintenance property belonging to the Cabinet, but subject to the operation and maintenance responsibility of LFUCG.

i. LFUCG shall request any write-off of uncollectable property damage cost recovery amounts associated with a collision identified in a Kentucky Uniform Police Traffic Collision Report to the Transportation Cabinet, Office of Legal Services.

j. LFUCG shall deliver all damaged poles, signal cabinets and any other recyclable materials, removed as a result of services under this agreement, to the District 7 electrical yard.

6. **Obligations of the Cabinet** - The Cabinet covenants and agrees to undertake the following obligations:
   a. The Cabinet agrees to provide funding, not to exceed $396,000 for a fiscal year, to the Lexington Fayette Urban County Government, Division of Traffic Engineering, for the purpose of operating and maintaining traffic signals and electrical traffic control devices on the State Primary Road System in Fayette County.
   b. The Cabinet agrees to install new traffic signals and electrical traffic control devices, approved by the Cabinet, on the State Primary Road System in Fayette County, in accordance with the standards, specifications, and policies of the Cabinet. All new installations made under this agreement shall be property of the Cabinet.
   c. The Cabinet, after the initial turn on of a new traffic signal or electrical traffic control device installed by the Cabinet, or by a contractor through the encroachment permit process, agrees to delegate the operation and maintenance to LFUCG.
   d. The Cabinet agrees to provide materials as necessary to repair, maintain, or enhance/modify traffic signals and electrical traffic control devices on the State Primary Road system in Fayette county from the Cabinet's warehouse stock. Enhancements or modifications to existing devices under this contract shall require a request by LFUCG and pre-approval from the Cabinet. The Cabinet will not provide specialized equipment or materials that exceed the Cabinet's specifications. The Cabinet has first right of refusal for State owned equipment removed as a result of work accomplished under this agreement.
   e. At the discretion of the Cabinet, and upon the written request of LFUCG, specialized materials and major projects, beyond the capabilities of LFUCG, and beyond the scope of the agreement, may be approved and completed by the Cabinet, or as mutually agreed upon by both parties.
   f. The Cabinet will follow the Cabinet's policies and procedures related to disposal of any scrap metal received from LFUCG.
7. **Mutuality of Obligations** - The Parties agree that the obligations imposed upon them are for the benefits of the parties. Timely fulfillment of each and every obligation in accordance with this memorandum is necessary. The failure of any party to fulfill any of its obligations under this memorandum or the failure of any event to occur by a date established by this memorandum shall constitute a breach of the Agreement unless the fulfillment of such obligation is waived or modified by written Agreement of the parties.
8. **Audits and Inspections** - LFUCG agrees that the Cabinet, the Finance 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 the Agreement for the purpose of financial audit or program review.
9. **Hold Harmless** - LFUCG shall hold harmless the Cabinet, the Commonwealth, its officers, employees, agents and contractors, from any action or claim against those parties resulting from or based upon this Agreement, including but not limited to any liability resulting from discretionary decisions made by LFUCG with regard to traffic signalization, pursuant to the authority transferred to LFUCG by this Agreement.

10. **Disputes** - Any dispute concerning a question of fact in connection with work performed pursuant to this Agreement that cannot be disposed of by agreement between the parties shall be referred to the Secretary

of the Transportation Cabinet of the Commonwealth of Kentucky, or his duly authorized representative, whose decision shall be final. Any dispute concerning a question of law shall be governed by the laws of the Commonwealth of Kentucky. The parties hereto agree that any legal action brought on the basis of this Agreement shall be filed in the Franklin County Circuit Court of the Commonwealth of Kentucky.

SECTION 3-PRICING

Commodity Line 1: LFUCG monthly payment to maintain signals in Fayette County

Any funds remaining at the end of the Fiscal Year may be used for material, programming, or equipment purchases, with prior approval of KYTC" to the contract to allow them to purchase traffic items that are not covered under the contract.

The Cabinet shall pay LFUCG, within 30 working days, all approved billings for labor including engineering costs, material, and equipment in the performance of the work as outlined in the Agreement. LFUCG shall submit these billings on a monthly invoice equal to 1/12 of the annual contract amount. Total payments under the Agreement shall not exceed $396,000 for a fiscal year. If the contract begins or terminates on a date other than the beginning or end of the fiscal year, only billing increments of 1/12 of the total annual contract amount will be considered for payment. No payment will be made for work occurring outside the effective dates of the agreement.

Commodity Line 2: LUC Signs

Replacing the LUC signs on US 27

Invoices for payment shall be submitted to:

Department of Highways District 7
800 Newtown Court
P.O. Box 11127
Lexington, KY 40512-0127

Invoices must be submitted no later than thirty (30) days after completion of the service.

Payment shall be conditioned upon receipt of appropriate, accurate, and acceptable invoices submitted in a timely manner.

The Contractor shall submit monthly invoices that must include at a minimum:
1. Vendor's name and address.
2. SC number.
3. Clearly list dates of service (from and to).
4. Date of Invoice (date invoice is prepared).
5. Total amount due for the current billing cycle.
6. Cumulative total for all invoices to date.
7. Detailed description of services provided.

Invoices that do not contain the requirements above will be rejected and sent back to the Contractor for re-invoicing.

SECTION 4- KYTC GENERAL TERMS AND CONDITIONS

4.00-Memorandum of Agreement Standard Terms and Conditions

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

4.01-Contract Components and Order of Precedence

The Commonwealth's acceptance of the Contractor's offer indicated by the issuance of a Contract Award by KYTC and approved by the KYTC Division of Purchases and the Finance and Administration Cabinet shall create a valid Contract between the Parties consisting of the following:

1. This written agreement, all attachments thereto, and any subsequent written amendments to this Agreement; and

2. The Contractor's final written budget or proposal (if applicable).

In the event of any conflict between or among the provisions contained in the Contract, the order of precedence shall be as enumerated above.

4.02-Changes and Modifications to the Contract

Pursuant to 200 KAR 5:311, no modification or change of any provision in the Contract shall be made, or construed to have been made, unless such modification is mutually agreed to in writing by the Contractor and the Commonwealth, and incorporated as a written amendment by the Cabinet prior to the effective date of such modification or change. Modification shall be subject to prior approval from the Secretary of the Finance and Administration Cabinet, or their authorized designee. Memoranda of Understanding, written clarification, and/or correspondence shall not be construed as amendments to the Contract.

If the Contractor finds at any time that existing conditions make modification of the Contract necessary, it shall promptly report such matters to the Buyer identified on page 1 for consideration and decision.

4.03-No Required Use of Contract

This Contract does not guarantee any minimum use of services. The Cabinet reserves the right to leave all, or any portion, of the contract unused and/or to establish other contracts for additional and/or related services.

The Commonwealth of Kentucky may undertake or award other contracts for additional or related work, services, supplies, or commodities, and the Contractor shall fully cooperate with such other contractors and Commonwealth employees. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Commonwealth employees.

MOA/PSC Exception Standard Terms and Conditions
Revised January 2023

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

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

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

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

2.00 LRC Policies
This section does not apply to governmental or quasi-governmental entities.
Pursuant to KRS 45A.725, LRC has established policies which govern rates payable for certain professional services. These are located on the LRC webpage ((https://apps.legislature.ky.gov/moreinfo/Contracts/homepage.html) and would impact any contract established under KRS 45A.690 et seq., where applicable.

3.00 Choice of Law and Forum
This section does not apply to governmental or quasi-governmental entities.
This contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any action brought against the Commonwealth on the contract, including but not limited to actions either for breach of contract or for enforcement of the contract, shall be brought in Franklin Circuit Court, Franklin County, Kentucky in accordance with KRS 45A.245.

4.00 EEO Requirements
This section does not apply to governmental or quasi-governmental entities.
The Equal Employment Opportunity Act of 1978 applies to All State government projects with an estimated value exceeding $500,000. The contractor shall comply with all terms and conditions of the Act.

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

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

7.00 Reduction in Contract Worker Hours
The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional service contracts. If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the agreement will be reduced by the amount specified in that document. If the contract funding is reduced, then the scope of work related to the contract may also be reduced commensurate with the reduction in funding. This reduction of the scope shall be agreeable to both parties and shall not be considered a breach of contract.

8.00 Authorized to do Business in Kentucky
This section does not apply to governmental or quasi-governmental entities.
The Contractor affirms that it is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state and will remain in good standing to do business in the Commonwealth of Kentucky for the duration of any contract awarded.

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

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

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

Businesses can register with the Secretary of State at https://onestop.ky.gov/Pages/default.aspx
9.00 Invoices for fees
This section does not apply to governmental or quasi-governmental entities.
The Contractor shall maintain supporting documents to substantiate invoices and shall furnish same if required by state government.

10.00 Travel expenses, if authorized
This section does not apply to governmental or quasi-governmental entities.

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

11.00 Other expenses, if authorized herein
This section does not apply to governmental or quasi-governmental entities.
The Contractor shall be reimbursed for no other expenses of any kind, unless and except as specifically authorized within the specifications of this contract or authorized in advance and in writing by the Commonwealth.

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

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

13.00 Conflict-of-interest laws and principles
This section does not apply to governmental or quasi-governmental entities.
The Contractor certifies that he/she is legally entitled to enter into this contract with the Commonwealth of Kentucky, and by holding and performing this contract, he/she will not be violating either any conflict of interest statute (KRS 45A.330-45A.340, 45A.990, 164.390), or KRS 11A.040 of the executive branch code of ethics, relating to the employment of former public servants.

14.00 Campaign finance
This section does not apply to governmental or quasi-governmental entities.
The Contractor certifies that neither he/she nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of this contract, has contributed more than the amount specified in KRS 121.056(2), to the campaign of the gubernatorial candidate elected at the election last preceding the date of this contract. The Contractor further swears under the penalty of perjury, as provided by KRS 523.020, that neither he/she nor the company which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the company which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

15.00 Access to Records
The state agency certifies that it is in compliance with the provisions of KRS 45A.695, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The Contractor, as defined in KRS 45A.030, agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books,

documents, papers, records, or other evidence, which are directly pertinent to this agreement for the purpose of financial audit or program review. The Contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

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

The parties are cognizant that the state is not liable for social security contributions, pursuant to 42 U.S. Code, section 418, relative to the compensation of the second party for this contract.

Any exceptions to this stipulation require an attachment or exhibit that explicitly addresses, and provides a basis for, payment of second party's social security contributions by the state, pursuant to 42 U.S. Code, section 418.

17.00 Violation of tax and employment laws

KRS 45A.485 requires the Contractor and all subcontractors performing work under the contract to reveal to the Commonwealth any final determination of a violation by the Contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to corporate and utility tax, sales and use tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively. Disclosure of any violations is required prior to the award of any state contract and throughout the duration the contract.

Failure to disclose violations, shall be grounds for the Commonwealth's disqualification of a contractor or subcontractor from eligibility for future state contracts for a period of two (2) years.

To comply with KRS 45A.485, the Contractor and all subcontractors performing work under this contract shall report any such final determination(s) of any violation(s) within the previous five (5) years to the Commonwealth by providing a list of the following information regarding any violation(s): (1) specific KRS violated, (2) date of any final determination of a violation, and (3) state agency which issued the final determination.

A list of any disclosures made prior to award of a contract shall be attached to the contract.
The Contractor affirms that it has not violated any of the provisions of the above statutes within the previous five (5) year period, aside from violations explicitly disclosed and attached to this contract. Contractor further affirms that it will (1) communicate the above KRS 45A.485 disclosure requirements to any subcontractors and (2) disclose any subcontractor violations it becomes aware of to the Commonwealth.

18.00 Discrimination
This section applies only to contracts disbursing federal funds, in whole or part, when the terms for receiving those funds mandate its inclusion. Discrimination (because of race, religion, color, national origin, sex, sexual orientation,

gender identity, age, or disability) is prohibited. During the performance of this contract, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity or age. The Contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The Contractor agrees to provide, upon request, needed reasonable accommodations. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

In all solicitations or advertisements for employees placed by or on behalf of the Contractor, the Contractor will state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding a notice advising the said labor union or workers' representative of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions that may be imposed and remedies invoked as provided in or as otherwise provided by law.

The Contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for

noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

19.00 Bidder, Offeror, or Contractor Mandatory Representations Compliance with Commonwealth Law

The contractor represents that, pursuant to KRS 45A.485, they and any subcontractor performing work under the contract will be in continuous compliance with the KRS chapters listed below and have revealed to the Commonwealth any violation determinations within the previous five (5) years:

KRS Chapter 136 (CORPORATION AND UTILITY TAXES)
KRS Chapter 139 (SALES AND USE TAXES)
KRS Chapter 141 (INCOME TAXES)
KRS Chapter 337 (WAGES AND HOURS)
KRS Chapter 338 (OCCUPATIONAL SAFETY AND HEALTH OF EMPLOYEES)
KRS Chapter 341 (UNEMPLOYMENT COMPENSATION)
KRS Chapter 342 (WORKERS' COMPENSATION)

Boycott Provisions

The contractor represents that, pursuant to KRS 45A.607, they are not currently engaged in, and will not for the duration of the contract engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which Kentucky can enjoy open trade. **Note:** The term Boycott does not include actions taken for bona fide business or economic reasons, or actions specifically required by federal or state law.

Lobbying Prohibitions

The contractor represents that they, and any subcontractor performing work under the contract, have not violated the agency restrictions contained in KRS 11A.236 during the previous ten (10) years, and pledges to abide by the restrictions set forth in such statute for the duration of the contract awarded.

The contractor further represents that, pursuant to KRS 45A.328, they have not procured an original, subsequent, or similar contract while employing an executive agency lobbyist who was convicted of a crime related to the original, subsequent, or similar contract within five (5) years of the conviction of the lobbyist.

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:

Signature	Mayor Title
Linda Gorton Printed Name	Date

Other Party:

Signature	Title
Printed Name	Date

Approved as to form and legality:

DocuSigned by:
Todd Slipp
68A9A3E2A82646E...

Attorney

MAYOR LINDA GORTON

LEXINGTON

JEFFERY NEAL
DIRECTOR
TRAFFIC ENGINEERING

TO: Mayor Linda Gorton

FROM: Jeffery Neal, Director
Division of Traffic Engineering

DATE: May 17, 2024

SUBJECT: MOA Agreement for Operation and Maintenance of Traffic Signals and Electrical Traffic Control Devices on State Primary Road Systems
Effective from July 1, 2024, through June 30, 2025.

Request

Authorization to renew the Annual MOA between the Kentucky Transportation Cabinet (KYTC) and LFUCG Division of Traffic Engineering.

Why are you requesting?

LFUCG is responsible for certain operation and maintenance functions for all electronic traffic control devices within Fayette County, including those on State and US highways. This agreement lays out conditions and expectations allowing for reimbursement of the yearly $396,000 with an additional $30,000 associated with replacing the LUC signs on US 27. The Mayor's Proposed Budget includes $396,000 and a BA will be submitted in FY 2025 for the additional $30,000 for LUCG Signs.

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

The cost for this FY is: $0.00 Reimbursements from KYTC up to $426,000.00.
The cost for future FY is: $0.00

Are the funds budgeted?

Yes, reimbursements from KYTC up to $426,000.00.

File Number: 0549-24

Director/Commissioner: Neal/Albright

200 East Main St., Lexington, KY 40507 / 859.258.3133 Phone / 859.258.3879 Fax / lexingtonky.gov

RESOLUTION NO. _____-2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH THE KY. TRANSPORTATION CABINET (KYTC), DELEGATING RESPONSIBILITY FOR OPERATION AND MAINTENANCE COSTS FOR TRAFFIC SIGNALS AND ELECTRICAL TRAFFIC CONTROL DEVICES ON THE STATE PRIMARY ROAD SYSTEM IN FAYETTE COUNTY, WHICH SHALL BE REIMBURSED BY KYTC UP TO $426,000.00.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the renewal agreement, which is attached hereto and incorporated herein by reference, with the Ky. Transportation Cabinet (KYTC), delegating responsibility for operation and maintenance costs of traffic signals and electronic traffic control devices on the state primary road system in Fayette County, which shall be reimbursed by KYTC up to $426,000.00.

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

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0549-24:GET:4856-9988-9600, v. 1

RESOLUTION NO. 303 -2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH THE KY. TRANSPORTATION CABINET (KYTC), DELEGATING RESPONSIBILITY FOR OPERATION AND MAINTENANCE COSTS FOR TRAFFIC SIGNALS AND ELECTRICAL TRAFFIC CONTROL DEVICES ON THE STATE PRIMARY ROAD SYSTEM IN FAYETTE COUNTY, WHICH SHALL BE REIMBURSED BY KYTC UP TO $426,000.00.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the renewal agreement, which is attached hereto and incorporated herein by reference, with the Ky. Transportation Cabinet (KYTC), delegating responsibility for operation and maintenance costs of traffic signals and electronic traffic control devices on the state primary road system in Fayette County, which shall be reimbursed by KYTC up to $426,000.00.

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

PASSED URBAN COUNTY COUNCIL: June 27, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0549-24:GET:4856-9988-9600, v. 1

DocuSign Envelope ID: 87C875A3-DCB9-4A37-AA Copy in lieu of original

Resolution #303-2024
Contract #198-2024

Andy Beshear
GOVERNOR

TRANSPORTATION CABINET
200 Mero Street
Frankfort, Kentucky 406 01

Jim Gray
SECRETARY

MEMORANDUM

TO: Jim Gray
Secretary

THRU: Mike Hancock, P.E.
Deputy Secretary

THRU: James Ballinger, P.E.
State Highway Engineer

THRU: Kelly Baker, Chief District Engineer
District 7

THRU: Robin Brewer, Executive Director
Office of Budget & Fiscal Mgmt.

THRU: William Fogle or Todd Shipp
Office of Legal Services

DS
TS

FROM: Laura Hagan, Director
Division of Purchases

DATE: May 1, 2024

SUBJECT: SC 605 2400001512

Attached is a contract for LFUCG Signal Maintenance requested by Division of Maintenance. The contract is in the amount of $426,000.00 for period July 1, 2024 through June 30, 2025.

DocuSign Envelope ID: 87C875A3-DCB9-4A37-AAED-418C88FA857D

Commonwealth of Kentucky
CONTRACT

Document Number: SC 605 2400001512 **Version:** 1

Record Date:

Document Description: LFUCG Signal Maintenance

Cited Authority: KRS177.280
Agreements of local government units

Reason for Modification:

Issuer Contact:

Name: LATASHA CHENAULT

Phone: 502-782-5673

E-mail: latasha.chenault@KY.GOV

Vendor Name:

LEXINGTON FAYETTE URBAN CO GOVERNMENT

200 EAST MAIN STREET

LEXINGTON KY 40507

Vendor No. KY0032969

Vendor Contact

Name: Chad Hancock

Phone: 8592583313

E-mail: chancock@lexingtonky.gov

Effective From: 2024-07-01 **Effective To:** 2025-06-30

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		LFUCG monthly payment to maintain signals in Fayette County	$0.000000	$396,000.00	$396,000.00

Extended Description:

Any funds remaining at the end of the Fiscal Year may be used for material, programming, or equipment purchases, with prior approval of KYTC to the contract to allow them to purchase traffic items that are not covered under the contract.

The Cabinet shall pay LFUCG, within 30 working days, all approved billings for labor including engineering costs, material, and equipment in the performance of the work as outlined in the Agreement. LFUCG shall submit these billings on a monthly invoice equal to 1/12 of the annual contract amount. Total payments under the Agreement shall not exceed $396,000 for a fiscal year. If the contract begins or terminates on a date other than the beginning or end of the fiscal year, only billing increments of 1/12 of the total annual contract amount will be considered for payment. No payment will be made for work occurring outside the effective dates of the agreement.

Shipping Information:	Billing Information:
KYTC District 7 - Lexington District Office 800 Newtown Court Lexington KY 40511	KYTC District 7 - Lexington District Office 800 Newtown Court PO Box 11127 Lexington KY 40511

Effective From: 2024-07-01 **Effective To:** 2025-06-30

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
2		0.00000		LUC Signs	$0.000000	$30,000.00	$30,000.00

Extended Description:
Replacing the LUC signs on US 27

Shipping Information:	Billing Information:
	KYTC District 7 - Lexington District Office 800 Newtown Court PO Box 11127 Lexington KY 40511

TOTAL CONTRACT AMOUNT	$426,000.00

Memorandum of Agreement

This Memorandum of Agreement (MOA) is entered into, by and between the Commonwealth of Kentucky, Kentucky Transportation Cabinet ("the Commonwealth") and Lexington Fayette Urban County Government (LFUCG) ("the Contractor") to establish an agreement for Operation and Maintenance of Traffic Signals and Electrical Traffic Control Devices on the State Primary Road System. The initial MOA is effective from July 1, 2024 through June 30, 2025.

SECTION 1-ADMINISTRATIVE OVERVIEW

1.00-Purpose and Background
The Kentucky Transportation Cabinet's (KYTC) Division of Purchases is issuing this **AGREEMENT** on behalf of the KYTC Department of Highways District 7. The Division of Purchases is the only office authorized to change, modify, amend, alter, or clarify the specifications and terms and conditions of the contract.

1.01 – Communications

Unless otherwise instructed, all notices, consents, and other communications required and/or permitted by the Contract shall be in writing.

After the Award of Contract, all communications of a contractual or legal nature are to be in writing and sent to the Agency Contact Person with a copy to the Buyer.

Notices made by the Cabinet to the Contractor shall be sent to the Contractor Representative.

Agency Contact:
Natalia McMillan, Transportation Engineer Supervisor
Department of Highways District 7
800 Newtown Court
Lexington, KY 40512
502-564-5379
Email: natalia.mcmillan@ky.gov

Buyer:
Latasha Chenault
Division of Purchases
Kentucky Transportation Cabinet
200 Mero Street
Frankfort, Kentucky 40622
Phone: 502-782-5673
Email: Latasha.Chenault@ky.gov

SECTION 2-SCOPE OF WORK

2.00 Services Required:

This Agreement supersedes item number six in the Maintenance and Traffic Contract between the City of Lexington and the Department of Highways dated October 12, 1972. All other portions of the October 12, 1972 contract remain in place and are not impacted by this Agreement.

WHEREAS, LFUCG, in the interest of public safety and traffic flow efficiency, has requested authority to assume certain obligations and responsibilities with regard to the Department of Highways State Primary Road System located within the boundaries of Fayette County, and

WHEREAS, the Cabinet, in the interest of public safety and traffic flow efficiency, has agreed to assign certain responsibilities with regard to traffic signalization, operations and maintenance in Fayette County to LFUCG; and

WHEREAS, the Cabinet has the authority to enter into any and all agreements inclusive of agreements with local government entities pursuant to KRS 177.043; and

WHEREAS, LFUCG has authority to elect to maintain and operate traffic signalization on roadways, located on the Department of Highways State Primary Road System within Fayette County pursuant to KRS 177.055; and

WHEREAS, the purpose of this Agreement is to set forth the duties and obligations of the parties with regard to the maintenance and operation of traffic signals and electrical traffic control devices on the State Primary Road System within Fayette County; and

WHEREAS, the Cabinet, and the LFUCG desire to enter into this agreement to enhance traffic management in Fayette County;

NOW, THEREFORE, in consideration of the mutual covenants expressed herein, the Cabinet and LFUCG, (collectively hereinafter "the Parties") agree as follows:

1. **Scope** - The terms of this Agreement shall apply to all state maintained routes in Fayette County.
2. **Authorization of LFUCG** - LFUCG agrees to seek approval and authorization from its Urban County Council and shall obtain and incorporate herein a resolution or other written authorization. This Agreement and all terms herein are therefore contingent upon obtaining any and all appropriate and necessary authorization from the Urban County Council.
3. **Cost Recovery** - The Cabinet hereby delegates to LFUCG the authority to file insurance claims and take other necessary collection actions against the driver or registered owner of a motor vehicle which LFUCG has reason to believe has caused or contributed to a collision resulting in damage to traffic signalization and other electrical traffic control devices belonging to the Cabinet, but subject to the operation and maintenance responsibility of LFUCG pursuant to this agreement.
4. **Denial or Suspension** - Pursuant to KRS 186.570, the Cabinet hereby designates LFUCG as an agent with authority to recommend the denial or suspension of the operator's license of any person, or, in the case of a nonresident, withdraw the privilege of operating a motor vehicle in this state, if LFUCG has reason to believe that the person has, by reckless or unlawful operation of a motor vehicle, caused, or contributed to, a collision resulting in serious property damage, including damage to traffic signalization and other electrical traffic control devices on the State Primary Road System within Fayette County.
5. **Obligations of LFUCG** - LFUCG covenants and agrees to undertake the following obligations:
   a. LFUCG agrees to maintain and operate the traffic signals and electrical traffic control devices on roadways located on the Department of Highways State Primary Road System within Fayette County.
   b. LFUCG shall comply with all applicable federal and state statutes, executive orders, regulatory requirements, and policies, including, but not limited to, 23 CFR Part 655, the Manual on Uniform Traffic Control Devices and amendments thereto, and the Division of Traffic Operations Guidance Manual.
   c. LFUCG agrees to accept the maintenance and operations of new traffic signals and electrical traffic control devices installed by the Cabinet, or by a contractor through the encroachment permit process, under the terms of the Agreement.
   d. LFUCG shall be responsible for all media and citizen inquiries and all public relations regarding the traffic signals and electrical traffic control devices for which they are responsible. This provision shall not prohibit or otherwise interfere with any state-wide or county-wide public relations efforts undertaken by the Cabinet that may have some impact on aforementioned traffic signal locations.
   e. LFUCG shall be responsible for employing adequate staffing to provide the labor and services related to the safe and efficient operation of the computerized traffic signal control system and the timely and necessary maintenance of the Fayette County traffic signals and electrical traffic control devices.
   f. LFUCG shall take no action which impedes or negatively impacts the Lexington Area Metropolitan Planning Organization Long Range Plan, Transportation Improvement Plan or Six Year Highway Plan or the process related thereto.
   g. LFUCG shall make reasonable efforts to match damage to traffic signalization and other electrical traffic control devices belonging to the Cabinet, but subject to the operation and maintenance responsibility of

LFUCG, to a collision identified in a corresponding Kentucky Uniform Police Traffic Collision Report and to the driver or registered owner of a motor vehicle which caused, or contributed to, the collision resulting in the property damage.

h. LFUCG shall make reasonable efforts to collect reimbursement for damage to traffic signalization and other electrical traffic control devices belonging to the Cabinet which can be matched to a reported collision and shall apply any proceeds to the installation, repair, or replacement of traffic signalization, operations, and maintenance property belonging to the Cabinet, but subject to the operation and maintenance responsibility of LFUCG.

i. LFUCG shall request any write-off of uncollectable property damage cost recovery amounts associated with a collision identified in a Kentucky Uniform Police Traffic Collision Report to the Transportation Cabinet, Office of Legal Services.

j. LFUCG shall deliver all damaged poles, signal cabinets and any other recyclable materials, removed as a result of services under this agreement, to the District 7 electrical yard.

6. **Obligations of the Cabinet** - The Cabinet covenants and agrees to undertake the following obligations:
   a. The Cabinet agrees to provide funding, not to exceed $396,000 for a fiscal year, to the Lexington Fayette Urban County Government, Division of Traffic Engineering, for the purpose of operating and maintaining traffic signals and electrical traffic control devices on the State Primary Road System in Fayette County.
   b. The Cabinet agrees to install new traffic signals and electrical traffic control devices, approved by the Cabinet, on the State Primary Road System in Fayette County, in accordance with the standards, specifications, and policies of the Cabinet. All new installations made under this agreement shall be property of the Cabinet.
   c. The Cabinet, after the initial turn on of a new traffic signal or electrical traffic control device installed by the Cabinet, or by a contractor through the encroachment permit process, agrees to delegate the operation and maintenance to LFUCG.
   d. The Cabinet agrees to provide materials as necessary to repair, maintain, or enhance/modify traffic signals and electrical traffic control devices on the State Primary Road system in Fayette county from the Cabinet's warehouse stock. Enhancements or modifications to existing devices under this contract shall require a request by LFUCG and pre-approval from the Cabinet. The Cabinet will not provide specialized equipment or materials that exceed the Cabinet's specifications. The Cabinet has first right of refusal for State owned equipment removed as a result of work accomplished under this agreement.
   e. At the discretion of the Cabinet, and upon the written request of LFUCG, specialized materials and major projects, beyond the capabilities of LFUCG, and beyond the scope of the agreement, may be approved and completed by the Cabinet, or as mutually agreed upon by both parties.
   f. The Cabinet will follow the Cabinet's policies and procedures related to disposal of any scrap metal received from LFUCG.
7. **Mutuality of Obligations** - The Parties agree that the obligations imposed upon them are for the benefits of the parties. Timely fulfillment of each and every obligation in accordance with this memorandum is necessary. The failure of any party to fulfill any of its obligations under this memorandum or the failure of any event to occur by a date established by this memorandum shall constitute a breach of the Agreement unless the fulfillment of such obligation is waived or modified by written Agreement of the parties.
8. **Audits and Inspections** - LFUCG agrees that the Cabinet, the Finance 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 the Agreement for the purpose of financial audit or program review.
9. **Hold Harmless** - LFUCG shall hold harmless the Cabinet, the Commonwealth, its officers, employees, agents and contractors, from any action or claim against those parties resulting from or based upon this Agreement, including but not limited to any liability resulting from discretionary decisions made by LFUCG with regard to traffic signalization, pursuant to the authority transferred to LFUCG by this Agreement.

10. **Disputes** - Any dispute concerning a question of fact in connection with work performed pursuant to this Agreement that cannot be disposed of by agreement between the parties shall be referred to the Secretary

of the Transportation Cabinet of the Commonwealth of Kentucky, or his duly authorized representative, whose decision shall be final. Any dispute concerning a question of law shall be governed by the laws of the Commonwealth of Kentucky. The parties hereto agree that any legal action brought on the basis of this Agreement shall be filed in the Franklin County Circuit Court of the Commonwealth of Kentucky.

SECTION 3-PRICING

Commodity Line 1: LFUCG monthly payment to maintain signals in Fayette County

Any funds remaining at the end of the Fiscal Year may be used for material, programming, or equipment purchases, with prior approval of KYTC" to the contract to allow them to purchase traffic items that are not covered under the contract.

The Cabinet shall pay LFUCG, within 30 working days, all approved billings for labor including engineering costs, material, and equipment in the performance of the work as outlined in the Agreement. LFUCG shall submit these billings on a monthly invoice equal to 1/12 of the annual contract amount. Total payments under the Agreement shall not exceed $396,000 for a fiscal year. If the contract begins or terminates on a date other than the beginning or end of the fiscal year, only billing increments of 1/12 of the total annual contract amount will be considered for payment. No payment will be made for work occurring outside the effective dates of the agreement.

Commodity Line 2: LUC Signs

Replacing the LUC signs on US 27

Invoices for payment shall be submitted to:

Department of Highways District 7
800 Newtown Court
P.O. Box 11127
Lexington, KY 40512-0127

Invoices must be submitted no later than thirty (30) days after completion of the service.

Payment shall be conditioned upon receipt of appropriate, accurate, and acceptable invoices submitted in a timely manner.

The Contractor shall submit monthly invoices that must include at a minimum:
1. Vendor's name and address.
2. SC number.
3. Clearly list dates of service (from and to).
4. Date of Invoice (date invoice is prepared).
5. Total amount due for the current billing cycle.
6. Cumulative total for all invoices to date.
7. Detailed description of services provided.

Invoices that do not contain the requirements above will be rejected and sent back to the Contractor for re-invoicing.

SECTION 4- KYTC GENERAL TERMS AND CONDITIONS

4.00-Memorandum of Agreement Standard Terms and Conditions

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

4.01-Contract Components and Order of Precedence

The Commonwealth's acceptance of the Contractor's offer indicated by the issuance of a Contract Award by KYTC and approved by the KYTC Division of Purchases and the Finance and Administration Cabinet shall create a valid Contract between the Parties consisting of the following:

1. This written agreement, all attachments thereto, and any subsequent written amendments to this Agreement; and

2. The Contractor's final written budget or proposal (if applicable).

In the event of any conflict between or among the provisions contained in the Contract, the order of precedence shall be as enumerated above.

4.02-Changes and Modifications to the Contract

Pursuant to 200 KAR 5:311, no modification or change of any provision in the Contract shall be made, or construed to have been made, unless such modification is mutually agreed to in writing by the Contractor and the Commonwealth, and incorporated as a written amendment by the Cabinet prior to the effective date of such modification or change. Modification shall be subject to prior approval from the Secretary of the Finance and Administration Cabinet, or their authorized designee. Memoranda of Understanding, written clarification, and/or correspondence shall not be construed as amendments to the Contract.

If the Contractor finds at any time that existing conditions make modification of the Contract necessary, it shall promptly report such matters to the Buyer identified on page 1 for consideration and decision.

4.03-No Required Use of Contract

This Contract does not guarantee any minimum use of services. The Cabinet reserves the right to leave all, or any portion, of the contract unused and/or to establish other contracts for additional and/or related services.

The Commonwealth of Kentucky may undertake or award other contracts for additional or related work, services, supplies, or commodities, and the Contractor shall fully cooperate with such other contractors and Commonwealth employees. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Commonwealth employees.

MOA/PSC Exception Standard Terms and Conditions
Revised January 2023

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

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

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

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

2.00 LRC Policies
This section does not apply to governmental or quasi-governmental entities.
Pursuant to KRS 45A.725, LRC has established policies which govern rates payable for certain professional services. These are located on the LRC webpage (https://apps.legislature.ky.gov/moreinfo/Contracts/homepage.html) and would impact any contract established under KRS 45A.690 et seq., where applicable.

3.00 Choice of Law and Forum
This section does not apply to governmental or quasi-governmental entities.
This contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any action brought against the Commonwealth on the contract, including but not limited to actions either for breach of contract or for enforcement of the contract, shall be brought in Franklin Circuit Court, Franklin County, Kentucky in accordance with KRS 45A.245.

4.00 EEO Requirements
This section does not apply to governmental or quasi-governmental entities.
The Equal Employment Opportunity Act of 1978 applies to All State government projects with an estimated value exceeding $500,000. The contractor shall comply with all terms and conditions of the Act.

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

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

7.00 Reduction in Contract Worker Hours
The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional service contracts. If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the agreement will be reduced by the amount specified in that document. If the contract funding is reduced, then the scope of work related to the contract may also be reduced commensurate with the reduction in funding. This reduction of the scope shall be agreeable to both parties and shall not be considered a breach of contract.

8.00 Authorized to do Business in Kentucky
This section does not apply to governmental or quasi-governmental entities.
The Contractor affirms that it is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state and will remain in good standing to do business in the Commonwealth of Kentucky for the duration of any contract awarded.

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

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

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

Businesses can register with the Secretary of State at https://onestop.ky.gov/Pages/default.aspx
9.00 Invoices for fees
This section does not apply to governmental or quasi-governmental entities.
The Contractor shall maintain supporting documents to substantiate invoices and shall furnish same if required by state government.

10.00 Travel expenses, if authorized
This section does not apply to governmental or quasi-governmental entities.

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

11.00 Other expenses, if authorized herein
This section does not apply to governmental or quasi-governmental entities.
The Contractor shall be reimbursed for no other expenses of any kind, unless and except as specifically authorized within the specifications of this contract or authorized in advance and in writing by the Commonwealth.

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

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

13.00 Conflict-of-interest laws and principles
This section does not apply to governmental or quasi-governmental entities.
The Contractor certifies that he/she is legally entitled to enter into this contract with the Commonwealth of Kentucky, and by holding and performing this contract, he/she will not be violating either any conflict of interest statute (KRS 45A.330-45A.340, 45A.990, 164.390), or KRS 11A.040 of the executive branch code of ethics, relating to the employment of former public servants.

14.00 Campaign finance
This section does not apply to governmental or quasi-governmental entities.
The Contractor certifies that neither he/she nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of this contract, has contributed more than the amount specified in KRS 121.056(2), to the campaign of the gubernatorial candidate elected at the election last preceding the date of this contract. The Contractor further swears under the penalty of perjury, as provided by KRS 523.020, that neither he/she nor the company which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the company which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

15.00 Access to Records
The state agency certifies that it is in compliance with the provisions of KRS 45A.695, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The Contractor, as defined in KRS 45A.030, agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books,

documents, papers, records, or other evidence, which are directly pertinent to this agreement for the purpose of financial audit or program review. The Contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

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

The parties are cognizant that the state is not liable for social security contributions, pursuant to 42 U.S. Code, section 418, relative to the compensation of the second party for this contract.

Any exceptions to this stipulation require an attachment or exhibit that explicitly addresses, and provides a basis for, payment of second party's social security contributions by the state, pursuant to 42 U.S. Code, section 418.

17.00 Violation of tax and employment laws

KRS 45A.485 requires the Contractor and all subcontractors performing work under the contract to reveal to the Commonwealth any final determination of a violation by the Contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to corporate and utility tax, sales and use tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively. Disclosure of any violations is required prior to the award of any state contract and throughout the duration the contract.

Failure to disclose violations, shall be grounds for the Commonwealth's disqualification of a contractor or subcontractor from eligibility for future state contracts for a period of two (2) years.

To comply with KRS 45A.485, the Contractor and all subcontractors performing work
under this contract shall report any such final determination(s) of any violation(s) within the previous five (5) years to the Commonwealth by
providing a list of the following information regarding any violation(s): (1) specific KRS violated, (2) date of any final determination of a violation, and (3) state agency which issued the final determination.

A list of any disclosures made prior to award of a contract shall be attached to the contract.
The Contractor affirms that it has not violated any of the provisions of the above statutes within the previous five (5) year period, aside from violations explicitly disclosed and attached to this contract. Contractor further affirms that it will (1) communicate the above KRS 45A.485 disclosure requirements to any subcontractors and (2) disclose any subcontractor violations it becomes aware of to the Commonwealth.

18.00 Discrimination
This section applies only to contracts disbursing federal funds, in whole or part, when the terms for receiving those funds mandate its inclusion. Discrimination (because of race, religion, color, national origin, sex, sexual orientation,

gender identity, age, or disability) is prohibited. During the performance of this contract, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity or age. The Contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The Contractor agrees to provide, upon request, needed reasonable accommodations. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

In all solicitations or advertisements for employees placed by or on behalf of the Contractor, the Contractor will state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding a notice advising the said labor union or workers' representative of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions that may be imposed and remedies invoked as provided in or as otherwise provided by law.

The Contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for

noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

19.00 Bidder, Offeror, or Contractor Mandatory Representations Compliance with Commonwealth Law
The contractor represents that, pursuant to KRS 45A.485, they and any subcontractor performing work under the contract will be in continuous compliance with the KRS chapters listed below and have revealed to the Commonwealth any violation determinations within the previous five (5) years:

KRS Chapter 136 (CORPORATION AND UTILITY TAXES)
KRS Chapter 139 (SALES AND USE TAXES)
KRS Chapter 141 (INCOME TAXES)
KRS Chapter 337 (WAGES AND HOURS)
KRS Chapter 338 (OCCUPATIONAL SAFETY AND HEALTH OF EMPLOYEES)
KRS Chapter 341 (UNEMPLOYMENT COMPENSATION)
KRS Chapter 342 (WORKERS' COMPENSATION)

Boycott Provisions
The contractor represents that, pursuant to KRS 45A.607, they are not currently engaged in, and will not for the duration of the contract engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which Kentucky can enjoy open trade. **Note:** The term Boycott does not include actions taken for bona fide business or economic reasons, or actions specifically required by federal or state law.

Lobbying Prohibitions
The contractor represents that they, and any subcontractor performing work under the contract, have not violated the agency restrictions contained in KRS 11A.236 during the previous ten (10) years, and pledges to abide by the restrictions set forth in such statute for the duration of the contract awarded.

The contractor further represents that, pursuant to KRS 45A.328, they have not procured an original, subsequent, or similar contract while employing an executive agency lobbyist who was convicted of a crime related to the original, subsequent, or similar contract within five (5) years of the conviction of the lobbyist.

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:

Signature	Mayor Title
Linda Gorton Printed Name	Date

Other Party:

Signature	Title
Printed Name	Date

Approved as to form and legality:

DocuSigned by:
Todd Slipp
Attorney



COMMISSIONING AGREEMENT

This agreement made and entered into as of June 25, 2024, between Lexington Fayette Urban County Government ("LFUCG"), Blue Grass Community Foundation ("BGCF") and Shawn E. Okpebholo ("COMPOSER").

- LFUCG AND BGCF wish to commission the COMPOSER to create a newly composed work (the "WORK") for the Lexington Philharmonic ("ORCHESTRA") in honor of the 250th anniversary of the city's founding. The duration of the WORK shall be approximately 15 minutes.

- LFUCG will premiere the WORK in September 2025. LFUCG will have the exclusive right to the World Premiere performance of the WORK.

- The COMPOSER guarantees that the WORK shall be entirely original and that he shall be the sole author of said WORK. The COMPOSER will be responsible for obtaining full permission to include any quoted material in the WORK and shall indemnify and hold LFUCG AND BGCF harmless from and against any resulting legal action.

- LFUCG AND BGCF will pay the COMPOSER, collectively, a total fee not to exceed $40,000 (FORTY THOUSAND) U.S. Dollars, inclusive of all costs, 50% due within two weeks after execution of this contract and 50% due within two weeks after receipt of the completed WORK. BGCF will directly pay the COMPOSER an amount totaling $25,000.00 towards the above total with the remainder to be paid by LFUCG. There will be no additional fee or costs for the preparation of the musical score and copying of parts.

- The COMPOSER agrees to deliver the completed WORK to LFUCG in adequate form and schedule to produce one fully edited master set of score, parts to the WORK in PDF format, sufficient for performance by LFUCG. The completed score is to be delivered to the LFUCG no later than MAY 01, 2025. The completed parts are to be delivered to the LFUCG no later than JUNE 01, 2025.

- LFUCG may terminate this Agreement for any reason whatsoever by providing COMPOSER with at least thirty (30) days advance written notice. COMPOSER shall be entitled for payment of all work performed up to that period of time, calculated on a reasonable basis.

    - In the event of a termination based upon a material condition of non-performance or default by COMPOSER, LFUCG shall provide COMPOSER advance written notice and a reasonable period of time to cure the breach.

    - COMPOSER may only terminate this Agreement based upon LFUCG's failure to timely pay for properly invoiced and accepted work. COMPOSER shall provide LFUCG with at least thirty (30) days advance written notice and an opportunity to cure prior to termination.

- COMPOSER 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 COMPOSER. LFUCG shall exercise any application of this provision in good faith.

- The WORK will bear a dedication to LFUCG and BGCF as designated by LFUCG, on the original manuscript score and duplicate copies and on the printed score and parts in the event it is published.

- It is understood that all rights to the WORK belong to the COMPOSER, with the exception of the rights specifically granted to LFUCG in this agreement.

- **Ownership, Copyright, and Income Participation:** The COMPOSER retains the ownership of the WORK, and the rights of copyright and publishing. The ORCHESTRA will have rights to own a copy of the complete score and set of parts with perpetual rights to perform the piece in the future without rental cost.

- The COMPOSER will treat the WORK as confidential, and will not display, show, publicly perform or otherwise disclose the WORK to any third party without the prior written consent of LFUCG before the premiere date.

The COMPOSER, in accordance with the COMPOSER's availability, will attend rehearsals during the week leading up to the Premiere, the Premiere itself, and community engagement events. LFUCG, in accordance with the COMPOSER's availability, will provide a per diem of $250.00 per day, for up to six full days of COMPOSER's stay that is directly related to the Commissioning Agreement.

- Community Engagement events may include panel discussion and/or pre-concert talks on topics related to WORK, events with local students, and media appearances TBD. Activities to be arranged around rehearsals. Schedule to be determined and agreed upon in advance by LFUCG and COMPOSER.

- LFUCG agrees to give the COMPOSER four (4) ORCHESTRA house seats for each performance of the WORK.

- LFUCG shall provide COMPOSER with any archival recording of the premiere performance and any future commercial recording for personal & promotional use.

- Force Majeure. In the event that normal operations are interrupted by law, act of God, earthquake, fire, flood, civil disturbance, war or armed conflict, labor controversy or strike, or any other cause or reason beyond the control of LFUCG, the obligations of the parties under this agreement shall be suspended automatically and may be terminated by either party without penalty or further obligation under this Agreement. If terminated because of Force Majeure, LFUCG and BGCF are liable to pay the COMPOSER'S fees for work completed before the contract termination, per the fee schedule through to the date of the termination, plus any expenses already incurred by the COMPOSER for which LFUCG and BGCF are contractually liable.

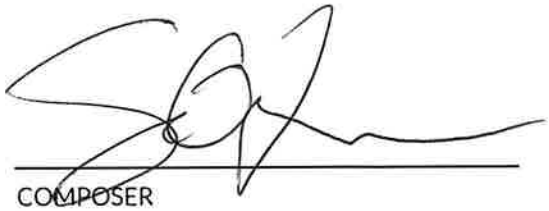
- Governing Law. The construction, interpretation, and performance of this Agreement and all transactions under it, will be governed by the laws of the State of Kentucky.

- This agreement may be amended with written consent of all parties.

AGREED AND ACCEPTED:

Linda Gorton

Linda Gorton, Mayor
LFUCG



COMPOSER
Shawn E. Okpebholo
0N336 Willow Rd
Wheaton, IL 60187

6/25/2024

Brian Dineen
Sr. Vice President, Finance & Administration
Blue Grass Community Foundation

7/10/2024

4867-7781-6777, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0551-24

File ID:	0551-24	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	159-2024	**In Control:**	Urban County Council
				File Created:	05/15/2024
File Name:	Division of Fire/BCTC MOA 2024-2025			**Final Action:**	06/27/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Memorandum of Agreement with Bluegrass Community and Technical College for Fire personnel to earn college credits at a cost not to exceed $100,000. [Div. of Fire and Emergency Services, Wells]

Notes: in office 5/23 AA 1st read 6/13 second scheduled for 6/27
Stamped and filed in CCO. 6.28 AA

Sponsors:		**Enactment Date:**	06/27/2024
Attachments:	BCTC MOA - Legistar Blue Sheet Memo 2024 - 2025, BCTC LFUCG MOA 2024-2025, 551-24 bctc 4868-7143-8528 v.1.doc, R-304-2024, Contract #159-2024	**Enactment Number:**	R-304-2024
Deed #:		**Hearing Date:**	
Drafter:		**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	05/28/2024	Approved and Referred to Docket	Urban County Council	06/13/2024		Pass
1	Urban County Council	06/13/2024	Received First Reading	Urban County Council	06/27/2024		
1	Urban County Council	06/27/2024	Approved				Pass

Text of Legislative File 0551-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Memorandum of Agreement with Bluegrass Community and Technical College for Fire personnel to earn college credits at a cost not to exceed $100,000. [Div. of Fire and Emergency Services, Wells]

Summary

Authorization to renew a Memorandum of Agreement with Bluegrass Community and Technical College (BCTC), a college of the Kentucky Community and Technical College System (KCTCS), for Fire personnel associated with the Fire Academy to earn college credits. Costs are based on a per-student standard fee, for a total not to exceed $100,000. Funds are Budgeted. (L0551-24) (Wells/Armstrong)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, M. Sanner

Risk Management: No

Fully Budgeted: Yes

Account Number: 1101-505701-5701-78110

This Fiscal Year Impact: Estimated cost not to exceed $100,000 FY 2025

Annual Impact:

Project:

Activity:

Budget Reference:

Current Balance: $60,000.00 in FY25

TO: Mayor Linda Gorton
Urban County Council

FROM: Chief Jason Wells
Lexington Fire Department

DATE: May 15, 2024

SUBJECT: Memorandum of Agreement – Bluegrass Community and Technical College

---

Request authorization to:
Renew a Memorandum of Agreement with Bluegrass Community and Technical College(BCTC), a college of the Kentucky Community and Technical College System (KCTCS).

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

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

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

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

Are the funds budgeted?

The funds are budgeted or a budget amendment is in process: Yes
Account number: 1101-505701-5701-78110

File Number:

Director/Commissioner: Jason G. Wells, Chief
Lexington Fire Department

MEMORANDUM OF AGREEMENT

by and between

Bluegrass Community and Technical College

and

Lexington Fayette Urban County Government

PURPOSE: This Memorandum of Agreement (hereinafter Agreement) is made and entered into this 1 day of July, 2024 by and between Bluegrass Community and Technical College (hereinafter BCTC or the College), a college of the Kentucky Community and Technical College System (hereinafter KCTCS), with an address of 300 North Main Street, Versailles, KY, 40383, and the Lexington Fayette Urban County Government (hereinafter the Lexington Fire Department or the Fire Department), with an address of 200 East Main Street, Lexington, KY 40507.

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

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

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

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

EFFECTIVE TERM OF AGREEMENT: The term of this Agreement shall commence on July 1, 2024, and end on June 30, 2025. Parties shall have an option to renew the MOA under the same terms and conditions set forth in this Agreement. Renewals shall be on an annual basis and must be in writing, signed by both parties. This Agreement may also be amended in writing, signed by both parties.

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

TERMS AND CONDITIONS OF PARTICIPATION IN COLLEGE COURSES:

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

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

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

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

The following courses are offered through the Fire Department Academy:

ENG 101 – Writing I (3 credit hours)

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

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

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

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

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

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

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

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

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

INSERT FIRE COMMISSION/KCTCS MOU here.

RESOLUTION NO. ____-2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A MEMORANDUM OF AGREEMENT WITH BLUEGRASS COMMUNITY AND TECHNICAL COLLEGE FOR FIRE PERSONNEL TO EARN COLLEGE CREDITS AT A COST NOT TO EXCEED $100,000.00.

_____
_

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Memorandum of Agreement, which is attached hereto and incorporated herein by reference, with Bluegrass Community and Technical College, for fire personnel to earn college credits.

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

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
0551-24:MRS: 4868-7143-8528, v. 1

RESOLUTION NO. 304 -2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A MEMORANDUM OF AGREEMENT WITH BLUEGRASS COMMUNITY AND TECHNICAL COLLEGE FOR FIRE PERSONNEL TO EARN COLLEGE CREDITS AT A COST NOT TO EXCEED $100,000.00.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Memorandum of Agreement, which is attached hereto and incorporated herein by reference, with Bluegrass Community and Technical College, for fire personnel to earn college credits.

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

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

PASSED URBAN COUNTY COUNCIL: June 27, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0551-24:MRS: 4868-7143-8528, v. 1

MEMORANDUM OF AGREEMENT

by and between

Bluegrass Community and Technical College

and

Lexington Fayette Urban County Government

PURPOSE: This Memorandum of Agreement (hereinafter Agreement) is made and entered into this 1 day of July, 2024 by and between Bluegrass Community and Technical College (hereinafter BCTC or the College), a college of the Kentucky Community and Technical College System (hereinafter KCTCS), with an address of 300 North Main Street, Versailles, KY, 40383, and the Lexington Fayette Urban County Government (hereinafter the Lexington Fire Department or the Fire Department), with an address of 200 East Main Street, Lexington, KY 40507.

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

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

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

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

EFFECTIVE TERM OF AGREEMENT: The term of this Agreement shall commence on July 1, 2024 and end on June 30, 2025. Parties shall have an option to renew the MOA under the same terms and conditions set forth in this Agreement. Renewals shall be on an annual basis and must be in writing, signed by both parties. This Agreement may also be amended in writing, signed by both parties.

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

TERMS AND CONDITIONS OF PARTICIPATION IN COLLEGE COURSES:

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

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

Linda Gorton
Lexington Fayette Urban County Government
Mayor

6/28/2024
Date

Lexington Fire Department
Fire Chief

7/2/24
Date

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

5.16.24
Date

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

The following courses are offered through the Fire Department Academy:

ENG 101 – Writing I (3 credit hours)

BIO 112 – Introduction to Biology (or other General Education Science Class) (3 credit hours)

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

STA 210U – Statistics: A Force in Human Judgement (or other General Education Math Course) (3 credit hours)

SOC 152 – Modern Social Problems (or other Social or Behavioral Science Course) (3 credit hours)

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

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

Attachment 2

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

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

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

INSERT FIRE COMMISSION/KCTCS MOU here.

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0554-24

File ID:	0554-24	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	214-2024	**In Control:**	Urban County Council
				File Created:	05/17/2024
File Name:	OSHA Program Compliance Management			**Final Action:**	06/27/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute the Engineering Services Agreement (awarded pursuant to RFP No. 31-2024) with All4 LLC for Osha Compliance Program Management, for the Div. of Water Quality, at a cost not to exceed $337,000. [Div. of Water Quality, Martin]

Notes: In office. Needs notary signature from vendor. Let Bailee Young know 8/1/2024. MS

Stamped and filed in the CCO. Returned to DeShawn Bailey 8/8/2024. MS

Sponsors:		**Enactment Date:**	06/27/2024
Attachments:	Signed Blue Sheet Memo, ALL4 Contract (final) .1 . 4884-1621-4972, RESO 554-24- All4 contract for OSHA management 4887-4352-9153 v.1.docx, R-305-2024, Contract #214-2024	**Enactment Number:**	R-305-2024
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	05/28/2024	Approved and Referred to Docket	Urban County Council	06/13/2024		Pass
1	Urban County Council	06/13/2024	Received First Reading	Urban County Council	06/27/2024		
1	Urban County Council	06/27/2024	Approved				Pass

Text of Legislative File 0554-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute the Engineering Services Agreement (awarded pursuant to RFP No. 31-2024) with All4 LLC for Osha Compliance Program Management, for the Div. of Water Quality, at a cost not to exceed $337,000. [Div. of Water Quality, Martin]

Summary

Authorization to execute an Agreement with ALL4, LLC, pursuant to RFP No. 31-2024, for OSHA Program Compliance Management in the amount of $337,000.00 for a period of 365-days. Funds are Budgeted. (L0554-24) (Martin/Albright)

Budgetary Implications: Yes.

Advance Document Review:

Law: Yes, Completed by Evan Thompson 5/17/24

Risk Management: No

Fully Budgeted: Yes.

Account Number: 4002-303401-3402-71299

This Fiscal Year Impact: $337,000.00

Annual Impact: $337,000.00

Project:

Activity:

Budget Reference:

Current Balance: $351,800.00

MAYOR LINDA GORTON

LEXINGTON

CHARLES H. MARTIN, P.E.
DIRECTOR
WATER QUALITY

TO: Mayor Linda Gorton
Urban County Council

FROM: Gregory S. Lubeck, P.E., Deputy Director
Division of Water Quality

DATE: May 1, 2024

SUBJECT: OSHA (Occupational Safety and Health Administration) Program Compliance Management – RFP #31-2024

Request

This request is a recommendation from the Division of Water Quality to award the OSHA Program Compliance Management contract to ALL4, LLC, in the amount of $337,000.00

Purpose of Request

The Division of Water Quality submitted an RFP soliciting proposals for professional services to assist LFUCG with maintaining compliance with all state and federal Occupational Safety and Health requirements/ regulations for the Division of Water Quality. We anticipate Task Order #1 will be approximately $80,000.

The Consultant will be awarded a 365-day contract for work associated with the OSHA Compliance Program Management. Up to four (4) additional 365-day renewals may be granted upon mutual agreement by all parties.

After review of the bid specifications and quote provided by the Division of Central Purchasing, it is recommended that ALL4, LLC be accepted as the successful Bidder for this specific Bid.

Project Cost in FY24

Total Project Costs will be $337,000.00

Are the funds budgeted?

Project funds are located in: 4002 303401 3402 71299 FY 2024

Director/Commissioner
Martin/Albright

Enc.

C: Deshaun Bailey- DWQ Safety Manager
File

ENGINEERING SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of _____, 2024, between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT **(OWNER)** and **ALL4 LLC, 2393 Kimberton Rd. Kimberton, PA 19442 (CONSULTANT). OWNER** intends to proceed with the OSHA Compliance Program Compliance as described in the attached Exhibit A, "**RFP #31-2024 OSHA Compliance Program Management**." The services are to include customary civil, sanitary, geotechnical, mechanical, structural, and electrical engineering services as related to completion and submission of reports and deliverables as described in Exhibit A, detailing the findings of all field inspections, inventory and required analysis completed by the CONSULTANT. The services are hereinafter referred to as the PROJECT.

OWNER and **CONSULTANT** in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by **CONSULTANT** and the payment for those services by **OWNER** as set forth below.

CONSULTANT shall provide professional consulting services for **OWNER** in all phases of the **PROJECT** to which this Agreement applies, serve as **OWNER'S** professional engineering representative for the **PROJECT** as set forth below and shall give professional consultation and advice to **OWNER** during the performance of services hereunder.

SECTION 1 - BASIC SERVICES OF CONSULTANT

1.1. General

CONSULTANT shall perform professional services as hereinafter stated that include customary civil, geotechnical, structural, mechanical, electrical and sanitary engineering services incidental thereto.

1.2. Project Phase

After written authorization to proceed, **CONSULTANT** shall:

1.2.1. Notify the **OWNER** in writing of its authorized representative who shall act as Project Engineer and liaison representative between the **CONSULTANT** and the **OWNER**.

1.2.2. The **CONSULTANT must perform all duties necessary to fully complete the deliverables described in attached Exhibit A RFP #31-2024 "OSHA Compliance Program Management", and attached Exhibit C the "Proposal of Engineering Services and Related Matters" (the CONSULTANT's response to RFP #31-2024). and Exhibit D "Task Order Form".**

To the extent of any conflict among the provisions of these documents and/or this Agreement, the provisions of this Agreement shall control, followed by the provisions of **EXHIBIT A**, then **EXHIBIT D, and then EXHIBIT C**.

1.2.3 The **CONSULTANT** shall provide written documentation of all meetings and be responsible for incorporating all comments and changes resulting therefrom in final work product.

1.2.4. The **CONSULTANT** shall post all initial draft work products on the project document management portal. If the project document management portal is not functional on the draft posting date, the CONSULTANT shall submit five (5) copies (hardcover) of all initial draft

final work products for this **PROJECT**. The copies of the initial draft final reports are submitted for review and comment by the **OWNER**, and should be presented in person to the **OWNER**.

1.2.5. After the **OWNER'S** detailed review, the **CONSULTANT** will revise the initial draft final for all work products for this **PROJECT**, and the **CONSULTANT** shall post all draft final work products on the project document management portal. If the project document management portal is not functional on the draft posting date, the CONSULTANT shall five (5) copies (hardcover). One electronic copy of the all work products for this **PROJECT**, including all appendices, shall be provided and prepared in such a manner that it can readily be converted to a quick-link accessible form for the **OWNER'S** Website. The **OWNER** shall have ten (10) business days within which to accept or deny each such final draft. If is denied, the **OWNER** shall provide a detailed explanation in writing for the basis of such denial. Once the **OWNER** accepts the draft as final, a total of ten (10) final copies (hardcover) are required in addition to an electronic copy.

1.2.6 Immediately notify **OWNER** of any delay in the delivery of a work product or deliverable, regardless of cause. Give written notice to **OWNER** within five (5) business days whenever **CONSULTANT** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect in the work of Contractor(s).

SECTION 2 - EXTRA WORK BY CONSULTANT

2.1. The **OWNER** may desire to have the **CONSULTANT** perform work or render services in connection with this **PROJECT** other than provided by the expressed intent of this Agreement. Such work shall be considered as "Extra Work", subject to a change order, supplemental to this Agreement, setting forth the character and scope thereof and the compensation therefore. Work under such change order shall not proceed until the **OWNER** gives written authorization. Should the **OWNER** find it desirable to have previously satisfactorily completed and accepted plans or parts thereof revised, the **CONSULTANT** shall make such revisions as directed, in writing, by the **OWNER**. This work shall be considered as "Extra Work" and shall be paid as such.

2.2. All "Extra Work" is subject to prior written authorization of **OWNER** and necessary appropriations made by the Urban County Council.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

3.1. Provide criteria and information as to **OWNER'S** requirements for the **PROJECT**, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.

3.2. Assist **CONSULTANT** by placing at his disposal available information pertinent to the Project.

3.3. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **CONSULTANT**, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **CONSULTANT**.

3.4. Designate in writing a person to act as **OWNER'S** representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret, and define **OWNER'S** policies and decisions with respect to materials, equipment, elements, and systems pertinent to **CONSULTANT'S** services.

3.5. Give written notice to **CONSULTANT** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect in the work of Contractor(s).

3.6. Furnish or direct **CONSULTANT** to provide, necessary Extra Work as stipulated in Section Two (2) of this Agreement or other services as required.

SECTION 4 - PERIOD OF SERVICES

4.1. Time is of the essence in the performance of this Agreement. Tasks Orders will define the period of performance for individual tasks.

4.2. The provisions of this Section Four (4) and the various rates of compensation for **CONSULTANT'S** services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the **PROJECT** through completion.

4.3. If a delay results from the acts of **OWNER** or another entity that is required to permit or approve the work or services, an extension of time for such delay will be considered by **OWNER**.

4.3.1. If the above type of delay occurs and **CONSULTANT** wants an extension of time, it must, within ten (10) days from the date of the delay, apply in writing to **OWNER** for an extension of time for a reasonable period, which must be agreed upon by **OWNER**.

4.3.2. If the extension of time is approved by **OWNER**, the **PROJECT** schedule/Final Task Order shall be revised to reflect the extension. Such extension of time to the completion date shall in no way be construed to operate as a waiver on the part of **OWNER** of any of its other rights in the Agreement.

4.3.3. If the above type of delay would prevent complete performance of the **PROJECT**/Final Task Order within ninety (90) days of the time specified therein, **OWNER** shall have the option of cancelling the **PROJECT**/Final Task Order or otherwise adjusting the scope of the services or work and any related fees.

4.3.4. **If the parties cannot mutually agree to an extension of time or an adjustment, Section 6.5 under "DISPUTES" of this Agreement shall apply.**

4.4. If delays result solely by reason of acts of the **CONSULTANT**, the **CONSULTANT** must immediately notify the **OWNER** in the event of such delay, and provide the **OWNER** a written action plan within five (5) business days on how it will reasonably attempt to resolve the delay. If the parties cannot mutually agree to an extension of time or an adjustment, Section 6.5 under "DISPUTES" of this Agreement shall apply. If the above type of delay would prevent complete performance of the **PROJECT**/Final Task Order within ninety (90) days of the time specified therein, **OWNER** shall have the option of cancelling the **PROJECT**/Final Task Order or otherwise adjusting the scope of the services or work and any related fees.

SECTION 5 - PAYMENTS TO CONSULTANT

5.1. Methods of Payment for Services of CONSULTANT.

5.1.1. For Basic Services

OWNER shall issue individual task orders for each work assignment performed under this Agreement by **CONSULTANT** or its sub-consultant/s. Each task order shall contain scope of work, fee, and schedule for performance of the work. Individual task orders shall be of the form included in **EXHIBIT D**.

5.1.1.a Fee payable to **CONSULTANT** under individual task order shall be developed using hourly rates included in **EXHIBIT B** or as amended in accordance with provisions therein. Terms of payment to **CONSULTANT** shall be specified

in each task order. For assignments with defined scope, lump sum task orders shall be issued. Otherwise, task orders shall include time and materials payment terms.

5.1.1.b Each task order issued shall receive prior written approval of **OWNER** prior to **CONSULTANT** proceeding with said work. The **OWNER's** designated agent in Section 8.1.1. shall be the only person authorized to provide such approval.

5.2. Times of Payment

5.2.1. CONSULTANT shall submit monthly statements for Basic Services and Extra Work rendered. The Statements will be based upon **CONSULTANT'S** estimate of the proportion of the total services actually completed at the time of billing. **OWNER** shall respond to **CONSULTANT'S** monthly statements within thirty (30) days, either denying payment or making payment.

5.3. Other Provisions Concerning Payments

5.3.1. In the event the Agreement is terminated by the **OWNER** without fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid for the work performed or services rendered for which it has not already been paid as determined by mutual agreement between the **OWNER** and the **CONSULTANT**.

5.3.2. In the event the services of the **CONSULTANT** are terminated by the **OWNER** for fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid reasonable value of the work performed or services rendered and delivered for which it has not already been paid, and the amount to be paid shall be determined by the **OWNER**.

SECTION 6 - GENERAL CONSIDERATIONS

6.1. Termination

6.1.1. CONSULTANT may only terminate this Agreement due to **OWNER'S** material breach of the terms hereof which breach causes **CONSULTANT** to be unable to perform its duties and responsibilities under this Agreement and upon forty-five (45) days written advance notice to **OWNER**.

6.1.2. The **OWNER** may terminate this Agreement for cause upon seven (7) business days written advance notice to the **CONSULTANT**. The **OWNER** reserves the right to terminate the Agreement for any reason whatsoever, with or without cause, at any time upon thirty (30) days written advance notice to the **CONSULTANT**.

6.2. Ownership and Reuse of Documents

All documents, including raw data, reports, Drawings and Specifications, prepared by the **CONSULTANT** pursuant to this Agreement shall be delivered to and become the property of the **OWNER**. The **OWNER** shall have the right to reuse same without restriction or limitation, but without liability or legal exposure to **CONSULTANT**.

6.3. Legal Responsibilities and Legal Relations

6.3.1. The **CONSULTANT** shall familiarize himself with and shall at all times comply with all federal, state, and local laws, ordinances, and regulations that in any manner affect the services of this Agreement.

6.3.2. In performing the services hereunder, the **CONSULTANT** and its consultants, employees, agents and representatives shall not be deemed or construed to be employees of **OWNER** in any manner whatsoever. Except as otherwise provided in this Agreement, the **CONSULTANT** shall be acting as an independent contractor. The **CONSULTANT** shall not hold itself out as, nor claim to be, an officer or employee of **OWNER** by reason hereof and shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of **OWNER**. The **CONSULTANT** shall be solely responsible for any claims for wages or compensation by **CONSULTANT'S** employees, agents and representatives, including consultants, and shall save and hold **OWNER** harmless therefrom.

6.3.3. The parties hereto agree that causes of actions between the parties shall be governed by applicable provisions of the Kentucky Revised Statues, and that venue of any legal action shall be a court of appropriate jurisdiction in Fayette County, Kentucky. The parties further agree that Kentucky law shall apply with respect to the interpretation of any provision of this Agreement.

6.4. Successors and Assigns

6.4.1. **CONSULTANT** binds itself and his partners, successors, executors, administrators, assigns and legal representatives to this Agreement in respect to all covenants, agreements, and obligations of this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement nor transfer any interest in the same, whether by assignment or novation, without prior written consent of **OWNER**.

6.4.2. The **CONSULTANT** shall not subcontract more than fifty percent (50%) of the work, based upon dollar value of the work. The **CONSULTANT** shall obtain written approval prior to subletting or assigning any services contained in this Agreement, and consent to sublet or assign any part of this Agreement shall not be construed to relieve the **CONSULTANT** of any responsibility for compliance with the provisions of this Agreement.

6.4.3. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than **OWNER** and **CONSULTANT**.

6.5. Disputes

Except as otherwise provided in this Agreement, any dispute hereunder may be resolved by agreement of the **OWNER'S** Agent (Section 8.1.1) and the **CONSULTANT.** In the absence of such an agreement, the dispute shall be submitted to the **OWNER'S** Commissioner, Department of Environmental Quality & Public Works, whose decision shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith.

Pending a final decision of a dispute hereunder, the **CONSULTANT** shall proceed diligently with the performance of the Agreement in accordance with the directions of the **OWNER**.

6.6. Accuracy of CONSULTANT'S Work

The **CONSULTANT** shall be required to perform this Agreement in accordance with the degree of ordinary and reasonable skill and care usually exercised by professional engineers prevailing at the time, place and under similar conditions as the services hereunder are rendered.

The **CONSULTANT** shall be responsible for the accuracy of all work, even though raw data, reports, Drawings and Specifications have been accepted by the **OWNER**, and it shall make any necessary revisions or corrections resulting from its errors and/or omissions for no additional compensation. By submission of reports, soils and subsurface information, quantities estimates, calculations and Drawings and Specifications to the **OWNER**, the **CONSULTANT** has made an incontrovertible representation that the information is accurate within the appropriate standard of skill and care. Failure on the part of **CONSULTANT** to provide the expected level of accuracy may be grounds for the **OWNER** to terminate this Agreement.

6.7. Security Clause

The **CONSULTANT** certifies that he shall not at any time release or divulge any information concerning the services covered by this Agreement to any person or any public or private organization except the **OWNER** without prior approval of the **OWNER** unless required by law

6.8. Access to Records

The **CONSULTANT** and his sub-consultants shall maintain all books, documents, papers, and accounting records, and make such materials available at their respective offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement for inspection by the **OWNER**, and copies thereof shall be furnished if requested. Failure to maintain such records for three (3) years after the date of final payment may be grounds for the **OWNER** to disqualify the **CONSULTANT** from consideration for future consultant engineering Agreements.

6.9. Risk Management Provisions, Insurance and Indemnification

6.9.1. DEFINITIONS

The **CONSULTANT** understands and agrees that the Risk Management Provisions of this Agreement define the responsibilities of the **CONSULTANT** to the **OWNER**.

As used in these Risk Management Provisions, the terms **"CONSULTANT"** and **"OWNER"** shall be defined as follows:

a. **CONSULTANT** means the consultant and its employees, agents, servants, owners, principals, licensees, assigns and subcontractors of any tier.

b. **OWNER** means the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, boards, assigns, volunteers, and successors in interest.

6.9.2. INDEMNIFICATION AND HOLD HARMLESS PROVISION

a. It is understood and agreed by the parties that **CONSULTANT** 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 **CONSULTANT** or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "**CONSULTANT**") 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.

b. **CONSULTANT** 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 "**OWNER**") 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 **CONSULTANT**'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 **CONSULTANT**; and (b) not caused solely by the active negligence or willful misconduct of **OWNER**.

c. Notwithstanding, the foregoing, with respect to any professional services performed by **CONSULTANT** hereunder (and to the fullest extent permitted by law), **CONSULTANT** shall indemnify, save, hold harmless and defend **OWNER** from and against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of **CONSULTANT** in the performance of this agreement.

d. In the event **OWNER** is alleged to be liable based upon the above, **CONSULTANT** 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 **OWNER**, which approval shall not be unreasonably withheld.

e. These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.

f. **OWNER** is a political subdivision of the Commonwealth of Kentucky. **CONSULTANT** acknowledges and agrees that **OWNER** is unable to provide indemnity or otherwise save, hold harmless, or defend the **CONSULTANT** in any manner.

6.9.3. FINANCIAL RESPONSIBILITY

The **CONSULTANT** understands and agrees that the **CONSULTANT** shall, prior to final acceptance of the **CONSULTANT'S** proposal and the commencement of any work; demonstrate

the ability to assure compliance with the Indemnity Agreement and other provisions of this Agreement.

6.9.4. INSURANCE REQUIREMENTS

6.9.4.1. Required Insurance Coverage

CONSULTANT shall procure and maintain for the duration of this Agreement 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 **OWNER** in order to protect **OWNER** 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 **CONSULTANT**. The cost of such insurance shall be included in any proposal:

Coverage	**Limits**
General Liability (Insurance Services Office Form CG 00 01)	$1 million per occurrence, $2 million aggregate or $2 million combined single limit
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single, $1 million per occurrence
Professional Liability	$1 million per occurrence, $2 million aggregate
Worker's Compensation	Statutory
Employer's Liability	$500,000.00

The policies above shall contain the following conditions:

a. **OWNER** shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy.

b. The General Liability Policy shall be primary to any insurance or self-insurance retained by **OWNER**.

c. The General Liability Policy shall include Business Interruption coverage.

d. The Contractor shall carry Builders Risk coverage at a level sufficient to cover the replacement cost of any equipment or machinery used at the work site, if applicable.

e. The General Liability Policy shall include a Pollution Liability endorsement and/or Environmental Casualty coverage unless it is deemed not to apply by **OWNER**.

f. The General Liability Policy shall have a Professional Liability endorsement (including Errors and

Omissions), which shall include Business interruption coverage and this policy or endorsement shall include Environmental Casualty coverage for any services performed pursuant to the contract, and/or a separate Professional Liability Policy shall be obtained unless it is deemed not to apply by **OWNER**. (**OWNER** does not need to be named as additional insured).

g. **OWNER** 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.

h. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the project, to the extent commercially available. If not commercially available, **CONSULTANT** shall notify **OWNER** and obtain similar insurance that is commercially available and acceptable to **OWNER**.

i. Said coverage shall be written by insurers acceptable to **OWNER** and shall be in a form acceptable to **OWNER**. 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.

6.9.4.2. Renewals

After insurance has been approved by **OWNER**, evidence of renewal of an expiring policy must be submitted to **OWNER**, 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.

6.9.4.3. Right to Review, Audit and Inspect

CONSULTANT understands and agrees that **OWNER** may review, audit and inspect any and all of **CONSULTANT'S** records and operations to insure compliance with these Insurance Requirements.

6.9.5. SAFETY AND LOSS CONTROL

CONSULTANT 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 **OWNER**.

6.9.6. DEFINITION OF DEFAULT

CONSULTANT understands and agrees that the failure to comply with any of these provisions shall constitute default under this Agreement. **CONSULTANT** also agrees that **OWNER** may elect as 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 **CONSULTANT** for any such insurance premiums purchased, or suspending or terminating this Agreement.

SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, the **CONSULTANT** agrees as follows:

7.1. The **CONSULTANT** will not discriminate against any employee or application for employment because of race, color, religion, national origin, sex, age, or handicap. The **CONSULTANT** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, sex, age, or handicap. Such action shall include, but not be limited to the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The **CONSULTANT** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

7.2.1. The **CONSULTANT** will, in all solicitations or advertisements for employees placed by or on behalf of the **CONSULTANT**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, age (between forty and seventy), or handicap.

SECTION 8 - SPECIAL PROVISIONS, EXHIBITS, AND SCHEDULES

8.1. This Agreement is subject to the following provisions.

8.1.1. Pursuant to subparagraph 3.4 of this Agreement, **OWNER** has assigned Charles H. Martin, P.E., Director of the Division of Water Quality (the "**OWNER'S** Agent"), as the authorized agent of **OWNER**, to monitor, direct and review the performance of work of the **CONSULTANT**. Documents, data, reports, and all matters associated with carrying out this Agreement shall be addressed to the **OWNER'S** Agent or his designee. Questions by the **CONSULTANT** regarding interpretations of the terms, provisions and requirements under this Agreement shall be addressed to the **OWNER'S** Agent or his designee. The **CONSULTANT** shall look only to the **OWNER'S** Agent or his designee for direction in its performance under this Agreement; no other direction shall be binding upon **OWNER**. **OWNER** shall respond to written requests by **CONSULTANT** within thirty (30) days.

8.2. This Agreement, together with the Incorporated Documents (Section 1.2) constitutes the entire Agreement between **OWNER** and **CONSULTANT** and supersedes all prior written or oral understandings. This Agreement and **EXHIBITS A, B, C and D** and any related schedules or documents may only be amended, supplemented, modified or canceled by a duly executed written instrument.

8.3. 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 **OWNER** or **CONSULTANT.**

8.4 UNENFORCEABLE TERMS/SURVIVABILITY. If any term or provision of this Agreement shall be found to be illegal or unenforceable, this Agreement shall remain in full force and such term or provision shall be deemed stricken. The provisions of Section 6 of this Agreement shall survive its termination.

8.5. NON-WAIVER. The failure of either party to enforce any right reserved to it in this Agreement shall not be a waiver of any such right to which the party is entitled.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

OWNER: **CONSULTANT:**

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT _____

BY: _____ BY: _____
LINDA GORTON, MAYOR

ATTEST:

_____
URBAN COUNTY COUNCIL CLERK
COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing Agreement was subscribed, sworn to and acknowledged before me by _____, as the duly authorized representative for and on behalf of _____, on this the ___ day of _____, 2023.

My commission expires: _____.

_____
NOTARY PUBLIC

EXHIBIT A

REQUEST FOR PROPOSALS/

SCOPE OF ENGINEERING SERVICES

AND RELATED MATTERS

RFP #31-2024

Lexington-Fayette
Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #31-2024 OSHA Compliance Program Manager** 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 **April 26, 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 one hundred twenty (120) calendar days.

The Lexington-Fayette Urban County Government reserves the right to reject any or all proposals, and to waive technicalities and informalities when such waiver is determined by the Lexington-Fayette Urban County Government to be in its best interest.

Signature of this proposal by the Proposer constitutes acceptance by the Proposer of terms, conditions and requirements set forth herein.

Minor exceptions may not eliminate the proposal. Any exceptions to the specifications established herein shall be listed in detail on a separate sheet and attached hereto. The Lexington-Fayette Urban County Government shall determine whether any exception is minor.

The Lexington-Fayette Urban County Government encourages the participation of minority- and women-owned businesses in Lexington-Fayette Urban County Government contracts. This proposal is subject to Affirmative Action requirements attached hereto.

Please do not contact any LFUCG staff member or any other person involved in the selection process other than the designated contact person(s) regarding the project contemplated under this RFP while this RFP is open and a selection has not been finalized. Any attempt to do so may result in disqualification of the firm's submittal for consideration.

Laws and Regulations

All applicable state laws, municipal ordinances and regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.

Equal Employment Opportunity

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

Kentucky Equal Employment Opportunity Act

The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any "county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

"During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin;

(2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin;

(3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provision of the nondiscrimination clauses required by this section; and

(4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses."

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

(1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetables.

(2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

KRS 45.620. Action against contractor -- Hiring of minority contractor or subcontractor

(1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.

(2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.

(3) The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.

KRS 45.630 Termination of existing employee not required, when

Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that employee was employed prior to the date of the contract.

KRS 45.640 Minimum skills

Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job."

It is recommended that all of the provisions above quoted be included as special conditions in each contract. In the case of a contract exceeding $250,000, the contractor is required to furnish evidence that his workforce in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

LFUCG Non-Appropriation Clause

Contractor acknowledges that the LFUCG is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of the LFUCG's obligations under this contract, then this contract shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the LFUCG shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

In the event of a change in the LFUCG's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the LFUCG's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to the LFUCG upon written notice to Contractor of such limitation or change in the LFUCG's legal authority.

Contention Process

Vendors who respond to this invitation have the right to file a notice of contention associated with the RFP process or to file a notice of appeal of the recommendation made by the Director of Central Purchasing resulting from this invitation.

Notice of contention with the RFP process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his/her contention with the RFP process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Central Purchasing shall promptly respond in writing findings as to the compliance with RFP processes. If, based on this review, a RFP process irregularity is deemed to have occurred the Director of Central Purchasing will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a RFP recommendation must be filed within 3 business days of the RFP recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Central Purchasing shall in writing, affirm or withdraw the recommendation.

AMERICAN RESCUE PLAN ACT

CERTIFICATION OF COMPLIANCE FOR AMERICAN RESCUE PLAN ACT EXPENDITURES

The Lexington-Fayette Urban County Government ("LFUCG") may classify the subject matter of this bid as an expenditure under the American Rescue Plan Act of 2021. Expenditures under the American Rescue Plan Act of 2021 require evidence of 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 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 classifies the subject matter of this bid as an expenditure under the Amercian Rescue Plan Act. 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. Either party may terminate this Agreement for good cause shown with forty-five (45) 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 45 days, then the Agreement shall terminate on the forty-fifth day.

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. 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.

6. 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.

7. 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.

5.
6.

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 American Rescue Plan Act 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 American Rescue Plan Act 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.

_____ _____

Signature Date

SELECTION CRITERIA:

A. Hourly Rate 10 Points
B. Specialized experience and technical competence of the person or firm 25 Points
C. Capacity of the person or firm organization to perform the work. 15 Points
D. Character, integrity, reputation, judgment, experience and efficiency of the person or firm 15 Points
E. Past record and performance on contracts or services with the Urban County Government or other governmental agencies and private industry with respect to such factors as quality of work and ability to report in a timely manner; 15 Points
F. Degree of local employment to be provided by the person or firm in the performance of the contract by the person or firm; 20 Points

Proposals shall contain the appropriate information necessary to evaluate based on these criteria. A committee composed of government employees as well as representatives of relevant user groups will evaluate the proposals.

Questions 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. All submissions should be directed to:

Director, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor
Lexington, Kentucky 40507

All questions regarding this proposal must be directed to the Division of Central Purchasing, (859)-258-3320.

AFFIDAVIT

Comes the Affiant, _____, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is _____ and he/she is the individual submitting the proposal or is the authorized representative of_____ , the entity submitting the proposal (hereinafter referred to as "Proposer").

2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

4. Proposer has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.

6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

7. Proposer acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

_____

STATE OF _____

COUNTY OF _____

The foregoing instrument was subscribed, sworn to and acknowledged before me by _____ on this the _____ day of _____, 20__.

My Commission expires: _____

_____

NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.

- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.

- Section 503 of the Rehabilitation Act of 1973 states:

The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.

- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

****

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.

_____ _____

Signature *Name of Business*

WORKFORCE ANALYSIS FORM

Name of Organization: _____

Categories	**Total**	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino		Asian (Not Hispanic or Latino		American Indian or Alaskan Native (not Hispanic or Latino		Two or more races (Not Hispanic or Latino		**Total**	
		M	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**
Administrators																	
Professionals																	
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical																	
Skilled Craft																	
Service/Maintenance																	
Total:																	

Prepared by: _____ **Date:** ____/____/____

(Name and Title)

Revised 2015-Dec-15

DIRECTOR, DIVISION OF CENTRAL PURCHASING
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 Central Purchasing
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 Central Purchasing (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 Central Purchasing Economic Inclusion Outreach event

d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned businesses of subcontracting opportunities

e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses.

f. Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE

firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

a. 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.

b. Followed up initial solicitations by contacting MWDBEs and Veteran-Owned Businesses to determine their level of interest.

j. Provided the interested MWBDE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

k. Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

l. Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

m. Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

n. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.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

o. Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

p. 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 Central Purchasing
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 Central Purchasing):

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 MBE, WBE and DBE 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 Diversity Council	Susan Marston	smarston@tsmsdc.com	502-365-9762
Small Business Development Council	Shawn Rogers UK SBDC	shawn.rogers@uky.edu	859-257-7666
Community Ventures Corporation	Phyllis Alcorn	palcorn@cvky.org	859-231-0054
KY Transportation Cabinet (KYTC)	Melvin Bynes	Melvin.bynes2@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)	Sheila Mixon	smixon@orvwbc.org	513-487-6537
Kentucky MWBE Certification Program	Yvette Smith, Kentucky Finance Cabinet	Yvette.Smith@ky.gov	502-564-8099
National Women Business Owner's Council (NWBOC)	Janet Harris-Lange	janet@nwboc.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozdeky@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhammad	production@keynewsjournal.com	859-685-8488

LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference #31-2024

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 Central Purchasing 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	TotalDollar 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 #31-2024

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 Central Purchasing 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 #31-2024

The undersigned acknowledges that the minority and/or veteran subcontractors listed on this form did submit a quote to participate on this project. Failure to submit this form may cause rejection of the bid.

Company Name				**Contact Person**				
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 Central Purchasing/ 200 East Main Street / Room 338 / Lexington, KY 40507.

Bid/RFP/Quote #31-2024

Total Contract Amount Awarded to Prime Contractor for this Project RFP #31-2024

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 #31-2024

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 Central Purchasing 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, safely or welfare of the LFUCG or its citizens.

B. At Will Termination

Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent, Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. Assignment of Contract: The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.

14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.

15. Authority to do Business: The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent.

16. Governing Law: This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

17. Ability to Meet Obligations: Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.

18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.

19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.

_____ _____

Signature Date

Scope of Services RFP #31-2024

Request for Proposals (RFP) and Hourly Rates for Professional Services- OSHA Compliance Program Management

Overview

This RFP is soliciting proposals for professional services to assist LFUCG with maintaining compliance with all state and federal Occupational Safety and Health requirements/ regulations for the Division of Water Quality.

The above work is to be conducted under separate Task Orders issued by LFUCG.

Background

The Lexington Fayette Urban County Government (LFUCG) Division of Water Quality operates two wastewater treatment plants, approximately 80 sanitary sewer pump stations, and over 1,400 miles of sanitary sewer pipeline, and administrative facilities. These facilities/operational units must operate in compliance with all state and federal workplace safety rules and regulations.

Contract Term

The Consultant will be awarded a 365-day contract for work associated with the OSHA Compliance Program Management. Annual renewal, up to four (4) additional 365-day periods, may be granted upon mutual agreement by all parties.

Goals and Objectives

The primary goal and objective of this project is to provide LFUCG with all professional services to review current policies, procedures, and record keeping to comply with all state and federal workplace safety requirements and regulations. Project services will include the following major tasks which are more thoroughly discussed below in Scope of Services:

- Review and update as necessary, all written safety program documents
- Develop and implement safety program compliance in the following general areas:
  - Staff training and support
  - Annual OSHA compliance audits of WWTP operations and programs
  - Annual OSHA compliance audits of operational groups (pump stations and sewer line maintenance
- Site reviews and safety analysis of WWTP projects
- Annual evaluation of critical OSHA programs
- Assist plant management with OSHA documentation compliance at both treatment plants.
- Electrical safety will be performed under a separate RFP. This contract will coordinate efforts with the electrical safety consultant.

General Submittal Requirements

Individual Statement of Qualifications (SOQ's) should be spiral or comb bound to allow ease for archiving (no 3-ring binders). Interested firms must submit one (1) master hardcopy, (1) electronic version in PDF format on a flash drive or CD and seven (7) duplicates (hardcopies) as a full response to this solicitation. SOQ's shall be no

more than twenty five (25) pages, excluding tabs/dividers, and shall be structured as follows:

1. Letter of Transmittal (one page maximum)

2. Firm Qualifications (five pages maximum)
    - Provide an executive summary explaining why the firm should be selected to provide services for this project, along with general information about the firm (and sub-consultants) related to their history and general qualifications. The executive summary should describe any unique qualifications provided by the firm that demonstrate proficiency in completing the tasks associated with enrolling sites in the Kentucky Brownfield Program, developing appropriate property management plan(s), and site mitigation plans. Emphasis on the Project Manager's experience in these areas is of utmost importance and will be viewed favorably over experience of the firm.

3. Project Team (ten pages maximum)
    - Provide an organizational chart identifying the project manager(s), project engineers, surveyors, geotechnical sub-consultant (as necessary), Disadvantaged Business Enterprise (DBE) Firm / Minority Business Enterprise Firm (MBE), and others as required. The identified team members must have measurable experience and contributions associated with the Firm Reference Projects identified in Item 5 below. The organizational chart should clearly indicate the services to be provided by all sub-consultant firms. Include locations and one-page resumes of key project team individuals that will be providing substantial contributions to work products. This section shall also include a Risk Management Plan for substitute staffing in the event that key staff leaves the project team prior to completion of any Task Order.

4. List of Clients for Which Similar Work has Been Performed (one page maximum)
    - Provide client name, contact person, contact phone number and email address, and identify by name similar projects completed for each client.

5. Firm Reference Projects (four pages maximum)
    - Provide the project name, date, services provided, and a project description detailing the scope of the project and project construction cost. List only those projects where a key member of the project team provided a substantive contribution to the project completion.
6. Local Office (one page maximum)
    - Statement of presence of local office(s) for all firms comprising a Project Team, when the local office was established, local office staffing (number in each local office), and local office utilization (estimated percent of potential project services to be performed by the local offices). "Local office" shall be defined as being located in a county served by the Bluegrass Area Development District (see BGADD.org for a complete list). The attached form (Exhibit 1, below) shall be used for this information.

7. Disadvantaged Business Enterprise (DBE) Involvement (one page maximum)
    - Provide a statement regarding the commitment to meeting the goals of LFUCG's DBE program (see below).

8. Statement of Hourly Rates (two pages maximum)
    - Provide a statement of hourly rates for all personnel expected to work on the project(s), including project managers, project engineers, engineering/CAD technicians, clerical and two-man survey party crews. Hourly rates should be clearly assigned to all position titles that are identified on the Project Team section. In spreadsheet form, provide an estimate for the overall project completion cost using the quoted hourly rates and the estimated hours needed for each member of the project team. The spreadsheet should include a unit lump sum price for stakeholder/ property owner meetings above the minimum specified in the Scope of Services and provide a statement of expected reimbursable expenses.

9. Anticipated Scope of Work (ten pages maximum)
   Provide a general discussion of how the firm will complete the scope of services. While LFUCG understand that some of the early phases of the project will inform later tasks, the scope of work discussion should pay particular attention to recommendations for sampling and assessment services. Consultants should base their initial scope of work on their past experience with similar sites and review of information provided by LFUCG for future property use. This discussion should include an estimated number of building material samples to be collected to plan for demolition (and what those samples will be analyzed for). The discussion should also include a summary of the soil and/or groundwater assessment anticipated to be conducted including the number of soil borings to be advanced, soil and/or groundwater samples recommended to be collected, parameters that will be analyzed and field methods. Again, LFUCG understands that there may be adjustments to the actual investigations after completion of initial due diligence; however, consultants should provide a summary of the level of investigation necessary to accomplish site redevelopment as described by LFUCG.

The Consultant's estimated fee for the project shall conform to the current edition of the USDA Rural Development Utility Program Fee Guide and should be clearly presented in spreadsheet form as requested in the General Requirements – Statement of Hourly Rates section. The requested hourly rates and unit lump sums cost presented in that section of the SOQ section will be used in the event that there is a scope of services modification requested and mutually approved by both LFUCG and the Consultant.

Exhibit 1

Project Team Location(s)

Prime Consultant	Location (City, State)	Date Office Established	Total Number of Employees	No. of Employees expected to work on DWQ projects
Headquarters				
Local Office				
PM Location				
Subconsultants Name:				
Service Provided				
Headquarters				
Local Office				
Name:				
Service Provided				
Headquarters				
Local Office				
Name:				
Service Provided				
Headquarters				
Local Office				

Notes:

1. "Headquarters" refers to the corporate office that provides project support to the local office, if applicable. If support comes from multiple locations, use the blank spaces in the form to provide relevant information.

2. Listing of sub-consultants is optional and should only be provided if the prime consultant considers the sub-consultant(s) services to be essential to meeting the required qualifications. In this event, documentation from the subconsultant(s) shall be submitted in the SOQ that provides a commitment to be a part of the prime consultant's team in providing the stated services. In such cases, for the purpose of evaluating the proposals, committed sub-consultants will be considered to be part of the prime consultant's workforce. Prime consultants face potential disqualification from future work if DWQ finds that the identified sub-consultants are not being utilized to deliver assigned work products.

Scope of Services

This Scope of Engineering Services provides a minimum set of project management guidelines, tasks, and activities requiring completion. Specific Project Required Deliverables (stand-alone reports) are highlighted below. The intent is not to highlight all potential plans or documents, but to outline where there are major deliverables within the scope of work that are required to be submitted as stand-alone documents. All work shall be performed under Task Orders as shown in Attachment 2.

Work will not commence until LFUCG issues a Notice to Proceed or Purchase Order.

1. Review all current Division of Water Quality written safety program policies and programs for compliance with current state and federal safety standards, rules, and regulations. Prepare suggestions/recommendations for revision/improvement. Revise policies/programs after DWQ approval. Programs to evaluate include, but are not limited to, Bloodborne Pathogens, Confined Space, Fall Protection, Hazard Communication, Hot Work, Respiratory Protection, and Trenching Safety.
2. Develop and assist DWQ with implementation of the following safety program elements.
    a. Staff training and support. Provide written policies/program for staff training.
    b. Annual OSHA compliance audits of WWTP operations and programs. Provide a written report of findings and recommendations for noted hazard mitigation.
    c. Annual OSHA compliance audits of operational groups (Pump Stations and Sewer Line Maintenance). Provide a written report of findings and recommendations for noted hazard mitigation.
    d. Assist DWQ identifying potential Leading and Lagging indicators, as described in 10 Key Leading and Lagging Indicators of Safety Performance (hseblog.com) within the DWQ safety program.
3. Site reviews and safety analysis of WWTP operations. Provide a written report of findings and recommendations for hazard mitigation.
4. Annual evaluation of critical OSHA programs. Provide written report of findings and recommendations for updating programs. Upon approval/acceptance of recommendations by LFUCG, prepare updated documents.
5. Assist DWQ with development of an OSHA compliance document management (online or cloud based).

Deliverables

1. Safety program/policy review and update
    a. Bound hardcopy conforming to 8 ½" x 11"
    b. Electronic copy (pdf format)

2. Staff training and support
    a. Bound hardcopy conforming to 8 ½" x 11"
    b. Electronic copy (pdf format)
3. WWTP project analysis
    a. Bound hardcopy conforming to 8 ½" x 11"
    b. Electronic copy (pdf format)
4. Evaluation of critical OSHA program evaluation
    a. Bound hardcopey conforming to 8 ½" x 11"
    b. Electronic copy (pdf format)
5. Document management procedure developed and implemented.

Days are calendar days from the Notice to Proceed or issuance of a purchase order by LFUCG. Phase 2 shall not be authorized until all items in Phase I are complete and the Certificate of Eligibility is obtained. Phase 2 time will commence upon receipt of a Notice to Proceed or issuance of a purchase order by LFUCG.

Method of Invoice and Payment

The Consultant shall submit monthly invoices for basic services or work rendered, based upon the Consultant's estimate of the portion of the total services actually completed during the billing cycle. Each invoice shall show the amount to be paid, the subtotal of all prior invoices, and the LFUCG Purchase Order Number against which the invoice is to be charged. Each invoice shall also include documentation showing the amount attributed to each Task for both the billing cycle and the cumulative project period and shall include, as a separate document, a monthly progress report summarizing completed work. Each invoice shall note the portion of the amount invoiced that is for work performed by a DBE prime contractor or subcontractor. The actual work performed by the DBE shall be included on the monthly progress report.

The Division of Water Quality - Project Manager will either approve or deny each invoice within fourteen (14) calendar days of receipt.

STOP WORK NOTICE:

The Consultant shall at all times monitor time allotted and amounts invoiced for tasks and activities as compared to their original estimates and expectations. The Consultant shall notify the Division of Water Quality immediately upon discovery of facts that may necessitate a change in the contract amount or may extend the contract time. If the change is expected to exceed ten percent (10%) of the original contract amount, the Consultant shall immediately stop all work related to this Scope of Services. Work shall not recommence without written notification from the Division of Water Quality. The Consultant shall submit all requests for changes to the Division of Water Quality in writing and shall be present when the issue is discussed before the Urban County Council. Failure by the LFUCG to endorse the requested change does not relieve the Consultant of the contractual requirements and activities defined by this entire Scope of Services.

LFUCG reserves the right to terminate the contract when a mutually satisfactory agreement can not be reached in a timely manner. All engineering project data must be submitted to LFUCG upon request. If it is determined that the Consultant failed to notify LFUCG on a timely basis regarding insufficient fee or inadequate schedule, LFUCG reserves the right to terminate the contract at any time thereafter.

Disadvantaged Business Enterprise (DBE) Notice

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITIES AND DBE CONTRACT PARTICIPATION

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total

value of work conducted in this program be subcontracted to DBEs. The goals for the utilization of certified DBEs as subcontractors are recommended goals. Consultants who fail to meet such goals will be expected to provide written explanation to the EEO Officer and the Director of the Division of Purchasing of efforts they have made to accomplish the recommended goals, and the extent to which they are successful in accomplishing the recommended goals will be a consideration in the procurement process. For assistance in locating DBE subcontractors contact the following Urban County Government agency:

Sherita Miller, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
(859) 258-3320

Note: Consultants may, but are not required to, identify specific DBE subconsultants in their prequalifications submittal. However, they must state their commitment to meeting the goals of LFUCG's DBE initiatives.

ATTACHMENT 1

ENGINEERING SERVICES AGREEMENT

ENGINEERING SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of _____, 2024, between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and _____(name & address) _____(**CONSULTANT**). **OWNER** intends to proceed with the _____as described in the attached Exhibit A, "**RFP #31-2024 NAME OF RFP.**" The services are to include customary civil, sanitary, geotechnical, mechanical, structural, and electrical engineering services as related to completion and submission of reports and deliverables as described in Exhibit A, detailing the findings of all field inspections, inventory and required analysis completed by the CONSULTANT. The services are hereinafter referred to as the **PROJECT**.

OWNER and **CONSULTANT** in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by **CONSULTANT** and the payment for those services by **OWNER** as set forth below.

CONSULTANT shall provide professional consulting services for **OWNER** in all phases of the **PROJECT** to which this Agreement applies, serve as **OWNER'S** professional engineering representative for the **PROJECT** as set forth below and shall give professional consultation and advice to **OWNER** during the performance of services hereunder.

SECTION 1 - BASIC SERVICES OF CONSULTANT

1.1. General

CONSULTANT shall perform professional services as hereinafter stated that include customary civil, geotechnical, structural, mechanical, electrical and sanitary engineering services incidental thereto.

1.2. Project Phase

After written authorization to proceed, **CONSULTANT** shall:

1.2.1. Notify the **OWNER** in writing of its authorized representative who shall act as Project Engineer and liaison representative between the **CONSULTANT** and the **OWNER.**

1.2.2. The **CONSULTANT must perform all duties necessary to fully complete the deliverables described in attached Exhibit A "NAME OF RFP; RFP #XX-2023" (including Appendices____ and Addendums_____), and attached Exhibit C the "Proposal of Engineering Services and Related Matters" (the CONSULTANT's response to RFP #_____), and amendments to the CONSULTANT'S proposal included in attached Exhibit D "Further Description of Basic Engineering Services and Related Matters."**

To the extent of any conflict among the provisions of these documents and/or this Agreement, the provisions of this Agreement shall control, followed by the provisions of **EXHIBIT A**, then **EXHIBIT D, and then EXHIBIT C**.

1.2.3 The **CONSULTANT** shall provide written documentation of all meetings and be responsible for incorporating all comments and changes resulting therefrom in final work product.

1.2.4. The **CONSULTANT** shall post all initial draft work products on the project document management portal. If the project document management portal is not functional on the draft posting date, the CONSULTANT shall submit five (5) copies (hardcover) of all initial draft

final work products for this **PROJECT**. The copies of the initial draft final reports are submitted for review and comment by the **OWNER**, and should be presented in person to the **OWNER**.

1.2.5. After the **OWNER'S** detailed review, the **CONSULTANT** will revise the initial draft final for all work products for this **PROJECT**, and the **CONSULTANT** shall post all draft final work products on the project document management portal. If the project document management portal is not functional on the draft posting date, the CONSULTANT shall five (5) copies (hardcover). One electronic copy of the all work products for this **PROJECT**, including all appendices, shall be provided and prepared in such a manner that it can readily be converted to a quick-link accessible form for the **OWNER'S** Website. The **OWNER** shall have ten (10) business days within which to accept or deny each such final draft. If is denied, the **OWNER** shall provide a detailed explanation in writing for the basis of such denial. Once the **OWNER** accepts the draft as final, a total of ten (10) final copies (hardcover) are required in addition to an electronic copy.

1.2.6 Immediately notify **OWNER** of any delay in the delivery of a work product or deliverable, regardless of cause. Give written notice to **OWNER** within five (5) business days whenever **CONSULTANT** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect in the work of Contractor(s).

SECTION 2 - EXTRA WORK BY CONSULTANT

2.1. The **OWNER** may desire to have the **CONSULTANT** perform work or render services in connection with this **PROJECT** other than provided by the expressed intent of this Agreement. Such work shall be considered as "Extra Work", subject to a change order, supplemental to this Agreement, setting forth the character and scope thereof and the compensation therefore. Work under such change order shall not proceed until the **OWNER** gives written authorization. Should the **OWNER** find it desirable to have previously satisfactorily completed and accepted plans or parts thereof revised, the **CONSULTANT** shall make such revisions as directed, in writing, by the **OWNER**. This work shall be considered as "Extra Work" and shall be paid as such.

2.2. All "Extra Work" is subject to prior written authorization of **OWNER** and necessary appropriations made by the Urban County Council.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

3.1. Provide criteria and information as to **OWNER'S** requirements for the **PROJECT**, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.

3.2. Assist **CONSULTANT** by placing at his disposal available information pertinent to the Project.

3.3. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **CONSULTANT**, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **CONSULTANT**.

3.4. Designate in writing a person to act as **OWNER'S** representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret, and define **OWNER'S** policies and decisions with respect to materials, equipment, elements, and systems pertinent to **CONSULTANT'S** services.

3.5. Give written notice to **CONSULTANT** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect in the work of Contractor(s).

3.6. Furnish or direct **CONSULTANT** to provide, necessary Extra Work as stipulated in Section Two (2) of this Agreement or other services as required.

SECTION 4 - PERIOD OF SERVICES

4.1. Time is of the essence in the performance of this Agreement. See attached Exhibit D "Further Description of Basic Engineering Services and Related Matters" for the project schedule.

4.2. The provisions of this Section Four (4) and the various rates of compensation for **CONSULTANT'S** services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the **PROJECT** through completion.

4.3. If a delay results from the acts of **OWNER** or another entity that is required to permit or approve the work or services, an extension of time for such delay will be considered by **OWNER**.

4.3.1. If the above type of delay occurs and **CONSULTANT** wants an extension of time, it must, within ten (10) days from the date of the delay, apply in writing to **OWNER** for an extension of time for a reasonable period, which must be agreed upon by **OWNER**.

4.3.2. If the extension of time is approved by **OWNER**, the **PROJECT** schedule/Final Task Order shall be revised to reflect the extension. Such extension of time to the completion date shall in no way be construed to operate as a waiver on the part of **OWNER** of any of its other rights in the Agreement.

4.3.3. If the above type of delay would prevent complete performance of the **PROJECT**/Final Task Order within ninety (90) days of the time specified therein, **OWNER** shall have the option of cancelling the **PROJECT**/Final Task Order or otherwise adjusting the scope of the services or work and any related fees.

4.3.4. **If the parties cannot mutually agree to an extension of time or an adjustment, Section 6.5 under "DISPUTES" of this Agreement shall apply.**

4.4. If delays result solely by reason of acts of the **CONSULTANT**, the **CONSULTANT** must immediately notify the **OWNER** in the event of such delay, and provide the **OWNER** a written action plan within five (5) business days on how it will reasonably attempt to resolve the delay. If the parties cannot mutually agree to an extension of time or an adjustment, Section 6.5 under "DISPUTES" of this Agreement shall apply. If the above type of delay would prevent complete performance of the **PROJECT**/Final Task Order within ninety (90) days of the time specified therein, **OWNER** shall have the option of cancelling the **PROJECT**/Final Task Order or otherwise adjusting the scope of the services or work and any related fees.

SECTION 5 - PAYMENTS TO CONSULTANT

5.1. Methods of Payment for Services of CONSULTANT.

5.1.1. For Basic Services

OWNER shall issue individual task orders for each work assignment performed under this Agreement by **CONSULTANT** or its sub-consultant/s. Each task order shall contain scope of work, fee, and schedule for performance of the work. Individual task orders shall be of the form included in **EXHIBIT D**.

5.1.1.a Fee payable to **CONSULTANT** under individual task order shall be developed using hourly rates included in

EXHIBIT D or as amended in accordance with provisions therein.Terms of payment to **CONSULTANT** shall be specified in each task order. For assignments with defined scope, lump sum task orders shall be issued. Otherwise, task orders shall include time and materials payment terms.

5.1.1.b Each task order issued shall receive prior written approval of **OWNER** prior to **CONSULTANT** proceeding with said work. The **OWNER's** designated agent in Section 8.1.1. shall be the only person authorized to provide such approval.

5.2. Times of Payment

5.2.1. CONSULTANT shall submit monthly statements for Basic Services and Extra Work rendered. The Statements will be based upon **CONSULTANT'S** estimate of the proportion of the total services actually completed at the time of billing. **OWNER** shall respond to **CONSULTANT'S** monthly statements within thirty (30) days, either denying payment or making payment.

5.3. Other Provisions Concerning Payments

5.3.1. In the event the Agreement is terminated by the **OWNER** without fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid for the work performed or services rendered for which it has not already been paid as determined by mutual agreement between the **OWNER** and the **CONSULTANT**.

5.3.2. In the event the services of the **CONSULTANT** are terminated by the **OWNER** for fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid reasonable value of the work performed or services rendered and delivered for which it has not already been paid, and the amount to be paid shall be determined by the **OWNER**.

SECTION 6 - GENERAL CONSIDERATIONS

6.1. Termination

6.1.1. CONSULTANT may only terminate this Agreement due to **OWNER'S** material breach of the terms hereof which breach causes **CONSULTANT** to be unable to perform its duties and responsibilities under this Agreement and upon forty-five (45) days written advance notice to **OWNER**.

6.1.2. The **OWNER** may terminate this Agreement for cause upon seven (7) business days written advance notice to the **CONSULTANT**. The **OWNER** reserves the right to terminate the Agreement for any reason whatsoever, with or without cause, at any time upon thirty (30) days written advance notice to the **CONSULTANT**.

6.2. Ownership and Reuse of Documents

All documents, including raw data, reports, Drawings and Specifications, prepared by the **CONSULTANT** pursuant to this Agreement shall be delivered to and become the property of the **OWNER**. The **OWNER** shall have the right to reuse same without restriction or limitation, but without liability or legal exposure to **CONSULTANT**.

6.3. Legal Responsibilities and Legal Relations

6.3.1. The **CONSULTANT** shall familiarize himself with and shall at all times comply with all federal, state, and local laws, ordinances, and regulations that in any manner affect the services of this Agreement.

6.3.2. In performing the services hereunder, the **CONSULTANT** and its consultants, employees, agents and representatives shall not be deemed or construed to be employees of **OWNER** in any manner whatsoever. Except as otherwise provided in this Agreement, the **CONSULTANT** shall be acting as an independent contractor. The **CONSULTANT** shall not hold itself out as, nor claim to be, an officer or employee of **OWNER** by reason hereof and shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of **OWNER**. The **CONSULTANT** shall be solely responsible for any claims for wages or compensation by **CONSULTANT'S** employees, agents and representatives, including consultants, and shall save and hold **OWNER** harmless therefrom.

6.3.3. The parties hereto agree that causes of actions between the parties shall be governed by applicable provisions of the Kentucky Revised Statues, and that venue of any legal action shall be a court of appropriate jurisdiction in Fayette County, Kentucky. The parties further agree that Kentucky law shall apply with respect to the interpretation of any provision of this Agreement.

6.4. Successors and Assigns

6.4.1. **CONSULTANT** binds itself and his partners, successors, executors, administrators, assigns and legal representatives to this Agreement in respect to all covenants, agreements, and obligations of this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement nor transfer any interest in the same, whether by assignment or novation, without prior written consent of **OWNER**.

6.4.2. The **CONSULTANT** shall not subcontract more than fifty percent (50%) of the work, based upon dollar value of the work. The **CONSULTANT** shall obtain written approval prior to subletting or assigning any services contained in this Agreement, and consent to sublet or assign any part of this Agreement shall not be construed to relieve the **CONSULTANT** of any responsibility for compliance with the provisions of this Agreement.

6.4.3. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than **OWNER** and **CONSULTANT**.

6.5. Disputes

Except as otherwise provided in this Agreement, any dispute hereunder may be resolved by agreement of the **OWNER'S** Agent (Section 8.1.1) and the **CONSULTANT.** In the absence of such an agreement, the dispute shall be submitted to the **OWNER'S** Commissioner, Department of Environmental Quality & Public Works, whose decision shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith.

Pending a final decision of a dispute hereunder, the **CONSULTANT** shall proceed diligently with the performance of the Agreement in accordance with the directions of the **OWNER**.

6.6. Accuracy of CONSULTANT'S Work

The **CONSULTANT** shall be required to perform this Agreement in accordance with the degree of ordinary and reasonable skill and care usually exercised by professional engineers prevailing at the time, place and under similar conditions as the services hereunder are rendered.

The **CONSULTANT** shall be responsible for the accuracy of all work, even though raw data, reports, Drawings and Specifications have been accepted by the **OWNER**, and it shall make any necessary revisions or corrections resulting from its errors and/or omissions for no additional compensation. By submission of reports, soils and subsurface information, quantities estimates, calculations and Drawings and Specifications to the **OWNER**, the **CONSULTANT** has made an incontrovertible representation that the information is accurate within the appropriate standard of skill and care. Failure on the part of **CONSULTANT** to provide the expected level of accuracy may be grounds for the **OWNER** to terminate this Agreement.

6.7. Security Clause

The **CONSULTANT** certifies that he shall not at any time release or divulge any information concerning the services covered by this Agreement to any person or any public or private organization except the **OWNER** without prior approval of the **OWNER** unless required by law

6.8. Access to Records

The **CONSULTANT** and his sub-consultants shall maintain all books, documents, papers, and accounting records, and make such materials available at their respective offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement for inspection by the **OWNER**, and copies thereof shall be furnished if requested. Failure to maintain such records for three (3) years after the date of final payment may be grounds for the **OWNER** to disqualify the **CONSULTANT** from consideration for future consultant engineering Agreements.

6.9. Risk Management Provisions, Insurance and Indemnification

6.9.1. DEFINITIONS

The **CONSULTANT** understands and agrees that the Risk Management Provisions of this Agreement define the responsibilities of the **CONSULTANT** to the **OWNER**.

As used in these Risk Management Provisions, the terms **"CONSULTANT"** and **"OWNER"** shall be defined as follows:

a. **CONSULTANT** means the consultant and its employees, agents, servants, owners, principals, licensees, assigns and subcontractors of any tier.

b. **OWNER** means the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, boards, assigns, volunteers, and successors in interest.

6.9.2. INDEMNIFICATION AND HOLD HARMLESS PROVISION

a. It is understood and agreed by the parties that **CONSULTANT** 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 **CONSULTANT** or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "**CONSULTANT**") 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.

b. **CONSULTANT** 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 "**OWNER**") 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 **CONSULTANT**'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 **CONSULTANT**; and (b) not caused solely by the active negligence or willful misconduct of **OWNER**.

c. Notwithstanding, the foregoing, with respect to any professional services performed by **CONSULTANT** hereunder (and to the fullest extent permitted by law), **CONSULTANT** shall indemnify, save, hold harmless and defend **OWNER** from and against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of **CONSULTANT** in the performance of this agreement.

d. In the event **OWNER** is alleged to be liable based upon the above, **CONSULTANT** 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 **OWNER**, which approval shall not be unreasonably withheld.

e. These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.

f. **OWNER** is a political subdivision of the Commonwealth of Kentucky. **CONSULTANT** acknowledges and agrees that **OWNER** is unable to provide indemnity or otherwise save, hold harmless, or defend the **CONSULTANT** in any manner.

6.9.3. FINANCIAL RESPONSIBILITY

The **CONSULTANT** understands and agrees that the **CONSULTANT** shall, prior to final acceptance of the **CONSULTANT'S** proposal and the commencement of any work; demonstrate

the ability to assure compliance with the Indemnity Agreement and other provisions of this Agreement.

6.9.4. INSURANCE REQUIREMENTS

6.9.4.1. Required Insurance Coverage

CONSULTANT shall procure and maintain for the duration of this Agreement 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 **OWNER** in order to protect **OWNER** 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 **CONSULTANT**. The cost of such insurance shall be included in any proposal:

Coverage	**Limits**
General Liability (Insurance Services Office Form CG 00 01)	$1 million per occurrence, $2 million aggregate or $2 million combined single limit
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single, $1 million per occurrence
Professional Liability	$1 million per occurrence, $2 million aggregate
Worker's Compensation	Statutory
Employer's Liability	$500,000.00

The policies above shall contain the following conditions:

a. **OWNER** shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy.

b. The General Liability Policy shall be primary to any insurance or self-insurance retained by **OWNER**.

c. The General Liability Policy shall include Business Interruption coverage.

d. The Contractor shall carry Builders Risk coverage at a level sufficient to cover the replacement cost of any equipment or machinery used at the work site, if applicable.

e. The General Liability Policy shall include a Pollution Liability endorsement and/or Environmental Casualty coverage unless it is deemed not to apply by **OWNER**.

f. The General Liability Policy shall have a Professional Liability endorsement (including Errors and

Omissions), which shall include Business interruption coverage and this policy or endorsement shall include Environmental Casualty coverage for any services performed pursuant to the contract, and/or a separate Professional Liability Policy shall be obtained unless it is deemed not to apply by **OWNER**. (**OWNER** does not need to be named as additional insured).

g. **OWNER** 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.

h. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the project, to the extent commercially available. If not commercially available, **CONSULTANT** shall notify **OWNER** and obtain similar insurance that is commercially available and acceptable to **OWNER**.

i. Said coverage shall be written by insurers acceptable to **OWNER** and shall be in a form acceptable to **OWNER**. 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.

6.9.4.2. Renewals

After insurance has been approved by **OWNER**, evidence of renewal of an expiring policy must be submitted to **OWNER**, 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.

6.9.4.3. Right to Review, Audit and Inspect

CONSULTANT understands and agrees that **OWNER** may review, audit and inspect any and all of **CONSULTANT'S** records and operations to insure compliance with these Insurance Requirements.

6.9.5. SAFETY AND LOSS CONTROL

CONSULTANT 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 **OWNER**.

6.9.6. DEFINITION OF DEFAULT

CONSULTANT understands and agrees that the failure to comply with any of these provisions shall constitute default under this Agreement. **CONSULTANT** also agrees that **OWNER** may elect as 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 **CONSULTANT** for any such insurance premiums purchased, or suspending or terminating this Agreement.

SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, the **CONSULTANT** agrees as follows:

7.1. The **CONSULTANT** will not discriminate against any employee or application for employment because of race, color, religion, national origin, sex, age, or handicap. The **CONSULTANT** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, sex, age, or handicap. Such action shall include, but not be limited to the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The **CONSULTANT** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

7.2.1. The **CONSULTANT** will, in all solicitations or advertisements for employees placed by or on behalf of the **CONSULTANT**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, age (between forty and seventy), or handicap.

SECTION 8 - SPECIAL PROVISIONS, EXHIBITS, AND SCHEDULES

8.1. This Agreement is subject to the following provisions.

8.1.1. Pursuant to subparagraph 3.4 of this Agreement, **OWNER** has assigned Charles H. Martin, P.E., Director of the Division of Water Quality (the "**OWNER'S** Agent"), as the authorized agent of **OWNER**, to monitor, direct and review the performance of work of the **CONSULTANT**. Documents, data, reports, and all matters associated with carrying out this Agreement shall be addressed to the **OWNER'S** Agent or his designee. Questions by the **CONSULTANT** regarding interpretations of the terms, provisions and requirements under this Agreement shall be addressed to the **OWNER'S** Agent or his designee. The **CONSULTANT** shall look only to the **OWNER'S** Agent or his designee for direction in its performance under this Agreement; no other direction shall be binding upon **OWNER**. **OWNER** shall respond to written requests by **CONSULTANT** within thirty (30) days.

8.2. This Agreement, together with the Incorporated Documents (Section 1.2) constitutes the entire Agreement between **OWNER** and **CONSULTANT** and supersedes all prior written or oral understandings. This Agreement and **EXHIBITS A, B, C and D** and any related schedules or documents may only be amended, supplemented, modified or canceled by a duly executed written instrument.

8.3. 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 **OWNER** or **CONSULTANT.**

8.4 UNENFORCEABLE TERMS/SURVIVABILITY. If any term or provision of this Agreement shall be found to be illegal or unenforceable, this Agreement shall remain in full force and such term or provision shall be deemed stricken. The provisions of Section 6 of this Agreement shall survive its termination.

8.5. NON-WAIVER. The failure of either party to enforce any right reserved to it in this Agreement shall not be a waiver of any such right to which the party is entitled.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

OWNER: **CONSULTANT:**

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT _____

BY: _____ BY: _____
LINDA GORTON, MAYOR

ATTEST:

_____
URBAN COUNTY COUNCIL CLERK
COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing Agreement was subscribed, sworn to and acknowledged before me by _____, as the duly authorized representative for and on behalf of _____, on this the ___ day of _____, 2024..
My commission expires: _____.

_____
NOTARY PUBLIC

EXHIBIT A

REQUEST FOR PROPOSALS/

SCOPE OF ENGINEERING SERVICES

AND RELATED MATTERS

RFP#

EXHIBIT B

CERTIFICATE OF INSURANCE

EXHIBIT C

PROPOSAL OF ENGINEERING SERVICES

AND RELATED MATTERS

EXHIBIT D

FURTHER DESCRIPTION OF BASIC ENGINEERING SERVICES AND RELATED MATTERS

ATTACHMENT 2
BLANK TASK ORDER

LFUCG TASK ORDER NO.
UNDER LFUCG AGREEMENT WITH _____FOR

RFP 31-2024 FOR Professional Services- OSHA Compliance Program Management

	CONSULTANT	OWNER
Name		Lexington Fayette Urban County Government
Street Address		200 East Main Street
City, State, Zip		Lexington, KY 40507
Contact Person		
Telephone		
Fax		
E-Mail		

Task Order Date: _____ **Task Name:** _____

Task ID: _____

SCOPE OF WORK/DELIVERABLES

SCHEDULE OF WORK

FEE

ACCEPTED BY:

_____
Consultant's Authorized Signature

_____
Date Signed

AUTHORIZED BY:

_____
Owner's Authorized Signature

_____
Date Signed

EXHIBIT B

CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/23/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER IMA, Inc. - Colorado 1705 17th Street, Suite 100 Denver CO 80202	**CONTACT NAME:** IMA Denver Team **PHONE (A/C, No, Ext):** 303-534-4567 **FAX (A/C, No):** **E-MAIL ADDRESS:** DenAccountTechs@imacorp.com
INSURED ALL4LLC-01 All4 LLC 2393 Kimberton Rd, PO Box 299 Kimberton, PA 19442	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Valley Forge Insurance Company — 20508 **INSURER B :** Admiral Insurance Company — 24856 **INSURER C :** American Casualty Company of Reading, — 20427 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1749575930 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR X Ded: $2,500 X Ded: Per Occur GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:			FEIECC3547300	6/1/2023	6/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 25,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			BAU7039627142	6/1/2023	6/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
B	[ ] **UMBRELLA LIAB** [ ] OCCUR X **EXCESS LIAB** X CLAIMS-MADE DED X RETENTION $ 25,000			FEIEXS4527300	6/1/2023	6/1/2024	EACH OCCURRENCE AGGREGATE $	$ 7,000,000 $ 7,000,000 $
A C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		7039627187 (CA) 7039635970	6/1/2023 6/1/2023	6/1/2024 6/1/2024	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Pollution Liability Coverage			FEIECC3547300	6/1/2023	6/1/2024	Each Occurrence Aggregate Per Condition Ded.	$1,000,000 $2,000,000 $25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Professional Liability Coverage: Policy #FEIECC3547300
Effective Dates: 06/01/2023-06/01/2024 Insurer B: See Above
$1,000,000 Per Claim; $2,000,000 Aggregate
$25,000 Deductible; Retro Date: 03/25/2020

Leased and Rented Equipment: Policy #BMO2464737101
Effective Dates: 06/01/2023-06/01/2024 Insurer B: See Above
$150,000 Limit; $500 Deductible
See Attached...

CERTIFICATE HOLDER

Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor, Room 338
Lexington KY 40507

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Brenda Vinsant

© 1988-2015 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: ALL4LLC-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
IMA, Inc. - Colorado	All4 LLC 2393 Kimberton Rd, PO Box 299 Kimberton, PA 19442
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Cyber Liability Coverage: Policy #2CIAPA17S011828000
Effective Dates: 06/01/2023-06/01/2024 Insurer: Accredited Surety and Casualty Company, Inc.
$2,000,000 Per Claim; $2,000,000 Aggregate; $10,000 Retention

The Excess coverage pertaining to the Professional Liability has a sublimit of $5,000,000.

Certificate Holder(s) is included as Additional Insured on the General Liability, Automobile Liability, and Umbrella Liability policies, if required by written contract or agreement subject to the policy terms and conditions. A Waiver of Subrogation is provided in favor of Certificate Holder(s) on the General Liability, Automobile Liability, Workers Compensation, and Umbrella Liability policies if required by written contract or agreement, subject to the policy terms and conditions. This Insurance is Primary & Non-Contributory on the General Liability, Automobile Liability and Umbrella Liability policies subject to the policy terms and conditions. The Excess Liability policy is excess of the Pollution Liability, Professional Liability, General Liability, Automobile Liability, and Employers Liability.
RE: Lexington-Fayette Urban County Government.

Additional Insured Includes: Lexington-Fayette Urban County Government.

© 2008 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

EXHIBIT C

PROPOSAL OF ENGINEERING SERVICES

AND RELATED MATTERS

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
RFP #31-2024 OSHA COMPLIANCE PROGRAM MANAGEMENT

INTRODUCTION

ALL4 LLC (ALL4) understands that Lexington-Fayette Urban County Government (LFUCG) is seeking a qualified firm to partner with the Division of Water Quality to perform and maintain Occupational Safety and Health Administration (OSHA) compliance with state and federal requirements. An overview of ALL4's qualifications to complete this consulting work is presented below and the remainder of this letter is organized as follows:

- About ALL4
- Relevant ALL4 Experience
- Project Management
- Attachment A – Key ALL4 Team Profiles
- Attachment B – Reference Projects
- Attachment C – ALL4 Scope of Work and Cost
- Attachment D – Required Forms
    - Certificate of Insurance
    - Exhibit 1
    - Workforce Analysis Form
    - Affidavit
    - Equal Opportunity Agreement
    - General Provisions
    - Engineering Services Agreement (not included due to number of pages – To be signed upon award of bid.)

ABOUT ALL4

ALL4 is a nationally recognized environmental, health and safety consulting company that specializes in multiple areas of environmental and safety compliance. We have the resources and expertise of a large firm with the flexibility of a small business. As a result, we can provide customized solutions for our clients, anchored by a commitment to transparency and communication every step of the way.

*// ALL4 was founded in 2002, has offices in **Kentucky**, California, Washington, Georgia, Pennsylvania, North Carolina, Texas, and Washington, DC, and has regional support staff located in additional states. We currently employ over 250 environmental professionals with a variety of experience in the consulting, industry, and regulatory arenas.*

We work with a diverse client base from family-owned operations to multi-national Fortune 500 companies, on both the corporate and facility levels. Our customers' businesses represent various industries such as government, automotive manufacturers, specialty manufacturing chemicals, power, pulp and paper, consumer goods, healthcare, pharmaceutical, cement, iron and steel, food and beverage manufacturing, and more.

RELEVANT ALL4 EXPERIENCE

ALL4 realizes LFUCG has choices when selecting a partner to support their OSHA compliance program. ALL4 is highly qualified and believe we are LFUCG's best choice based on the following:

- Extensive history of developing and maintaining OSHA compliance programs in various industries and facilities including both Town Branch and West Hickman wastewater treatment plants under previous LFUCG-DOWQ Task Orders;
- Familiarity with the OSHA regulations applicable to LFUCG;
- Robust technical expertise in state and federal OSHA compliance;
- ALL4's bench strength of consultants who have worked with LFUCG on OSHA compliance for 5+ years;
- Our well-established quality assurance process assures the work products we develop are complete, accurate, and accommodate client project schedules.

The following subsections highlight both ALL4's experience with LFUCG as well as our **Health and Safety compliance** experience, which we believe make ALL4 the best choice when selecting a partner.

Relationship with LFUCG and Related Health & Safety Experience:

ALL4 staff have been helping to maintain compliance with the state and federal OSHA regulations for LFUCG and the Division of Water Quality since 2015. ALL4's experience and capabilities in the health and safety realm include, but our not limited to:

1. Compliance Audits
2. Customized Training (e.g., OSHA 30 Hour & 10 Hour General Industry)
3. Standard Operating Procedure Development
4. Accident Investigation Support
5. Safety Program Development and Implementation Support
6. Job Hazard Analysis
7. Fire Code / Building Code
8. Qualitative and Quantitative Exposure Assessments
9. Noise Assessments
10. Ergonomics Assessment

For a list of representative clients and similar projects ALL4 has completed work for, please see Attachment B below.

PROJECT MANAGEMENT

Consistent with ALL4's project management philosophy, the Project will be managed by Kevin Chaplin who will be the primary point of contact for LFUCG throughout the entirety of this Project. The Project Manager will have the overall responsibility for the Project schedule, budget, Project tasks, and deliverables and will provide routine, consistent communications to LFUCG via email or phone calls detailing Project progress, current or anticipated issues, and status regarding schedule and budget. Representative project team profiles are included in Attachment A below.

LEARN MORE ABOUT ALL4

We encourage you to learn more about ALL4 at www.all4inc.com. Our website further defines our four service areas: Air, EHS, Environmental, Social, & Governance (ESG), and Digital Solutions. Our website provides readers with regulatory and technical resources, shares ALL4 and regulatory news, introduces you to ALL4 staff (both professionally and personally), and shares ALL4 events. We are firm believers in keeping our clients up to speed on the latest regulatory happenings and invite you to sign up for ALL4's ***4 The Record*** e-newsletter.

Should you have any questions related to ALL4's proposal, please feel free to contact me at (610) 422-1103 or email me at dross@all4inc.com.

Attachments:

Attachment A – Key ALL4 Team Profiles

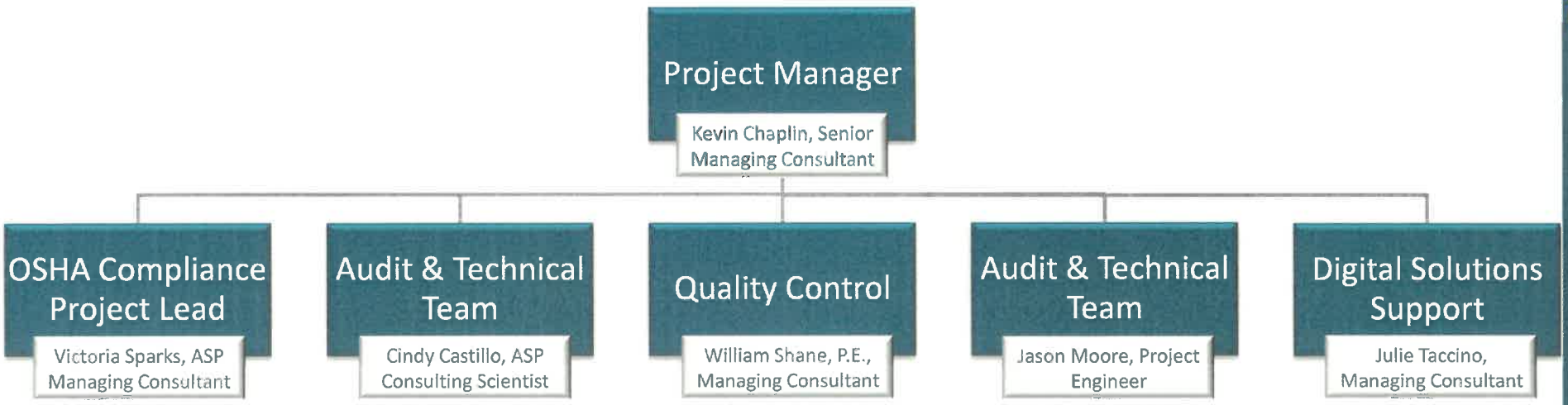
Attachment B – Reference Projects

Attachment C – ALL4 Scope of Work and Cost

Attachment D – Required Forms

Attachment A – Key ALL4 Team Profiles

RFP #31-2024 OSHA Compliance Program Management - Project Team



STRATEGY WITH SOLUTION.

PARTNERSHIP WITH A PURPOSE.

ALL4

KEVIN M. CHAPLIN
SENIOR MANAGING CONSULTANT

CREDENTIALS

- B.S. Environmental Sciences, Morehead State University, 1983
- Former OSHA Outreach Trainer
- EPA Licensed Asbestos Abatement Project Designer, Annual Renewal
- EPA Licensed Asbestos Building Inspector, Annual Renewal
- Former NIOSH 7400 Course Instructor
- Former Safety Committee Board Member, KY Assoc. of General Contractors

PROFESSIONAL EXPERIENCE

- 2020-Present: ALL4, LLC, KY- Sr. Managing Consultant; Corporate Safety Officer
- 2005-2020: SMG, KY- Louisville Manager / Sr. Industrial Hygienist
- 1995-2005: SMG, KY- Sr. Project Manager / Industrial Hygienist
- 1992-1995: McCoy & McCoy, Inc, KY- Louisville Branch Manager
- 1987-1992: Analytical Management, Inc. (AMI), KY- Louisville Director of Field Services
- 1984-1987: AMI, KY- Project Manager

PROFESSIONAL MEMBERSHIPS

- American Conference of Governmental Industrial Hygienists (ACGIH)
- American Industrial Hygiene Association (AIHA)
- American Society of Safety Professionals (ASSP)

TECHNICAL EXPERTISE

- ✓ OSHA safety program development and management support.
- ✓ OSHA Compliance and Environmental, Health & Safety Management Audits
- ✓ OSHA Compliance & Citation Support
- ✓ Design and Conduct Chemical Exposure Assessments for Manufacturing and Industrial Facilities
- ✓ Developed Hazardous Material Information System (HMIS) including Toxicological Profiles and Employee Task Analyses for Large Paint Manufacturing Company
- ✓ Workmen's Compensation/ Accident Investigation Litigation Support
- ✓ Develop, conduct, and provide oversight on Indoor Air Quality Evaluations
- ✓ Conduct Infection Control Risk Assessments and Develop Associated Hospital Testing Programs for Construction Projects
- ✓ Design and Conduct Hazardous Material Investigations for Asbestos, Mold, Lead-Based Paint, and PCB's
- ✓ Conducts Facility Hazard Assessments for PPE Determinations
- ✓ Perform Facility Mold Evaluations, Bioaerosol Testing and Remediation Design
- ✓ Combustible Dust Hazard Assessment / Remediation Design & Testing

PROFESSIONAL OVERVIEW

Kevin Chaplin has more than 37 years of experience in Environmental, Health and Safety Consulting. He regularly provides Industrial Hygiene and OSHA Compliance services for clients including Safety Program and Policy Development, OSHA Compliance Audits, Chemical Exposure Assessments, Health Hazard Evaluations, Hazardous Material Investigations, Litigation Support and the development of Site Safety and Health plans for Hazardous Waste sites.

Kevin has worked with a variety of Industries and Manufacturing Sectors, Government Municipalities, Educational Institutions, Hospitals, and the Military.

Kevin is experienced with both OSHA General Industry and Construction Standards and has represented clients in OSHA Informal Conferences and Negotiations.

www.all4inc.com 502.254.0670 kchaplin@all4inc.com

ALL4

KEVIN M. CHAPLIN
SENIOR MANAGING CONSULTANT

PROJECT HISTORY

Served as Client Manager for large municipality to assist client in re-writing Divisional Health and Safety Policies and OSHA compliance programs. *Designed and conducted OSHA compliance audits and oversaw the organization and execution of facility hazard assessments, occupational exposure assessments and safety training.*

Client and Project Manager for developing safety programs and implementation at a specialized manufacturing facility *Prior to the client operating a new production facility my team developed facility specific health and safety policies and OSHA compliance programs. Oversaw the organization and implementation of the facility's safety committee, program development and safety training prior to the facility hiring full time health and safety staff.*

Client and Project Manager for a Fortune 100 global manufacturing company conducting industrial hygiene chemical exposure assessments and safety consulting for 10-15 facilities in the U.S. and Canada. *Reviewed facility processes and exposure pathways and developed site-specific sampling protocols. Provided OSHA compliance support and health and safety consultation. Coordinated industrial hygiene laboratory methods and procedures, reviewed sampling data and prepared final reports for the Corporate Environmental, Health and Safety Director and the V.P. of Human Resources.*

Client and Project Manager for a Fortune 100 global manufacturing company conducting OSHA Compliance Auditing. *Provided OSHA compliance auditing and health and safety consultation for multiple manufacturing facilities in multiple States. Prepared compliance spreadsheets including action items for the Corporate Environmental, Health and Safety team and client counsel.*

Client and Project Manager for a large Wastewater Treatment Plant combustible dust testing and remediation project. *Designed and provided testing and project oversight for a Biosolids Plant combustible dust clean-up and fugitive emissions review of process equipment. Prepared clean-up bid specifications and assisted the client with the contractor selection process. Prepared an Operations & Maintenance Program for combustible dust awareness and facility housekeeping.*

Designed and conducted numerous Indoor Air Quality (IAQ) investigations and evaluations of hospital environments, commercial office buildings and manufacturing facilities. *Provided Microbiological and IAQ services for the owner of a high-rise office complex in Louisville, KY. Services include the development of a Microbial Prevention and Control Plan for on-going maintenance operations. Conducted facility inspections for mold contamination, bioaerosol sampling, technical information seminars for tenants and general facility response requests pertaining to indoor air quality and potential microbial health issues.*

Client Manager for a regional hospital network responsible for testing and assessment of infection control protocols and containment measures, Sr. Industrial Hygienist; to determine their effectiveness in preventing particle migration from areas of active construction into high-risk patient areas. *Multi-year, multi-million-dollar construction project requiring on-going client consultation, testing data review and site evaluations.*

Developed and conducted an asbestos ambient air monitoring program in the largest school district in the State of Kentucky, Industrial Hygienist; Have conducted hazardous material building surveys, abatement oversight and asbestos hazard assessments in numerous facility types including high rise offices, manufacturing plants, industrial facilities, commercial properties, and Government military installations. *Client manager for a fortune 100 company charged with conducting facility asbestos assessments and abatement management/oversight for each of eight U.S. manufacturing facilities. Provided U.S. regulatory guidance to Corporate Executives in Germany and U.S. regional management.*

Provided oversight and pre-renovation hazardous materials investigation of a public university facility built in 1903 as part of a Historic Revitalization Project, Sr. Industrial Hygienist; *Project oversight and execution included asbestos, mold, lead-based paint and universal waste inspections and inventories as well as waste classification support. Oversaw the preparation of inspection reports and cost estimates for abatement of contaminated building materials*

or identified hazardous waste. Provided regulatory oversight and developed plans and specifications in conjunction with Architect and Engineering Design group for abatement of hazardous materials. Services for the large University also included Pre-renovation, Pre-Demolition Hazardous Material Investigation of eleven (11) buildings including two (2) 23-Story dormitories.

Successfully developed lockout/tagout procedures and a confined space program for a Pennsylvania manufacturing facility under an OSHA directive deadline, Industrial Hygienist; *In conducting this work my team was able to eliminate the cost of confined space emergency rescue training to employees by declassifying permit-required confined spaces to non-permit required confined spaces under specific OSHA guidelines and interpretations.*

As a project manager, assisted a Rail and Barge client under regulatory mandate to completely revamp their Health & Safety Management Programs and OSHA Compliance Programs for a coal rail yard and barge loading and unloading facility on the Ohio River. *Provided a site industrial hygienist at the facility for a period of 6 months with substantial project management support to create new programs for all required OSHA standards applicable to the facility. The project included written programs, training and a management system designed to enable the facility to stay up to speed on training, recordkeeping and compliance requirements.*

Developed and provided oversight for an OSHA compliance audit of one of the world's largest suppliers of heating, ventilating and air-conditioning equipment for the building management industry. *Conducted a wall to wall OSHA compliance audit as well as review and revision of all written safety programs for a 700,000 square foot manufacturing facility. Oversaw preparation of a detailed spreadsheet indicating each process area, applicable standards, current compliance status and recommended improvements for each of the designated areas within the facility.*

Client and Project Manager for Federal Contract to provide Health Hazard and Industrial Hygiene evaluations of National Guard facilities in a 17-State region, Sr. Industrial Hygienist; *Developed and conducted industrial hygiene sampling parameters for noise, ventilation and chemical/physical hazards identified at the facilities. Conducted audits of chemical inventory procedures, SDS management and safety training policies and documentation.*

EXPERT WITNESS TESTIMONY

2018, Retained by Ferreri Partners, PLLC in James L. Huddleston v. Melson Roofing, Inc.; Workmen's Compensation Case; Provided review of KY OSHA Notice of Violation and Plaintiff's Deposition. Provided summary review for client and provided deposition.

2002, Retained by Landrum & Shouse, LLP in Home of the Innocents v. ETI-Corradino; Asbestos Inspection and Licensing Case; Reviewed Field sampling documents, report and scope of work/contract and provided case opinion with facts to support. Deposition not required/Case Settled in Client's favor.

LITIGATION SUPPORT

As an Industrial Hygienist and health and safety professional with 30 years of experience, Kevin has worked with law firms providing litigation support through document and/or data review, confidential confirmatory environmental testing or providing case review opinions and supporting facts/documentation. These projects through Counsel include but are not limited to:

- *Review of proposed protocol for air exchange rate testing in a Wal-Mart Distribution facility with previous potential carbon monoxide exposures*
- *Confidential testing and reporting of microbiological data and information obtained for Counsel on Distillery case involving facility migration of microbiological contamination.*
- *Litigation support for Counsel on Bloodborne Pathogens case involving a large public transit company and occupational exposure risks to employees. Provided OSHA compliance interpretations and policy review.*

VICTORIA SPARKS
MANAGING CONSULTANT

CREDENTIALS

- M.S. Occupational Safety, Security and Emergency Management, Eastern Kentucky University
- B.S. Environmental Health Science, Eastern Kentucky University
- ALL4 EHS Practice, Health and Safety Technical Lead
- Associate Safety Professional: ASP-37980

PROFESSIONAL EXPERIENCE

- 2022 – Present: ALL4LLC, Lexington, KY – Managing Consultant
- 2019 – 2022: Dana Inc, Danville, KY – EHSS Manager
- 2018 – 2019: Dana Inc, Maumee, OH – Regional Environmental Manager
- 2017 – 2018: Yanfeng, Louisville, KY – EHS Manager
- 2015 – 2017: Parsons, Richmond, KY – Environmental Technician

TECHNICAL EXPERTISE

- ✓ OSHA Compliance and EHS Management System Audits
- ✓ ISO 14001 and 45001 program development and auditing
- ✓ Development and implementation of Health and Safety programs and plans
- ✓ Integrated Contingency and Emergency Response Plan development and training
- ✓ EHS training program development and execution
- ✓ Industrial Hygiene/Occupational Exposure Assessments
  Risk assessments
- ✓ CWA compliance reporting, response plans and sampling
- ✓ SWPPP implementation
- ✓ SPCC Plans
- ✓ Title V permit application development and negotiation
- ✓ Annual/semi-annual compliance and emissions reporting
- ✓ GHG emissions inventories and reporting
- ✓ Air Quality/Title V Permitting and Compliance
- ✓ RCRA program support and reporting
- ✓ EPCRA reporting

PROFESSIONAL OVERVIEW

Ms. Victoria Sparks has over 10 years of professional experience in diverse EHS compliance in various industries and fields. Her expertise spans across environmental multi-media such as hazardous waste, air permitting, stormwater, chemical reporting and management, as well as OSHA compliance through industrial hygiene occupational exposure assessments, compliance auditing, EHS program development, risk and hazard assessments, emergency preparedness planning, prevention, and response. She supports the EHS Practice as the Health and Safety Technical Lead tracking new developments and rulemaking that may affect ALL4 clients.

Victoria has worked with a variety of industries and manufacturing sectors, including automotive, chemical, Department of Defense, health and beauty care, lamination, food and beverage, universities, hospitals, warehousing, and storage. Victoria is experienced with both OSHA General Industry and Construction standards. She has performed EHS compliance audits to evaluate and identify workplace compliance gaps and opportunities for improvement through hazard recognition, verification of EHS procedures and records review to regulatory compliance requirements, and evaluation of facility operations to required federal, state and local, EHS requirements as well as industry best management practices.

She has developed, maintained, and audited EHS Management Systems to the ISO 14001 and 45001 standards for various industries. She is lead auditor certified for both ISO 14001 and 45001. She has been focused on EHS program development, implementation, training, auditing, reporting in several states including; Alabama, California, Iowa, Illinois, Indiana, Kentucky, Louisiana, Michigan, Ohio, Pennsylvania, South Carolina, Tennessee, Texas, and Virginia, and project management.

www.all4inc.com 859-447-9156 vsparks@all4inc.com

PROJECT HISTORY

EHS EXPERIENCE

General Industry Safety Program Support and Audits, Multiple Clients: *Performed site safety audits and assessments against OSHA General Industry Standards for various clients in multiple states. Provided full audit reports with recommendations for corrective actions. Evaluated existing safety program SOPs, including confined space, respiratory protection, hear conservation, fall protection, contractor safety, and laboratory safety. Developed training programs including Hearing Conservation, Hazard Communication, Respiratory Protection, Crane and Hoist, Machine Guarding, Bloodborne Pathogens, and Powered Industrial Vehicles.*

Industrial Hygiene Chemical Exposure Assessments and Indoor Air Quality Monitoring, Multiple Clients: *Developed and conducted industrial hygiene sampling parameters for noise, ventilation, and chemical/physical hazards identified for various clients in multiple states. Conducted audits of chemical inventory procedures, Safety Data Sheet management, hazard communication procedures, and safety training policies and documentation.*

Environmental Compliance Audits, Multiple Clients: *Responsible for evaluating facility compliance with applicable environmental regulations. Primary auditing experience with air quality, water quality, spill prevention, and hazardous waste programs. Compliance evaluations reviewed facility processes and operations for appropriate source categorization, applicable emissions limits, required work practice standards, leak detection and repair programs, monitoring plans, quality assurance plans, instrument calibrations and maintenance activities, and monitoring, recordkeeping, and reporting requirements.*

Hazardous and Universal Waste Program Support, Multiple Clients: *Served as an auditor for RCRA compliance assessments within various types of facilities reviewing Satellite Accumulation Areas, Central Waste Storage Areas, inspection and training records and general safety compliance with full audit report provided for recordkeeping. Served as the lead developer for preparing biennial RCRA Hazardous Waste reports for various industries. Activities included analyzing waste manifests, classifying waste streams, generating waste stream tracking spreadsheets, and preparing and submitting the RCRA Hazardous Waste Reports through various on-line state submission services. Developed Hazardous Waste Contingency Plans (HWCP), hazardous waste and universal waste training programs, and compliance tracking tools for various clients.*

Environmental Compliance Reports, Multiple Clients: *Prepared EPCRA Tier II reports, Toxic Release Inventories (TRI), Toxic Substances Control Act (TSCA) chemical data reporting submissions, and biennial RCRA reports for various types of facilities in multiple states.*

Various Response Plan Developments and Implementations, Multiple Clients: *Integral in the development and implementation of multiple types of response plans including, Facility Response Plans (FRP), SPCC, SWPPP, Hazardous Waste Contingency Plans (HWCP) and Emergency Response Plans (ERP) at various types of facilities in multiple states. Contributed to the development of improved Best Management Practices (BMPs), assisted in employee training efforts, performed inspections per plan requirements, and annual updates/plan reviews.*

ISO 14001 and 45001, Multiple Clients: *Performed various site gap assessments and internal audits against the ISO 14001 and 45001 standards for EHS. Evaluated existing management systems and provided full audit reports with recommendations for corrective actions. Participation as a supporting resource to clients throughout the certification process. Prepared, implemented, and certified three manufacturing facilities to the ISO 45001 standard within six months.*

AIR QUALITY **EXPERIENCE**

Title V Operating Permit, Manufacturing, KY: *Prepared Title V applications for industrial facilities located in Kentucky. The applications included comprehensive emission inventories, regulatory applicability assessments, simplified process flow diagrams, operational flexibility reviews, insignificant activity evaluations, reviews of draft permits, and negotiation of monitoring, recordkeeping, and reporting conditions with regulatory agencies.*

Air Report Preparations, Manufacturing, KY: *Prepared air reports including annual emissions inventories, Title V Certifications, semi-annual deviation reports, monthly tracking reports, Greenhouse Gas (GHG) inventories, and electronic data reports (EDRs).*

PUBLICATIONS / **PRESENTATIONS**

ALL4: 4 The Record Article – OSHA Requires Employers to Update Injury Tracking Application Through Login.gov – author, February 2023

ALL4: 4 The Record Article – OSHA's Top Ten Safety Violations for Fiscal Year 2022 – author, February 2023

ALL4: 4 The Record Article – 2024 Look Ahead: OSHA – author, January 2024

Manufacturers' Education Council Annual Sustainability and Environmental Health and Safety Symposium – Effective Behavior Based Safety Programs – presenter/author, March 2023

Battery Council International 2023 Environmental Health and Safety Conference - OSHA Requirements for Facilities Handling Lead Today and Under Future Cal-OSHA – presenter/author, September 2023

Manufacturers' Education Council Annual Sustainability and Environmental Health and Safety Symposium – Workplace Violence Prevention Program Best Practices – presenter/author, March 2024

CINDY CASTILLO
CONSULTING SCIENTIST

CREDENTIALS

- *M.B.A Project Management, University of Southern Indiana (2024)*
- *B.S. Kinesiology, Bellarmine University*
- *ALL4 EHS Practice, Health and Safety Technical Lead*
- *Associate Safety Professional: ASP-37980*

PROFESSIONAL *EXPERIENCE*

- *2022 – Present: ALL4LLC, Lexington & Louisville, KY – Consulting Scientist*
- *2021 – 2022: Amazon, Shepherdsville, KY – Health & Safety Specialist*
- *2018 – 2020: YMCA, Shepherdsville, KY – Health & Safety Specialist*
- *2011 – 2017: Synergy Rehab, Louisville, KY – Health& Mobility Technician*

TECHNICAL *EXPERTISE*

- ✓ *OSHA Compliance and EHS Management System Audits*
- ✓ *Development and implementation of Health and Safety programs and plans*
- ✓ *EHS training program development and execution*
- ✓ *Industrial Hygiene/Occupational Exposure Assessments*

PROFESSIONAL *OVERVIEW*

Ms. Cindy Castillo has over 5 years of professional experience in EHS compliance in various industries and fields. Her expertise focuses on OSHA compliance through industrial hygiene occupational exposure assessments, compliance auditing, EHS program development and risk and hazard assessments. She supports the EHS Practice by providing Health and Safety technical support.

Cindy was part of the OSHA compliance auditing team that conducted OSHA Program audits of the Town Branch and West Hickman Wastewater Treatment Facilities and has worked with a variety of industries and manufacturing sectors, including automotive, chemical, Department of Defense, warehousing, and storage. Cindy is experienced with both OSHA General Industry and Construction standards. She has performed EHS compliance audits to evaluate and identify workplace compliance gaps and opportunities for improvement through hazard recognition, verification of EHS procedures and records review to regulatory compliance requirements, and evaluation of facility operations to required federal, state and local, EHS requirements as well as industry best management practices.

www.all4inc.com 502-254-0670 ccastillo@all4inc.com

JASON MOORE
PROJECT ENGINEER

CREDENTIALS

- B.S., Chemical Engineering with Biomedical Engineering Minor, The Pennsylvania State University, 2022
- OSHA 40HR HAZWOPER Training

PROFESSIONAL EXPERIENCE

- **Project Engineer:** ALL4 LLC, Lexington, KY – July 2023 to Present
- **Staff Engineer:** ALL4 LLC, Lexington, KY – June 2022 to June 2023
- **Industrial Engineering Intern:** Carlisle Construction Materials, Carlisle, PA – May 2021 to April 2022

TECHNICAL EXPERTISE

- ✓ Major/Minor Source Air Permitting
- ✓ National Pollutant Discharge Elimination System (NPDES) Permitting and Reporting
- ✓ Semi-annual and Annual Compliance Reporting
- ✓ Emissions Inventory Development
- ✓ Prevention of Significant Deterioration (PSD) Applicability Analysis
- ✓ New Source Review (NSR) applicability analyses and permitting
- ✓ Air Emissions Modeling via Emission Master
- ✓ Toxic Release Inventory (TRI) Development and Reporting
- ✓ Industrial Hygiene (IH) Sampling
- ✓ Phase I Environmental Site Assessments
- ✓ Stormwater Pollution Prevention Plan (SWPPP) Development
- ✓ Spill Prevention Control and Countermeasure (SPCC) Plan Development
- ✓ Emergency Planning and Community Right-to-Know Act (EPCRA) Tier II Reporting
- ✓ Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) Reporting
- ✓ Stormwater and Groundwater Monitoring
- ✓ Multimedia Audits and Gap Evaluations for Environmental, Health, and Safety
- ✓ Environmental Remediation

PROFESSIONAL OVERVIEW

Jason Moore is a Project Engineer at ALL4 where he started after obtaining a Bachelor of Science in Chemical Engineering from The Pennsylvania State University in May 2022. While at Penn State, Mr. Moore was an active member of the university's American Institute of Chemical Engineers (AIChE).

Prior to working at ALL4, Mr. Moore served as an Industrial Engineering Intern at Carlisle Construction Materials in their EPDM rubber plant. Mr. Moore's projects included drafting and editing standard operating procedures (SOPs), facilitating the idea generation process, conducting hazard rating number (HRN) and ergonomic audits, and completing continuous improvement projects to increase plant throughput and reduce scrap amounts.

Since joining ALL4, Mr. Moore has assisted with the preparation and development of emissions inventories, air construction permit applications, semi-annual compliance reporting, New Source Review (NSR) and Prevention of Significant Deterioration (PSD) permitting, Toxic Release Inventories (TRI), Tier II reports, Stormwater Pollution Prevention Plan (SWPPP) and Spill Prevention, Control, and Countermeasure (SPCC) plan preparation, and Emissions modeling via Emission Master. Mr. Moore has completed projects in the following industries: distilled spirits, portland cement, chemical manufacturing, hospitals, food and beverage, military munitions manufacturing, hazardous waste recycling, automotive parts manufacturing, automotive parts recycling, pulp and paper, and other miscellaneous manufacturing facilities.

www.all4inc.com 859-785-0389 jmoore@all4inc.com

WILLIAM SHANE
MANAGING CONSULTANT

CREDENTIALS

- *M.S. Environmental Engineering, University of Cincinnati*
- *B.S. Civil Engineering, University of Kentucky*
- *Registered Professional Engineer: KY #29490; AL #39305; IN #PE12200114; OH #PE.87584*

PROFESSIONAL EXPERIENCE

- ***2020-Present**: ALL4, KY – Managing Consultant*
- ***2013-2020**: Smith Management Group – Environmental Engineer*
- ***2008-2013**: Kentucky Division of Water – Environmental Engineering Assistant III*

TECHNICAL EXPERTISE

- ✓ *Multimedia audits of industrial facilities and operations*
- ✓ *Prepare Clean Air Act (CAA) permit applications and Potential to Emit (PTE) emissions calculations for Title V, Synthetic Minor, Conditional Major, and Minor Sources subject to Standards of Performance for New Stationary Sources (NSPS) and National Emission Standards for Hazardous Air Pollutants (NESHAP); Prepare federal and state monitoring reports and emissions inventories*
- ✓ *Resource Conservation and Recovery Act (RCRA) Hazardous Waste and Special Waste permitting and reporting*
- ✓ *Prepare Clean Water Act (CWA) National Pollutant Discharge Elimination System (NPDES) wastewater discharge permit applications for industrial and municipal facilities; Technical and regulatory support for NPDES permit effluent limitations and monitoring requirements*
- ✓ *Emergency Planning and Community Right-to-Know Act (EPCRA) Tier II and Toxics Release Inventory (TRI) reporting*
- ✓ *Litigation support services*
- ✓ *Develop environmental compliance plans including Spill Prevention Control and Countermeasure (SPCC) Plans and Stormwater Pollution Prevention (SWPPP/SWP3) Plans*
- ✓ *Onsite extension support serving as member of industrial client's environmental staff*

PROFESSIONAL OVERVIEW

William Shane is a Civil and Environmental Engineer with over 16 years of Consulting and Regulatory experience. William's experience includes CAA permitting and reporting; CWA NPDES wastewater discharge permitting, reporting, and technical support for industrial facilities; RCRA Hazardous Waste and Special Waste permitting and reporting; multimedia auditing; EPCRA Tier II and Form R reporting; litigation support; and development of environmental compliance plans.

Prior to his work in consulting, William spent 5 years at the Kentucky Division of Water (KDOW) as a NPDES permit writer developing permits for industrial facilities, publicly owned treatment works, and sanitary discharges. While at KDOW, William performed state-wide inspections and audits of municipal pretreatment programs.

William is a licensed Professional Engineer (PE) in Kentucky, Alabama, Indiana, and Ohio.

www.all4inc.com 859-233-0123 wshane@all4inc.com

JULIE TACCINO
MANAGING CONSULTANT

CREDENTIALS

- B.S., Chemical Engineering, Texas A&M University, 2012
- Licensed professional engineer: TX

PROFESSIONAL EXPERIENCE

- **2021-Present:** ALL4 LLC – Managing Consultant
- **2012-2021:** URS Corporation/AECOM, Houston, TX – Air Quality Consultant/Project Manager

TECHNICAL EXPERTISE

- ✓ Compliance Task content creation based on permit and regulatory requirements
- ✓ Implement air emission calculations in digital solutions
- ✓ Implement compliance tasks in digital solutions
- ✓ Leading client workshops to review business rules and content
- ✓ EHS Requirement Gathering
- ✓ Training clients on using digital solutions
- ✓ Ongoing support for digital solutions
- ✓ Develop client business rules for digital solutions
- ✓ Experience with Enablon Implementation, specifically MOC, Action Plans and RCM Modules
- ✓ Experience with other EMIS systems implementation

PROFESSIONAL OVERVIEW

Ms. Julie Taccino is a professional engineer with over 9 years of experience in digital solutions and air quality permitting. She has supported clients in the chemicals and oil and gas industries with MIS configuration, air regulatory content for compliance tasking, and project management. She has supported implementations with various MIS tools including Enablon for over four years and using legacy data from other software systems and permit calculations as a basis.

Ms. Taccino has supported Enablon implementations for the MOC, Action Plans, and RCM modules. She has assisted clients in EMIS implementations with client training, testing support, legacy data mapping and cleansing, assessing emission calculations, and validating emission calculation systems. Ms. Taccino has extensive experience with deconstructing permits and creating compliance tasks for air permits and regulations, with some experience in multimedia compliance tasking.

Ms. Taccino has also managed and provided technical expertise for Texas air permitting for chemicals clients. She has supported a new unit at an existing chemical plant in a nonattainment area from Nonattainment NSR permitting through Title V permitting and with ongoing compliance and permitting needs. Ms. Taccino has developed emission calculations for chemical clients for new sources based on vendor data, emission factors, and client information. She has provided compliance support for emission inventories using calculation workbooks and onsite compliance support including deviation reporting and creating compliance tools to track compliance obligations.

Attachment B – Reference Projects

RELEVANT PROJECT EXPERIENCE OF ALL4 AND PROJECT TEAM FOR RFP # 31-2024 – OSHA COMPLIANCE PROGRAM MANAGER

Project Type:	Multiple Year BPA Contract for Conducting Health Hazard Assessments & OSHA compliance audits at National Guard Facilities in a 16 State Region	**ALL4 Project No.:** 01329	Year or Years Completed: 2012 - 2022

Project Description:

ALL4 conducted Health Hazard Assessments and OSHA compliance audits of National Guard facilities (16 States-Region South). Services included health & safety regulatory compliance, testing and analysis of potential physical, chemical, and biological hazards, conducting chemical inventories and assessing potential hazards.
Responsible for overall project management, conducting assessments and preparing a report of findings for each facility assigned.

ALL4 Project Manager: Kevin Chaplin

Contract Amount: $50,000 to $75,000 Annually

Project Location: Multiple States

Client Contact:
Rodney J. Hamm
NGB Region SE, IH Office
510 Plaza Drive, Suite 1530
College Park, GA 30349
Office: (678) 569-9214

RELEVANT PROJECT EXPERIENCE OF ALL4 AND PROJECT TEAM FOR RFP # 31-2024 – OSHA COMPLIANCE PROGRAM MANAGER

Project Type:	Large Craft Brewery OSHA Compliance Assessments and Safety Evaluations.	**ALL4 Project No.:** 01888	Year or Years Completed: 2022-2023

Project Description:

ALL4 reviewed each facility's written safety programs and policies and observed production activities and operations. ALL4 conducted site observations, conducted management and employee interviews, evaluated health and safety training, and assessed the overall program implementation looking for potential gaps and areas of improvement.
ALL4 reviewed program/policy responsibilities and assess accountability structure for program implementation.
ALL4 reviewed hazard assessment documentation to see if there are potential gaps in the identification of facility hazards with regards to employee exposures (e.g., air contaminants or noise).

ALL4 Project Manager: Victoria Sparks, ASP

Contract Amount: $50,000

Project Location: PA & OH

Client Contact:
Confidential Client

RELEVANT PROJECT EXPERIENCE OF ALL4 AND PROJECT TEAM FOR RFP # 31-2024 – OSHA COMPLIANCE PROGRAM MANAGER

Project Type:	LFUCG-Division of Water Quality OSHA Compliance Auditing of the Town Branch and West Hickman Wastewater Treatment Plants and Health & Safety Program Development and Implementation support.	**ALL4 Project No.:** 001284	Year or Years Completed: 2017-2024

Project Description:

ALL4 reviewed LFUCG's standard written safety programs and policies for all Divisions and developed site-specific documents for key OSHA written programs for the two Wastewater Treatment facilities. ALL4 conducted site observations, evaluated health and safety training, and assessed the overall program implementation. ALL4 conducted hazard assessments, confined space inventories and industrial hygiene sampling. OSHA compliance audits were focused on looking for potential gaps and areas of improvement as well as assisting the facilities in implementing corrective measures.
ALL4 Project Manager: Kevin Chaplin

Contract Amount: Average of $85,000 to $90,000 Annually plus subcontracting electrical safety services for approximately $200,000 annually.

Project Location: Lexington, KY

Client Contact:
Robin Wright – DOWQ Safety Manager (Retired 2023)
DeShaun Bailey, Safety Specialist
859-425-2419; jbailey@lexingtonky.gov

RELEVANT PROJECT EXPERIENCE OF ALL4 AND PROJECT TEAM FOR RFP # 31-2024 – OSHA COMPLIANCE PROGRAM MANAGER

Project Type:	GE Appliances Environmental and OSHA Compliance Auditing of GE Appliance Manufacturing Facilities in Six States	**ALL4 Project No.:** 001667	Year or Years Completed: 2022

Project Description:

ALL4 health and safety personnel conducted 3rd Party environmental and health and safety audits of 12 facilities located in six states. The purpose of the audits was to verify and review site-level regulatory required inspections and to verify required corrective measures had been completed according to internal directives. ALL4 conducted site observations, evaluated health and safety training documentation, and reviewed internal safety policies. The OSHA compliance audits were focused on looking for potential gaps and areas of improvement as well as assisting the facilities in tracking required corrective measures.

ALL4 Project Manager: Kevin Chaplin

Contract Amount: $150,000

Project Location: Louisville, KY, GA, AL, TN, IN, SC

Client Contact:
Molly Hopper
Global EHS Compliance Assurance and Digital Technology Leader
GE Appliances, a Haier company
Phone: 731-434-5092
Email: molly.hopper@geappliances.com

RELEVANT PROJECT EXPERIENCE OF ALL4 AND PROJECT TEAM FOR RFP # 31-2024 – OSHA COMPLIANCE PROGRAM MANAGER

Project Type:	Advanced Materials & Catalyst Company Environmental, Health and Safety Compliance Auditing and Risk Evaluations	**ALL4 Project No.:** 002120	Year or Years Completed: 2023

Project Description:

ALL4 health and safety personnel conducted 3rd Party environmental and health and safety audits focused on the following criteria:
The organization's compliance with applicable health, safety, environmental, and facility security laws, regulations, and other legal requirements;
The organization's compliance with applicable company health, safety, and environmental (HSE) requirements; and
The potential for uncontrolled or insufficiently controlled significant HSE risks
ALL4 Project Manager: Victoria Sparks

Contract Amount: $100,000

Project Location: IN, TX

Client Contact:
Confidential

Attachment C – ALL4 Scope of Work and Costs

Anticipated Scope of Work

The primary goal and objective of this project is to provide the necessary professional services to review current safety policies, procedures, and record keeping to facilitate compliance with all state and federal workplace safety requirements and regulations. It is ALL4's understanding through prior experience with this contract and based on the current scope of work that our services will include the following key tasks:

Review and update as necessary all written safety program documents to incorporate potential regulatory changes or updates through the course of the contract period. Recommendations for improvement or revisions to the programs will be finalized with the Division of Water Quality.

- ALL4 will provide support in the development and implementation of safety programs and assist with analyzing and evaluating applicable leading indicators.
- ALL4 will provide support for staff training and training program development.
- ALL4 will conduct Annual OSHA compliance audits of WWTP operations and programs as well as designated operational groups such as pump stations and sewer line maintenance groups.
- Provide safety consultations and support for any designated WWTP projects arising during the contract period.
- ALL4 will provide an annual evaluation of any critical OSHA programs that require attention through the course of the contract period.
- ALL4 will assist plant management and staff with OSHA documentation compliance at both treatment plants.
- Provide status reports and open communication with the Division of Water Quality and their appropriate safety representatives.

Document Management/Sharing ?

ALL4 • info@all4inc.com • www.all4inc.com

STRATEGY WITH SOLUTION. PARTNERSHIP WITH A PURPOSE.

Estimated Cost and Hours LFUCG-DOWQ FY25		
Task	**Estimated Hours**	**Estimated Cost [1, 2]**
Review/Update Safety Documents	90	$18,000
Develop & Implement Safety Programs Compliance	80	$15,000
Site Reviews & Safety Analysis of WWTP Projects	80	$15,000
Annual OSHA Program Review	100	$20,000
OSHA Documentation Compliance Assistance for Plant Manager	60	$12,000
Estimated Annual Contract Amount (Total)	410	$80,000

[1] Estimated cost will vary with each task based on how much emphasis will be placed on each task by the Division of Water Quality Safety Manager as project work progresses.

[2] The attached billing rates provided are by position / category. ALL4 will primarily be utilizing the following positions for the work outlined above under the estimate of costs and hours:

Senior Managing Consultant
Technical Manager
Managing Consultant
Project Engineer
Consulting Scientist
Administrative

Additional postions may be utilized on the project to support any particular scope of work requested by the client as it pertains to the primary tasks listed above.

ALL4 BILLING RATES

Classification	Billing Rate ($/HR)
Technical Director	$215 – 290
Directing Consultant	$255 – 290
Senior Technical Manager	$215 – 290
Senior Managing Consultant	$200 – 275
Technical Manager	$160 – 235
Managing Consultant	$160 – 275
Consulting Engineer/Scientist	$150 – 205
Project Engineer/Scientist	$130 –185
Staff Engineer/Scientist	$120 – 180
Lead Implementation Consultant	$240 – 290
Senior Implementation Consultant	$200 – 235
Implementation Consultant I	$165 – 195
Implementation Consultant II	$175 – 205
Associate Implementation Consultant	$150 – 170
Executive	$285 – 305
Administrative/OH	$80 – 165
Expert Testimony/Litigation Support***	1.5 × Applicable Billing Rate
Reimbursable Expenses	**Cost***
Mileage	Federal Rate**
Project External Expenses	Cost
Sub-consultant	Cost plus 10%

** ALL4 DOES NOT charge separately for internal expenses such as computer use, phone use, cellular phone use, etc. All charges are as represented in our billing rates.*

*** Mileage based on the current federal reimbursement rate at the time services provided.*

**** For Expert Testimony/Litigation Support, ALL4 personnel working on that project will be charged at that employee's applicable billing rate multiplied by 1.5.*

Attachment D – Required Forms

AFFIDAVIT

Comes the Affiant, Addison Foley, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Laurie Beardsley for Kevin Chaplin and he/she is the individual submitting the proposal or is the authorized representative of ALL4, 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 Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.

6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

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.

LTB for Kevin Chaplin

STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by LTB for Kevin Chaplin on this the 24th day of April, 2024

My Commission expires: 02-20-2027

NOTARY PUBLIC, STATE AT LARGE

Addison McClain Foley
Notary ID: KYNP67328
Kentucky-Fayette County
Exp: February 20, 2027

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/23/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
IMA, Inc. - Colorado
1705 17th Street, Suite 100
Denver CO 80202

CONTACT NAME: IMA Denver Team
PHONE (A/C, No, Ext): 303-534-4567 **FAX (A/C, No):**
E-MAIL ADDRESS: DenAccountTechs@imacorp.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Valley Forge Insurance Company	20508
INSURER B : Admiral Insurance Company	24856
INSURER C : American Casualty Company of Reading,	20427
INSURER D :	
INSURER E :	
INSURER F :	

INSURED ALL4LLC-01
All4 LLC
2393 Kimberton Rd, PO Box 299
Kimberton, PA 19442

COVERAGES **CERTIFICATE NUMBER:** 1749575930 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY			FEIECC3547300	6/1/2023	6/1/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X Ded: $2,500						MED EXP (Any one person)	$ 25,000
	X Ded: Per Occur						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	**AUTOMOBILE LIABILITY**			BAU7039627142	6/1/2023	6/1/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB [ ] OCCUR			FEIEXS4527300	6/1/2023	6/1/2024	EACH OCCURRENCE	$ 7,000,000
	X EXCESS LIAB X CLAIMS-MADE						AGGREGATE	$ 7,000,000
	DED X RETENTION $ 25,000							$
A C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N			7039627187 (CA) 7039635970	6/1/2023 6/1/2023	6/1/2024 6/1/2024	X PER STATUTE [ ] OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] N/A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Pollution Liability Coverage			FEIECC3547300	6/1/2023	6/1/2024	Each Occurrence Aggregate Per Condition Ded.	$1,000,000 $2,000,000 $25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Professional Liability Coverage: Policy #FEIECC3547300
Effective Dates: 06/01/2023-06/01/2024 Insurer B: See Above
$1,000,000 Per Claim; $2,000,000 Aggregate
$25,000 Deductible; Retro Date: 03/25/2020

Leased and Rented Equipment: Policy #BMO2464737101
Effective Dates: 06/01/2023-06/01/2024 Insurer B: See Above
$150,000 Limit; $500 Deductible
See Attached...

CERTIFICATE HOLDER

Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor, Room 338
Lexington KY 40507

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Brenda Vinsant

© 1988-2015 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: ALL4LLC-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
IMA, Inc. - Colorado	All4 LLC 2393 Kimberton Rd, PO Box 299 Kimberton, PA 19442
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Cyber Liability Coverage: Policy #2CIAPA17S011828000
Effective Dates: 06/01/2023-06/01/2024 Insurer: Accredited Surety and Casualty Company, Inc.
$2,000,000 Per Claim; $2,000,000 Aggregate; $10,000 Retention

The Excess coverage pertaining to the Professional Liability has a sublimit of $5,000,000.

Certificate Holder(s) is included as Additional Insured on the General Liability, Automobile Liability, and Umbrella Liability policies, if required by written contract or agreement subject to the policy terms and conditions. A Waiver of Subrogation is provided in favor of Certificate Holder(s) on the General Liability, Automobile Liability, Workers Compensation, and Umbrella Liability policies if required by written contract or agreement, subject to the policy terms and conditions. This Insurance is Primary & Non-Contributory on the General Liability, Automobile Liability and Umbrella Liability policies subject to the policy terms and conditions. The Excess Liability policy is excess of the Pollution Liability, Professional Liability, General Liability, Automobile Liability, and Employers Liability.
RE: Lexington-Fayette Urban County Government.

Additional Insured Includes: Lexington-Fayette Urban County Government.

© 2008 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

Exhibit 1

Prime Consultant	Location (City, State)	Date Office Established	Total Number of Employees	No. of Employees expected to work on DWQ projects
Headquarters	Kimberton, PA	2002	64	0
Local Office	Lexington, KY	Acquired by ALL4 in 2020	9	3
PM Location	Louisville, KY	Acquired by ALL4 in 2020	9	2
Subconsultants Name:	TBD/Not Applicable			
Service Provided				
Headquarters				
Local Office				
Name:				
Service Provided				
Headquarters				
Local Office				
Name:				
Service Provided				
Headquarters				
Local Office				

Notes:

1. "Headquarters" refers to the corporate office that provides project support to the local office, if applicable. If support comes from multiple locations, use the blank spaces in the form to provide relevant information.

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.

Ken McClaskey — *Signature*

ALL4, LLC — *Name of Business*

WORKFORCE ANALYSIS FORM

Name of Organization: ALL4 LLC

EEO 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
Executive/Senior Level Officials and Managers	6	5	1	0	0	0	0	0	0	0	0	0	0	0	0	5	1
First/Mid Level Officials and Managers	18	9	9	0	0	0	0	0	0	0	0	0	0	0	0	9	9
Professionals	188	88	87	5	4	0	2	0	0	13	5	0	0	1	3	107	81
Technicians	12	6	1	0	0	2	0	1	0	0	0	1	0	1	0	11	1
Sales Workers	4	1	3	0	0	0	0	0	0	0	0	0	0	0	0	1	3
Administrative Support Workers	16	2	11	0	0	0	2	0	0	0	0	0	0	1	0	3	13
Total:	244	111	92	5	4	2	4	1	0	13	5	1	0	3	3	136	108

Prepared by: Nicholas Albano, HRBP
(Name and Title)

Date: 04/16/2024

DIRECTOR, DIVISION OF CENTRAL PURCHASING
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 Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor, Room 338
Lexington, Kentucky 40507
smiller@lexingtonky.gov

Firm Submitting Proposal: ALL4, LLC

Complete Address: 1405 Mercer Road, Lexington, KY 40222
Street City Zip

Contact Name: Kevin M. Chaplin Title: Senior Managing Consultant

Telephone Number:(502) 254-0670 Fax Number:
Email address: kchaplin@all4inc.com

LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference #31-2024

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 Central Purchasing 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. Third Rock Consulting	WBE	Potential Environmental Field Services Support	TBD	TBD
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.

ALL4, LLC
Company

Kevin M. Chaplin
Company Representative

4/24/2024
Date

Senior Managing Consultant
Title

LFUCG MWDBE SUBSTITUTION FORM
Bid/RFP/Quote Reference #31-2024

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 Central Purchasing 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.

ALL4, LLC
Company

Kevin M. Chaplin
Company Representative

4/24/2024
Date

Senior Managing Consultant
Title

MWDBE QUOTE SUMMARY FORM
Bid/RFP/Quote Reference #31-2024

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 (*To Be Determined)				**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.

ALL4, LLC
Company

Kevin M. Chaplin
Company Representative

4/24/2024
Date

Senior Managing Consultant
Title

*** NOTE: Scope/Bid for any MWDBE participation to be determined based on the actual scope of work to be delineated by specific request of LFUCG-DOWQ. Overall, the OSHA Program Support RFP is a general scope and does not allow for a specific subcontract scope of work to be delineated and requested by the limited MWDBE participants that provide related services regarding OSHA Program Compliance.**

LFUCG STATEMENT OF GOOD FAITH EFFORTS
Bid/RFP/Quote #31-2024

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 Central Purchasing 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

X 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.

_X__ 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.

ALL4, LLC	Kevin M. Chaplin
	Company Representative
4/24/2024	Senior Managing Consultant
Date	**Title**

In order to meet 25 Page Maximum Submittal Limit
Signature Page only for "General Provisions"

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.

Kevin A Clyde

Signature

4/24/2024

Date

ALL4 AFFIRMATIVE ACTION PLAN (DIVERSITY, EQUITY, AND INCLUSION)

ALL4, LLC

DEI Information for RFPs

Diversity Policy

We encourage and welcome diversity, recognizing it as a key competitive advantage. The value of different backgrounds and perspectives should not be overlooked. Having a diverse workforce assists us in looking at all situations from a variety of angles and encourages the development of innovative ideas and solutions. Embracing and understanding what each employee's background and perspective can contribute gives us a competitive edge.

Some types of diversity are as follows:

- Life experience
- Work experience
- Perspective
- Culture
- Ethnicity
- Gender
- Age

Respecting each individual and recognizing the value that we each bring to our team is essential. By creating a supportive environment that allows everyone to perform to his or her potential, we achieve success.

About Our Internal Efforts (ALL4 IDEA)

We believe an inclusive environment fosters both personal and professional growth. That's why at ALL4, our mission is to create a workplace where everyone feels encouraged and supported in being their authentic selves. Our varied experiences prepare us to tackle any challenge that comes our way. Our Inclusion, Diversity, Equity, and Accessibility (IDEA) group was formed to support ALL4's commitment to building an inclusive culture where diversity is welcomed and celebrated; where everyone feels encouraged and supported in being their authentic selves; and where transparency and honest communication drives our daily interactions.

Inclusion
Diversity
Equity
Accessibility

ALL4

ALL4 IDEA is an action-based committee focused on Inclusion, Diversity, Equity, and Accessibility at ALL4. We strive to create an environment where all employees feel valued, respected, and included, regardless of their background, identity, or abilities. Our work is essential in promoting an inclusive culture of diversity, equity, and accessibility throughout the organization. The group meets monthly and is overseen by our Diversity Coordinator, Stephanie Thomas.

Key Terms

Inclusion: A dynamic state where individuals and groups feel safe, respected, engaged, motivated, and valued for who they are and for their contributions to organizational and societal goals.

Diversity: The differences – both visible and invisible – within a group or among groups of people. These differences can include, but are not limited to, differences in gender, gender identity and expression, ethnicity, race, native or Indigenous origins, age, generation, sexual orientation, culture, religion, belief systems, marital status, parental status, socioeconomic status, appearance, language and accent, disability, mental health, education, geography, nationality, work style, work experience, job role and function, thinking style, and personality type. Note that while a group can be diverse, an individual is not "diverse."

Equity: When all people have full and unbiased access to livelihood, education, participation in the political and cultural community, and other societal benefits. Equity recognizes our interdependence and uses our collective power to create an environment where we all thrive and contribute our strengths.

Accessibility: The design of environments, products, devices, and services so that people of various abilities can use them with ease, without faulting individuals for the ways in which they are different and instead emphasizing the rights of individuals with differences to be full and participating members of society.

*Note that these definitions are from Minal Bopaiah's book, *Equity*.

What We Do

Awareness Campaigns: ALL4 IDEA organizes awareness campaigns throughout the year to educate employees about different aspects of inclusion, diversity, equity, and accessibility. These campaigns may include guest speaker events and interactive discussions as well as communications in the ALL4 Digest and Monday Morning Meeting.

Book Club: ALL4 IDEA hosts a quarterly book club in which all employees are welcome to participate. We will have conversations about these readings and examples of books to-date include:

- *Equity: How to Design Organizations Where Everyone Thrives* by Minal Bopaiah
- *Inclusify: The Power of Uniqueness and Belonging to Build Innovative Teams* by Stefanie K. Johnson, PhD

Employee Resource Groups: ALL4 IDEA supports and collaborates with Employee Resource Groups (ERGs), which are voluntary, employee-led groups whose aim is to foster a diverse, inclusive workplace aligned with the organizations they serve. ERGs are usually led and participated in by employees who share a characteristic, whether it's gender, ethnicity, lifestyle, or interest. The groups exist to provide support and help in personal or career development and to create a safe space where employees can bring their whole selves to the table. Allies may also be invited to join the ERG to support their colleagues.

Recruitment and Hiring Initiatives: ALL4 IDEA actively participates in efforts to enhance diversity in the recruitment and hiring process. We identify strategies for attracting a wider pool of candidates from diverse backgrounds and ensure that the interview and selection process is equitable and unbiased.

Training and Development: The group collaborates with the Talent Development team to develop and deliver training programs that foster a culture of inclusion and provide employees with the necessary tools and knowledge to promote an equitable and accessible workplace.

Professional Partnership

DAIS Partners, led by Jordan Steffy and Denis Sison, serves as a trusted advisor and valuable resource for ALL4, offering ongoing support and consultation on matters related to Diversity, Equity, and Inclusion (DEI). Their approach focuses on the business benefits that DEI can bring, such as growth, creativity, innovation, improved job acceptance rates, enhanced reputation, and Return on Investment (ROI).

One of the distinctive features of DAIS Partners is their commitment to providing a safe learning environment. They promote a culture of 'no blaming and no shaming', creating a space where individuals feel comfortable and empowered to learn, make mistakes, grow, and engage in constructive dialogue.

Through our partnership with DAIS Partners, ALL4 gains access to specialized knowledge and expertise in DEI. This enables the organization to accelerate its progress in fostering a more inclusive and equitable workplace. With the guidance and support of DAIS Partners, ALL4 can navigate the complexities of DEI implementation, leverage the benefits of diversity, and ensure that their efforts align with their organizational goals and values.

EXHIBIT D

TASK ORDER

LFUCG TASK ORDER NO.
UNDER LFUCG AGREEMENT WITH _____FOR

RFP 31-2024 FOR Professional Services- OSHA Compliance Program Management

	CONSULTANT	OWNER
Name		Lexington Fayette Urban County Government
Street Address		200 East Main Street
City, State, Zip		Lexington, KY 40507
Contact Person		
Telephone		
Fax		
E-Mail		

Task Order Date: _____ **Task Name:** _____

Task ID: _____

SCOPE OF WORK/DELIVERABLES

SCHEDULE OF WORK

FEE

ACCEPTED BY:

_____
Consultant's Authorized Signature

_____
Date Signed

AUTHORIZED BY:

_____
Owner's Authorized Signature

_____
Date Signed

RESOLUTION NO. _____ – 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE THE ENGINEERING SERVICES AGREEMENT (AWARDED PURSUANT TO RFP NO. 31-2024) WITH ALL4 LLC FOR OSHA COMPLIANCE PROGRAM MANAGEMENT, FOR THE DIVISION OF WATER QUALITY, AT A COST NOT TO EXCEED $337,000.00.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Engineering Services Agreement (awarded pursuant to RFP No. 31-2024), which is attached hereto and incorporated herein by reference, with ALL4 LLC, for OSHA Compliance Program Management, for the Division of Water Quality.

Section 2 – That an amount, not to exceed the sum of $337,000.00, be and hereby is approved for payment to ALL4 LLC, from account # 4002-303401-3402-71299, pursuant to the terms of the Engineering Services 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
0554-24:EPT:4887-4352-9153, v. 1

RESOLUTION NO. 305 – 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE THE ENGINEERING SERVICES AGREEMENT (AWARDED PURSUANT TO RFP NO. 31-2024) WITH ALL4 LLC FOR OSHA COMPLIANCE PROGRAM MANAGEMENT, FOR THE DIVISION OF WATER QUALITY, AT A COST NOT TO EXCEED $337,000.00.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Engineering Services Agreement (awarded pursuant to RFP No. 31-2024), which is attached hereto and incorporated herein by reference, with ALL4 LLC, for OSHA Compliance Program Management, for the Division of Water Quality.

Section 2 – That an amount, not to exceed the sum of $337,000.00, be and hereby is approved for payment to ALL4 LLC, from account # 4002-303401-3402-71299, pursuant to the terms of the Engineering Services Agreement.

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

PASSED URBAN COUNTY COUNCIL: June 27, 2024

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0554-24:EPT:4887-4352-9153, v. 1

ENGINEERING SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of August 8, 2024, between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and **ALL4 LLC, 2393 Kimberton Rd. Kimberton, PA 19442 (CONSULTANT). OWNER** intends to proceed with the OSHA Compliance Program Compliance as described in the attached Exhibit A, "**RFP #31-2024 OSHA Compliance Program Management.**" The services are to include customary civil, sanitary, geotechnical, mechanical, structural, and electrical engineering services as related to completion and submission of reports and deliverables as described in Exhibit A, detailing the findings of all field inspections, inventory and required analysis completed by the CONSULTANT. The services are hereinafter referred to as the PROJECT.

OWNER and **CONSULTANT** in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by **CONSULTANT** and the payment for those services by **OWNER** as set forth below.

CONSULTANT shall provide professional consulting services for **OWNER** in all phases of the **PROJECT** to which this Agreement applies, serve as **OWNER'S** professional engineering representative for the **PROJECT** as set forth below and shall give professional consultation and advice to **OWNER** during the performance of services hereunder.

SECTION 1 - BASIC SERVICES OF CONSULTANT

1.1. General

CONSULTANT shall perform professional services as hereinafter stated that include customary civil, geotechnical, structural, mechanical, electrical and sanitary engineering services incidental thereto.

1.2. Project Phase

After written authorization to proceed, **CONSULTANT** shall:

1.2.1. Notify the **OWNER** in writing of its authorized representative who shall act as Project Engineer and liaison representative between the **CONSULTANT** and the **OWNER**.

1.2.2. The **CONSULTANT must perform all duties necessary to fully complete the deliverables described in attached Exhibit A "NAME OF RFP; RFP #31-2024 OSHA Compliance Program Management " (including Appendices 1 & 2 and Addendums 1), and attached Exhibit C the "Proposal of Engineering Services and Related Matters" (the CONSULTANT's response to RFP #31-2024), and amendments to the CONSULTANT'S proposal included in attached Exhibit D "Further Description of Basic Engineering Services and Related Matters."**

To the extent of any conflict among the provisions of these documents and/or this Agreement, the provisions of this Agreement shall control, followed by the provisions of **EXHIBIT A**, then **EXHIBIT D, and then EXHIBIT C**.

1.2.3 The **CONSULTANT** shall provide written documentation of all meetings and be responsible for incorporating all comments and changes resulting therefrom in final work product.

1.2.4. The **CONSULTANT** shall post all initial draft work products on the project document management portal. If the project document management portal is not functional on the draft posting date, the CONSULTANT shall submit five (5) copies (hardcover) of all initial draft

final work products for this **PROJECT**. The copies of the initial draft final reports are submitted for review and comment by the **OWNER**, and should be presented in person to the **OWNER**.

1.2.5. After the **OWNER'S** detailed review, the **CONSULTANT** will revise the initial draft final for all work products for this **PROJECT**, and the **CONSULTANT** shall post all draft final work products on the project document management portal. If the project document management portal is not functional on the draft posting date, the CONSULTANT shall five (5) copies (hardcover). One electronic copy of the all work products for this **PROJECT**, including all appendices, shall be provided and prepared in such a manner that it can readily be converted to a quick-link accessible form for the **OWNER'S** Website. The **OWNER** shall have ten (10) business days within which to accept or deny each such final draft. If is denied, the **OWNER** shall provide a detailed explanation in writing for the basis of such denial. Once the **OWNER** accepts the draft as final, a total of ten (10) final copies (hardcover) are required in addition to an electronic copy.

1.2.6 Immediately notify **OWNER** of any delay in the delivery of a work product or deliverable, regardless of cause. Give written notice to **OWNER** within five (5) business days whenever **CONSULTANT** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect in the work of Contractor(s).

SECTION 2 - EXTRA WORK BY CONSULTANT

2.1. The **OWNER** may desire to have the **CONSULTANT** perform work or render services in connection with this **PROJECT** other than provided by the expressed intent of this Agreement. Such work shall be considered as "Extra Work", subject to a change order, supplemental to this Agreement, setting forth the character and scope thereof and the compensation therefore. Work under such change order shall not proceed until the **OWNER** gives written authorization. Should the **OWNER** find it desirable to have previously satisfactorily completed and accepted plans or parts thereof revised, the **CONSULTANT** shall make such revisions as directed, in writing, by the **OWNER**. This work shall be considered as "Extra Work" and shall be paid as such.

2.2. All "Extra Work" is subject to prior written authorization of **OWNER** and necessary appropriations made by the Urban County Council.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

3.1. Provide criteria and information as to **OWNER'S** requirements for the **PROJECT**, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.

3.2. Assist **CONSULTANT** by placing at his disposal available information pertinent to the Project.

3.3. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **CONSULTANT**, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **CONSULTANT**.

3.4. Designate in writing a person to act as **OWNER'S** representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret, and define **OWNER'S** policies and decisions with respect to materials, equipment, elements, and systems pertinent to **CONSULTANT'S** services.

3.5. Give written notice to **CONSULTANT** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect in the work of Contractor(s).

3.6. Furnish or direct **CONSULTANT** to provide, necessary Extra Work as stipulated in Section Two (2) of this Agreement or other services as required.

SECTION 4 - PERIOD OF SERVICES

4.1. Time is of the essence in the performance of this Agreement. See attached Exhibit D "Further Description of Basic Engineering Services and Related Matters" for the project schedule.

4.2. The provisions of this Section Four (4) and the various rates of compensation for **CONSULTANT'S** services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the **PROJECT** through completion.

4.3. If a delay results from the acts of **OWNER** or another entity that is required to permit or approve the work or services, an extension of time for such delay will be considered by **OWNER**.

4.3.1. If the above type of delay occurs and **CONSULTANT** wants an extension of time, it must, within ten (10) days from the date of the delay, apply in writing to **OWNER** for an extension of time for a reasonable period, which must be agreed upon by **OWNER**.

4.3.2. If the extension of time is approved by **OWNER**, the **PROJECT** schedule/Final Task Order shall be revised to reflect the extension. Such extension of time to the completion date shall in no way be construed to operate as a waiver on the part of **OWNER** of any of its other rights in the Agreement.

4.3.3. If the above type of delay would prevent complete performance of the **PROJECT**/Final Task Order within ninety (90) days of the time specified therein, **OWNER** shall have the option of cancelling the **PROJECT**/Final Task Order or otherwise adjusting the scope of the services or work and any related fees.

4.3.4. **If the parties cannot mutually agree to an extension of time or an adjustment, Section 6.5 under "DISPUTES" of this Agreement shall apply.**

4.4. If delays result solely by reason of acts of the **CONSULTANT**, the **CONSULTANT** must immediately notify the **OWNER** in the event of such delay, and provide the **OWNER** a written action plan within five (5) business days on how it will reasonably attempt to resolve the delay. If the parties cannot mutually agree to an extension of time or an adjustment, Section 6.5 under "DISPUTES" of this Agreement shall apply. If the above type of delay would prevent complete performance of the **PROJECT**/Final Task Order within ninety (90) days of the time specified therein, **OWNER** shall have the option of cancelling the **PROJECT**/Final Task Order or otherwise adjusting the scope of the services or work and any related fees.

SECTION 5 - PAYMENTS TO CONSULTANT

5.1. Methods of Payment for Services of CONSULTANT.

5.1.1. For Basic Services

OWNER shall issue individual task orders for each work assignment performed under this Agreement by **CONSULTANT** or its sub-consultant/s. Each task order shall contain scope of work, fee, and schedule for performance of the work. Individual task orders shall be of the form included in **EXHIBIT D**.

5.1.1.a Fee payable to **CONSULTANT** under individual task order shall be developed using hourly rates included in **EXHIBIT D** or as amended in accordance with provisions therein.Terms of payment to **CONSULTANT** shall be specified

in each task order. For assignments with defined scope, lump sum task orders shall be issued. Otherwise, task orders shall include time and materials payment terms.

5.1.1.b Each task order issued shall receive prior written approval of **OWNER** prior to **CONSULTANT** proceeding with said work. The **OWNER's** designated agent in Section 8.1.1. shall be the only person authorized to provide such approval.

5.2. Times of Payment

5.2.1. CONSULTANT shall submit monthly statements for Basic Services and Extra Work rendered. The Statements will be based upon **CONSULTANT'S** estimate of the proportion of the total services actually completed at the time of billing. **OWNER** shall respond to **CONSULTANT'S** monthly statements within thirty (30) days, either denying payment or making payment.

5.3. Other Provisions Concerning Payments

5.3.1. In the event the Agreement is terminated by the **OWNER** without fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid for the work performed or services rendered for which it has not already been paid as determined by mutual agreement between the **OWNER** and the **CONSULTANT**.

5.3.2. In the event the services of the **CONSULTANT** are terminated by the **OWNER** for fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid reasonable value of the work performed or services rendered and delivered for which it has not already been paid, and the amount to be paid shall be determined by the **OWNER**.

SECTION 6 - GENERAL CONSIDERATIONS

6.1. Termination

6.1.1. CONSULTANT may only terminate this Agreement due to **OWNER'S** material breach of the terms hereof which breach causes **CONSULTANT** to be unable to perform its duties and responsibilities under this Agreement and upon forty-five (45) days written advance notice to **OWNER**.

6.1.2. The **OWNER** may terminate this Agreement for cause upon seven (7) business days written advance notice to the **CONSULTANT**. The **OWNER** reserves the right to terminate the Agreement for any reason whatsoever, with or without cause, at any time upon thirty (30) days written advance notice to the **CONSULTANT**.

6.2. Ownership and Reuse of Documents

All documents, including raw data, reports, Drawings and Specifications, prepared by the **CONSULTANT** pursuant to this Agreement shall be delivered to and become the property of the **OWNER**. The **OWNER** shall have the right to reuse same without restriction or limitation, but without liability or legal exposure to **CONSULTANT**.

6.3. Legal Responsibilities and Legal Relations

6.3.1. The **CONSULTANT** shall familiarize himself with and shall at all times comply with all federal, state, and local laws, ordinances, and regulations that in any manner affect the services of this Agreement.

6.3.2. In performing the services hereunder, the **CONSULTANT** and its consultants, employees, agents and representatives shall not be deemed or construed to be employees of **OWNER** in any manner whatsoever. Except as otherwise provided in this Agreement, the **CONSULTANT** shall be acting as an independent contractor. The **CONSULTANT** shall not hold itself out as, nor claim to be, an officer or employee of **OWNER** by reason hereof and shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of **OWNER**. The **CONSULTANT** shall be solely responsible for any claims for wages or compensation by **CONSULTANT'S** employees, agents and representatives, including consultants, and shall save and hold **OWNER** harmless therefrom.

6.3.3. The parties hereto agree that causes of actions between the parties shall be governed by applicable provisions of the Kentucky Revised Statues, and that venue of any legal action shall be a court of appropriate jurisdiction in Fayette County, Kentucky. The parties further agree that Kentucky law shall apply with respect to the interpretation of any provision of this Agreement.

6.4. Successors and Assigns

6.4.1. **CONSULTANT** binds itself and his partners, successors, executors, administrators, assigns and legal representatives to this Agreement in respect to all covenants, agreements, and obligations of this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement nor transfer any interest in the same, whether by assignment or novation, without prior written consent of **OWNER**.

6.4.2. The **CONSULTANT** shall not subcontract more than fifty percent (50%) of the work, based upon dollar value of the work. The **CONSULTANT** shall obtain written approval prior to subletting or assigning any services contained in this Agreement, and consent to sublet or assign any part of this Agreement shall not be construed to relieve the **CONSULTANT** of any responsibility for compliance with the provisions of this Agreement.

6.4.3. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than **OWNER** and **CONSULTANT**.

6.5. Disputes

Except as otherwise provided in this Agreement, any dispute hereunder may be resolved by agreement of the **OWNER'S** Agent (Section 8.1.1) and the **CONSULTANT.** In the absence of such an agreement, the dispute shall be submitted to the **OWNER'S** Commissioner, Department of Environmental Quality & Public Works, whose decision shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith.

Pending a final decision of a dispute hereunder, the **CONSULTANT** shall proceed diligently with the performance of the Agreement in accordance with the directions of the **OWNER**.

6.6. Accuracy of CONSULTANT'S Work

The **CONSULTANT** shall be required to perform this Agreement in accordance with the degree of ordinary and reasonable skill and care usually exercised by professional engineers prevailing at the time, place and under similar conditions as the services hereunder are rendered.

The **CONSULTANT** shall be responsible for the accuracy of all work, even though raw data, reports, Drawings and Specifications have been accepted by the **OWNER**, and it shall make any necessary revisions or corrections resulting from its errors and/or omissions for no additional compensation. By submission of reports, soils and subsurface information, quantities estimates, calculations and Drawings and Specifications to the **OWNER**, the **CONSULTANT** has made an incontrovertible representation that the information is accurate within the appropriate standard of skill and care. Failure on the part of **CONSULTANT** to provide the expected level of accuracy may be grounds for the **OWNER** to terminate this Agreement.

6.7. Security Clause

The **CONSULTANT** certifies that he shall not at any time release or divulge any information concerning the services covered by this Agreement to any person or any public or private organization except the **OWNER** without prior approval of the **OWNER** unless required by law

6.8. Access to Records

The **CONSULTANT** and his sub-consultants shall maintain all books, documents, papers, and accounting records, and make such materials available at their respective offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement for inspection by the **OWNER**, and copies thereof shall be furnished if requested. Failure to maintain such records for three (3) years after the date of final payment may be grounds for the **OWNER** to disqualify the **CONSULTANT** from consideration for future consultant engineering Agreements.

6.9. Risk Management Provisions, Insurance and Indemnification

6.9.1. DEFINITIONS

The **CONSULTANT** understands and agrees that the Risk Management Provisions of this Agreement define the responsibilities of the **CONSULTANT** to the **OWNER**.

As used in these Risk Management Provisions, the terms "**CONSULTANT**" and "**OWNER**" shall be defined as follows:

a. **CONSULTANT** means the consultant and its employees, agents, servants, owners, principals, licensees, assigns and subcontractors of any tier.

b. **OWNER** means the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, boards, assigns, volunteers, and successors in interest.

6.9.2. INDEMNIFICATION AND HOLD HARMLESS PROVISION

a. It is understood and agreed by the parties that **CONSULTANT** 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 **CONSULTANT** or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "**CONSULTANT**") 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.

b. **CONSULTANT** 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 "**OWNER**") 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 **CONSULTANT**'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 **CONSULTANT**; and (b) not caused solely by the active negligence or willful misconduct of **OWNER**.

c. Notwithstanding, the foregoing, with respect to any professional services performed by **CONSULTANT** hereunder (and to the fullest extent permitted by law), **CONSULTANT** shall indemnify, save, hold harmless and defend **OWNER** from and against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of **CONSULTANT** in the performance of this agreement.

d. In the event **OWNER** is alleged to be liable based upon the above, **CONSULTANT** 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 **OWNER**, which approval shall not be unreasonably withheld.

e. These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.

f. **OWNER** is a political subdivision of the Commonwealth of Kentucky. **CONSULTANT** acknowledges and agrees that **OWNER** is unable to provide indemnity or otherwise save, hold harmless, or defend the **CONSULTANT** in any manner.

6.9.3. FINANCIAL RESPONSIBILITY

The **CONSULTANT** understands and agrees that the **CONSULTANT** shall, prior to final acceptance of the **CONSULTANT'S** proposal and the commencement of any work; demonstrate

the ability to assure compliance with the Indemnity Agreement and other provisions of this Agreement.

6.9.4. INSURANCE REQUIREMENTS

6.9.4.1. Required Insurance Coverage

CONSULTANT shall procure and maintain for the duration of this Agreement 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 **OWNER** in order to protect **OWNER** 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 **CONSULTANT**. The cost of such insurance shall be included in any proposal:

Coverage	Limits
General Liability (Insurance Services Office Form CG 00 01)	$1 million per occurrence, $2 million aggregate or $2 million combined single limit
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single, $1 million per occurrence
Professional Liability	$1 million per occurrence, $2 million aggregate
Worker's Compensation	Statutory
Employer's Liability	$500,000.00

The policies above shall contain the following conditions:

a. **OWNER** shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy.

b. The General Liability Policy shall be primary to any insurance or self-insurance retained by **OWNER**.

c. The General Liability Policy shall include Business Interruption coverage.

d. The Contractor shall carry Builders Risk coverage at a level sufficient to cover the replacement cost of any equipment or machinery used at the work site, if applicable.

e. The General Liability Policy shall include a Pollution Liability endorsement and/or Environmental Casualty coverage unless it is deemed not to apply by **OWNER**.

f. The General Liability Policy shall have a Professional Liability endorsement (including Errors and

Omissions), which shall include Business interruption coverage and this policy or endorsement shall include Environmental Casualty coverage for any services performed pursuant to the contract, and/or a separate Professional Liability Policy shall be obtained unless it is deemed not to apply by **OWNER**. (**OWNER** does not need to be named as additional insured).

g. **OWNER** 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.

h. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the project, to the extent commercially available. If not commercially available, **CONSULTANT** shall notify **OWNER** and obtain similar insurance that is commercially available and acceptable to **OWNER**.

i. Said coverage shall be written by insurers acceptable to **OWNER** and shall be in a form acceptable to **OWNER**. 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.

6.9.4.2. Renewals

After insurance has been approved by **OWNER**, evidence of renewal of an expiring policy must be submitted to **OWNER**, 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.

6.9.4.3. Right to Review, Audit and Inspect

CONSULTANT understands and agrees that **OWNER** may review, audit and inspect any and all of **CONSULTANT'S** records and operations to insure compliance with these Insurance Requirements.

6.9.5. SAFETY AND LOSS CONTROL

CONSULTANT 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 **OWNER**.

6.9.6. DEFINITION OF DEFAULT

CONSULTANT understands and agrees that the failure to comply with any of these provisions shall constitute default under this Agreement. **CONSULTANT** also agrees that **OWNER** may elect as 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 **CONSULTANT** for any such insurance premiums purchased, or suspending or terminating this Agreement.

SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, the **CONSULTANT** agrees as follows:

7.1. The **CONSULTANT** will not discriminate against any employee or application for employment because of race, color, religion, national origin, sex, age, or handicap. The **CONSULTANT** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, sex, age, or handicap. Such action shall include, but not be limited to the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The **CONSULTANT** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

7.2.1. The **CONSULTANT** will, in all solicitations or advertisements for employees placed by or on behalf of the **CONSULTANT**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, age (between forty and seventy), or handicap.

SECTION 8 - SPECIAL PROVISIONS, EXHIBITS, AND SCHEDULES

8.1. This Agreement is subject to the following provisions.

8.1.1. Pursuant to subparagraph 3.4 of this Agreement, **OWNER** has assigned Charles H. Martin, P.E., Director of the Division of Water Quality (the "**OWNER'S** Agent"), as the authorized agent of **OWNER**, to monitor, direct and review the performance of work of the **CONSULTANT**. Documents, data, reports, and all matters associated with carrying out this Agreement shall be addressed to the **OWNER'S** Agent or his designee. Questions by the **CONSULTANT** regarding interpretations of the terms, provisions and requirements under this Agreement shall be addressed to the **OWNER'S** Agent or his designee. The **CONSULTANT** shall look only to the **OWNER'S** Agent or his designee for direction in its performance under this Agreement; no other direction shall be binding upon **OWNER**. **OWNER** shall respond to written requests by **CONSULTANT** within thirty (30) days.

8.2. This Agreement, together with the Incorporated Documents (Section 1.2) constitutes the entire Agreement between **OWNER** and **CONSULTANT** and supersedes all prior written or oral understandings. This Agreement and **EXHIBITS A, B, C and D** and any related schedules or documents may only be amended, supplemented, modified or canceled by a duly executed written instrument.

8.3. **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 **OWNER** or **CONSULTANT.**

8.4 UNENFORCEABLE TERMS/SURVIVABILITY. If any term or provision of this Agreement shall be found to be illegal or unenforceable, this Agreement shall remain in full force and such term or provision shall be deemed stricken. The provisions of Section 6 of this Agreement shall survive its termination.

8.5. NON-WAIVER. The failure of either party to enforce any right reserved to it in this Agreement shall not be a waiver of any such right to which the party is entitled.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

OWNER:

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: Linda Gorton
LINDA GORTON, MAYOR

CONSULTANT:

ALL4, LLC

BY: Kevin M. Chaplin
Kevin M. Chaplin, Sr. Managing Consultant

ATTEST:
Marlene Stock
URBAN COUNTY COUNCIL CLERK

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing Agreement was subscribed, sworn to and acknowledged before me by Kevin M. Chaplin **, as the duly authorized representative for and on behalf of** ALL4, LLC **, on this the** 7th **day of** August **,** ~~2023~~ 2024

My commission expires: February 11, 2025 .

Amanda Murphy-Sanders KYNP# 20499
NOTARY PUBLIC Amanda Murphy-Sanders

AMANDA MURPHY-SANDERS NOTARY PUBLIC STATE AT LARGE, KY.

EXHIBIT A

REQUEST FOR PROPOSALS/

SCOPE OF ENGINEERING SERVICES

AND RELATED MATTERS

RFP #31-2024

Lexington-Fayette
Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #31-2024 OSHA Compliance Program Manager** 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 **April 26, 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 one hundred twenty (120) calendar days.

The Lexington-Fayette Urban County Government reserves the right to reject any or all proposals, and to waive technicalities and informalities when such waiver is determined by the Lexington-Fayette Urban County Government to be in its best interest.

Signature of this proposal by the Proposer constitutes acceptance by the Proposer of terms, conditions and requirements set forth herein.

Minor exceptions may not eliminate the proposal. Any exceptions to the specifications established herein shall be listed in detail on a separate sheet and attached hereto. The Lexington-Fayette Urban County Government shall determine whether any exception is minor.

The Lexington-Fayette Urban County Government encourages the participation of minority- and women-owned businesses in Lexington-Fayette Urban County Government contracts. This proposal is subject to Affirmative Action requirements attached hereto.

Please do not contact any LFUCG staff member or any other person involved in the selection process other than the designated contact person(s) regarding the project contemplated under this RFP while this RFP is open and a selection has not been finalized. Any attempt to do so may result in disqualification of the firm's submittal for consideration.

Laws and Regulations

All applicable state laws, municipal ordinances and regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.

Equal Employment Opportunity

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

Kentucky Equal Employment Opportunity Act

The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any "county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

"During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin;

(2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin;

(3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provision of the nondiscrimination clauses required by this section; and

(4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses."

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

(1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetables.

(2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

KRS 45.620. Action against contractor -- Hiring of minority contractor or subcontractor

(1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.

(2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.

(3) The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.

KRS 45.630 Termination of existing employee not required, when

Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that employee was employed prior to the date of the contract.

KRS 45.640 Minimum skills

Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job."

It is recommended that all of the provisions above quoted be included as special conditions in each contract. In the case of a contract exceeding $250,000, the contractor is required to furnish evidence that his workforce in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

LFUCG Non-Appropriation Clause

Contractor acknowledges that the LFUCG is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of the LFUCG's obligations under this contract, then this contract shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the LFUCG shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

In the event of a change in the LFUCG's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the LFUCG's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to the LFUCG upon written notice to Contractor of such limitation or change in the LFUCG's legal authority.

Contention Process

Vendors who respond to this invitation have the right to file a notice of contention associated with the RFP process or to file a notice of appeal of the recommendation made by the Director of Central Purchasing resulting from this invitation.

Notice of contention with the RFP process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his/her contention with the RFP process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Central Purchasing shall promptly respond in writing findings as to the compliance with RFP processes. If, based on this review, a RFP process irregularity is deemed to have occurred the Director of Central Purchasing will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a RFP recommendation must be filed within 3 business days of the RFP recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Central Purchasing shall in writing, affirm or withdraw the recommendation.

AMERICAN RESCUE PLAN ACT

CERTIFICATION OF COMPLIANCE FOR AMERICAN RESCUE PLAN ACT EXPENDITURES

The Lexington-Fayette Urban County Government ("LFUCG") may classify the subject matter of this bid as an expenditure under the American Rescue Plan Act of 2021. Expenditures under the American Rescue Plan Act of 2021 require evidence of 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 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 classifies the subject matter of this bid as an expenditure under the Amercian Rescue Plan Act. 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. Either party may terminate this Agreement for good cause shown with forty-five (45) 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 45 days, then the Agreement shall terminate on the forty-fifth day.

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. 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.

6. 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.

7 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.

5.
6.

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 American Rescue Plan Act 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 American Rescue Plan Act 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.

Signature

7/30/2024
Date

SELECTION CRITERIA:

A. Hourly Rate 10 Points
B. Specialized experience and technical competence of the person or firm 25 Points
C. Capacity of the person or firm organization to perform the work. 15 Points
D. Character, integrity, reputation, judgment, experience and efficiency of the person or firm 15 Points
E. Past record and performance on contracts or services with the Urban County Government or other governmental agencies and private industry with respect to such factors as quality of work and ability to report in a timely manner; 15 Points
F. Degree of local employment to be provided by the person or firm in the performance of the contract by the person or firm; 20 Points

Proposals shall contain the appropriate information necessary to evaluate based on these criteria. A committee composed of government employees as well as representatives of relevant user groups will evaluate the proposals.

Questions 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. All submissions should be directed to:

Director, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor
Lexington, Kentucky 40507

All questions regarding this proposal must be directed to the Division of Central Purchasing, (859)-258-3320.

AFFIDAVIT

Comes the Affiant, Addison Foley, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Laurie Beardsley for Kevin Chaplin and he/she is the individual submitting the proposal or is the authorized representative of ALL4, 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 Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.

6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

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.

LTB for Kevin Chaplin

STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by LTB for Kevin Chaplin on this the 24th day of April, 2024

My Commission expires: 02-20-2027

NOTARY PUBLIC, STATE AT LARGE

Addison McClain Foley
Notary ID: KYNP67328
Kentucky-Fayette County
Exp: February 20, 2027

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*
	ALCA, LLC

WORKFORCE ANALYSIS FORM

Name of Organization: ALL4, 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	16	~~2~~ 3	11				2									~~2~~ 3	13
Professionals	188	88	87	5	4		2			13	5			1	3	107	81
Superintendents																	
Supervisors	18	9	9													9	9
Foremen																	
Technicians	12	6	1			2		1				1		1		11	1
Protective Service																	
Para-Professionals																	
Office/Clerical																	
Skilled Craft																	
Service/Maintenance																	
Total:																	

Prepared by: [signature] **Date:** 7 / 30 / 2024

(Name and Title) Sr. Managing Consultant *Revised 2015-Dec-15*

DIRECTOR, DIVISION OF CENTRAL PURCHASING
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 Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor, Room 338
Lexington, Kentucky 40507
smiller@lexingtonky.gov

Firm Submitting Proposal: ALL4, LLC

Complete Address: 1405 Mercer Road, Lexington, KY 40222
Street City Zip

Contact Name: Kevin M. Chaplin Title: Senior Managing Consultant

Telephone Number:(502) 254-0670 Fax Number:
Email address: kchaplin@all4inc.com

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 Central Purchasing (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 Central Purchasing Economic Inclusion Outreach event

d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned businesses of subcontracting opportunities

e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses.

f. Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE

firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

a. 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.

b. Followed up initial solicitations by contacting MWDBEs and Veteran-Owned Businesses to determine their level of interest.

j. Provided the interested MWBDE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

k. Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

l. Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

m. Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

n. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.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

o. Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

p. 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 Central Purchasing
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 Central Purchasing):

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 MBE, WBE and DBE 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 Diversity Council	Susan Marston	smarston@tsmsdc.com	502-365-9762
Small Business Development Council	Shawn Rogers UK SBDC	shawn.rogers@uky.edu	859-257-7666
Community Ventures Corporation	Phyllis Alcorn	palcorn@cvky.org	859-231-0054
KY Transportation Cabinet (KYTC)	Melvin Bynes	Melvin.bynes2@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)	Sheila Mixon	smixon@orvwbc.org	513-487-6537
Kentucky MWBE Certification Program	Yvette Smith, Kentucky Finance Cabinet	Yvette.Smith@ky.gov	502-564-8099
National Women Business Owner's Council (NWBOC)	Janet Harris-Lange	janet@nwboc.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozdeky@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhammad	production@keynewsjournal.com	859-685-8488

LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference #31-2024

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 Central Purchasing 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. Third Rock Consulting	WBE	Potential Environmental Field Services Support	TBD	TBD
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.

ALL4, LLC
Company

Kevin M. Chaplin
Company Representative

4/24/2024
Date

Senior Managing Consultant
Title

LFUCG MWDBE SUBSTITUTION FORM
Bid/RFP/Quote Reference #31-2024

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 Central Purchasing 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.

ALL4, LLC
Company

Kevin M. Chaplin
Company Representative

4/24/2024
Date

Senior Managing Consultant
Title

MWDBE QUOTE SUMMARY FORM
Bid/RFP/Quote Reference #31-2024

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 (*To Be Determined)				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.

ALL4, LLC
Company

Kevin M. Chaplin
Company Representative

4/24/2024
Date

Senior Managing Consultant
Title

*** NOTE: Scope/Bid for any MWDBE participation to be determined based on the actual scope of work to be delineated by specific request of LFUCG-DOWQ. Overall, the OSHA Program Support RFP is a general scope and does not allow for a specific subcontract scope of work to be delineated and requested by the limited MWDBE participants that provide related services regarding OSHA Program Compliance.**

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 Central Purchasing/ 200 East Main Street / Room 338 / Lexington, KY 40507.

Bid/RFP/Quote #31-2024

Total Contract Amount Awarded to Prime Contractor for this Project RFP #31-2024

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 #31-2024

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 Central Purchasing 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

X 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.

_X__ 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.

ALL4, LLC	Kevin M. Chaplin
	Company Representative
4/24/2024	Senior Managing Consultant
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, safely or welfare of the LFUCG or its citizens.

B. At Will Termination

Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent, Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. Assignment of Contract: The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.

14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.

15. Authority to do Business: The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent.

16. Governing Law: This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

17. Ability to Meet Obligations: Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.

18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.

19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.

Signature ALLA, LLC

7/30/2024
Date

Scope of Services RFP #31-2024

Request for Proposals (RFP) and Hourly Rates for Professional Services- OSHA Compliance Program Management

Overview

This RFP is soliciting proposals for professional services to assist LFUCG with maintaining compliance with all state and federal Occupational Safety and Health requirements/ regulations for the Division of Water Quality.

The above work is to be conducted under separate Task Orders issued by LFUCG.

Background

The Lexington Fayette Urban County Government (LFUCG) Division of Water Quality operates two wastewater treatment plants, approximately 80 sanitary sewer pump stations, and over 1,400 miles of sanitary sewer pipeline, and administrative facilities. These facilities/operational units must operate in compliance with all state and federal workplace safety rules and regulations.

Contract Term

The Consultant will be awarded a 365-day contract for work associated with the OSHA Compliance Program Management. Annual renewal, up to four (4) additional 365-day periods, may be granted upon mutual agreement by all parties.

Goals and Objectives

The primary goal and objective of this project is to provide LFUCG with all professional services to review current policies, procedures, and record keeping to comply with all state and federal workplace safety requirements and regulations. Project services will include the following major tasks which are more thoroughly discussed below in Scope of Services:

- Review and update as necessary, all written safety program documents
- Develop and implement safety program compliance in the following general areas:
  - Staff training and support
  - Annual OSHA compliance audits of WWTP operations and programs
  - Annual OSHA compliance audits of operational groups (pump stations and sewer line maintenance
- Site reviews and safety analysis of WWTP projects
- Annual evaluation of critical OSHA programs
- Assist plant management with OSHA documentation compliance at both treatment plants.
- Electrical safety will be performed under a separate RFP. This contract will coordinate efforts with the electrical safety consultant.

General Submittal Requirements

Individual Statement of Qualifications (SOQ's) should be spiral or comb bound to allow ease for archiving (no 3-ring binders). Interested firms must submit one (1) master hardcopy, (1) electronic version in PDF format on a flash drive or CD and seven (7) duplicates (hardcopies) as a full response to this solicitation. SOQ's shall be no

more than twenty five (25) pages, excluding tabs/dividers, and shall be structured as follows:

1. Letter of Transmittal (one page maximum)

2. Firm Qualifications (five pages maximum)
   - Provide an executive summary explaining why the firm should be selected to provide services for this project, along with general information about the firm (and sub-consultants) related to their history and general qualifications. The executive summary should describe any unique qualifications provided by the firm that demonstrate proficiency in completing the tasks associated with enrolling sites in the Kentucky Brownfield Program, developing appropriate property management plan(s), and site mitigation plans. Emphasis on the Project Manager's experience in these areas is of utmost importance and will be viewed favorably over experience of the firm.

3. Project Team (ten pages maximum)
   - Provide an organizational chart identifying the project manager(s), project engineers, surveyors, geotechnical sub-consultant (as necessary), Disadvantaged Business Enterprise (DBE) Firm / Minority Business Enterprise Firm (MBE), and others as required. The identified team members must have measurable experience and contributions associated with the Firm Reference Projects identified in Item 5 below. The organizational chart should clearly indicate the services to be provided by all sub-consultant firms. Include locations and one-page resumes of key project team individuals that will be providing substantial contributions to work products. This section shall also include a Risk Management Plan for substitute staffing in the event that key staff leaves the project team prior to completion of any Task Order.

4. List of Clients for Which Similar Work has Been Performed (one page maximum)
   - Provide client name, contact person, contact phone number and email address, and identify by name similar projects completed for each client.

5. Firm Reference Projects (four pages maximum)
   - Provide the project name, date, services provided, and a project description detailing the scope of the project and project construction cost. List only those projects where a key member of the project team provided a substantive contribution to the project completion.

6. Local Office (one page maximum)
   - Statement of presence of local office(s) for all firms comprising a Project Team, when the local office was established, local office staffing (number in each local office), and local office utilization (estimated percent of potential project services to be performed by the local offices). "Local office" shall be defined as being located in a county served by the Bluegrass Area Development District (see BGADD.org for a complete list). The attached form (Exhibit 1, below) shall be used for this information.

7. Disadvantaged Business Enterprise (DBE) Involvement (one page maximum)
   - Provide a statement regarding the commitment to meeting the goals of LFUCG's DBE program (see below).

8. Statement of Hourly Rates (two pages maximum)
    - Provide a statement of hourly rates for all personnel expected to work on the project(s), including project managers, project engineers, engineering/CAD technicians, clerical and two-man survey party crews. Hourly rates should be clearly assigned to all position titles that are identified on the Project Team section. In spreadsheet form, provide an estimate for the overall project completion cost using the quoted hourly rates and the estimated hours needed for each member of the project team. The spreadsheet should include a unit lump sum price for stakeholder/ property owner meetings above the minimum specified in the Scope of Services and provide a statement of expected reimbursable expenses.

9. Anticipated Scope of Work (ten pages maximum)
   Provide a general discussion of how the firm will complete the scope of services. While LFUCG understand that some of the early phases of the project will inform later tasks, the scope of work discussion should pay particular attention to recommendations for sampling and assessment services. Consultants should base their initial scope of work on their past experience with similar sites and review of information provided by LFUCG for future property use. This discussion should include an estimated number of building material samples to be collected to plan for demolition (and what those samples will be analyzed for). The discussion should also include a summary of the soil and/or groundwater assessment anticipated to be conducted including the number of soil borings to be advanced, soil and/or groundwater samples recommended to be collected, parameters that will be analyzed and field methods. Again, LFUCG understands that there may be adjustments to the actual investigations after completion of initial due diligence; however, consultants should provide a summary of the level of investigation necessary to accomplish site redevelopment as described by LFUCG.

The Consultant's estimated fee for the project shall conform to the current edition of the USDA Rural Development Utility Program Fee Guide and should be clearly presented in spreadsheet form as requested in the General Requirements – Statement of Hourly Rates section. The requested hourly rates and unit lump sums cost presented in that section of the SOQ section will be used in the event that there is a scope of services modification requested and mutually approved by both LFUCG and the Consultant.

Exhibit 1

Prime Consultant	Location (City, State)	Date Office Established	Total Number of Employees	No. of Employees expected to work on DWQ projects
Headquarters	Kimberton, PA	2002	64	0
Local Office	Lexington, KY	Acquired by ALL4 in 2020	9	3
PM Location	Louisville, KY	Acquired by ALL4 in 2020	9	2
Subconsultants Name:	TBD/Not Applicable			
Service Provided				
Headquarters				
Local Office				
Name:				
Service Provided				
Headquarters				
Local Office				
Name:				
Service Provided				
Headquarters				
Local Office				

Notes:

1. "Headquarters" refers to the corporate office that provides project support to the local office, if applicable. If support comes from multiple locations, use the blank spaces in the form to provide relevant information.

2. Listing of sub-consultants is optional and should only be provided if the prime consultant considers the sub-consultant(s) services to be essential to meeting the required qualifications. In this event, documentation from the subconsultant(s) shall be submitted in the SOQ that provides a commitment to be a part of the prime consultant's team in providing the stated services. In such cases, for the purpose of evaluating the proposals, committed sub-consultants will be considered to be part of the prime consultant's workforce. Prime consultants face potential disqualification from future work if DWQ finds that the identified sub-consultants are not being utilized to deliver assigned work products.

Scope of Services

This Scope of Engineering Services provides a minimum set of project management guidelines, tasks, and activities requiring completion. Specific Project Required Deliverables (stand-alone reports) are highlighted below. The intent is not to highlight all potential plans or documents, but to outline where there are major deliverables within the scope of work that are required to be submitted as stand-alone documents. All work shall be performed under Task Orders as shown in Attachment 2.

Work will not commence until LFUCG issues a Notice to Proceed or Purchase Order.

1. Review all current Division of Water Quality written safety program policies and programs for compliance with current state and federal safety standards, rules, and regulations. Prepare suggestions/recommendations for revision/improvement. Revise policies/programs after DWQ approval. Programs to evaluate include, but are not limited to, Bloodborne Pathogens, Confined Space, Fall Protection, Hazard Communication, Hot Work, Respiratory Protection, and Trenching Safety.
2. Develop and assist DWQ with implementation of the following safety program elements.
    a. Staff training and support. Provide written policies/program for staff training.
    b. Annual OSHA compliance audits of WWTP operations and programs. Provide a written report of findings and recommendations for noted hazard mitigation.
    c. Annual OSHA compliance audits of operational groups (Pump Stations and Sewer Line Maintenance). Provide a written report of findings and recommendations for noted hazard mitigation.
    d. Assist DWQ identifying potential Leading and Lagging indicators, as described in 10 Key Leading and Lagging Indicators of Safety Performance (hseblog.com) within the DWQ safety program.
3. Site reviews and safety analysis of WWTP operations. Provide a written report of findings and recommendations for hazard mitigation.
4. Annual evaluation of critical OSHA programs. Provide written report of findings and recommendations for updating programs. Upon approval/acceptance of recommendations by LFUCG, prepare updated documents.
5. Assist DWQ with development of an OSHA compliance document management (online or cloud based).

Deliverables

1. Safety program/policy review and update
    a. Bound hardcopy conforming to 8 ½" x 11"
    b. Electronic copy (pdf format)

2. Staff training and support
    a. Bound hardcopy conforming to 8 ½" x 11"
    b. Electronic copy (pdf format)
3. WWTP project analysis
    a. Bound hardcopy conforming to 8 ½" x 11"
    b. Electronic copy (pdf format)
4. Evaluation of critical OSHA program evaluation
    a. Bound hardcopey conforming to 8 ½" x 11"
    b. Electronic copy (pdf format)
5. Document management procedure developed and implemented.

Days are calendar days from the Notice to Proceed or issuance of a purchase order by LFUCG. Phase 2 shall not be authorized until all items in Phase I are complete and the Certificate of Eligibility is obtained. Phase 2 time will commence upon receipt of a Notice to Proceed or issuance of a purchase order by LFUCG.

Method of Invoice and Payment

The Consultant shall submit monthly invoices for basic services or work rendered, based upon the Consultant's estimate of the portion of the total services actually completed during the billing cycle. Each invoice shall show the amount to be paid, the subtotal of all prior invoices, and the LFUCG Purchase Order Number against which the invoice is to be charged. Each invoice shall also include documentation showing the amount attributed to each Task for both the billing cycle and the cumulative project period and shall include, as a separate document, a monthly progress report summarizing completed work. Each invoice shall note the portion of the amount invoiced that is for work performed by a DBE prime contractor or subcontractor. The actual work performed by the DBE shall be included on the monthly progress report.

The Division of Water Quality - Project Manager will either approve or deny each invoice within fourteen (14) calendar days of receipt.

STOP WORK NOTICE:

The Consultant shall at all times monitor time allotted and amounts invoiced for tasks and activities as compared to their original estimates and expectations. The Consultant shall notify the Division of Water Quality immediately upon discovery of facts that may necessitate a change in the contract amount or may extend the contract time. If the change is expected to exceed ten percent (10%) of the original contract amount, the Consultant shall immediately stop all work related to this Scope of Services. Work shall not recommence without written notification from the Division of Water Quality. The Consultant shall submit all requests for changes to the Division of Water Quality in writing and shall be present when the issue is discussed before the Urban County Council. Failure by the LFUCG to endorse the requested change does not relieve the Consultant of the contractual requirements and activities defined by this entire Scope of Services.

LFUCG reserves the right to terminate the contract when a mutually satisfactory agreement can not be reached in a timely manner. All engineering project data must be submitted to LFUCG upon request. If it is determined that the Consultant failed to notify LFUCG on a timely basis regarding insufficient fee or inadequate schedule, LFUCG reserves the right to terminate the contract at any time thereafter.

Disadvantaged Business Enterprise (DBE) Notice

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITIES AND DBE CONTRACT PARTICIPATION

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total

value of work conducted in this program be subcontracted to DBEs. The goals for the utilization of certified DBEs as subcontractors are recommended goals. Consultants who fail to meet such goals will be expected to provide written explanation to the EEO Officer and the Director of the Division of Purchasing of efforts they have made to accomplish the recommended goals, and the extent to which they are successful in accomplishing the recommended goals will be a consideration in the procurement process. For assistance in locating DBE subcontractors contact the following Urban County Government agency:

Sherita Miller, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
(859) 258-3320

Note: Consultants may, but are not required to, identify specific DBE subconsultants in their prequalifications submittal. However, they must state their commitment to meeting the goals of LFUCG's DBE initiatives.

ATTACHMENT 1

ENGINEERING SERVICES AGREEMENT

ENGINEERING SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of _____, 2024, between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and _____(name & address) _____(**CONSULTANT**). **OWNER** intends to proceed with the _____as described in the attached Exhibit A, "**RFP #31-2024 NAME OF RFP.**" The services are to include customary civil, sanitary, geotechnical, mechanical, structural, and electrical engineering services as related to completion and submission of reports and deliverables as described in Exhibit A, detailing the findings of all field inspections, inventory and required analysis completed by the CONSULTANT. The services are hereinafter referred to as the **PROJECT**.

OWNER and **CONSULTANT** in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by **CONSULTANT** and the payment for those services by **OWNER** as set forth below.

CONSULTANT shall provide professional consulting services for **OWNER** in all phases of the **PROJECT** to which this Agreement applies, serve as **OWNER'S** professional engineering representative for the **PROJECT** as set forth below and shall give professional consultation and advice to **OWNER** during the performance of services hereunder.

SECTION 1 - BASIC SERVICES OF CONSULTANT

1.1. General

CONSULTANT shall perform professional services as hereinafter stated that include customary civil, geotechnical, structural, mechanical, electrical and sanitary engineering services incidental thereto.

1.2. Project Phase

After written authorization to proceed, **CONSULTANT** shall:

1.2.1. Notify the **OWNER** in writing of its authorized representative who shall act as Project Engineer and liaison representative between the **CONSULTANT** and the **OWNER**.

1.2.2. The **CONSULTANT** **must perform all duties necessary to fully complete the deliverables described in attached Exhibit A "NAME OF RFP; RFP #XX-2023" (including Appendices____ and Addendums_____), and attached Exhibit C the "Proposal of Engineering Services and Related Matters" (the CONSULTANT's response to RFP #_____), and amendments to the CONSULTANT'S proposal included in attached Exhibit D "Further Description of Basic Engineering Services and Related Matters."**

To the extent of any conflict among the provisions of these documents and/or this Agreement, the provisions of this Agreement shall control, followed by the provisions of **EXHIBIT A**, then **EXHIBIT D, and then EXHIBIT C**.

1.2.3 The **CONSULTANT** shall provide written documentation of all meetings and be responsible for incorporating all comments and changes resulting therefrom in final work product.

1.2.4. The **CONSULTANT** shall post all initial draft work products on the project document management portal. If the project document management portal is not functional on the draft posting date, the CONSULTANT shall submit five (5) copies (hardcover) of all initial draft

final work products for this **PROJECT**. The copies of the initial draft final reports are submitted for review and comment by the **OWNER**, and should be presented in person to the **OWNER**.

1.2.5. After the **OWNER'S** detailed review, the **CONSULTANT** will revise the initial draft final for all work products for this **PROJECT**, and the **CONSULTANT** shall post all draft final work products on the project document management portal. If the project document management portal is not functional on the draft posting date, the CONSULTANT shall five (5) copies (hardcover). One electronic copy of the all work products for this **PROJECT**, including all appendices, shall be provided and prepared in such a manner that it can readily be converted to a quick-link accessible form for the **OWNER'S** Website. The **OWNER** shall have ten (10) business days within which to accept or deny each such final draft. If is denied, the **OWNER** shall provide a detailed explanation in writing for the basis of such denial. Once the **OWNER** accepts the draft as final, a total of ten (10) final copies (hardcover) are required in addition to an electronic copy.

1.2.6 Immediately notify **OWNER** of any delay in the delivery of a work product or deliverable, regardless of cause. Give written notice to **OWNER** within five (5) business days whenever **CONSULTANT** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect in the work of Contractor(s).

SECTION 2 - EXTRA WORK BY CONSULTANT

2.1. The **OWNER** may desire to have the **CONSULTANT** perform work or render services in connection with this **PROJECT** other than provided by the expressed intent of this Agreement. Such work shall be considered as "Extra Work", subject to a change order, supplemental to this Agreement, setting forth the character and scope thereof and the compensation therefore. Work under such change order shall not proceed until the **OWNER** gives written authorization. Should the **OWNER** find it desirable to have previously satisfactorily completed and accepted plans or parts thereof revised, the **CONSULTANT** shall make such revisions as directed, in writing, by the **OWNER**. This work shall be considered as "Extra Work" and shall be paid as such.

2.2. All "Extra Work" is subject to prior written authorization of **OWNER** and necessary appropriations made by the Urban County Council.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

3.1. Provide criteria and information as to **OWNER'S** requirements for the **PROJECT**, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.

3.2. Assist **CONSULTANT** by placing at his disposal available information pertinent to the Project.

3.3. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **CONSULTANT**, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **CONSULTANT**.

3.4. Designate in writing a person to act as **OWNER'S** representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret, and define **OWNER'S** policies and decisions with respect to materials, equipment, elements, and systems pertinent to **CONSULTANT'S** services.

3.5. Give written notice to **CONSULTANT** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect in the work of Contractor(s).

3.6. Furnish or direct **CONSULTANT** to provide, necessary Extra Work as stipulated in Section Two (2) of this Agreement or other services as required.

SECTION 4 - PERIOD OF SERVICES

4.1. Time is of the essence in the performance of this Agreement. See attached Exhibit D "Further Description of Basic Engineering Services and Related Matters" for the project schedule.

4.2. The provisions of this Section Four (4) and the various rates of compensation for **CONSULTANT'S** services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the **PROJECT** through completion.

4.3. If a delay results from the acts of **OWNER** or another entity that is required to permit or approve the work or services, an extension of time for such delay will be considered by **OWNER**.

4.3.1. If the above type of delay occurs and **CONSULTANT** wants an extension of time, it must, within ten (10) days from the date of the delay, apply in writing to **OWNER** for an extension of time for a reasonable period, which must be agreed upon by **OWNER**.

4.3.2. If the extension of time is approved by **OWNER**, the **PROJECT** schedule/Final Task Order shall be revised to reflect the extension. Such extension of time to the completion date shall in no way be construed to operate as a waiver on the part of **OWNER** of any of its other rights in the Agreement.

4.3.3. If the above type of delay would prevent complete performance of the **PROJECT**/Final Task Order within ninety (90) days of the time specified therein, **OWNER** shall have the option of cancelling the **PROJECT**/Final Task Order or otherwise adjusting the scope of the services or work and any related fees.

4.3.4. **If the parties cannot mutually agree to an extension of time or an adjustment, Section 6.5 under "DISPUTES" of this Agreement shall apply.**

4.4. If delays result solely by reason of acts of the **CONSULTANT**, the **CONSULTANT** must immediately notify the **OWNER** in the event of such delay, and provide the **OWNER** a written action plan within five (5) business days on how it will reasonably attempt to resolve the delay. If the parties cannot mutually agree to an extension of time or an adjustment, Section 6.5 under "DISPUTES" of this Agreement shall apply. If the above type of delay would prevent complete performance of the **PROJECT**/Final Task Order within ninety (90) days of the time specified therein, **OWNER** shall have the option of cancelling the **PROJECT**/Final Task Order or otherwise adjusting the scope of the services or work and any related fees.

SECTION 5 - PAYMENTS TO CONSULTANT

5.1. Methods of Payment for Services of CONSULTANT.

5.1.1. For Basic Services

OWNER shall issue individual task orders for each work assignment performed under this Agreement by **CONSULTANT** or its sub-consultant/s. Each task order shall contain scope of work, fee, and schedule for performance of the work. Individual task orders shall be of the form included in **EXHIBIT D**.

5.1.1.a Fee payable to **CONSULTANT** under individual task order shall be developed using hourly rates included in

EXHIBIT D or as amended in accordance with provisions therein.Terms of payment to **CONSULTANT** shall be specified in each task order. For assignments with defined scope, lump sum task orders shall be issued. Otherwise, task orders shall include time and materials payment terms.

5.1.1.b Each task order issued shall receive prior written approval of **OWNER** prior to **CONSULTANT** proceeding with said work. The **OWNER's** designated agent in Section 8.1.1. shall be the only person authorized to provide such approval.

5.2. Times of Payment

5.2.1. **CONSULTANT** shall submit monthly statements for Basic Services and Extra Work rendered. The Statements will be based upon **CONSULTANT'S** estimate of the proportion of the total services actually completed at the time of billing. **OWNER** shall respond to **CONSULTANT'S** monthly statements within thirty (30) days, either denying payment or making payment.

5.3. Other Provisions Concerning Payments

5.3.1. In the event the Agreement is terminated by the **OWNER** without fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid for the work performed or services rendered for which it has not already been paid as determined by mutual agreement between the **OWNER** and the **CONSULTANT**.

5.3.2. In the event the services of the **CONSULTANT** are terminated by the **OWNER** for fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid reasonable value of the work performed or services rendered and delivered for which it has not already been paid, and the amount to be paid shall be determined by the **OWNER**.

SECTION 6 - GENERAL CONSIDERATIONS

6.1. Termination

6.1.1. CONSULTANT may only terminate this Agreement due to **OWNER'S** material breach of the terms hereof which breach causes **CONSULTANT** to be unable to perform its duties and responsibilities under this Agreement and upon forty-five (45) days written advance notice to **OWNER**.

6.1.2. The **OWNER** may terminate this Agreement for cause upon seven (7) business days written advance notice to the **CONSULTANT**. The **OWNER** reserves the right to terminate the Agreement for any reason whatsoever, with or without cause, at any time upon thirty (30) days written advance notice to the **CONSULTANT**.

6.2. Ownership and Reuse of Documents

All documents, including raw data, reports, Drawings and Specifications, prepared by the **CONSULTANT** pursuant to this Agreement shall be delivered to and become the property of the **OWNER**. The **OWNER** shall have the right to reuse same without restriction or limitation, but without liability or legal exposure to **CONSULTANT**.

6.3. Legal Responsibilities and Legal Relations

6.3.1. The **CONSULTANT** shall familiarize himself with and shall at all times comply with all federal, state, and local laws, ordinances, and regulations that in any manner affect the services of this Agreement.

6.3.2. In performing the services hereunder, the **CONSULTANT** and its consultants, employees, agents and representatives shall not be deemed or construed to be employees of **OWNER** in any manner whatsoever. Except as otherwise provided in this Agreement, the **CONSULTANT** shall be acting as an independent contractor. The **CONSULTANT** shall not hold itself out as, nor claim to be, an officer or employee of **OWNER** by reason hereof and shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of **OWNER**. The **CONSULTANT** shall be solely responsible for any claims for wages or compensation by **CONSULTANT'S** employees, agents and representatives, including consultants, and shall save and hold **OWNER** harmless therefrom.

6.3.3. The parties hereto agree that causes of actions between the parties shall be governed by applicable provisions of the Kentucky Revised Statues, and that venue of any legal action shall be a court of appropriate jurisdiction in Fayette County, Kentucky. The parties further agree that Kentucky law shall apply with respect to the interpretation of any provision of this Agreement.

6.4. Successors and Assigns

6.4.1. **CONSULTANT** binds itself and his partners, successors, executors, administrators, assigns and legal representatives to this Agreement in respect to all covenants, agreements, and obligations of this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement nor transfer any interest in the same, whether by assignment or novation, without prior written consent of **OWNER**.

6.4.2. The **CONSULTANT** shall not subcontract more than fifty percent (50%) of the work, based upon dollar value of the work. The **CONSULTANT** shall obtain written approval prior to subletting or assigning any services contained in this Agreement, and consent to sublet or assign any part of this Agreement shall not be construed to relieve the **CONSULTANT** of any responsibility for compliance with the provisions of this Agreement.

6.4.3. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than **OWNER** and **CONSULTANT**.

6.5. Disputes

Except as otherwise provided in this Agreement, any dispute hereunder may be resolved by agreement of the **OWNER'S** Agent (Section 8.1.1) and the **CONSULTANT.** In the absence of such an agreement, the dispute shall be submitted to the **OWNER'S** Commissioner, Department of Environmental Quality & Public Works, whose decision shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith.

Pending a final decision of a dispute hereunder, the **CONSULTANT** shall proceed diligently with the performance of the Agreement in accordance with the directions of the **OWNER**.

6.6. Accuracy of CONSULTANT'S Work

The **CONSULTANT** shall be required to perform this Agreement in accordance with the degree of ordinary and reasonable skill and care usually exercised by professional engineers prevailing at the time, place and under similar conditions as the services hereunder are rendered.

The **CONSULTANT** shall be responsible for the accuracy of all work, even though raw data, reports, Drawings and Specifications have been accepted by the **OWNER**, and it shall make any necessary revisions or corrections resulting from its errors and/or omissions for no additional compensation. By submission of reports, soils and subsurface information, quantities estimates, calculations and Drawings and Specifications to the **OWNER**, the **CONSULTANT** has made an incontrovertible representation that the information is accurate within the appropriate standard of skill and care. Failure on the part of **CONSULTANT** to provide the expected level of accuracy may be grounds for the **OWNER** to terminate this Agreement.

6.7. Security Clause

The **CONSULTANT** certifies that he shall not at any time release or divulge any information concerning the services covered by this Agreement to any person or any public or private organization except the **OWNER** without prior approval of the **OWNER** unless required by law

6.8. Access to Records

The **CONSULTANT** and his sub-consultants shall maintain all books, documents, papers, and accounting records, and make such materials available at their respective offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement for inspection by the **OWNER**, and copies thereof shall be furnished if requested. Failure to maintain such records for three (3) years after the date of final payment may be grounds for the **OWNER** to disqualify the **CONSULTANT** from consideration for future consultant engineering Agreements.

6.9. Risk Management Provisions, Insurance and Indemnification

6.9.1. DEFINITIONS

The **CONSULTANT** understands and agrees that the Risk Management Provisions of this Agreement define the responsibilities of the **CONSULTANT** to the **OWNER**.

As used in these Risk Management Provisions, the terms **"CONSULTANT"** and **"OWNER"** shall be defined as follows:

a. **CONSULTANT** means the consultant and its employees, agents, servants, owners, principals, licensees, assigns and subcontractors of any tier.

b. **OWNER** means the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, boards, assigns, volunteers, and successors in interest.

6.9.2. INDEMNIFICATION AND HOLD HARMLESS PROVISION

a. It is understood and agreed by the parties that **CONSULTANT** 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 **CONSULTANT** or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "**CONSULTANT**") 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.

b. **CONSULTANT** 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 "**OWNER**") 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 **CONSULTANT**'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 **CONSULTANT**; and (b) not caused solely by the active negligence or willful misconduct of **OWNER**.

c. Notwithstanding, the foregoing, with respect to any professional services performed by **CONSULTANT** hereunder (and to the fullest extent permitted by law), **CONSULTANT** shall indemnify, save, hold harmless and defend **OWNER** from and against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of **CONSULTANT** in the performance of this agreement.

d. In the event **OWNER** is alleged to be liable based upon the above, **CONSULTANT** 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 **OWNER**, which approval shall not be unreasonably withheld.

e. These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.

f. **OWNER** is a political subdivision of the Commonwealth of Kentucky. **CONSULTANT** acknowledges and agrees that **OWNER** is unable to provide indemnity or otherwise save, hold harmless, or defend the **CONSULTANT** in any manner.

6.9.3. FINANCIAL RESPONSIBILITY

The **CONSULTANT** understands and agrees that the **CONSULTANT** shall, prior to final acceptance of the **CONSULTANT'S** proposal and the commencement of any work; demonstrate

the ability to assure compliance with the Indemnity Agreement and other provisions of this Agreement.

6.9.4. INSURANCE REQUIREMENTS

6.9.4.1. Required Insurance Coverage

CONSULTANT shall procure and maintain for the duration of this Agreement 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 **OWNER** in order to protect **OWNER** 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 **CONSULTANT**. The cost of such insurance shall be included in any proposal:

Coverage	Limits
General Liability (Insurance Services Office Form CG 00 01)	$1 million per occurrence, $2 million aggregate or $2 million combined single limit
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single, $1 million per occurrence
Professional Liability	$1 million per occurrence, $2 million aggregate
Worker's Compensation	Statutory
Employer's Liability	$500,000.00

The policies above shall contain the following conditions:

a. **OWNER** shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy.

b. The General Liability Policy shall be primary to any insurance or self-insurance retained by **OWNER**.

c. The General Liability Policy shall include Business Interruption coverage.

d. The Contractor shall carry Builders Risk coverage at a level sufficient to cover the replacement cost of any equipment or machinery used at the work site, if applicable.

e. The General Liability Policy shall include a Pollution Liability endorsement and/or Environmental Casualty coverage unless it is deemed not to apply by **OWNER**.

f. The General Liability Policy shall have a Professional Liability endorsement (including Errors and

Omissions), which shall include Business interruption coverage and this policy or endorsement shall include Environmental Casualty coverage for any services performed pursuant to the contract, and/or a separate Professional Liability Policy shall be obtained unless it is deemed not to apply by **OWNER**. (**OWNER** does not need to be named as additional insured).

g. **OWNER** 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.

h. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the project, to the extent commercially available. If not commercially available, **CONSULTANT** shall notify **OWNER** and obtain similar insurance that is commercially available and acceptable to **OWNER**.

i. Said coverage shall be written by insurers acceptable to **OWNER** and shall be in a form acceptable to **OWNER**. 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.

6.9.4.2. Renewals

After insurance has been approved by **OWNER**, evidence of renewal of an expiring policy must be submitted to **OWNER**, 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.

6.9.4.3. Right to Review, Audit and Inspect

CONSULTANT understands and agrees that **OWNER** may review, audit and inspect any and all of **CONSULTANT'S** records and operations to insure compliance with these Insurance Requirements.

6.9.5. SAFETY AND LOSS CONTROL

CONSULTANT 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 **OWNER**.

6.9.6. DEFINITION OF DEFAULT

CONSULTANT understands and agrees that the failure to comply with any of these provisions shall constitute default under this Agreement. **CONSULTANT** also agrees that **OWNER** may elect as 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 **CONSULTANT** for any such insurance premiums purchased, or suspending or terminating this Agreement.

SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, the **CONSULTANT** agrees as follows:

7.1. The **CONSULTANT** will not discriminate against any employee or application for employment because of race, color, religion, national origin, sex, age, or handicap. The **CONSULTANT** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, sex, age, or handicap. Such action shall include, but not be limited to the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The **CONSULTANT** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

7.2.1. The **CONSULTANT** will, in all solicitations or advertisements for employees placed by or on behalf of the **CONSULTANT**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, age (between forty and seventy), or handicap.

SECTION 8 - SPECIAL PROVISIONS, EXHIBITS, AND SCHEDULES

8.1. This Agreement is subject to the following provisions.

8.1.1. Pursuant to subparagraph 3.4 of this Agreement, **OWNER** has assigned Charles H. Martin, P.E., Director of the Division of Water Quality (the "**OWNER'S** Agent"), as the authorized agent of **OWNER**, to monitor, direct and review the performance of work of the **CONSULTANT**. Documents, data, reports, and all matters associated with carrying out this Agreement shall be addressed to the **OWNER'S** Agent or his designee. Questions by the **CONSULTANT** regarding interpretations of the terms, provisions and requirements under this Agreement shall be addressed to the **OWNER'S** Agent or his designee. The **CONSULTANT** shall look only to the **OWNER'S** Agent or his designee for direction in its performance under this Agreement; no other direction shall be binding upon **OWNER**. **OWNER** shall respond to written requests by **CONSULTANT** within thirty (30) days.

8.2. This Agreement, together with the Incorporated Documents (Section 1.2) constitutes the entire Agreement between **OWNER** and **CONSULTANT** and supersedes all prior written or oral understandings. This Agreement and **EXHIBITS A, B, C and D** and any related schedules or documents may only be amended, supplemented, modified or canceled by a duly executed written instrument.

8.3. **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 **OWNER** or **CONSULTANT.**

8.4 UNENFORCEABLE TERMS/SURVIVABILITY. If any term or provision of this Agreement shall be found to be illegal or unenforceable, this Agreement shall remain in full force and such term or provision shall be deemed stricken. The provisions of Section 6 of this Agreement shall survive its termination.

8.5. NON-WAIVER. The failure of either party to enforce any right reserved to it in this Agreement shall not be a waiver of any such right to which the party is entitled.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

OWNER:

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: _____
LINDA GORTON, MAYOR

ATTEST:

_____
URBAN COUNTY COUNCIL CLERK

CONSULTANT:

_____

BY: _____

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing Agreement was subscribed, sworn to and acknowledged before me by _____, as the duly authorized representative for and on behalf of _____, on this the ___ day of _____, 2023.

My commission expires: _____.

_____
NOTARY PUBLIC

EXHIBIT A

REQUEST FOR PROPOSALS/

SCOPE OF ENGINEERING SERVICES

AND RELATED MATTERS

RFP#

Scope of Services RFP #31-2024

Request for Proposals (RFP) and Hourly Rates for Professional Services- OSHA Compliance Program Management

Overview

This RFP is soliciting proposals for professional services to assist LFUCG with maintaining compliance with all state and federal Occupational Safety and Health requirements/ regulations for the Division of Water Quality.

The above work is to be conducted under separate Task Orders issued by LFUCG

Background

The Lexington Fayette Urban County Government (LFUCG) Division of Water Quality operates two wastewater treatment plants, approximately 80 sanitary sewer pump stations, and over 1,400 miles of sanitary sewer pipeline, and administrative facilities. These facilities/operational units must operate in compliance with all state and federal workplace safety rules and regulations.

Contract Term

The Consultant will be awarded a 365-day contract for work associated with the OSHA Compliance Program Management. Annual renewal, up to four (4) additional 365 day periods, may be granted upon mutual agreement by all parties.

Goals and Objectives

The primary goal and objective of this project is to provide LFUCG with all professional services to review current policies, procedures, and record keeping to comply with all state and federal workplace safety requirements and regulations. Project services will include the following major tasks which are more thoroughly discussed below in Scope of Services:

- Review and update as necessary, all written safety program documents
- Develop and implement safety program compliance in the following general areas:
    - Staff training and support
    - Annual OSHA compliance audits of WWTP operations and programs
    - Annual OSHA compliance audits of operational groups (pump stations and sewer line maintenance
- Site reviews and safety analysis of WWTP projects
- Annual evaluation of critical OSHA programs
- Assist plant management with OSHA documentation compliance at both treatment plants.
- Electrical safety will be performed under a separate RFP. This contract will coordinate efforts with the electrical safety consultant.

General Submittal Requirements

Individual Statement of Qualifications (SOQ's) should be spiral or comb bound to allow ease for archiving (no 3 ring binders). Interested firms must submit one (1) master hardcopy, (1) electronic version in PDF format on a flash drive or CD and seven (7) duplicates (hardcopies) as a full response to this solicitation. SOQ's shall be no

more than twenty five (25) pages, excluding tabs/dividers, and shall be structured as follows:

1. Letter of Transmittal (one page maximum)

2. Firm Qualifications (five pages maximum)
   - Provide an executive summary explaining why the firm should be selected to provide services for this project, along with general information about the firm (and sub-consultants) related to their history and general qualifications. The executive summary should describe any unique qualifications provided by the firm that demonstrate proficiency in completing the tasks associated with enrolling sites in the Kentucky Brownfield Program, developing appropriate property management plan(s), and site mitigation plans. Emphasis on the Project Manager's experience in these areas is of utmost importance and will be viewed favorably over experience of the firm.

3. Project Team (ten pages maximum)
   - Provide an organizational chart identifying the project manager(s), project engineers, surveyors, geotechnical sub-consultant (as necessary), Disadvantaged Business Enterprise (DBE) Firm / Minority Business Enterprise Firm (MBE), and others as required. The identified team members must have measurable experience and contributions associated with the Firm Reference Projects identified in Item 5 below. The organizational chart should clearly indicate the services to be provided by all sub-consultant firms. Include locations and one page resumes of key project team individuals that will be providing substantial contributions to work products. This section shall also include a Risk Management Plan for substitute staffing in the event that key staff leaves the project team prior to completion of any Task Order.

4. List of Clients for Which Similar Work has Been Performed (one page maximum)
   - Provide client name, contact person, contact phone number and email address, and identify by name similar projects completed for each client.

5. Firm Reference Projects (four pages maximum)
   - Provide the project name, date, services provided, and a project description detailing the scope of the project and project construction cost. List only those projects where a key member of the project team provided a substantive contribution to the project completion.

6. Local Office (one page maximum)
   - Statement of presence of local office(s) for all firms comprising a Project Team, when the local office was established, local office staffing (number in each local office), and local office utilization (estimated percent of potential project services to be performed by the local offices). "Local office" shall be defined as being located in a county served by the Bluegrass Area Development District (see BGADD.org for a complete list). The attached form (Exhibit 1, below) shall be used for this information.

7. Disadvantaged Business Enterprise (DBE) Involvement (one page maximum)
   - Provide a statement regarding the commitment to meeting the goals of LFUCG's DBE program (see below).

8. Statement of Hourly Rates (two pages maximum)
    - Provide a statement of hourly rates for all personnel expected to work on the project(s), including project managers, project engineers, engineering/CAD technicians, clerical and two-man survey party crews. Hourly rates should be clearly assigned to all position titles that are identified on the Project Team section. In spreadsheet form, provide an estimate for the overall project completion cost using the quoted hourly rates and the estimated hours needed for each member of the project team. The spreadsheet should include a unit lump sum price for stakeholder/ property owner meetings above the minimum specified in the Scope of Services and provide a statement of expected reimbursable expenses.

9. Anticipated Scope of Work (ten pages maximum)
    Provide a general discussion of how the firm will complete the scope of services. While LFUCG understand that some of the early phases of the project will inform later tasks, the scope of work discussion should pay particular attention to recommendations for sampling and assessment services. Consultants should base their initial scope of work on their past experience with similar sites and review of information provided by LFUCG for future property use. This discussion should include an estimated number of building material samples to be collected to plan for demolition (and what those samples will be analyzed for). The discussion should also include a summary of the soil and/or groundwater assessment anticipated to be conducted including the number of soil borings to be advanced, soil and/or groundwater samples recommended to be collected, parameters that will be analyzed and field methods. Again, LFUCG understands that there may be adjustments to the actual investigations after completion of initial due diligence; however, consultants should provide a summary of the level of investigation necessary to accomplish site redevelopment as described by LFUCG.

The Consultant's estimated fee for the project shall conform to the current edition of the USDA Rural Development Utility Program Fee Guide and should be clearly presented in spreadsheet form as requested in the General Requirements – Statement of Hourly Rates section. The requested hourly rates and unit lump sums cost presented in that section of the SOQ section will be used in the event that there is a scope of services modification requested and mutually approved by both LFUCG and the Consultant.

Exhibit 1

Prime Consultant	Location (City, State)	Date Office Established	Total Number of Employees	No. of Employees expected to work on DWQ projects
Headquarters	Kimberton, PA	2002	64	0
Local Office	Lexington, KY	Acquired by ALL4 in 2020	9	3
PM Location	Louisville, KY	**Acquired by ALL4 in 2020**	**9**	**2**
Subconsultants Name:	TBD/Not Applicable			
Service Provided				
Headquarters				
Local Office				
Name:				
Service Provided				
Headquarters				
Local Office				
Name:				
Service Provided				
Headquarters				
Local Office				

Notes:

1. "Headquarters" refers to the corporate office that provides project support to the local office, if applicable. If support comes from multiple locations, use the blank spaces in the form to provide relevant information.

2. Listing of sub-consultants is optional and should only be provided if the prime consultant considers the sub-consultant(s) services to be essential to meeting the required qualifications. In this event, documentation from the subconsultant(s) shall be submitted in the SOQ that provides a commitment to be a part of the prime consultant's team in providing the stated services. In such cases, for the purpose of evaluating the proposals, committed sub-consultants will be considered to be part of the prime consultant's workforce. Prime consultants face potential disqualification from future work if DWQ finds that the identified sub-consultants are not being utilized to deliver assigned work products.

Scope of Services

This Scope of Engineering Services provides a minimum set of project management guidelines, tasks, and activities requiring completion. Specific Project Required Deliverables (stand-alone reports) are highlighted below. The intent is not to highlight all potential plans or documents, but to outline where there are major deliverables within the scope of work that are required to be submitted as stand-alone documents. All work shall be performed under Task Orders as shown in Attachment 2.

Work will not commence until LFUCG issues a Notice to Proceed or Purchase Order.

1. Review all current Division of Water Quality written safety program policies and programs for compliance with current state and federal safety standards, rules, and regulations. Prepare suggestions/recommendations for revision/improvement. Revise policies/programs after DWQ approval. Programs to evaluate include, but are not limited to, Bloodborne Pathogens, Confined Space, Fall Protection, Hazard Communication, Hot Work, Respiratory Protection, and Trenching Safety.
2. Develop and assist DWQ with implementation of the following safety program elements.
    a. Staff training and support. Provide written policies/program for staff training.
    b. Annual OSHA compliance audits of WWTP operations and programs. Provide a written report of findings and recommendations for noted hazard mitigation.
    c. Annual OSHA compliance audits of operational groups (Pump Stations and Sewer Line Maintenance). Provide a written report of findings and recommendations for noted hazard mitigation.
    d. Assist DWQ identifying potential Leading and Lagging indicators, as described in 10 Key Leading and Lagging Indicators of Safety Performance (hseblog.com) within the DWQ safety program.
3. Site reviews and safety analysis of WWTP operations. Provide a written report of findings and recommendations for hazard mitigation.
4. Annual evaluation of critical OSHA programs. Provide written report of findings and recommendations for updating programs. Upon approval/acceptance of recommendations by LFUCG, prepare updated documents.
5. Assist DWQ with development of an OSHA compliance document management (online or cloud based).

Deliverables

1. Safety program/policy review and update
    a. Bound hardcopy conforming to 8 ½" x 11"
    b. Electronic copy (pdf format)

2. Staff training and support
    a. Bound hardcopy conforming to 8 ½" x 11"
    b. Electronic copy (pdf format)
3. WWTP project analysis
    a. Bound hardcopy conforming to 8 ½" x 11"
    b. Electronic copy (pdf format)
4. Evaluation of critical OSHA program evaluation
    a. Bound hardcopey conforming to 8 ½" x 11"
    b. Electronic copy (pdf format)
5. Document management procedure developed and implemented.

Days are calendar days from the Notice to Proceed or issuance of a purchase order by LFUCG. Phase 2 shall not be authorized until all items in Phase I are complete and the Certificate of Eligibility is obtained. Phase 2 time will commence upon receipt of a Notice to Proceed or issuance of a purchase order by LFUCG.

Method of Invoice and Payment

The Consultant shall submit monthly invoices for basic services or work rendered, based upon the Consultant's estimate of the portion of the total services actually completed during the billing cycle. Each invoice shall show the amount to be paid, the subtotal of all prior invoices, and the LFUCG Purchase Order Number against which the invoice is to be charged. Each invoice shall also include documentation showing the amount attributed to each Task for both the billing cycle and the cumulative project period and shall include, as a separate document, a monthly progress report summarizing completed work. Each invoice shall note the portion of the amount invoiced that is for work performed by a DBE prime contractor or subcontractor. The actual work performed by the DBE shall be included on the monthly progress report.

The Division of Water Quality - Project Manager will either approve or deny each invoice within fourteen (14) calendar days of receipt

STOP WORK NOTICE:

The Consultant shall at all times monitor time allotted and amounts invoiced for tasks and activities as compared to their original estimates and expectations. The Consultant shall notify the Division of Water Quality immediately upon discovery of facts that may necessitate a change in the contract amount or may extend the contract time. If the change is expected to exceed ten percent (10%) of the original contract amount, the Consultant shall immediately stop all work related to this Scope of Services. Work shall not recommence without written notification from the Division of Water Quality. The Consultant shall submit all requests for changes to the Division of Water Quality in writing and shall be present when the issue is discussed before the Urban County Council. Failure by the LFUCG to endorse the requested change does not relieve the Consultant of the contractual requirements and activities defined by this entire Scope of Services.

LFUCG reserves the right to terminate the contract when a mutually satisfactory agreement can not be reached in a timely manner. All engineering project data must be submitted to LFUCG upon request. If it is determined that the Consultant failed to notify LFUCG on a timely basis regarding insufficient fee or inadequate schedule, LFUCG reserves the right to terminate the contract at any time thereafter.

Disadvantaged Business Enterprise (DBE) Notice

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITIES AND DBE CONTRACT PARTICIPATION

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total

value of work conducted in this program be subcontracted to DBEs. The goals for the utilization of certified DBEs as subcontractors are recommended goals. Consultants who fail to meet such goals will be expected to provide written explanation to the EEO Officer and the Director of the Division of Purchasing of efforts they have made to accomplish the recommended goals, and the extent to which they are successful in accomplishing the recommended goals will be a consideration in the procurement process. For assistance in locating DBE subcontractors contact the following Urban County Government agency:

Shenta Miller, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
(859) 258-3320

Note: Consultants may, but are not required to, identify specific DBE subconsultants in their prequalifications submittal. However, they must state their commitment to meeting the goals of LFUCG's DBE initiatives.

EXHIBIT B

CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/4/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
IMA, Inc. - Colorado
1705 17th Street, Suite 100
Denver CO 80202

CONTACT NAME: IMA Denver Team
PHONE (A/C, No, Ext): 303-534-4567 **FAX (A/C, No):**
E-MAIL ADDRESS: DenAccountTechs@imacorp.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Valley Forge Insurance Company	20508
INSURER B : Admiral Insurance Company	24856
INSURER C : American Casualty Company of Reading,	20427
INSURER D :	
INSURER E :	
INSURER F :	

INSURED ALL4LLC-01
All4, LLC
2393 Kimberton Rd.
PO Box 299
Kimberton PA 19442

COVERAGES **CERTIFICATE NUMBER:** 874214078 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY			FEIECC3547301	6/1/2024	6/1/2025	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X Ded: $2,500						MED EXP (Any one person)	$ 25,000
	X Ded: Per Occur						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			BAU7039627142	6/1/2024	6/1/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB X OCCUR			FEIEXS4527301	6/1/2024	6/1/2025	EACH OCCURRENCE	$ 7,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 7,000,000
	DED X RETENTION $ 25,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			7039627187 (CA)	6/1/2024	6/1/2025	X PER STATUTE OTH-ER	
C	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? Y/N: N N/A (Mandatory In NH)			7039635970	6/1/2024	6/1/2025	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Pollution Liability Coverage			FEIECC3547301	6/1/2024	6/1/2025	Each Occurrence Aggregate Per Condition Ded.	$1,000,000 $2,000,000 $25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Professional Liability Coverage: Policy #FEIECC3547301
Effective Dates: 06/01/2024-06/01/2025 Insurer B: See Above
$1,000,000 Per Claim; $2,000,000 Aggregate
$25,000 Deductible; Retro Date: 03/25/2020

See Attached...

CERTIFICATE HOLDER

Lexington Fayette Urban County Government
Divison of Water Quality
125 Lisle Industrial Ave. Suite 180
Lexington KY 40511

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Brenda Vinson

© 1988-2015 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: ALL4LLC-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
IMA, Inc. - Colorado	All4, LLC 2393 Kimberton Rd. PO Box 299 Kimberton PA 19442
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Cyber Liability Coverage: Policy #CYB-108011987-00
Effective Dates: 06/01/2024-06/01/2025 Insurer: Accredited Surety and Casualty Company, Inc.
$2,000,000 Per Claim; $2,000,000 Aggregate; $10,000 Retention

The Excess coverage pertaining to the Professional Liability has a sublimit of $5,000,000.

Certificate Holder(s) is included as Additional Insured on the General Liability, Automobile Liability, and Umbrella Liability policies, if required by written contract or agreement subject to the policy terms and conditions. A Waiver of Subrogation is provided in favor of the Additional Insureds on the General Liability, Automobile Liability, Workers Compensation, and Umbrella Liability policies if required by written contract or agreement, subject to the policy terms and conditions. This Insurance is Primary & Non-Contributory on the General Liability, Automobile Liability and Umbrella Liability policies subject to the policy terms and conditions. The Excess Liability policy is excess of the Pollution Liability, Professional Liability, General Liability, Automobile Liability, and Employers Liability.

Additional Insureds Include: Lexington-Fayette Urban County Government

© 2008 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

EXHIBIT C

PROPOSAL OF ENGINEERING SERVICES

AND RELATED MATTERS

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
RFP #31-2024 OSHA COMPLIANCE PROGRAM MANAGEMENT

INTRODUCTION

ALL4 LLC (ALL4) understands that Lexington-Fayette Urban County Government (LFUCG) is seeking a qualified firm to partner with the Division of Water Quality to perform and maintain Occupational Safety and Health Administration (OSHA) compliance with state and federal requirements. An overview of ALL4's qualifications to complete this consulting work is presented below and the remainder of this letter is organized as follows:

- About ALL4
- Relevant ALL4 Experience
- Project Management
- Attachment A – Key ALL4 Team Profiles
- Attachment B – Reference Projects
- Attachment C – ALL4 Scope of Work and Cost
- Attachment D – Required Forms
    - Certificate of Insurance
    - Exhibit 1
    - Workforce Analysis Form
    - Affidavit
    - Equal Opportunity Agreement
    - General Provisions
    - Engineering Services Agreement (not included due to number of pages – To be signed upon award of bid.)

ABOUT ALL4

ALL4 is a nationally recognized environmental, health and safety consulting company that specializes in multiple areas of environmental and safety compliance. We have the resources and expertise of a large firm with the flexibility of a small business. As a result, we can provide customized solutions for our clients, anchored by a commitment to transparency and communication every step of the way.

// ALL4 was founded in 2002, has offices in Kentucky, California, Washington, Georgia, Pennsylvania, North Carolina, Texas, and Washington, DC, and has regional support staff located in additional states. We currently employ over 250 environmental professionals with a variety of experience in the consulting, industry, and regulatory arenas.

We work with a diverse client base from family-owned operations to multi-national Fortune 500 companies, on both the corporate and facility levels. Our customers' businesses represent various industries such as government, automotive manufacturers, specialty manufacturing chemicals, power, pulp and paper, consumer goods, healthcare, pharmaceutical, cement, iron and steel, food and beverage manufacturing, and more.

RELEVANT ALL4 EXPERIENCE

ALL4 realizes LFUCG has choices when selecting a partner to support their OSHA compliance program. ALL4 is highly qualified and believe we are LFUCG's best choice based on the following:

- Extensive history of developing and maintaining OSHA compliance programs in various industries and facilities including both Town Branch and West Hickman wastewater treatment plants under previous LFUCG-DOWQ Task Orders;
- Familiarity with the OSHA regulations applicable to LFUCG;
- Robust technical expertise in state and federal OSHA compliance;
- ALL4's bench strength of consultants who have worked with LFUCG on OSHA compliance for 5+ years;
- Our well-established quality assurance process assures the work products we develop are complete, accurate, and accommodate client project schedules.

The following subsections highlight both ALL4's experience with LFUCG as well as our **Health and Safety compliance** experience, which we believe make ALL4 the best choice when selecting a partner.

Relationship with LFUCG and Related Health & Safety Experience:

ALL4 staff have been helping to maintain compliance with the state and federal OSHA regulations for LFUCG and the Division of Water Quality since 2015. ALL4's experience and capabilities in the health and safety realm include, but our not limited to:

1. Compliance Audits
2. Customized Training (e.g., OSHA 30 Hour & 10 Hour General Industry)
3. Standard Operating Procedure Development
4. Accident Investigation Support
5. Safety Program Development and Implementation Support
6. Job Hazard Analysis
7. Fire Code / Building Code
8. Qualitative and Quantitative Exposure Assessments
9. Noise Assessments
10. Ergonomics Assessment

For a list of representative clients and similar projects ALL4 has completed work for, please see Attachment B below.

PROJECT MANAGEMENT

Consistent with ALL4's project management philosophy, the Project will be managed by Kevin Chaplin who will be the primary point of contact for LFUCG throughout the entirety of this Project. The Project Manager will have the overall responsibility for the Project schedule, budget, Project tasks, and deliverables and will provide routine, consistent communications to LFUCG via email or phone calls detailing Project progress, current or anticipated issues, and status regarding schedule and budget. Representative project team profiles are included in Attachment A below.

LEARN MORE ABOUT ALL4

We encourage you to learn more about ALL4 at www.all4inc.com. Our website further defines our four service areas: Air, EHS, Environmental, Social, & Governance (ESG), and Digital Solutions. Our website provides readers with regulatory and technical resources, shares ALL4 and regulatory news, introduces you to ALL4 staff (both professionally and personally), and shares ALL4 events. We are firm believers in keeping our clients up to speed on the latest regulatory happenings and invite you to sign up for ALL4's ***4 The Record*** e-newsletter.

Should you have any questions related to ALL4's proposal, please feel free to contact me at (610) 422-1103 or email me at dross@all4inc.com.

Attachments:

Attachment A – Key ALL4 Team Profiles

Attachment B – Reference Projects

Attachment C – ALL4 Scope of Work and Cost

Attachment D – Required Forms

Attachment A – Key ALL4 Team Profiles

RFP #31-2024 OSHA Compliance Program Management - Project Team



STRATEGY WITH SOLUTION. PARTNERSHIP WITH A PURPOSE.

ALL4

ALL4

KEVIN M. CHAPLIN
SENIOR MANAGING CONSULTANT

CREDENTIALS

- B.S. Environmental Sciences, Morehead State University, 1983
- Former OSHA Outreach Trainer
- EPA Licensed Asbestos Abatement Project Designer, Annual Renewal
- EPA Licensed Asbestos Building Inspector, Annual Renewal
- Former NIOSH 7400 Course Instructor
- Former Safety Committee Board Member, KY Assoc. of General Contractors

PROFESSIONAL EXPERIENCE

- 2020-Present: ALL4, LLC, KY- Sr. Managing Consultant; Corporate Safety Officer
- 2005-2020: SMG, KY- Louisville Manager / Sr. Industrial Hygienist
- 1995-2005: SMG, KY- Sr. Project Manager / Industrial Hygienist
- 1992-1995: McCoy & McCoy, Inc, KY- Louisville Branch Manager
- 1987-1992: Analytical Management, Inc. (AMI), KY- Louisville Director of Field Services
- 1984-1987: AMI, KY- Project Manager

PROFESSIONAL MEMBERSHIPS

- American Conference of Governmental Industrial Hygienists (ACGIH)
- American Industrial Hygiene Association (AIHA)
- American Society of Safety Professionals (ASSP)

TECHNICAL EXPERTISE

- ✓ OSHA safety program development and management support.
- ✓ OSHA Compliance and Environmental, Health & Safety Management Audits
- ✓ OSHA Compliance & Citation Support
- ✓ Design and Conduct Chemical Exposure Assessments for Manufacturing and Industrial Facilities
- ✓ Developed Hazardous Material Information System (HMIS) including Toxicological Profiles and Employee Task Analyses for Large Paint Manufacturing Company
- ✓ Workmen's Compensation/ Accident Investigation Litigation Support
- ✓ Develop, conduct, and provide oversight on Indoor Air Quality Evaluations
- ✓ Conduct Infection Control Risk Assessments and Develop Associated Hospital Testing Programs for Construction Projects
- ✓ Design and Conduct Hazardous Material Investigations for Asbestos, Mold, Lead-Based Paint, and PCB's
- ✓ Conducts Facility Hazard Assessments for PPE Determinations
- ✓ Perform Facility Mold Evaluations, Bioaerosol Testing and Remediation Design
- ✓ Combustible Dust Hazard Assessment / Remediation Design & Testing

PROFESSIONAL OVERVIEW

Kevin Chaplin has more than 37 years of experience in Environmental, Health and Safety Consulting. He regularly provides Industrial Hygiene and OSHA Compliance services for clients including Safety Program and Policy Development, OSHA Compliance Audits, Chemical Exposure Assessments, Health Hazard Evaluations, Hazardous Material Investigations, Litigation Support and the development of Site Safety and Health plans for Hazardous Waste sites.

Kevin has worked with a variety of Industries and Manufacturing Sectors, Government Municipalities, Educational Institutions, Hospitals, and the Military.

Kevin is experienced with both OSHA General Industry and Construction Standards and has represented clients in OSHA Informal Conferences and Negotiations.

www.all4inc.com 502.254.0670 kchaplin@all4inc.com

ALL4

KEVIN M. CHAPLIN
SENIOR MANAGING CONSULTANT

PROJECT HISTORY

Served as Client Manager for large municipality to assist client in re-writing Divisional Health and Safety Policies and OSHA compliance programs. *Designed and conducted OSHA compliance audits and oversaw the organization and execution of facility hazard assessments, occupational exposure assessments and safety training.*

Client and Project Manager for developing safety programs and implementation at a specialized manufacturing facility. *Prior to the client operating a new production facility my team developed facility specific health and safety policies and OSHA compliance programs. Oversaw the organization and implementation of the facility's safety committee, program development and safety training prior to the facility hiring full time health and safety staff.*

Client and Project Manager for a Fortune 100 global manufacturing company conducting industrial hygiene chemical exposure assessments and safety consulting for 10-15 facilities in the U.S. and Canada. *Reviewed facility processes and exposure pathways and developed site-specific sampling protocols. Provided OSHA compliance support and health and safety consultation. Coordinated industrial hygiene laboratory methods and procedures, reviewed sampling data and prepared final reports for the Corporate Environmental, Health and Safety Director and the V.P. of Human Resources.*

Client and Project Manager for a Fortune 100 global manufacturing company conducting OSHA Compliance Auditing. *Provided OSHA compliance auditing and health and safety consultation for multiple manufacturing facilities in multiple States. Prepared compliance spreadsheets including action items for the Corporate Environmental, Health and Safety team and client counsel.*

Client and Project Manager for a large Wastewater Treatment Plant combustible dust testing and remediation project. *Designed and provided testing and project oversight for a Biosolids Plant combustible dust clean-up and fugitive emissions review of process equipment. Prepared clean-up bid specifications and assisted the client with the contractor selection process. Prepared an Operations & Maintenance Program for combustible dust awareness and facility housekeeping.*

Designed and conducted numerous Indoor Air Quality (IAQ) investigations and evaluations of hospital environments, commercial office buildings and manufacturing facilities. *Provided Microbiological and IAQ services for the owner of a high-rise office complex in Louisville, KY. Services include the development of a Microbial Prevention and Control Plan for on-going maintenance operations. Conducted facility inspections for mold contamination, bioaerosol sampling, technical information seminars for tenants and general facility response requests pertaining to indoor air quality and potential microbial health issues.*

Client Manager for a regional hospital network responsible for testing and assessment of infection control protocols and containment measures. Sr. Industrial Hygienist: to determine their effectiveness in preventing particle migration from areas of active construction into high-risk patient areas. *Multi-year, multi-million-dollar construction project requiring on-going client consultation, testing data review and site evaluations.*

Developed and conducted an asbestos ambient air monitoring program in the largest school district in the State of Kentucky. Industrial Hygienist: Have conducted hazardous material building surveys, abatement oversight and asbestos hazard assessments in numerous facility types including high rise offices, manufacturing plants, industrial facilities, commercial properties, and Government military installations. *Client manager for a fortune 100 company charged with conducting facility asbestos assessments and abatement management/oversight for each of eight U.S. manufacturing facilities. Provided U.S. regulatory guidance to Corporate Executives in Germany and U.S. regional management.*

Provided oversight and pre-renovation hazardous materials investigation of a public university facility built in 1903 as part of a Historic Revitalization Project. Sr. Industrial Hygienist: *Project oversight and execution included asbestos, mold, lead-based paint and universal waste inspections and inventories as well as waste classification support. Oversaw the preparation of inspection reports and cost estimates for abatement of contaminated building materials.*

www.all4inc.com 502.254.0670 kchaplin@all4inc.com

or identified hazardous waste. Provided regulatory oversight and developed plans and specifications in conjunction with Architect and Engineering Design group for abatement of hazardous materials. Services for the large University also included Pre-renovation, Pre-Demolition Hazardous Material Investigation of eleven (11) buildings including two (2) 23-Story dormitories.

Successfully developed lockout/tagout procedures and a confined space program for a Pennsylvania manufacturing facility under an OSHA directive deadline, Industrial Hygienist: *In conducting this work my team was able to eliminate the cost of confined space emergency rescue training to employees by declassifying permit-required confined spaces to non-permit required confined spaces under specific OSHA guidelines and interpretations.*

As a project manager, assisted a Rail and Barge client under regulatory mandate to completely revamp their Health & Safety Management Programs and OSHA Compliance Programs for a coal rail yard and barge loading and unloading facility on the Ohio River. *Provided a site industrial hygienist at the facility for a period of 6 months with substantial project management support to create new programs for all required OSHA standards applicable to the facility. The project included written programs, training and a management system designed to enable the facility to stay up to speed on training, recordkeeping and compliance requirements.*

Developed and provided oversight for an OSHA compliance audit of one of the world's largest suppliers of heating ventilating and air-conditioning equipment for the building management industry. *Conducted a wall to wall OSHA compliance audit as well as review and revision of all written safety programs for a 700,000 square foot manufacturing facility. Oversaw preparation of a detailed spreadsheet indicating each process area, applicable standards, current compliance status and recommended improvements for each of the designated areas within the facility*

Client and Project Manager for Federal Contract to provide Health Hazard and Industrial Hygiene evaluations of National Guard facilities in a 17-State region. Sr. Industrial Hygienist: *Developed and conducted industrial hygiene sampling parameters for noise, ventilation and chemical/physical hazards identified at the facilities. Conducted audits of chemical inventory procedures, SDS management and safety training policies and documentation.*

EXPERT WITNESS TESTIMONY

2018, Retained by Ferreri Partners, PLLC in James L. Huddleston v. Melson Roofing, Inc ; Workmen's Compensation Case; Provided review of KY OSHA Notice of Violation and Plaintiff's Deposition. Provided summary review for client and provided deposition.

2002, Retained by Landrum & Shouse, LLP in Home of the Innocents v. ETI-Corradino; Asbestos Inspection and Licensing Case; Reviewed Field sampling documents, report and scope of work/contract and provided case opinion with facts to support. Deposition not required/Case Settled in Client's favor.

LITIGATION SUPPORT

As an Industrial Hygienist and health and safety professional with 30 years of experience, Kevin has worked with law firms providing litigation support through document and/or data review, confidential confirmatory environmental testing or providing case review opinions and supporting facts/documentation. These projects through Counsel include but are not limited to:

- *Review of proposed protocol for air exchange rate testing in a Wal-Mart Distribution facility with previous potential carbon monoxide exposures*
- *Confidential testing and reporting of microbiological data and information obtained for Counsel on Distillery case involving facility migration of microbiological contamination.*
- *Litigation support for Counsel on Bloodborne Pathogens case involving a large public transit company and occupational exposure risks to employees. Provided OSHA compliance interpretations and policy review*

ALL4

VICTORIA SPARKS
MANAGING CONSULTANT

CREDENTIALS

- M.S. Occupational Safety, Security and Emergency Management, Eastern Kentucky University
- B.S. Environmental Health Science, Eastern Kentucky University
- ALL4 EHS Practice, Health and Safety Technical Lead
- Associate Safety Professional: ASP-37980

PROFESSIONAL EXPERIENCE

- 2022 – Present: ALL4LLC, Lexington, KY – Managing Consultant
- 2019 – 2022: Dana Inc, Danville, KY – EHSS Manager
- 2018 – 2019: Dana Inc, Maumee, OH – Regional Environmental Manager
- 2017 – 2018: Yanfeng, Louisville, KY – EHS Manager
- 2015 – 2017: Parsons, Richmond, KY – Environmental Technician

TECHNICAL EXPERTISE

- ✓ OSHA Compliance and EHS Management System Audits
- ✓ ISO 14001 and 45001 program development and auditing
- ✓ Development and implementation of Health and Safety programs and plans
- ✓ Integrated Contingency and Emergency Response Plan development and training
- ✓ EHS training program development and execution
- ✓ Industrial Hygiene/Occupational Exposure Assessments
  Risk assessments
- ✓ CWA compliance reporting, response plans and sampling
- ✓ SWPPP implementation
- ✓ SPCC Plans
- ✓ Title V permit application development and negotiation
- ✓ Annual/semi-annual compliance and emissions reporting
- ✓ GHG emissions inventories and reporting
- ✓ Air Quality/Title V Permitting and Compliance
- ✓ RCRA program support and reporting
- ✓ EPCRA reporting

PROFESSIONAL OVERVIEW

Ms. Victoria Sparks has over 10 years of professional experience in diverse EHS compliance in various industries and fields. Her expertise spans across environmental multi-media such as hazardous waste, air permitting, stormwater, chemical reporting and management, as well as OSHA compliance through industrial hygiene occupational exposure assessments, compliance auditing, EHS program development, risk and hazard assessments, emergency preparedness planning, prevention, and response. She supports the EHS Practice as the Health and Safety Technical Lead tracking new developments and rulemaking that may affect ALL4 clients.

Victoria has worked with a variety of industries and manufacturing sectors, including automotive, chemical, Department of Defense, health and beauty care, lamination, food and beverage, universities, hospitals, warehousing, and storage. Victoria is experienced with both OSHA General Industry and Construction standards. She has performed EHS compliance audits to evaluate and identify workplace compliance gaps and opportunities for improvement through hazard recognition, verification of EHS procedures and records review to regulatory compliance requirements, and evaluation of facility operations to required federal, state and local, EHS requirements as well as industry best management practices.

She has developed, maintained, and audited EHS Management Systems to the ISO 14001 and 45001 standards for various industries. She is lead auditor certified for both ISO 14001 and 45001. She has been focused on EHS program development, implementation, training, auditing, reporting in several states including; Alabama, California, Iowa, Illinois, Indiana, Kentucky, Louisiana, Michigan, Ohio, Pennsylvania, South Carolina, Tennessee, Texas, and Virginia, and project management.

www.all4inc.com 859-447-9156 vsparks@all4inc.com

PROJECT HISTORY

EHS **EXPERIENCE**

General Industry Safety Program Support and Audits, Multiple Clients: *Performed site safety audits and assessments against OSHA General Industry Standards for various clients in multiple states. Provided full audit reports with recommendations for corrective actions. Evaluated existing safety program SOPs, including confined space, respiratory protection, hear conservation, fall protection, contractor safety, and laboratory safety. Developed training programs including Hearing Conservation, Hazard Communication, Respiratory Protection, Crane and Hoist, Machine Guarding, Bloodborne Pathogens, and Powered Industrial Vehicles.*

Industrial Hygiene Chemical Exposure Assessments and Indoor Air Quality Monitoring, Multiple Clients: *Developed and conducted industrial hygiene sampling parameters for noise, ventilation, and chemical/physical hazards identified for various clients in multiple states. Conducted audits of chemical inventory procedures, Safety Data Sheet management, hazard communication procedures, and safety training policies and documentation.*

Environmental Compliance Audits, Multiple Clients: *Responsible for evaluating facility compliance with applicable environmental regulations. Primary auditing experience with air quality, water quality, spill prevention, and hazardous waste programs. Compliance evaluations reviewed facility processes and operations for appropriate source categorization, applicable emissions limits, required work practice standards, leak detection and repair programs, monitoring plans, quality assurance plans, instrument calibrations and maintenance activities, and monitoring, recordkeeping, and reporting requirements.*

Hazardous and Universal Waste Program Support, Multiple Clients: *Served as an auditor for RCRA compliance assessments within various types of facilities reviewing Satellite Accumulation Areas, Central Waste Storage Areas, inspection and training records and general safety compliance with full audit report provided for recordkeeping. Served as the lead developer for preparing biennial RCRA Hazardous Waste reports for various industries. Activities included analyzing waste manifests, classifying waste streams, generating waste stream tracking spreadsheets, and preparing and submitting the RCRA Hazardous Waste Reports through various on-line state submission services. Developed Hazardous Waste Contingency Plans (HWCP), hazardous waste and universal waste training programs, and compliance tracking tools for various clients.*

Environmental Compliance Reports, Multiple Clients: *Prepared EPCRA Tier II reports, Toxic Release Inventories (TRI), Toxic Substances Control Act (TSCA) chemical data reporting submissions, and biennial RCRA reports for various types of facilities in multiple states.*

Various Response Plan Developments and Implementations, Multiple Clients: *Integral in the development and implementation of multiple types of response plans including, Facility Response Plans (FRP), SPCC, SWPPP, Hazardous Waste Contingency Plans (HWCP) and Emergency Response Plans (ERP) at various types of facilities in multiple states. Contributed to the development of improved Best Management Practices (BMPs), assisted in employee training efforts, performed inspections per plan requirements, and annual updates/plan reviews.*

ISO 14001 and 45001, Multiple Clients: *Performed various site gap assessments and internal audits against the ISO 14001 and 45001 standards for EHS. Evaluated existing management systems and provided full audit reports with recommendations for corrective actions. Participation as a supporting resource to clients throughout the certification process. Prepared, implemented, and certified three manufacturing facilities to the ISO 45001 standard within six months.*

AIR QUALITY ***EXPERIENCE***

Title V Operating Permit, Manufacturing, KY: *Prepared Title V applications for industrial facilities located in Kentucky. The applications included comprehensive emission inventories, regulatory applicability assessments, simplified process flow diagrams, operational flexibility reviews, insignificant activity evaluations, reviews of draft permits, and negotiation of monitoring, recordkeeping, and reporting conditions with regulatory agencies.*

Air Report Preparations, Manufacturing, KY: *Prepared air reports including annual emissions inventories, Title V Certifications, semi-annual deviation reports, monthly tracking reports, Greenhouse Gas (GHG) inventories, and electronic data reports (EDRs).*

PUBLICATIONS / PRESENTATIONS

ALL4, 4 The Record Article – OSHA Requires Employers to Update Injury Tracking Application Through Login.gov – author, February 2023

ALL4, 4 The Record Article – OSHA's Top Ten Safety Violations for Fiscal Year 2022 – author, February 2023

ALL4, 4 The Record Article – 2024 Look Ahead: OSHA – author, January 2024

Manufacturers' Education Council Annual Sustainability and Environmental Health and Safety Symposium – Effective Behavior Based Safety Programs – presenter/author, March 2023

Battery Council International 2023 Environmental Health and Safety Conference - OSHA Requirements for Facilities Handling Lead Today and Under Future Cal-OSHA – presenter/author, September 2023

Manufacturers' Education Council Annual Sustainability and Environmental Health and Safety Symposium – Workplace Violence Prevention Program Best Practices – presenter/author, March 2024

ALL4

CINDY CASTILLO
CONSULTING SCIENTIST

CREDENTIALS

- *M.B.A Project Management, University of Southern Indiana (2024)*
- *B.S. Kinesiology, Bellarmine University*
- *ALL4 EHS Practice, Health and Safety Technical Lead*
- *Associate Safety Professional: ASP-37980*

PROFESSIONAL EXPERIENCE

- *2022 – Present: ALL4LLC, Lexington & Louisville, KY – Consulting Scientist*
- *2021 – 2022: Amazon, Shepherdsville, KY – Health & Safety Specialist*
- *2018 – 2020: YMCA, Shepherdsville, KY – Health & Safety Specialist*
- *2011 – 2017: Synergy Rehab, Louisville, KY – Health& Mobility Technician*

TECHNICAL EXPERTISE

- ✓ *OSHA Compliance and EHS Management System Audits*
- ✓ *Development and implementation of Health and Safety programs and plans*
- ✓ *EHS training program development and execution*
- ✓ *Industrial Hygiene/Occupational Exposure Assessments*

PROFESSIONAL OVERVIEW

Ms. Cindy Castillo has over 5 years of professional experience in EHS compliance in various industries and fields. Her expertise focuses on OSHA compliance through industrial hygiene occupational exposure assessments, compliance auditing, EHS program development and risk and hazard assessments. She supports the EHS Practice by providing Health and Safety technical support.

Cindy was part of the OSHA compliance auditing team that conducted OSHA Program audits of the Town Branch and West Hickman Wastewater Treatment Facilities and has worked with a variety of industries and manufacturing sectors, including automotive, chemical, Department of Defense, warehousing, and storage. Cindy is experienced with both OSHA General Industry and Construction standards. She has performed EHS compliance audits to evaluate and identify workplace compliance gaps and opportunities for improvement through hazard recognition, verification of EHS procedures and records review to regulatory compliance requirements, and evaluation of facility operations to required federal, state and local, EHS requirements as well as industry best management practices.

www.all4inc.com 502-254-0670 ccastillo@all4inc.com

ALL4

JASON MOORE
PROJECT ENGINEER

CREDENTIALS

- B.S., Chemical Engineering with Biomedical Engineering Minor, The Pennsylvania State University, 2022
- OSHA 40HR HAZWOPER Training

PROFESSIONAL EXPERIENCE

- **Project Engineer:** ALL4 LLC, Lexington, KY – July 2023 to Present
- **Staff Engineer:** ALL4 LLC, Lexington, KY – June 2022 to June 2023
- **Industrial Engineering Intern:** Carlisle Construction Materials, Carlisle, PA – May 2021 to April 2022

TECHNICAL EXPERTISE

- ✓ Major/Minor Source Air Permitting
- ✓ National Pollutant Discharge Elimination System (NPDES) Permitting and Reporting
- ✓ Semi-annual and Annual Compliance Reporting
- ✓ Emissions Inventory Development
- ✓ Prevention of Significant Deterioration (PSD) Applicability Analysis
- ✓ New Source Review (NSR) applicability analyses and permitting
- ✓ Air Emissions Modeling via Emission Master
- ✓ Toxic Release Inventory (TRI) Development and Reporting
- ✓ Industrial Hygiene (IH) Sampling
- ✓ Phase I Environmental Site Assessments
- ✓ Stormwater Pollution Prevention Plan (SWPPP) Development
- ✓ Spill Prevention Control and Countermeasure (SPCC) Plan Development
- ✓ Emergency Planning and Community Right-to-Know Act (EPCRA) Tier II Reporting
- ✓ Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) Reporting
- ✓ Stormwater and Groundwater Monitoring
- ✓ Multimedia Audits and Gap Evaluations for Environmental, Health, and Safety
- ✓ Environmental Remediation

PROFESSIONAL OVERVIEW

Jason Moore is a Project Engineer at ALL4 where he started after obtaining a Bachelor of Science in Chemical Engineering from The Pennsylvania State University in May 2022. While at Penn State, Mr. Moore was an active member of the university's American Institute of Chemical Engineers (AIChE).

Prior to working at ALL4, Mr. Moore served as an Industrial Engineering Intern at Carlisle Construction Materials in their EPDM rubber plant. Mr. Moore's projects included drafting and editing standard operating procedures (SOPs), facilitating the idea generation process, conducting hazard rating number (HRN) and ergonomic audits, and completing continuous improvement projects to increase plant throughput and reduce scrap amounts.

Since joining ALL4, Mr. Moore has assisted with the preparation and development of emissions inventories, air construction permit applications, semi-annual compliance reporting, New Source Review (NSR) and Prevention of Significant Deterioration (PSD) permitting, Toxic Release Inventories (TRI), Tier II reports, Stormwater Pollution Prevention Plan (SWPPP) and Spill Prevention, Control, and Countermeasure (SPCC) plan preparation, and Emissions modeling via Emission Master. Mr. Moore has completed projects in the following industries: distilled spirits, portland cement, chemical manufacturing, hospitals, food and beverage, military munitions manufacturing, hazardous waste recycling, automotive parts manufacturing, automotive parts recycling, pulp and paper, and other miscellaneous manufacturing facilities.

www.all4inc.com 859.785-0369 jmoore@all4inc.com

ALL4

WILLIAM SHANE
MANAGING CONSULTANT

CREDENTIALS

- M.S. Environmental Engineering, University of Cincinnati
- B.S. Civil Engineering, University of Kentucky
- Registered Professional Engineer: KY #29490; AL #39305; IN #PE12200114; OH #PE.87584

PROFESSIONAL EXPERIENCE

- **2020-Present**: ALL4, KY – Managing Consultant
- **2013-2020**: Smith Management Group – Environmental Engineer
- **2008-2013**: Kentucky Division of Water – Environmental Engineering Assistant III

TECHNICAL EXPERTISE

- ✓ Multimedia audits of industrial facilities and operations
- ✓ Prepare Clean Air Act (CAA) permit applications and Potential to Emit (PTE) emissions calculations for Title V, Synthetic Minor, Conditional Major, and Minor Sources subject to Standards of Performance for New Stationary Sources (NSPS) and National Emission Standards for Hazardous Air Pollutants (NESHAP); Prepare federal and state monitoring reports and emissions inventories
- ✓ Resource Conservation and Recovery Act (RCRA) Hazardous Waste and Special Waste permitting and reporting
- ✓ Prepare Clean Water Act (CWA) National Pollutant Discharge Elimination System (NPDES) wastewater discharge permit applications for industrial and municipal facilities; Technical and regulatory support for NPDES permit effluent limitations and monitoring requirements
- ✓ Emergency Planning and Community Right-to-Know Act (EPCRA) Tier II and Toxics Release Inventory (TRI) reporting
- ✓ Litigation support services
- ✓ Develop environmental compliance plans including Spill Prevention Control and Countermeasure (SPCC) Plans and Stormwater Pollution Prevention (SWPPP/SWP3) Plans
- ✓ Onsite extension support serving as member of industrial client's environmental staff

PROFESSIONAL OVERVIEW

William Shane is a Civil and Environmental Engineer with over 16 years of Consulting and Regulatory experience William's experience includes CAA permitting and reporting; CWA NPDES wastewater discharge permitting, reporting, and technical support for industrial facilities; RCRA Hazardous Waste and Special Waste permitting and reporting; multimedia auditing; EPCRA Tier II and Form R reporting; litigation support; and development of environmental compliance plans.

Prior to his work in consulting, William spent 5 years at the Kentucky Division of Water (KDOW) as a NPDES permit writer developing permits for industrial facilities, publicly owned treatment works, and sanitary discharges. While at KDOW, William performed state-wide inspections and audits of municipal pretreatment programs.

William is a licensed Professional Engineer (PE) in Kentucky, Alabama, Indiana, and Ohio.

www.all4inc.com 859-233-0123 wshane@all4inc.com

ALL4

JULIE TACCINO
MANAGING CONSULTANT

CREDENTIALS

- B.S., Chemical Engineering, Texas A&M University, 2012
- Licensed professional engineer: TX

PROFESSIONAL EXPERIENCE

- **2021-Present:** ALL4 LLC – Managing Consultant
- **2012-2021:** URS Corporation/AECOM, Houston, TX – Air Quality Consultant/Project Manager

TECHNICAL EXPERTISE

- ✓ Compliance Task content creation based on permit and regulatory requirements
- ✓ Implement air emission calculations in digital solutions
- ✓ Implement compliance tasks in digital solutions
- ✓ Leading client workshops to review business rules and content
- ✓ EHS Requirement Gathering
- ✓ Training clients on using digital solutions
- ✓ Ongoing support for digital solutions
- ✓ Develop client business rules for digital solutions
- ✓ Experience with Enablon Implementation, specifically MOC, Action Plans and RCM Modules
- ✓ Experience with other EMIS systems implementation

PROFESSIONAL OVERVIEW

Ms. Julie Taccino is a professional engineer with over 9 years of experience in digital solutions and air quality permitting. She has supported clients in the chemicals and oil and gas industries with MIS configuration, air regulatory content for compliance tasking, and project management. She has supported implementations with various MIS tools including Enablon for over four years and using legacy data from other software systems and permit calculations as a basis.

Ms. Taccino has supported Enablon implementations for the MOC, Action Plans, and RCM modules. She has assisted clients in EMIS implementations with client training, testing support, legacy data mapping and cleansing, assessing emission calculations, and validating emission calculation systems. Ms. Taccino has extensive experience with deconstructing permits and creating compliance tasks for air permits and regulations, with some experience in multimedia compliance tasking.

Ms. Taccino has also managed and provided technical expertise for Texas air permitting for chemicals clients. She has supported a new unit at an existing chemical plant in a nonattainment area from Nonattainment NSR permitting through Title V permitting and with ongoing compliance and permitting needs. Ms. Taccino has developed emission calculations for chemical clients for new sources based on vendor data, emission factors, and client information. She has provided compliance support for emission inventories using calculation workbooks and onsite compliance support including deviation reporting and creating compliance tools to track compliance obligations.

Attachment B - Reference Projects

RELEVANT PROJECT EXPERIENCE OF ALL4 AND PROJECT TEAM FOR RFP # 31-2024 – OSHA COMPLIANCE PROGRAM MANAGER

Project Type:	Multiple Year BPA Contract for Conducting Health Hazard Assessments & OSHA compliance audits at National Guard Facilities in a 16 State Region	**ALL4 Project No.:** 01329	Year or Years Completed: 2012 - 2022

Project Description:

ALL4 conducted Health Hazard Assessments and OSHA compliance audits of National Guard facilities (16 States-Region South). Services included health & safety regulatory compliance, testing and analysis of potential physical, chemical, and biological hazards, conducting chemical inventories and assessing potential hazards.
Responsible for overall project management, conducting assessments and preparing a report of findings for each facility assigned.

ALL4 Project Manager: Kevin Chaplin

Contract Amount: $50,000 to $75,000 Annually

Project Location: Multiple States

Client Contact:
Rodney J. Hamm
NGB Region SE, IH Office
510 Plaza Drive, Suite 1530
College Park, GA 30349
Office: (678) 569-9214

RELEVANT PROJECT EXPERIENCE OF ALL4 AND PROJECT TEAM FOR RFP # 31-2024 – OSHA COMPLIANCE PROGRAM MANAGER

Project Type:	Large Craft Brewery OSHA Compliance Assessments and Safety Evaluations.	**ALL4 Project No.:** 01888	Year or Years Completed: 2022-2023

Project Description:

ALL4 reviewed each facility's written safety programs and policies and observed production activities and operations. ALL4 conducted site observations, conducted management and employee interviews, evaluated health and safety training, and assessed the overall program implementation looking for potential gaps and areas of improvement.
ALL4 reviewed program/policy responsibilities and assess accountability structure for program implementation.
ALL4 reviewed hazard assessment documentation to see if there are potential gaps in the identification of facility hazards with regards to employee exposures (e.g., air contaminants or noise).

ALL4 Project Manager: Victoria Sparks, ASP

Contract Amount: $50,000

Project Location: PA & OH

Client Contact:
Confidential Client

RELEVANT PROJECT EXPERIENCE OF ALL4 AND PROJECT TEAM FOR RFP # 31-2024 – OSHA COMPLIANCE PROGRAM MANAGER

Project Type:	LFUCG-Division of Water Quality OSHA Compliance Auditing of the Town Branch and West Hickman Wastewater Treatment Plants and Health & Safety Program Development and Implementation support.	**ALL4 Project No.:** 001284	Year or Years Completed: 2017-2024

Project Description:

ALL4 reviewed LFUCG's standard written safety programs and policies for all Divisions and developed site-specific documents for key OSHA written programs for the two Wastewater Treatment facilities. ALL4 conducted site observations, evaluated health and safety training, and assessed the overall program implementation. ALL4 conducted hazard assessments, confined space inventories and industrial hygiene sampling. OSHA compliance audits were focused on looking for potential gaps and areas of improvement as well as assisting the facilities in implementing corrective measures.
ALL4 Project Manager: Kevin Chaplin

Contract Amount: Average of $85,000 to $90,000 Annually plus subcontracting electrical safety services for approximately $200,000 annually.

Project Location: Lexington, KY

Client Contact:
Robin Wright – DOWQ Safety Manager (Retired 2023)
DeShaun Bailey, Safety Specialist
859-425-2419; jbailey@lexingtonky.gov

RELEVANT PROJECT EXPERIENCE OF ALL4 AND PROJECT TEAM FOR RFP # 31-2024 – OSHA COMPLIANCE PROGRAM MANAGER

Project Type:	GE Appliances Environmental and OSHA Compliance Auditing of GE Appliance Manufacturing Facilities in Six States	**ALL4 Project No.:** 001667	Year or Years Completed: 2022

Project Description:

ALL4 health and safety personnel conducted 3rd Party environmental and health and safety audits of 12 facilities located in six states. The purpose of the audits was to verify and review site-level regulatory required inspections and to verify required corrective measures had been completed according to internal directives. ALL4 conducted site observations, evaluated health and safety training documentation, and reviewed internal safety policies. The OSHA compliance audits were focused on looking for potential gaps and areas of improvement as well as assisting the facilities in tracking required corrective measures.

ALL4 Project Manager: Kevin Chaplin

Contract Amount: $150,000

Project Location: Louisville, KY, GA, AL, TN, IN, SC

Client Contact:
Molly Hopper
Global EHS Compliance Assurance and Digital Technology Leader
GE Appliances, a Haier company
Phone: 731-434-5092
Email: molly.hopper@geappliances.com

RELEVANT PROJECT EXPERIENCE OF ALL4 AND PROJECT TEAM FOR RFP # 31-2024 – OSHA COMPLIANCE PROGRAM MANAGER

Project Type:	Advanced Materials & Catalyst Company Environmental, Health and Safety Compliance Auditing and Risk Evaluations	**ALL4 Project No.: 002120**	Year or Years Completed: 2023

Project Description:

ALL4 health and safety personnel conducted 3rd Party environmental and health and safety audits focused on the following criteria:
The organization's compliance with applicable health, safety, environmental, and facility security laws, regulations, and other legal requirements;
The organization's compliance with applicable company health, safety, and environmental (HSE) requirements; and
The potential for uncontrolled or insufficiently controlled significant HSE risks
ALL4 Project Manager: Victoria Sparks

Contract Amount: $100,000

Project Location: IN, TX

Client Contact:
Confidential

Attachment C – ALL4 Scope of Work and Costs

Anticipated Scope of Work

The primary goal and objective of this project is to provide the necessary professional services to review current safety policies, procedures, and record keeping to facilitate compliance with all state and federal workplace safety requirements and regulations. It is ALL4's understanding through prior experience with this contract and based on the current scope of work that our services will include the following key tasks:

Review and update as necessary all written safety program documents to incorporate potential regulatory changes or updates through the course of the contract period. Recommendations for improvement or revisions to the programs will be finalized with the Division of Water Quality.

- ALL4 will provide support in the development and implementation of safety programs and assist with analyzing and evaluating applicable leading indicators.
- ALL4 will provide support for staff training and training program development.
- ALL4 will conduct Annual OSHA compliance audits of WWTP operations and programs as well as designated operational groups such as pump stations and sewer line maintenance groups.
- Provide safety consultations and support for any designated WWTP projects arising during the contract period.
- ALL4 will provide an annual evaluation of any critical OSHA programs that require attention through the course of the contract period.
- ALL4 will assist plant management and staff with OSHA documentation compliance at both treatment plants.
- Provide status reports and open communication with the Division of Water Quality and their appropriate safety representatives.

Document Management/Sharing ?

ALL4 • info@all4inc.com • www.all4inc.com

STRATEGY WITH SOLUTION. PARTNERSHIP WITH A PURPOSE.

Estimated Cost and Hours LFUCG-DOWQ FY25		
Task	**Estimated Hours**	**Estimated Cost [1, 2]**
Review/Update Safety Documents	90	$18,000
Develop & Implement Safety Programs Compliance	80	$15,000
Site Reviews & Safety Analysis of WWTP Projects	80	$15,000
Annual OSHA Program Review	100	$20,000
OSHA Documentation Compliance Assistance for Plant Manager	60	$12,000
Estimated Annual Contract Amount (Total)	410	$80,000

[1] Estimated cost will vary with each task based on how much emphasis will be placed on each task by the Division of Water Quality Safety Manager as project work progresses.

[2] The attached billing rates provided are by position / category. ALL4 will primarily be utilizing the following positions for the work outlined above under the estimate of costs and hours:

Senior Managing Consultant
Technical Manager
Managing Consultant
Project Engineer
Consulting Scientist
Administrative

Additional postions may be utilized on the project to support any particular scope of work requested by the client as it pertains to the primary tasks listed above.

ALL4 BILLING RATES

Classification	Billing Rate ($/HR)
Technical Director	$215 – 290
Directing Consultant	$255 – 290
Senior Technical Manager	$215 – 290
Senior Managing Consultant	$200 – 275
Technical Manager	$160 – 235
Managing Consultant	$160 – 275
Consulting Engineer/Scientist	$150 – 205
Project Engineer/Scientist	$130 –185
Staff Engineer/Scientist	$120 – 180
Lead Implementation Consultant	$240 – 290
Senior Implementation Consultant	$200 – 235
Implementation Consultant I	$165 – 195
Implementation Consultant II	$175 – 205
Associate Implementation Consultant	$150 – 170
Executive	$285 – 305
Administrative/OH	$80 – 165
Expert Testimony/Litigation Support***	1.5 × Applicable Billing Rate
Reimbursable Expenses	**Cost***
Mileage	Federal Rate**
Project External Expenses	Cost
Sub-consultant	Cost plus 10%

** ALL4 DOES NOT charge separately for internal expenses such as computer use, phone use, cellular phone use, etc. All charges are as represented in our billing rates.*

*** Mileage based on the current federal reimbursement rate at the time services provided.*

**** For Expert Testimony/Litigation Support, ALL4 personnel working on that project will be charged at that employee's applicable billing rate multiplied by 1.5.*

EXHIBIT D

FURTHER DESCRIPTION OF BASIC ENGINEERING SERVICES AND RELATED MATTERS

ALL4 AFFIRMATIVE ACTION PLAN (DIVERSITY, EQUITY, AND INCLUSION)

ALL4, LLC

DEI Information for RFPs

Diversity Policy

We encourage and welcome diversity, recognizing it as a key competitive advantage. The value of different backgrounds and perspectives should not be overlooked. Having a diverse workforce assists us in looking at all situations from a variety of angles and encourages the development of innovative ideas and solutions. Embracing and understanding what each employee's background and perspective can contribute gives us a competitive edge.

Some types of diversity are as follows:

- Life experience
- Work experience
- Perspective
- Culture
- Ethnicity
- Gender
- Age

Respecting each individual and recognizing the value that we each bring to our team is essential. By creating a supportive environment that allows everyone to perform to his or her potential, we achieve success.

About Our Internal Efforts (ALL4 IDEA)

We believe an inclusive environment fosters both personal and professional growth. That's why at ALL4, our mission is to create a workplace where everyone feels encouraged and supported in being their authentic selves. Our varied experiences prepare us to tackle any challenge that comes our way. Our Inclusion, Diversity, Equity, and Accessibility (IDEA) group was formed to support ALL4's commitment to building an inclusive culture where diversity is welcomed and celebrated; where everyone feels encouraged and supported in being their authentic selves; and where transparency and honest communication drives our daily interactions.

Inclusion
Diversity
Equity
Accessibility

ALL4

ALL4 IDEA is an action-based committee focused on Inclusion, Diversity, Equity, and Accessibility at ALL4. We strive to create an environment where all employees feel valued, respected, and included, regardless of their background, identity, or abilities. Our work is essential in promoting an inclusive culture of diversity, equity, and accessibility throughout the organization. The group meets monthly and is overseen by our Diversity Coordinator, Stephanie Thomas.

Key Terms

Inclusion: A dynamic state where individuals and groups feel safe, respected, engaged, motivated, and valued for who they are and for their contributions to organizational and societal goals.

Diversity: The differences – both visible and invisible – within a group or among groups of people. These differences can include, but are not limited to, differences in gender, gender identity and expression, ethnicity, race, native or Indigenous origins, age, generation, sexual orientation, culture, religion, belief systems, marital status, parental status, socioeconomic status, appearance, language and accent, disability, mental health, education, geography, nationality, work style, work experience, job role and function, thinking style, and personality type. Note that while a group can be diverse, an individual is not "diverse."

Equity: When all people have full and unbiased access to livelihood, education, participation in the political and cultural community, and other societal benefits. Equity recognizes our interdependence and uses our collective power to create an environment where we all thrive and contribute our strengths.

Accessibility: The design of environments, products, devices, and services so that people of various abilities can use them with ease, without faulting individuals for the ways in which they are different and instead emphasizing the rights of individuals with differences to be full and participating members of society.

*Note that these definitions are from Minal Bopaiah's book, *Equity*

What We Do

Awareness Campaigns: ALL4 IDEA organizes awareness campaigns throughout the year to educate employees about different aspects of inclusion, diversity, equity, and accessibility. These campaigns may include guest speaker events and interactive discussions as well as communications in the ALL4 Digest and Monday Morning Meeting.

Book Club: ALL4 IDEA hosts a quarterly book club in which all employees are welcome to participate. We will have conversations about these readings and examples of books to-date include:

- *Equity: How to Design Organizations Where Everyone Thrives* by Minal Bopaiah
- *Inclusify: The Power of Uniqueness and Belonging to Build Innovative Teams* by Stefanie K. Johnson, PhD

Employee Resource Groups: ALL4 IDEA supports and collaborates with Employee Resource Groups (ERGs), which are voluntary, employee-led groups whose aim is to foster a diverse, inclusive workplace aligned with the organizations they serve. ERGs are usually led and participated in by employees who share a characteristic, whether it's gender, ethnicity, lifestyle, or interest. The groups exist to provide support and help in personal or career development and to create a safe space where employees can bring their whole selves to the table. Allies may also be invited to join the ERG to support their colleagues.

Recruitment and Hiring Initiatives: ALL4 IDEA actively participates in efforts to enhance diversity in the recruitment and hiring process. We identify strategies for attracting a wider pool of candidates from diverse backgrounds and ensure that the interview and selection process is equitable and unbiased.

Training and Development: The group collaborates with the Talent Development team to develop and deliver training programs that foster a culture of inclusion and provide employees with the necessary tools and knowledge to promote an equitable and accessible workplace.

Professional Partnership

DAIS Partners, led by Jordan Steffy and Denis Sison, serves as a trusted advisor and valuable resource for ALL4, offering ongoing support and consultation on matters related to Diversity, Equity, and Inclusion (DEI). Their approach focuses on the business benefits that DEI can bring, such as growth, creativity, innovation, improved job acceptance rates, enhanced reputation, and Return on Investment (ROI).

One of the distinctive features of DAIS Partners is their commitment to providing a safe learning environment. They promote a culture of 'no blaming and no shaming', creating a space where individuals feel comfortable and empowered to learn, make mistakes, grow, and engage in constructive dialogue.

Through our partnership with DAIS Partners, ALL4 gains access to specialized knowledge and expertise in DEI. This enables the organization to accelerate its progress in fostering a more inclusive and equitable workplace. With the guidance and support of DAIS Partners, ALL4 can navigate the complexities of DEI implementation, leverage the benefits of diversity, and ensure that their efforts align with their organizational goals and values.

ATTACHMENT 2
BLANK TASK ORDER

LFUCG TASK ORDER NO.
UNDER LFUCG AGREEMENT WITH _____ FOR

RFP 31-2024 FOR Professional Services- OSHA Compliance Program Management

	CONSULTANT	OWNER
Name		Lexington Fayette Urban County Government
Street Address		200 East Main Street
City, State, Zip		Lexington, KY 40507
Contact Person		
Telephone		
Fax		
E-Mail		

Task Order Date: _____ **Task Name:** _____

Task ID: _____

SCOPE OF WORK/DELIVERABLES

SCHEDULE OF WORK

FEE

ACCEPTED BY:

Consultant's Authorized Signature

Date Signed

AUTHORIZED BY:

Owner's Authorized Signature

Date Signed

EXHIBIT B

CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/4/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
IMA, Inc. - Colorado
1705 17th Street, Suite 100
Denver CO 80202

CONTACT NAME: IMA Denver Team
PHONE (A/C, No, Ext): 303-534-4567 **FAX (A/C, No):**
E-MAIL ADDRESS: DenAccountTechs@imacorp.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Valley Forge Insurance Company	20508
INSURER B : Admiral Insurance Company	24856
INSURER C : American Casualty Company of Reading,	20427
INSURER D :	
INSURER E :	
INSURER F :	

INSURED ALL4LLC-01
All4, LLC
2393 Kimberton Rd.
PO Box 299
Kimberton PA 19442

COVERAGES **CERTIFICATE NUMBER:** 874214078 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY			FEIECC3547301	6/1/2024	6/1/2025	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X Ded: $2,500						MED EXP (Any one person)	$ 25,000
	X Ded: Per Occur						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			BAU7039627142	6/1/2024	6/1/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / X HIRED AUTOS ONLY / X SCHEDULED AUTOS / X NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB X OCCUR			FEIEXS4527301	6/1/2024	6/1/2025	EACH OCCURRENCE	$ 7,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 7,000,000
	DED X RETENTION $ 25,000							$
A C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) Y / N: N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			7039627187 (CA) 7039635970	6/1/2024 6/1/2024	6/1/2025 6/1/2025	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Pollution Liability Coverage			FEIECC3547301	6/1/2024	6/1/2025	Each Occurrence Aggregate Per Condition Ded.	$1,000,000 $2,000,000 $25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Professional Liability Coverage: Policy #FEIECC3547301
Effective Dates: 06/01/2024-06/01/2025 Insurer B: See Above
$1,000,000 Per Claim; $2,000,000 Aggregate
$25,000 Deductible; Retro Date: 03/25/2020

See Attached...

CERTIFICATE HOLDER

Lexington Fayette Urban County Government
Divison of Water Quality
125 Lisle Industrial Ave. Suite 180
Lexington KY 40511

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Brenda Vincent

© 1988-2015 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: ALL4LLC-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
IMA, Inc. - Colorado	All4, LLC 2393 Kimberton Rd. PO Box 299 Kimberton PA 19442
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Cyber Liability Coverage: Policy #CYB-108011987-00
Effective Dates: 06/01/2024-06/01/2025 Insurer: Accredited Surety and Casualty Company, Inc.
$2,000,000 Per Claim; $2,000,000 Aggregate; $10,000 Retention

The Excess coverage pertaining to the Professional Liability has a sublimit of $5,000,000.

Certificate Holder(s) is included as Additional Insured on the General Liability, Automobile Liability, and Umbrella Liability policies, if required by written contract or agreement subject to the policy terms and conditions. A Waiver of Subrogation is provided in favor of the Additional Insureds on the General Liability, Automobile Liability, Workers Compensation, and Umbrella Liability policies if required by written contract or agreement, subject to the policy terms and conditions. This Insurance is Primary & Non-Contributory on the General Liability, Automobile Liability and Umbrella Liability policies subject to the policy terms and conditions. The Excess Liability policy is excess of the Pollution Liability, Professional Liability, General Liability, Automobile Liability, and Employers Liability.

Additional Insureds Include: Lexington-Fayette Urban County Government

© 2008 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

EXHIBIT C

PROPOSAL OF ENGINEERING SERVICES

AND RELATED MATTERS

ALL4 // OSHA COMPLIANCE

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
RFP #31-2024 OSHA COMPLIANCE PROGRAM MANAGEMENT

INTRODUCTION

ALL4 LLC (ALL4) understands that Lexington-Fayette Urban County Government (LFUCG) is seeking a qualified firm to partner with the Division of Water Quality to perform and maintain Occupational Safety and Health Administration (OSHA) compliance with state and federal requirements. An overview of ALL4's qualifications to complete this consulting work is presented below and the remainder of this letter is organized as follows:

- About ALL4
- Relevant ALL4 Experience
- Project Management
- Attachment A – Key ALL4 Team Profiles
- Attachment B – Reference Projects
- Attachment C – ALL4 Scope of Work and Cost
- Attachment D – Required Forms
    - Certificate of Insurance
    - Exhibit 1
    - Workforce Analysis Form
    - Affidavit
    - Equal Opportunity Agreement
    - General Provisions
    - Engineering Services Agreement (not included due to number of pages – To be signed upon award of bid.)

ABOUT ALL4

ALL4 is a nationally recognized environmental, health and safety consulting company that specializes in multiple areas of environmental and safety compliance. We have the resources and expertise of a large firm with the flexibility of a small business. As a result, we can provide customized solutions for our clients, anchored by a commitment to transparency and communication every step of the way.

ALL4 was founded in 2002, has offices in Kentucky, California, Washington, Georgia, Pennsylvania, North Carolina, Texas, and Washington, DC, and has regional support staff located in additional states. We currently employ over 250 environmental professionals with a variety of experience in the consulting, industry, and regulatory arenas.

We work with a diverse client base from family-owned operations to multi-national Fortune 500 companies, on both the corporate and facility levels. Our customers' businesses represent various industries such as government, automotive manufacturers, specialty manufacturing chemicals, power, pulp and paper, consumer goods, healthcare, pharmaceutical, cement, iron and steel, food and beverage manufacturing, and more.

RELEVANT ALL4 EXPERIENCE

ALL4 realizes LFUCG has choices when selecting a partner to support their OSHA compliance program. ALL4 is highly qualified and believe we are LFUCG's best choice based on the following:

- Extensive history of developing and maintaining OSHA compliance programs in various industries and facilities including both Town Branch and West Hickman wastewater treatment plants under previous LFUCG-DOWQ Task Orders;
- Familiarity with the OSHA regulations applicable to LFUCG;
- Robust technical expertise in state and federal OSHA compliance;
- ALL4's bench strength of consultants who have worked with LFUCG on OSHA compliance for 5+ years;
- Our well-established quality assurance process assures the work products we develop are complete, accurate, and accommodate client project schedules.

The following subsections highlight both ALL4's experience with LFUCG as well as our **Health and Safety compliance** experience, which we believe make ALL4 the best choice when selecting a partner.

Relationship with LFUCG and Related Health & Safety Experience:

ALL4 staff have been helping to maintain compliance with the state and federal OSHA regulations for LFUCG and the Division of Water Quality since 2015. ALL4's experience and capabilities in the health and safety realm include, but our not limited to:

1. Compliance Audits
2. Customized Training (e.g., OSHA 30 Hour & 10 Hour General Industry)
3. Standard Operating Procedure Development
4. Accident Investigation Support
5. Safety Program Development and Implementation Support
6. Job Hazard Analysis
7. Fire Code / Building Code
8. Qualitative and Quantitative Exposure Assessments
9. Noise Assessments
10. Ergonomics Assessment

For a list of representative clients and similar projects ALL4 has completed work for, please see Attachment B below.

PROJECT MANAGEMENT

Consistent with ALL4's project management philosophy, the Project will be managed by Kevin Chaplin who will be the primary point of contact for LFUCG throughout the entirety of this Project. The Project Manager will have the overall responsibility for the Project schedule, budget, Project tasks, and deliverables and will provide routine, consistent communications to LFUCG via email or phone calls detailing Project progress, current or anticipated issues, and status regarding schedule and budget. Representative project team profiles are included in Attachment A below.

LEARN MORE ABOUT ALL4

We encourage you to learn more about ALL4 at www.all4inc.com. Our website further defines our four service areas: Air, EHS, Environmental, Social, & Governance (ESG), and Digital Solutions. Our website provides readers with regulatory and technical resources, shares ALL4 and regulatory news, introduces you to ALL4 staff (both professionally and personally), and shares ALL4 events. We are firm believers in keeping our clients up to speed on the latest regulatory happenings and invite you to sign up for ALL4's ***4 The Record*** e-newsletter.

Should you have any questions related to ALL4's proposal, please feel free to contact me at (610) 422-1103 or email me at dross@all4inc.com.

Attachments:

Attachment A – Key ALL4 Team Profiles

Attachment B – Reference Projects

Attachment C – ALL4 Scope of Work and Cost

Attachment D – Required Forms

Attachment A – Key ALL4 Team Profiles

RFP #31-2024 OSHA Compliance Program Management - Project Team



STRATEGY WITH SOLUTION. PARTNERSHIP WITH A PURPOSE.

ALL4

ALL4

KEVIN M. CHAPLIN
SENIOR MANAGING CONSULTANT

CREDENTIALS

- B.S. Environmental Sciences, Morehead State University, 1983
- Former OSHA Outreach Trainer
- EPA Licensed Asbestos Abatement Project Designer, Annual Renewal
- EPA Licensed Asbestos Building Inspector, Annual Renewal
- Former NIOSH 7400 Course Instructor
- Former Safety Committee Board Member, KY Assoc. of General Contractors

PROFESSIONAL EXPERIENCE

- 2020-Present: ALL4, LLC, KY- Sr. Managing Consultant; Corporate Safety Officer
- 2005-2020: SMG, KY- Louisville Manager / Sr. Industrial Hygienist
- 1995-2005: SMG, KY- Sr. Project Manager / Industrial Hygienist
- 1992-1995: McCoy & McCoy, Inc, KY- Louisville Branch Manager
- 1987-1992: Analytical Management, Inc. (AMI), KY- Louisville Director of Field Services
- 1984-1987: AMI, KY- Project Manager

PROFESSIONAL MEMBERSHIPS

- American Conference of Governmental Industrial Hygienists (ACGIH)
- American Industrial Hygiene Association (AIHA)
- American Society of Safety Professionals (ASSP)

TECHNICAL EXPERTISE

- ✓ OSHA safety program development and management support.
- ✓ OSHA Compliance and Environmental, Health & Safety Management Audits
- ✓ OSHA Compliance & Citation Support
- ✓ Design and Conduct Chemical Exposure Assessments for Manufacturing and Industrial Facilities
- ✓ Developed Hazardous Material Information System (HMIS) including Toxicological Profiles and Employee Task Analyses for Large Paint Manufacturing Company
- ✓ Workmen's Compensation/ Accident Investigation Litigation Support
- ✓ Develop, conduct, and provide oversight on Indoor Air Quality Evaluations
- ✓ Conduct Infection Control Risk Assessments and Develop Associated Hospital Testing Programs for Construction Projects
- ✓ Design and Conduct Hazardous Material Investigations for Asbestos, Mold, Lead-Based Paint, and PCB's
- ✓ Conducts Facility Hazard Assessments for PPE Determinations
- ✓ Perform Facility Mold Evaluations, Bioaerosol Testing and Remediation Design
- ✓ Combustible Dust Hazard Assessment / Remediation Design & Testing

PROFESSIONAL OVERVIEW

Kevin Chaplin has more than 37 years of experience in Environmental, Health and Safety Consulting. He regularly provides Industrial Hygiene and OSHA Compliance services for clients including Safety Program and Policy Development, OSHA Compliance Audits, Chemical Exposure Assessments, Health Hazard Evaluations, Hazardous Material Investigations, Litigation Support and the development of Site Safety and Health plans for Hazardous Waste sites.

Kevin has worked with a variety of Industries and Manufacturing Sectors, Government Municipalities, Educational Institutions, Hospitals, and the Military.

Kevin is experienced with both OSHA General Industry and Construction Standards and has represented clients in OSHA Informal Conferences and Negotiations.

www.all4inc.com 602.254.0670 kchaplin@all4inc.com

ALL4

KEVIN M. CHAPLIN
SENIOR MANAGING CONSULTANT

PROJECT HISTORY

Served as Client Manager for large municipality to assist client in re-writing Divisional Health and Safety Policies and OSHA compliance programs. *Designed and conducted OSHA compliance audits and oversaw the organization and execution of facility hazard assessments, occupational exposure assessments and safety training.*

Client and Project Manager for developing safety programs and implementation at a specialized manufacturing facility *Prior to the client operating a new production facility my team developed facility specific health and safety policies and OSHA compliance programs. Oversaw the organization and implementation of the facility's safety committee, program development and safety training prior to the facility hiring full time health and safety staff.*

Client and Project Manager for a Fortune 100 global manufacturing company conducting industrial hygiene chemical exposure assessments and safety consulting for 10-15 facilities in the U.S. and Canada. *Reviewed facility processes and exposure pathways and developed site-specific sampling protocols. Provided OSHA compliance support and health and safety consultation. Coordinated industrial hygiene laboratory methods and procedures, reviewed sampling data and prepared final reports for the Corporate Environmental, Health and Safety Director and the V.P. of Human Resources.*

Client and Project Manager for a Fortune 100 global manufacturing company conducting OSHA Compliance Auditing. *Provided OSHA compliance auditing and health and safety consultation for multiple manufacturing facilities in multiple States. Prepared compliance spreadsheets including action items for the Corporate Environmental, Health and Safety team and client counsel.*

Client and Project Manager for a large Wastewater Treatment Plant combustible dust testing and remediation project. *Designed and provided testing and project oversight for a Biosolids Plant combustible dust clean-up and fugitive emissions review of process equipment. Prepared clean-up bid specifications and assisted the client with the contractor selection process. Prepared an Operations & Maintenance Program for combustible dust awareness and facility housekeeping.*

Designed and conducted numerous Indoor Air Quality (IAQ) investigations and evaluations of hospital environments, commercial office buildings and manufacturing facilities. *Provided Microbiological and IAQ services for the owner of a high-rise office complex in Louisville, KY. Services include the development of a Microbial Prevention and Control Plan for on-going maintenance operations. Conducted facility inspections for mold contamination, bioaerosol sampling, technical information seminars for tenants and general facility response requests pertaining to indoor air quality and potential microbial health issues.*

Client Manager for a regional hospital network responsible for testing and assessment of infection control protocols and containment measures. Sr. Industrial Hygienist to determine their effectiveness in preventing particle migration from areas of active construction into high-risk patient areas. *Multi-year, multi-million-dollar construction project requiring on-going client consultation, testing data review and site evaluations.*

Developed and conducted an asbestos ambient air monitoring program in the largest school district in the State of Kentucky. Industrial Hygienist. Have conducted hazardous material building surveys, abatement oversight and asbestos hazard assessments in numerous facility types including high rise offices, manufacturing plants, industrial facilities, commercial properties, and Government military installations. *Client manager for a fortune 100 company charged with conducting facility asbestos assessments and abatement management/oversight for each of eight U.S. manufacturing facilities. Provided U.S. regulatory guidance to Corporate Executives in Germany and U.S. regional management.*

Provided oversight and pre-renovation hazardous materials investigation of a public university facility built in 1903 as part of a Historic Revitalization Project. Sr. Industrial Hygienist. *Project oversight and execution included asbestos, mold, lead-based paint and universal waste inspections and inventories as well as waste classification support. Oversaw the preparation of inspection reports and cost estimates for abatement of contaminated building materials.*

or identified hazardous waste. Provided regulatory oversight and developed plans and specifications in conjunction with Architect and Engineering Design group for abatement of hazardous materials. Services for the large University also included Pre-renovation, Pre-Demolition Hazardous Material Investigation of eleven (11) buildings including two (2) 23-Story dormitories.

Successfully developed lockout/tagout procedures and a confined space program for a Pennsylvania manufacturing facility under an OSHA directive deadline, Industrial Hygienist; *In conducting this work my team was able to eliminate the cost of confined space emergency rescue training to employees by declassifying permit-required confined spaces to non-permit required confined spaces under specific OSHA guidelines and interpretations.*

As a project manager, assisted a Rail and Barge client under regulatory mandate to completely revamp their Health & Safety Management Programs and OSHA Compliance Programs for a coal rail yard and barge loading and unloading facility on the Ohio River. *Provided a site industrial hygienist at the facility for a period of 6 months with substantial project management support to create new programs for all required OSHA standards applicable to the facility. The project included written programs, training and a management system designed to enable the facility to stay up to speed on training, recordkeeping and compliance requirements.*

Developed and provided oversight for an OSHA compliance audit of one of the world's largest suppliers of heating, ventilating and air-conditioning equipment for the building management industry. *Conducted a wall to wall OSHA compliance audit as well as review and revision of all written safety programs for a 700,000 square foot manufacturing facility. Oversaw preparation of a detailed spreadsheet indicating each process area, applicable standards, current compliance status and recommended improvements for each of the designated areas within the facility*

Client and Project Manager for Federal Contract to provide Health Hazard and Industrial Hygiene evaluations of National Guard facilities in a 17-State region. Sr. Industrial Hygienist *Developed and conducted industrial hygiene sampling parameters for noise, ventilation and chemical/physical hazards identified at the facilities. Conducted audits of chemical inventory procedures, SDS management and safety training policies and documentation*

EXPERT WITNESS TESTIMONY

2018, Retained by Ferreri Partners, PLLC in James L. Huddleston v. Melson Roofing, Inc.; Workmen's Compensation Case; Provided review of KY OSHA Notice of Violation and Plaintiff's Deposition. Provided summary review for client and provided deposition.

2002, Retained by Landrum & Shouse, LLP in Home of the Innocents v. ETI-Corradino; Asbestos Inspection and Licensing Case, Reviewed Field sampling documents, report and scope of work/contract and provided case opinion with facts to support. Deposition not required/Case Settled in Client's favor.

LITIGATION SUPPORT

As an Industrial Hygienist and health and safety professional with 30 years of experience, Kevin has worked with law firms providing litigation support through document and/or data review, confidential confirmatory environmental testing or providing case review opinions and supporting facts/documentation. These projects through Counsel include but are not limited to:

- *Review of proposed protocol for air exchange rate testing in a Wal-Mart Distribution facility with previous potential carbon monoxide exposures*
- *Confidential testing and reporting of microbiological data and information obtained for Counsel on Distillery case involving facility migration of microbiological contamination.*
- *Litigation support for Counsel on Bloodborne Pathogens case involving a large public transit company and occupational exposure risks to employees. Provided OSHA compliance interpretations and policy review*

ALL4

VICTORIA SPARKS
MANAGING CONSULTANT

CREDENTIALS

- M.S. Occupational Safety, Security and Emergency Management, Eastern Kentucky University
- B.S. Environmental Health Science, Eastern Kentucky University
- ALL4 EHS Practice, Health and Safety Technical Lead
- Associate Safety Professional: ASP-37980

PROFESSIONAL EXPERIENCE

- 2022 – Present: ALL4LLC, Lexington, KY – Managing Consultant
- 2019 – 2022: Dana Inc, Danville, KY – EHSS Manager
- 2018 – 2019: Dana Inc, Maumee, OH – Regional Environmental Manager
- 2017 – 2018: Yanfeng, Louisville, KY – EHS Manager
- 2015 – 2017: Parsons, Richmond, KY – Environmental Technician

TECHNICAL EXPERTISE

- ✓ OSHA Compliance and EHS Management System Audits
- ✓ ISO 14001 and 45001 program development and auditing
- ✓ Development and implementation of Health and Safety programs and plans
- ✓ Integrated Contingency and Emergency Response Plan development and training
- ✓ EHS training program development and execution
- ✓ Industrial Hygiene/Occupational Exposure Assessments
- Risk assessments
- ✓ CWA compliance reporting, response plans and sampling
- ✓ SWPPP implementation
- ✓ SPCC Plans
- ✓ Title V permit application development and negotiation
- ✓ Annual/semi-annual compliance and emissions reporting
- ✓ GHG emissions inventories and reporting
- ✓ Air Quality/Title V Permitting and Compliance
- ✓ RCRA program support and reporting
- ✓ EPCRA reporting

PROFESSIONAL OVERVIEW

Ms. Victoria Sparks has over 10 years of professional experience in diverse EHS compliance in various industries and fields. Her expertise spans across environmental multi-media such as hazardous waste, air permitting, stormwater, chemical reporting and management, as well as OSHA compliance through industrial hygiene occupational exposure assessments, compliance auditing, EHS program development, risk and hazard assessments, emergency preparedness planning, prevention, and response. She supports the EHS Practice as the Health and Safety Technical Lead tracking new developments and rulemaking that may affect ALL4 clients

Victoria has worked with a variety of industries and manufacturing sectors, including automotive, chemical, Department of Defense, health and beauty care, lamination, food and beverage, universities, hospitals, warehousing, and storage. Victoria is experienced with both OSHA General Industry and Construction standards. She has performed EHS compliance audits to evaluate and identify workplace compliance gaps and opportunities for improvement through hazard recognition, verification of EHS procedures and records review to regulatory compliance requirements, and evaluation of facility operations to required federal, state and local, EHS requirements as well as industry best management practices.

She has developed, maintained, and audited EHS Management Systems to the ISO 14001 and 45001 standards for various industries. She is lead auditor certified for both ISO 14001 and 45001. She has been focused on EHS program development, implementation, training, auditing, reporting in several states including; Alabama, California, Iowa, Illinois, Indiana, Kentucky, Louisiana, Michigan, Ohio, Pennsylvania, South Carolina, Tennessee, Texas, and Virginia, and project management.

www.all4inc.com 859-447-9156 vsparks@all4inc.com

PROJECT HISTORY

EHS **EXPERIENCE**

General Industry Safety Program Support and Audits, Multiple Clients: *Performed site safety audits and assessments against OSHA General Industry Standards for various clients in multiple states. Provided full audit reports with recommendations for corrective actions. Evaluated existing safety program SOPs, including confined space, respiratory protection, hear conservation, fall protection, contractor safety, and laboratory safety. Developed training programs including Hearing Conservation, Hazard Communication, Respiratory Protection, Crane and Hoist, Machine Guarding, Bloodborne Pathogens, and Powered Industrial Vehicles.*

Industrial Hygiene Chemical Exposure Assessments and Indoor Air Quality Monitoring, Multiple Clients: *Developed and conducted industrial hygiene sampling parameters for noise, ventilation, and chemical/physical hazards identified for various clients in multiple states. Conducted audits of chemical inventory procedures, Safety Data Sheet management, hazard communication procedures, and safety training policies and documentation.*

Environmental Compliance Audits, Multiple Clients: *Responsible for evaluating facility compliance with applicable environmental regulations. Primary auditing experience with air quality, water quality, spill prevention, and hazardous waste programs. Compliance evaluations reviewed facility processes and operations for appropriate source categorization, applicable emissions limits, required work practice standards, leak detection and repair programs, monitoring plans, quality assurance plans, instrument calibrations and maintenance activities, and monitoring, recordkeeping, and reporting requirements.*

Hazardous and Universal Waste Program Support, Multiple Clients: *Served as an auditor for RCRA compliance assessments within various types of facilities reviewing Satellite Accumulation Areas, Central Waste Storage Areas, inspection and training records and general safety compliance with full audit report provided for recordkeeping. Served as the lead developer for preparing biennial RCRA Hazardous Waste reports for various industries. Activities included analyzing waste manifests, classifying waste streams, generating waste stream tracking spreadsheets, and preparing and submitting the RCRA Hazardous Waste Reports through various on-line state submission services. Developed Hazardous Waste Contingency Plans (HWCP), hazardous waste and universal waste training programs, and compliance tracking tools for various clients.*

Environmental Compliance Reports, Multiple Clients: *Prepared EPCRA Tier II reports, Toxic Release Inventories (TRI), Toxic Substances Control Act (TSCA) chemical data reporting submissions, and biennial RCRA reports for various types of facilities in multiple states.*

Various Response Plan Developments and Implementations, Multiple Clients: *Integral in the development and implementation of multiple types of response plans including, Facility Response Plans (FRP), SPCC, SWPPP, Hazardous Waste Contingency Plans (HWCP) and Emergency Response Plans (ERP) at various types of facilities in multiple states. Contributed to the development of improved Best Management Practices (BMPs), assisted in employee training efforts, performed inspections per plan requirements, and annual updates/plan reviews.*

ISO 14001 and 45001, Multiple Clients: *Performed various site gap assessments and internal audits against the ISO 14001 and 45001 standards for EHS. Evaluated existing management systems and provided full audit reports with recommendations for corrective actions. Participation as a supporting resource to clients throughout the certification process. Prepared, implemented, and certified three manufacturing facilities to the ISO 45001 standard within six months.*

AIR QUALITY **EXPERIENCE**

Title V Operating Permit, Manufacturing, KY: *Prepared Title V applications for industrial facilities located in Kentucky. The applications included comprehensive emission inventories, regulatory applicability assessments, simplified process flow diagrams, operational flexibility reviews, insignificant activity evaluations, reviews of draft permits, and negotiation of monitoring, recordkeeping, and reporting conditions with regulatory agencies.*

Air Report Preparations, Manufacturing, KY: *Prepared air reports including annual emissions inventories, Title V Certifications, semi-annual deviation reports, monthly tracking reports, Greenhouse Gas (GHG) inventories, and electronic data reports (EDRs).*

PUBLICATIONS / **PRESENTATIONS**

ALL4, 4 The Record Article – OSHA Requires Employers to Update Injury Tracking Application Through Login.gov – author, February 2023

ALL4, 4 The Record Article – OSHA's Top Ten Safety Violations for Fiscal Year 2022 – author, February 2023

ALL4, 4 The Record Article – 2024 Look Ahead: OSHA – author, January 2024

Manufacturers' Education Council Annual Sustainability and Environmental Health and Safety Symposium – Effective Behavior Based Safety Programs – presenter/author, March 2023

Battery Council International 2023 Environmental Health and Safety Conference - OSHA Requirements for Facilities Handling Lead Today and Under Future Cal-OSHA – presenter/author, September 2023

Manufacturers' Education Council Annual Sustainability and Environmental Health and Safety Symposium – Workplace Violence Prevention Program Best Practices – presenter/author, March 2024

ALL4

CINDY CASTILLO
CONSULTING SCIENTIST

CREDENTIALS

- *M.B.A Project Management, University of Southern Indiana (2024)*
- *B.S. Kinesiology, Bellarmine University*
- *ALL4 EHS Practice, Health and Safety Technical Lead*
- *Associate Safety Professional: ASP-37980*

PROFESSIONAL EXPERIENCE

- *2022 – Present: ALL4LLC, Lexington & Louisville, KY – Consulting Scientist*
- *2021 – 2022: Amazon, Shepherdsville, KY – Health & Safety Specialist*
- *2018 – 2020: YMCA, Shepherdsville, KY – Health & Safety Specialist*
- *2011 – 2017: Synergy Rehab, Louisville, KY – Health& Mobility Technician*

TECHNICAL EXPERTISE

- ✓ *OSHA Compliance and EHS Management System Audits*
- ✓ *Development and implementation of Health and Safety programs and plans*
- ✓ *EHS training program development and execution*
- ✓ *Industrial Hygiene/Occupational Exposure Assessments*

PROFESSIONAL OVERVIEW

Ms. Cindy Castillo has over 5 years of professional experience in EHS compliance in various industries and fields. Her expertise focuses on OSHA compliance through industrial hygiene occupational exposure assessments, compliance auditing, EHS program development and risk and hazard assessments. She supports the EHS Practice by providing Health and Safety technical support.

Cindy was part of the OSHA compliance auditing team that conducted OSHA Program audits of the Town Branch and West Hickman Wastewater Treatment Facilities and has worked with a variety of industries and manufacturing sectors, including automotive, chemical, Department of Defense, warehousing, and storage. Cindy is experienced with both OSHA General Industry and Construction standards. She has performed EHS compliance audits to evaluate and identify workplace compliance gaps and opportunities for improvement through hazard recognition, verification of EHS procedures and records review to regulatory compliance requirements, and evaluation of facility operations to required federal, state and local, EHS requirements as well as industry best management practices.

www.all4inc.com 502-254-0670 ccastillo@all4inc.com

ALL4

JASON MOORE
PROJECT ENGINEER

CREDENTIALS

- *B.S., Chemical Engineering with Biomedical Engineering Minor, The Pennsylvania State University, 2022*
- *OSHA 40HR HAZWOPER Training*

PROFESSIONAL EXPERIENCE

- ***Project Engineer:** ALL4 LLC, Lexington, KY – July 2023 to Present*
- ***Staff Engineer:** ALL4 LLC, Lexington, KY – June 2022 to June 2023*
- ***Industrial Engineering Intern:** Carlisle Construction Materials, Carlisle, PA – May 2021 to April 2022*

TECHNICAL EXPERTISE

- ✓ *Major/Minor Source Air Permitting*
- ✓ *National Pollutant Discharge Elimination System (NPDES) Permitting and Reporting*
- ✓ *Semi-annual and Annual Compliance Reporting*
- ✓ *Emissions Inventory Development*
- ✓ *Prevention of Significant Deterioration (PSD) Applicability Analysis*
- ✓ *New Source Review (NSR) applicability analyses and permitting*
- ✓ *Air Emissions Modeling via Emission Master*
- ✓ *Toxic Release Inventory (TRI) Development and Reporting*
- ✓ *Industrial Hygiene (IH) Sampling*
- ✓ *Phase I Environmental Site Assessments*
- ✓ *Stormwater Pollution Prevention Plan (SWPPP) Development*
- ✓ *Spill Prevention Control and Countermeasure (SPCC) Plan Development*
- ✓ *Emergency Planning and Community Right-to-Know Act (EPCRA) Tier II Reporting*
- ✓ *Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) Reporting*
- ✓ *Stormwater and Groundwater Monitoring*
- ✓ *Multimedia Audits and Gap Evaluations for Environmental, Health, and Safety*
- ✓ *Environmental Remediation*

PROFESSIONAL OVERVIEW

Jason Moore is a Project Engineer at ALL4 where he started after obtaining a Bachelor of Science in Chemical Engineering from The Pennsylvania State University in May 2022. While at Penn State, Mr. Moore was an active member of the university's American Institute of Chemical Engineers (AIChE).

Prior to working at ALL4, Mr. Moore served as an Industrial Engineering Intern at Carlisle Construction Materials in their EPDM rubber plant. Mr. Moore's projects included drafting and editing standard operating procedures (SOPs), facilitating the idea generation process, conducting hazard rating number (HRN) and ergonomic audits, and completing continuous improvement projects to increase plant throughput and reduce scrap amounts.

Since joining ALL4, Mr. Moore has assisted with the preparation and development of emissions inventories, air construction permit applications, semi-annual compliance reporting, New Source Review (NSR) and Prevention of Significant Deterioration (PSD) permitting, Toxic Release Inventories (TRI), Tier II reports, Stormwater Pollution Prevention Plan (SWPPP) and Spill Prevention, Control, and Countermeasure (SPCC) plan preparation, and Emissions modeling via Emission Master. Mr. Moore has completed projects in the following industries: distilled spirits, portland cement, chemical manufacturing, hospitals, food and beverage, military munitions manufacturing, hazardous waste recycling, automotive parts manufacturing, automotive parts recycling, pulp and paper, and other miscellaneous manufacturing facilities.

www.all4inc.com 859-786-9389 jmoore@all4inc.com

ALL4

WILLIAM SHANE
MANAGING CONSULTANT

CREDENTIALS

- M.S. Environmental Engineering, University of Cincinnati
- B.S. Civil Engineering, University of Kentucky
- Registered Professional Engineer: KY #29490; AL #39305; IN #PE12200114; OH #PE.87584

PROFESSIONAL EXPERIENCE

- **2020-Present**: ALL4, KY – Managing Consultant
- **2013-2020**: Smith Management Group – Environmental Engineer
- **2008-2013**: Kentucky Division of Water – Environmental Engineering Assistant III

TECHNICAL EXPERTISE

- ✓ Multimedia audits of industrial facilities and operations
- ✓ Prepare Clean Air Act (CAA) permit applications and Potential to Emit (PTE) emissions calculations for Title V, Synthetic Minor, Conditional Major, and Minor Sources subject to Standards of Performance for New Stationary Sources (NSPS) and National Emission Standards for Hazardous Air Pollutants (NESHAP); Prepare federal and state monitoring reports and emissions inventories
- ✓ Resource Conservation and Recovery Act (RCRA) Hazardous Waste and Special Waste permitting and reporting
- ✓ Prepare Clean Water Act (CWA) National Pollutant Discharge Elimination System (NPDES) wastewater discharge permit applications for industrial and municipal facilities; Technical and regulatory support for NPDES permit effluent limitations and monitoring requirements
- ✓ Emergency Planning and Community Right-to-Know Act (EPCRA) Tier II and Toxics Release Inventory (TRI) reporting
- ✓ Litigation support services
- ✓ Develop environmental compliance plans including Spill Prevention Control and Countermeasure (SPCC) Plans and Stormwater Pollution Prevention (SWPPP/SWP3) Plans
- ✓ Onsite extension support serving as member of industrial client's environmental staff

PROFESSIONAL OVERVIEW

William Shane is a Civil and Environmental Engineer with over 16 years of Consulting and Regulatory experience William's experience includes CAA permitting and reporting; CWA NPDES wastewater discharge permitting, reporting, and technical support for industrial facilities; RCRA Hazardous Waste and Special Waste permitting and reporting; multimedia auditing; EPCRA Tier II and Form R reporting; litigation support; and development of environmental compliance plans.

Prior to his work in consulting, William spent 5 years at the Kentucky Division of Water (KDOW) as a NPDES permit writer developing permits for industrial facilities, publicly owned treatment works, and sanitary discharges. While at KDOW, William performed state-wide inspections and audits of municipal pretreatment programs.

William is a licensed Professional Engineer (PE) in Kentucky, Alabama, Indiana, and Ohio.

www.all4inc.com 859-233-0123 wshane@all4inc.com

ALL4

JULIE TACCINO
MANAGING CONSULTANT

CREDENTIALS

- B.S., Chemical Engineering, Texas A&M University, 2012
- Licensed professional engineer: TX

PROFESSIONAL EXPERIENCE

- **2021-Present:** ALL4 LLC – Managing Consultant
- **2012-2021:** URS Corporation/AECOM, Houston, TX – Air Quality Consultant/Project Manager

TECHNICAL EXPERTISE

- ✓ Compliance Task content creation based on permit and regulatory requirements
- ✓ Implement air emission calculations in digital solutions
- ✓ Implement compliance tasks in digital solutions
- ✓ Leading client workshops to review business rules and content
- ✓ EHS Requirement Gathering
- ✓ Training clients on using digital solutions
- ✓ Ongoing support for digital solutions
- ✓ Develop client business rules for digital solutions
- ✓ Experience with Enablon Implementation, specifically MOC, Action Plans and RCM Modules
- ✓ Experience with other EMIS systems implementation

PROFESSIONAL OVERVIEW

Ms. Julie Taccino is a professional engineer with over 9 years of experience in digital solutions and air quality permitting. She has supported clients in the chemicals and oil and gas industries with MIS configuration, air regulatory content for compliance tasking, and project management. She has supported implementations with various MIS tools including Enablon for over four years and using legacy data from other software systems and permit calculations as a basis.

Ms. Taccino has supported Enablon implementations for the MOC, Action Plans, and RCM modules. She has assisted clients in EMIS implementations with client training, testing support, legacy data mapping and cleansing, assessing emission calculations, and validating emission calculation systems. Ms. Taccino has extensive experience with deconstructing permits and creating compliance tasks for air permits and regulations, with some experience in multimedia compliance tasking.

Ms. Taccino has also managed and provided technical expertise for Texas air permitting for chemicals clients. She has supported a new unit at an existing chemical plant in a nonattainment area from Nonattainment NSR permitting through Title V permitting and with ongoing compliance and permitting needs. Ms. Taccino has developed emission calculations for chemical clients for new sources based on vendor data, emission factors, and client information. She has provided compliance support for emission inventories using calculation workbooks and onsite compliance support including deviation reporting and creating compliance tools to track compliance obligations

www.all4inc.com 281.291.1247 jtaccino@all4inc.com

Attachment B – Reference Projects

RELEVANT PROJECT EXPERIENCE OF ALL4 AND PROJECT TEAM FOR RFP # 31-2024 – OSHA COMPLIANCE PROGRAM MANAGER

Project Type:	Multiple Year BPA Contract for Conducting Health Hazard Assessments & OSHA compliance audits at National Guard Facilities in a 16 State Region	**ALL4 Project No.:** 01329	Year or Years Completed: 2012 - 2022

Project Description:

ALL4 conducted Health Hazard Assessments and OSHA compliance audits of National Guard facilities (16 States-Region South). Services included health & safety regulatory compliance, testing and analysis of potential physical, chemical, and biological hazards, conducting chemical inventories and assessing potential hazards.
Responsible for overall project management, conducting assessments and preparing a report of findings for each facility assigned.

ALL4 Project Manager: Kevin Chaplin

Contract Amount: $50,000 to $75,000 Annually

Project Location: Multiple States

Client Contact:
Rodney J. Hamm
NGB Region SE, IH Office
510 Plaza Drive, Suite 1530
College Park, GA 30349
Office: (678) 569-9214

RELEVANT PROJECT EXPERIENCE OF ALL4 AND PROJECT TEAM FOR RFP # 31-2024 – OSHA COMPLIANCE PROGRAM MANAGER

Project Type:	Large Craft Brewery OSHA Compliance Assessments and Safety Evaluations.	**ALL4 Project No.:** 01888	Year or Years Completed: 2022-2023

Project Description:

ALL4 reviewed each facility's written safety programs and policies and observed production activities and operations. ALL4 conducted site observations, conducted management and employee interviews, evaluated health and safety training, and assessed the overall program implementation looking for potential gaps and areas of improvement.
ALL4 reviewed program/policy responsibilities and assess accountability structure for program implementation.
ALL4 reviewed hazard assessment documentation to see if there are potential gaps in the identification of facility hazards with regards to employee exposures (e.g., air contaminants or noise).

ALL4 Project Manager: Victoria Sparks, ASP

Contract Amount: $50,000

Project Location: PA & OH

Client Contact:
Confidential Client

RELEVANT PROJECT EXPERIENCE OF ALL4 AND PROJECT TEAM FOR RFP # 31-2024 – OSHA COMPLIANCE PROGRAM MANAGER

Project Type:	LFUCG-Division of Water Quality OSHA Compliance Auditing of the Town Branch and West Hickman Wastewater Treatment Plants and Health & Safety Program Development and Implementation support.	**ALL4 Project No.:** 001284	Year or Years Completed: 2017-2024

Project Description:

ALL4 reviewed LFUCG's standard written safety programs and policies for all Divisions and developed site-specific documents for key OSHA written programs for the two Wastewater Treatment facilities. ALL4 conducted site observations, evaluated health and safety training, and assessed the overall program implementation. ALL4 conducted hazard assessments, confined space inventories and industrial hygiene sampling. OSHA compliance audits were focused on looking for potential gaps and areas of improvement as well as assisting the facilities in implementing corrective measures.
ALL4 Project Manager: Kevin Chaplin

Contract Amount: Average of $85,000 to $90,000 Annually plus subcontracting electrical safety services for approximately $200,000 annually.

Project Location: Lexington, KY

Client Contact:
Robin Wright – DOWQ Safety Manager (Retired 2023)
DeShaun Bailey, Safety Specialist
859-425-2419; jbailey@lexingtonky.gov

RELEVANT PROJECT EXPERIENCE OF ALL4 AND PROJECT TEAM FOR RFP # 31-2024 – OSHA COMPLIANCE PROGRAM MANAGER

Project Type:	GE Appliances Environmental and OSHA Compliance Auditing of GE Appliance Manufacturing Facilities in Six States	**ALL4 Project No.:** 001667	Year or Years Completed: 2022

Project Description:

ALL4 health and safety personnel conducted 3rd Party environmental and health and safety audits of 12 facilities located in six states. The purpose of the audits was to verify and review site-level regulatory required inspections and to verify required corrective measures had been completed according to internal directives. ALL4 conducted site observations, evaluated health and safety training documentation, and reviewed internal safety policies. The OSHA compliance audits were focused on looking for potential gaps and areas of improvement as well as assisting the facilities in tracking required corrective measures.

ALL4 Project Manager: Kevin Chaplin

Contract Amount: $150,000

Project Location: Louisville, KY, GA, AL, TN, IN, SC

Client Contact:
Molly Hopper
Global EHS Compliance Assurance and Digital Technology Leader
GE Appliances, a Haier company
Phone: 731-434-5092
Email: molly.hopper@geappliances.com

RELEVANT PROJECT EXPERIENCE OF ALL4 AND PROJECT TEAM FOR RFP # 31-2024 – OSHA COMPLIANCE PROGRAM MANAGER

Project Type:	Advanced Materials & Catalyst Company Environmental, Health and Safety Compliance Auditing and Risk Evaluations	**ALL4 Project No.:** 002120	Year or Years Completed: 2023

Project Description:

ALL4 health and safety personnel conducted 3rd Party environmental and health and safety audits focused on the following criteria:
The organization's compliance with applicable health, safety, environmental, and facility security laws, regulations, and other legal requirements;
The organization's compliance with applicable company health, safety, and environmental (HSE) requirements; and
The potential for uncontrolled or insufficiently controlled significant HSE risks
ALL4 Project Manager: Victoria Sparks

Contract Amount: $100,000

Project Location: IN, TX

Client Contact:
Confidential

Attachment C – ALL4 Scope of Work and Costs

Anticipated Scope of Work

The primary goal and objective of this project is to provide the necessary professional services to review current safety policies, procedures, and record keeping to facilitate compliance with all state and federal workplace safety requirements and regulations. It is ALL4's understanding through prior experience with this contract and based on the current scope of work that our services will include the following key tasks:

Review and update as necessary all written safety program documents to incorporate potential regulatory changes or updates through the course of the contract period. Recommendations for improvement or revisions to the programs will be finalized with the Division of Water Quality.

- ALL4 will provide support in the development and implementation of safety programs and assist with analyzing and evaluating applicable leading indicators.
- ALL4 will provide support for staff training and training program development.
- ALL4 will conduct Annual OSHA compliance audits of WWTP operations and programs as well as designated operational groups such as pump stations and sewer line maintenance groups.
- Provide safety consultations and support for any designated WWTP projects arising during the contract period.
- ALL4 will provide an annual evaluation of any critical OSHA programs that require attention through the course of the contract period.
- ALL4 will assist plant management and staff with OSHA documentation compliance at both treatment plants.
- Provide status reports and open communication with the Division of Water Quality and their appropriate safety representatives.

Document Management/Sharing ?

ALL4 • info@all4inc.com • www.all4inc.com

STRATEGY WITH SOLUTION. PARTNERSHIP WITH A PURPOSE.

Estimated Cost and Hours LFUCG-DOWQ FY25		
Task	**Estimated Hours**	**Estimated Cost [1, 2]**
Review/Update Safety Documents	90	$18,000
Develop & Implement Safety Programs Compliance	80	$15,000
Site Reviews & Safety Analysis of WWTP Projects	80	$15,000
Annual OSHA Program Review	100	$20,000
OSHA Documentation Compliance Assistance for Plant Manager	60	$12,000
Estimated Annual Contract Amount (Total)	410	$80,000

[1] Estimated cost will vary with each task based on how much emphasis will be placed on each task by the Division of Water Quality Safety Manager as project work progresses.

[2] The attached billing rates provided are by position / category. ALL4 will primarily be utilizing the following positions for the work outlined above under the estimate of costs and hours:

Senior Managing Consultant
Technical Manager
Managing Consultant
Project Engineer
Consulting Scientist
Administrative

Additional postions may be utilized on the project to support any particular scope of work requested by the client as it pertains to the primary tasks listed above.

ALL4 BILLING RATES

Classification	Billing Rate ($/HR)
Technical Director	$215 – 290
Directing Consultant	$255 – 290
Senior Technical Manager	$215 – 290
Senior Managing Consultant	$200 – 275
Technical Manager	$160 – 235
Managing Consultant	$160 – 275
Consulting Engineer/Scientist	$150 – 205
Project Engineer/Scientist	$130 –185
Staff Engineer/Scientist	$120 – 180
Lead Implementation Consultant	$240 – 290
Senior Implementation Consultant	$200 – 235
Implementation Consultant I	$165 – 195
Implementation Consultant II	$175 – 205
Associate Implementation Consultant	$150 – 170
Executive	$285 – 305
Administrative/OH	$80 – 165
Expert Testimony/Litigation Support***	1.5 × Applicable Billing Rate
Reimbursable Expenses	**Cost***
Mileage	Federal Rate**
Project External Expenses	Cost
Sub-consultant	Cost plus 10%

** ALL4 DOES NOT charge separately for internal expenses such as computer use, phone use, cellular phone use, etc. All charges are as represented in our billing rates.*

*** Mileage based on the current federal reimbursement rate at the time services provided.*

**** For Expert Testimony/Litigation Support, ALL4 personnel working on that project will be charged at that employee's applicable billing rate multiplied by 1.5.*

Attachment D – Required Forms

AFFIDAVIT

Comes the Affiant, Addison Foley, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Laurie Beardsley for Kevin Claspill and he/she is the individual submitting the proposal or is the authorized representative of ALL4, 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 Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.

6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

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.

LTB for Kevin Chaplin

STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by LTB for Kevin Chaplin on this the 24th day of April, 2024

My Commission expires: 02-20-2027

NOTARY PUBLIC, STATE AT LARGE

Addison McClain Foley
Notary ID: KYNP67328
Kentucky-Fayette County
Exp: February 20, 2027

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/23/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
IMA, Inc. - Colorado
1705 17th Street, Suite 100
Denver CO 80202

CONTACT NAME: IMA Denver Team
PHONE (A/C, No, Ext): 303-534-4567 **FAX (A/C, No):**
E-MAIL ADDRESS: DenAccountTechs@imacorp.com

INSURER(S) AFFORDING COVERAGE — **NAIC #**
INSURER A : Valley Forge Insurance Company — 20508
INSURER B : Admiral Insurance Company — 24856
INSURER C : American Casualty Company of Reading, — 20427
INSURER D :
INSURER E :
INSURER F :

INSURED
All4 LLC
2393 Kimberton Rd, PO Box 299
Kimberton, PA 19442

ALL4LLC-01

COVERAGES **CERTIFICATE NUMBER:** 1749575930 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY			FEIECC3547300	6/1/2023	6/1/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X Ded: $2,500						MED EXP (Any one person)	$ 25,000
	X Ded: Per Occur						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			BAU7039627142	6/1/2023	6/1/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB OCCUR			FEIEXS4527300	6/1/2023	6/1/2024	EACH OCCURRENCE	$ 7,000,000
	X EXCESS LIAB X CLAIMS-MADE						AGGREGATE	$ 7,000,000
	DED X RETENTION $ 25,000							$
A	WORKERS COMPENSATION			7039627187 (CA)	6/1/2023	6/1/2024	X PER STATUTE / OTH-ER	
C	AND EMPLOYERS' LIABILITY Y/N			7039635970	6/1/2023	6/1/2024	E.L. EACH ACCIDENT	$ 1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] N/A (Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Pollution Liability Coverage			FEIECC3547300	6/1/2023	6/1/2024	Each Occurrence Aggregate Per Condition Ded	$1,000,000 $2,000,000 $25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Professional Liability Coverage: Policy #FEIECC3547300
Effective Dates: 06/01/2023-06/01/2024 Insurer B: See Above
$1,000,000 Per Claim; $2,000,000 Aggregate
$25,000 Deductible; Retro Date: 03/25/2020

Leased and Rented Equipment: Policy #BMO2464737101
Effective Dates: 06/01/2023-06/01/2024 Insurer B: See Above
$150,000 Limit; $500 Deductible
See Attached..

CERTIFICATE HOLDER

Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor, Room 338
Lexington KY 40507

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Brenda Vincent

© 1988-2015 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: ALL4LLC-01
LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
IMA, Inc. - Colorado	All4 LLC 2393 Kimberton Rd, PO Box 299 Kimberton, PA 19442
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Cyber Liability Coverage: Policy #2CIAPA17S011828000
Effective Dates: 06/01/2023-06/01/2024 Insurer: Accredited Surety and Casualty Company, Inc.
$2,000,000 Per Claim; $2,000,000 Aggregate; $10,000 Retention

The Excess coverage pertaining to the Professional Liability has a sublimit of $5,000,000.

Certificate Holder(s) is included as Additional Insured on the General Liability, Automobile Liability, and Umbrella Liability policies, if required by written contract or agreement subject to the policy terms and conditions. A Waiver of Subrogation is provided in favor of Certificate Holder(s) on the General Liability, Automobile Liability, Workers Compensation, and Umbrella Liability policies if required by written contract or agreement, subject to the policy terms and conditions. This Insurance is Primary & Non-Contributory on the General Liability, Automobile Liability and Umbrella Liability policies subject to the policy terms and conditions. The Excess Liability policy is excess of the Pollution Liability, Professional Liability, General Liability, Automobile Liability, and Employers Liability.
RE: Lexington-Fayette Urban County Government

Additional Insured Includes: Lexington-Fayette Urban County Government.

ACORD 101 (2008/01) © 2008 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

Exhibit 1

Prime Consultant	Location (City, State)	Date Office Established	Total Number of Employees	No. of Employees expected to work on DWQ projects
Headquarters	Kimberton, PA	2002	64	0
Local Office	Lexington, KY	Acquired by ALL4 in 2020	9	3
PM Location	Louisville, KY	**Acquired by ALL4 in 2020**	9	2
Subconsultants Name:	TBD/Not Applicable			
Service Provided				
Headquarters				
Local Office				
Name:				
Service Provided				
Headquarters				
Local Office				
Name:				
Service Provided				
Headquarters				
Local Office				

Notes:

1. "Headquarters" refers to the corporate office that provides project support to the local office, if applicable. If support comes from multiple locations, use the blank spaces in the form to provide relevant information.

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.

Ken Klyka
Signature

ALL4, LLC
Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: ALL4 LLC

EEO 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
Executive/Senior Level Officials and Managers	6	5	1	0	0	0	0	0	0	0	0	0	0	0	0	5	1
First/Mid Level Officials and Managers	18	9	9	0	0	0	0	0	0	0	0	0	0	0	0	9	9
Professionals	188	88	87	5	4	0	2	0	0	13	5	0	0	1	3	107	81
Technicians	12	6	1	0	0	2	0	1	0	0	0	1	0	1	0	11	1
Sales Workers	4	1	3	0	0	0	0	0	0	0	0	0	0	0	0	1	3
Administrative Support Workers	16	2	11	0	0	0	2	0	0	0	0	0	0	1	0	3	13
Total:	244	111	92	5	4	2	4	1	0	13	5	1	0	3	3	136	108

Prepared by: Nicholas Albano, HRBP
(Name and Title)

Date: 04/16/2024

DIRECTOR, DIVISION OF CENTRAL PURCHASING
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 Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor, Room 338
Lexington, Kentucky 40507
smiller@lexingtonky.gov

Firm Submitting Proposal: ALL4, LLC

Complete Address: 1405 Mercer Road, Lexington, KY 40222
Street City Zip

Contact Name: Kevin M. Chaplin Title: Senior Managing Consultant

Telephone Number:(502) 254-0670 Fax Number:
Email address: kchaplin@all4inc.com

LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference #31-2024

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 Central Purchasing 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. Third Rock Consulting	WBE	Potential Environmental Field Services Support	TBD	TBD
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.

ALL4, LLC
Company

Kevin M. Chaplin
Company Representative

4/24/2024
Date

Senior Managing Consultant
Title

LFUCG MWDBE SUBSTITUTION FORM
Bid/RFP/Quote Reference #31-2024

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 Central Purchasing 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.

ALL4, LLC
Company

Kevin M. Chaplin
Company Representative

4/24/2024
Date

Senior Managing Consultant
Title

MWDBE QUOTE SUMMARY FORM
Bid/RFP/Quote Reference #31-2024

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 (*To Be Determined)				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.

ALL4, LLC
Company

Kevin M. Chaplin
Company Representative

4/24/2024
Date

Senior Managing Consultant
Title

*** NOTE: Scope/Bid for any MWDBE participation to be determined based on the actual scope of work to be delineated by specific request of LFUCG-DOWQ. Overall, the OSHA Program Support RFP is a general scope and does not allow for a specific subcontract scope of work to be delineated and requested by the limited MWDBE participants that provide related services regarding OSHA Program Compliance.**

LFUCG STATEMENT OF GOOD FAITH EFFORTS
Bid/RFP/Quote #31-2024

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 Central Purchasing 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

X 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.

X 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.

ALL4, LLC	Kevin M. Chaplin
	Company Representative
4/24/2024	Senior Managing Consultant
Date	**Title**

In order to meet 25 Page Maximum Submittal Limit
Signature Page only for "General Provisions"

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.

Kevin A Clyburn

Signature

4/24/2024

Date

ALL4 AFFIRMATIVE ACTION PLAN (DIVERSITY, EQUITY, AND INCLUSION)

ALL4, LLC

DEI Information for RFPs

Diversity Policy

We encourage and welcome diversity, recognizing it as a key competitive advantage. The value of different backgrounds and perspectives should not be overlooked. Having a diverse workforce assists us in looking at all situations from a variety of angles and encourages the development of innovative ideas and solutions. Embracing and understanding what each employee's background and perspective can contribute gives us a competitive edge.

Some types of diversity are as follows:

- Life experience
- Work experience
- Perspective
- Culture
- Ethnicity
- Gender
- Age

Respecting each individual and recognizing the value that we each bring to our team is essential. By creating a supportive environment that allows everyone to perform to his or her potential, we achieve success.

About Our Internal Efforts (ALL4 IDEA)

We believe an inclusive environment fosters both personal and professional growth. That's why at ALL4, our mission is to create a workplace where everyone feels encouraged and supported in being their authentic selves. Our varied experiences prepare us to tackle any challenge that comes our way. Our Inclusion, Diversity, Equity, and Accessibility (IDEA) group was formed to support ALL4's commitment to building an inclusive culture where diversity is welcomed and celebrated; where everyone feels encouraged and supported in being their authentic selves; and where transparency and honest communication drives our daily interactions.

Inclusion
Diversity
Equity
Accessibility

ALL4

ALL4 IDEA is an action-based committee focused on Inclusion, Diversity, Equity, and Accessibility at ALL4. We strive to create an environment where all employees feel valued, respected, and included, regardless of their background, identity, or abilities. Our work is essential in promoting an inclusive culture of diversity, equity, and accessibility throughout the organization. The group meets monthly and is overseen by our Diversity Coordinator, Stephanie Thomas.

Key Terms

Inclusion: A dynamic state where individuals and groups feel safe, respected, engaged, motivated, and valued for who they are and for their contributions to organizational and societal goals.

Diversity: The differences – both visible and invisible – within a group or among groups of people. These differences can include, but are not limited to, differences in gender, gender identity and expression, ethnicity, race, native or Indigenous origins, age, generation, sexual orientation, culture, religion, belief systems, marital status, parental status, socioeconomic status, appearance, language and accent, disability, mental health, education, geography, nationality, work style, work experience, job role and function, thinking style, and personality type. Note that while a group can be diverse, an individual is not "diverse."

Equity: When all people have full and unbiased access to livelihood, education, participation in the political and cultural community, and other societal benefits. Equity recognizes our interdependence and uses our collective power to create an environment where we all thrive and contribute our strengths.

Accessibility: The design of environments, products, devices, and services so that people of various abilities can use them with ease, without faulting individuals for the ways in which they are different and instead emphasizing the rights of individuals with differences to be full and participating members of society.

*Note that these definitions are from Minal Bopaiah's book, *Equity*

What We Do

Awareness Campaigns: ALL4 IDEA organizes awareness campaigns throughout the year to educate employees about different aspects of inclusion, diversity, equity, and accessibility. These campaigns may include guest speaker events and interactive discussions as well as communications in the ALL4 Digest and Monday Morning Meeting.

Book Club: ALL4 IDEA hosts a quarterly book club in which all employees are welcome to participate. We will have conversations about these readings and examples of books to-date include:

- *Equity: How to Design Organizations Where Everyone Thrives* by Minal Bopaiah
- *Inclusify: The Power of Uniqueness and Belonging to Build Innovative Teams* by Stefanie K. Johnson, PhD

Employee Resource Groups: ALL4 IDEA supports and collaborates with Employee Resource Groups (ERGs), which are voluntary, employee-led groups whose aim is to foster a diverse, inclusive workplace aligned with the organizations they serve. ERGs are usually led and participated in by employees who share a characteristic, whether it's gender, ethnicity, lifestyle, or interest. The groups exist to provide support and help in personal or career development and to create a safe space where employees can bring their whole selves to the table. Allies may also be invited to join the ERG to support their colleagues.

Recruitment and Hiring Initiatives: ALL4 IDEA actively participates in efforts to enhance diversity in the recruitment and hiring process. We identify strategies for attracting a wider pool of candidates from diverse backgrounds and ensure that the interview and selection process is equitable and unbiased.

Training and Development: The group collaborates with the Talent Development team to develop and deliver training programs that foster a culture of inclusion and provide employees with the necessary tools and knowledge to promote an equitable and accessible workplace.

Professional Partnership

DAIS Partners, led by Jordan Steffy and Denis Sison, serves as a trusted advisor and valuable resource for ALL4, offering ongoing support and consultation on matters related to Diversity, Equity, and Inclusion (DEI). Their approach focuses on the business benefits that DEI can bring, such as growth, creativity, innovation, improved job acceptance rates, enhanced reputation, and Return on Investment (ROI).

One of the distinctive features of DAIS Partners is their commitment to providing a safe learning environment. They promote a culture of 'no blaming and no shaming', creating a space where individuals feel comfortable and empowered to learn, make mistakes, grow, and engage in constructive dialogue.

Through our partnership with DAIS Partners, ALL4 gains access to specialized knowledge and expertise in DEI. This enables the organization to accelerate its progress in fostering a more inclusive and equitable workplace. With the guidance and support of DAIS Partners, ALL4 can navigate the complexities of DEI implementation, leverage the benefits of diversity, and ensure that their efforts align with their organizational goals and values.

EXHIBIT D

TASK ORDER

EXHIBIT D

TASK ORDER

LFUCG TASK ORDER NO.
UNDER LFUCG AGREEMENT WITH _____FOR

RFP 31-2024 FOR Professional Services- OSHA Compliance Program Management

	CONSULTANT	OWNER
Name		Lexington Fayette Urban County Government
Street Address		200 East Main Street
City, State, Zip		Lexington, KY 40507
Contact Person		
Telephone		
Fax		
E-Mail		

Task Order Date: _____ **Task Name:** _____

Task ID: _____

SCOPE OF WORK/DELIVERABLES

SCHEDULE OF WORK

FEE

ACCEPTED BY:

Consultant's Authorized Signature

Date Signed

AUTHORIZED BY:

Owner's Authorized Signature

Date Signed