

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507



Docket

Tuesday, February 1, 2022

3:00 PM

Packet

Council Chamber

Urban County Council Work Session

I. Public Comment - Issues on Agenda

II. Requested Rezoning/ Docket Approval

III. Approval of Summary

a [0135-22](#) Table of Motions: Council Work Session, January 25, 2022

Attachments: [ws motions 1 25 22](#)

IV. Budget Amendments

V. New Business

VI. Continuing Business/ Presentations

a [0134-22](#) Neighborhood Development Funds: February 1, 2022

Attachments: [NDF List 2 1 22](#)

b [0124-22](#) Summary: Environmental Quality & Public Works Committee, December 7, 2021

Attachments: [eqpw 2021-12-07](#)

VII. Council Reports

VIII. Mayor's Report

IX. Public Comment - Issues Not on Agenda

X. Adjournment

Administrative Synopsis - New Business Items

- a** **0093-22** Authorization to execute a Catering Contract with the Hyatt Regency Lexington for catering services for the annual Senior Intern Alumni Luncheon on Friday, June 10, 2022, at a cost not to exceed \$6000.00. Funds are budgeted. (L0093-22) (Stambaugh/Allen-Bryant)
- Attachments:** [0093-22 Bluesheet Memo - Hyatt Agreement Sr Intern Luncheon](#)
[Hyatt Regency Contract - Sr Intern Program 2022](#)
- b** **0094-22** Authorization to establish Thoroughbred Aviation, Bell Helicopter Service, as a sole source vendor. Thoroughbred Aviation is located in Georgetown, KY and provides the Police Department service in a rapid manner within minutes of being called. No budgetary impact. (L0094-21) (Weathers/Armstrong)
- Attachments:** [Cover Memo - Thoroughbred Aviation - Sole Source Certification](#)
[SOLE SOURCE CERTIFICATION-Thoroughbred Aviation Maintenance-2022 00747851.DOCX](#)
- c** **0102-22** Authorization to establish TAC Air as a sole source vendor for Aircraft Storage of our Police Helicopter. This is to establish TAC Air as a sole source vendor for aircraft storage, hangar subleases and office rental for our Police Helicopter. Funds are budgeted. (L0102-22) (Weathers/Armstrong)
- Attachments:** [Cover Memo - Sole Source Certification - TAC Air Aircraft Storage](#)
[TAC Air - Sole Source Certification - Hanger Rent 2022](#)
[Resolution 394-2020](#)
- d** **0113-22** Authorization to abolish one (1) vacant classified position of Electronic/Computer Controls Manager (Grade 523E) and create one (1) classified position of Skilled Trades Manager (Grade 521E) in the Division of Community Corrections, effective upon passage by Council. This will have a future impact of a savings of \$8,279.90. (L0113-22) (Maxwell/Hamilton)
- Attachments:** [Blue Sheet Memo 22.0008](#)
[From To 22.0008](#)
- e** **0114-22** Authorization to initiate a Statement of Work (SOW) with CPS HR Consulting for Fire Lieutenant, Fire Captain and Fire Major promotional processes for the Lexington Division of Fire and Emergency Services. The cost is not to exceed \$47,500 and will be funded from the division's Professional Services/Fire account and funds are budgeted. (L0114-22) (Maxwell/Hamilton)
- Attachments:** [Bluesheet Memo 22.0029](#)
[SOW 6 - Lexington-Fayette Urban County Govt - 2022 Promotional Process f](#)

- f** **0115-22** Authorization to abolish one (1) vacant classified position of Engineering Technician (Grade 514N) and create one (1) classified position of Equipment Operator Sr. (Grade 512N) in the Division of Water Quality, effective upon passage of Council. This action has a savings of \$5,339.61. (L0115-22) (Maxwell/Hamilton)
Attachments: [Bluesheet Memo 22.0021](#)
 [From To](#)
- g** **0116-22** Authorization to execute certificates of consideration and other necessary documents, and to accept deeds for property interests needed for the Hartland Pump Station No. 3 Replacement Project, a Remedial Measures Project required by the Consent Decree, at a cost not to exceed \$630.00. Funds are budgeted. (L0116-22) (Martin/Albright)
Attachments: [Blue Sheet Memo](#)
 [Executed MOU - 4910 Hartland Parkway](#)
 [Project Area Map - Hartland PS No. 3](#)
- h** **0117-22** Authorization to submit a grant application requesting \$175,160 in federal funding, and to accept award if offered, to the Bluegrass Area Development District for operation of the Senior Citizens Center in FY 2023, the acceptance of which obligates the government to provide match in the amount of \$247,814. If grant is approved, a budget amendment will be initiated. (L0117-22) (Stambaugh/Allen-Bryant)
Attachments: [22-Bluesheet Memo](#)
 [Title III B C 1 C 2 - Unsigned](#)
- i** **0118-22** Authorization to execute an agreement with the University of Kentucky Albert B. Chandler Medical Center in the amount of \$3,000 for use of the emergency room as a clinical practice area for the Sexual Assault Nurse Examiner Program 2022. Funds are budgeted. (L0118-22) (Weathers/Armstrong)
Attachments: [22-Bluesheet for UK hospital](#)
 [LFUCG LPD SANE Agreement](#)
- j** **0119-22** Authorization to execute Professional Services Agreements with Marinda Beasley, Kristin Beers, Angela Begley, Alexis Breeding, and Megan Magsam to serve as Sexual Assault Nurse Examiners on an "on-call" basis for the performance of forensic examinations in 2022. Funds are budgeted. (L0119-22) (Weathers/Armstrong)
Attachments: [22- Bluesheet for SANE Agreements](#)
 [22-Marinda Beasley-Agreement](#)
 [22-Kristin Beers-Agreement](#)
 [22-Angela Begley-Agreement](#)
 [22-Alexis Breeding-Agreement](#)
 [22-Megan Magsam-Agreement](#)

- k** **0120-22** Authorization to accept \$59,500 in funding from the 2021 Kentucky Office of Homeland Security Grant, which will fund purchase self-contained breathing apparatus (SCBA) with air cylinders for the Division of Fire and Emergency Services' Special Operations Teams. No matching funds required. (L0120-22) (Wells/Armstrong)
- Attachments:* [22- Blue Sheet Fire](#)
 [BA 11482](#)
 [Draft SC 094 2200001020 1 PO CNTRCT FORM - Unsigned](#)
- l** **0121-22** Authorization to submit applications, and accept awards if offered, to the Kentucky Transportation Cabinet for participation in Traffic Safety Programs to include Traffic Safety and Speed Enforcement for Fiscal Year 2023, in the amount of \$245,00.00. No matching funds required. (L0121-22) (Weathers/Armstrong)
- Attachments:* [22-Bluesheet Memo](#)



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 0135-22

File ID: 0135-22

Type: Summary

Status: Agenda Ready

Version: 1

Contract #:

In Control: Council Office

File Created: 01/27/2022

File Name: 1 25 22 ws motions

Final Action:

Title: Table of Motions: Council Work Session, January 25, 2022

Notes:

Sponsors:

Enactment Date:

Attachments: ws motions 1 25 22

Enactment Number:

Deed #:

Hearing Date:

Drafter:

Effective Date:

Related Files:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File 0135-22

Title

Table of Motions: Council Work Session, January 25, 2022

**URBAN COUNTY COUNCIL
WORK SESSION SUMMARY
& TABLE OF MOTIONS
January 25, 2022**

Vice Mayor Kay called the meeting to order 3:10pm. All Council Members were present.

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

Motion by Plomin to approve the January 27, 2022 Council meeting docket. Seconded by Baxter. Motion passed without dissent.

Motion by Plomin to place ordinance #6 (An Ordinance changing the zone from an Agricultural Rural (A-R) zone to an Agricultural Buffer (A-B) zone, for 134.72 net (135.23 gross) acres, for property located at 7086 Tates Creek Rd.) on the docket without a public hearing. Seconded by Lamb. Motion passed without dissent.

Motion by McCurn to place ordinance #7 [An Ordinance changing the zone from an Agricultural Rural (A-R) zone for 136.26 net (172.26 gross) acres, an Agricultural Urban (A-U) zone for 56.33 net (63.17 gross) acres, and a University Research Campus (P-2) zone for 7.41 net and gross acres to a Restricted Light Industrial (I-1) zone for properties located at 2850 Georgetown Rd. and 1490 Bull Lea Rd. (a portion of).] on the docket without a public hearing. Seconded by Lamb. Motion passed without dissent.

- III. Approval of Summary

Motion by Plomin to approve the January 18, 2022 work session summary. Seconded by LeGris. Motion passed without dissent.

- IV. Budget Amendments

Motion by Sheehan to approve budget amendments. Seconded by Plomin. Motion passed without dissent.

- V. New Business

Motion by Baxter to approve new business. Seconded by Sheehan. Motion passed without dissent.

- VI. Continuing Business/Presentations

Council Member Bledsoe provided a summary of the November 30, 2021 Budget, Finance & Economic Development Committee meeting. There were no motions to report from the meeting.

VII. Council Reports

Motion by Kloiber to refer a review of financing options for the Coldstream Property to the Budget, Finance & Economic Development Committee. Seconded by Ellinger. Motion passed without dissent.

VIII. Mayor's Report

Motion by Plomin to approve the Mayor's Report. Seconded by Sheehan. Motion passed without dissent.

IX. Public Comment – Issues Not on Agenda

X. Adjournment

Motion by Plomin to adjourn at 4:09pm. Seconded by Ellinger. Motion passed without dissent.

SAM, 1/26/22



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0134-22

File ID: 0134-22

Type: Agenda Item

Status: Agenda Ready

Version: 1

Contract #:

In Control: Council Office

File Created: 01/27/2022

File Name: 2 1 22 ndf

Final Action:

Title: Neighborhood Development Funds: February 1, 2022

Notes:

Sponsors:

Enactment Date:

Attachments: NDF List 2 1 22

Enactment Number:

Deed #:

Hearing Date:

Drafter:

Effective Date:

Related Files:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File 0134-22

Title

Neighborhood Development Funds: February 1, 2022

..Summary

Organization:

Lexington Rescue Mission

PO Box 1050

Lexington, KY 40505

Kim Livesay

Purpose:

To assist with their 2022 Virtual Walk for Warmth.

Amount:

\$950.00

Organization:

Kentucky Lions Eye Foundation (KLEF)

301 E. Muhammad Ali Blvd.

Lexington, KY 40509

Lindy Lamkin

Purpose:

To assist with the Mr. & Mrs. Kentucky Basketball Awards Ceremony.

Amount:

\$900.00

Organization:

Mobile Mission Experience, Inc.

838 E. High Street, #298

Lexington, KY 40516

Andrea Woodson

Purpose:

To assist with their community baby shower event.

Amount:

\$450.00

Organization:

LEX Project Prom

2012 Baltusrol Lane

Lexington, KY 40502

Asona McMullen

Purpose:

To assist with operating supplies and expenses for their annual event.

Amount:

\$450.00

Organization:

Pensacola Park Neighborhood Association

1859 Nicholasville Road

Lexington, KY 40503

Jesse Voigt

Purpose:

To assist with a tree planting and completion of a memorial for the late Council Member Jake Gibbs.

Amount:

\$1,200.00

**Neighborhood Development Funds
February 1, 2022
Work Session**

Amount	Recipient	Purpose
\$ 950.00	Lexington Rescue Mission Kim Livesay PO Box 1050 Lexington, KY 40588	To assist with their 2022 Virtual Walk for Warmth.
\$ 900.00	Kentucky Lions Eye Foundation (KLEF) Lindy Lamkin 301 E. Muhammad Ali Blvd. Louisville, KY 40202	To assist with the Mr. & Mrs. Kentucky Basketball Awards Ceremony.
\$ 450.00	Mobile Mission Experience, Inc. Andrea Woodson 838 E. High Street, #298 Lexington, KY 40502	To assist with their community baby shower event.
\$ 450.00	LEX Project Prom Asona McMullen 2012 Baltusrol Lane Lexington, KY 40509	To assist with operating supplies and expenses for their annual event.
\$ 1,200.00	Pensacola Park Neighborhood Association Jesse Voigt 1859 Nicholasville Road Lexington, KY 40503	To assist with a tree planting and completion of a memorial for the late Council Member Jake Gibbs.



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 0124-22

File ID: 0124-22

Type: Summary

Status: Agenda Ready

Version: 1

Contract #:

In Control: Council Office

File Created: 01/26/2022

File Name: Approval of December 7, 2021 Committee Summary

Final Action:

Title: Summary: Environmental Quality & Public Works Committee, December 7, 2021

Notes:

Sponsors:

Enactment Date:

Attachments: eqpw_2021-12-07

Enactment Number:

Deed #:

Hearing Date:

Drafter:

Effective Date:

Related Files:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File 0124-22

Title

Summary: Environmental Quality & Public Works Committee, December 7, 2021



Environmental Quality & Public Works Committee

December 7, 2021

Summary and Motions

Chair F. Brown called the meeting to order at 1:02 p.m. Committee Members Kay, Ellinger, Moloney, McCurn, Sheehan, Kloiber, Worley, and Bledsoe were present. Council Member Reynolds was also present as a non-voting member.

I. Approval of October 19, 2021 Committee Summary

Motion by Kay to approve the October 19, 2021 Environmental Quality & Public Works Committee Summary. Seconded by LeGris. Motion passed without dissent.

II. Annual MS4 Program Update

Charlie Martin, Director of Water Quality, began the presentation by explaining the permit process for the program. He said compliance revolves around meeting the objectives of 10 program elements which are further defined in the Stormwater Quality Management Program documents. He reviewed the evolution of the MS4 Program and said Lexington's regulations were not fully embraced in the 1990s and in 2006, the EPA and Kentucky sued Lexington for alleged violations of the Clean Water Act which led to the Consent Decree. He mentioned that in January this year, Lexington was released from the MS4 provisions of the Consent Decree and the MS4 Program no longer operates under court ordered sanctions. He reviewed next steps moving forward which include continued compliance in the program element categories, continued promotion and administration of the Division of Water Quality Management Fee Program and continued evaluation of a Stormwater Payment-In-Lieu-Of (SPILO) program as a potential alternative to post-construction stormwater controls for redevelopment sites.

Bledsoe expressed appreciation for the proactive approach in finding issues behind our stormwater problem. She asked about the increase in staffing over the years and Martin said it is a function of the regulatory community which could sometimes call for additional staff, but currently he is more concerned about filling existing positions than creating new ones.

Kay and Martin discussed how this affects the remediation plan and Martin clarified that the sanitary sewer portion of the Consent Decree is still in effect. He explained that in May 2020 he wrote to the EPA and asked for *force majeure* at a time when 90% of active construction sites were to be inspected. The response he received was that this part of the program could be terminated since all of the obligations had been met. Martin said every part of the Consent Decree is complete except for remedial measures on the Sanitary Sewer Program which he will report to committee early next year. Martin clarified that we are not under the Consent Decree but we are still under the permit obligations for the MS4 program.

No further comment or action was taken on this item.

III. LFUCG Greenway Encroachment Agreement

Jennifer Carey, Director of Division of Environmental Services (DES), provided a history of encroachment agreements and explained that greenway encroachments include gardens, tree plantings, stream buffers, and play structures. She mentioned that DES manages approximately 500 acres of greenway space, 165

acres of medians, and 388 acres of right-of-way. She explained that having these agreements in place allows for tracking how LFUCG properties are being used; reduces the city's liability; and improves communication with other parties with the hope of providing clear expectations to the applicant. She displayed a map to illustrate the areas of coverage and she explained that the purpose for updating the encroachment agreement is to address communication, coordination, and notification issues. She mentioned that when updating the encroachment agreement, a revised application was drafted and reviewed by the Law Department in an effort to achieve consistency with other departments. She closed by reviewing the process for obtaining an encroachment permit which can be found online and added that applicants should contact DES for a plat, map, district contact info, etc. Applicants should submit those documents to DES for review and approval prior to receiving the permit.

At this time, Chair Brown opened the floor and 2 people provided public comment.

Sheehan requested clarification on the liability piece and asked if there is assistance available for helping with the utility easement approval process. With regard to utility notification, Carey said, there is a one-page sheet on the *Greenways* web page that provides contact information for all of the utilities that could potentially have an easement on a parcel. She said DES has been in contact with the utilities and will help these groups make the connection. Cravens clarified that the intent behind the liability language is to manage the city's risk. We are giving a group or person permission to enter and place something on our property so the concern is making sure that those individuals are primarily responsible for answering to any claim that may be brought forward as a result of them working on our property. Sheehan asked if this means that when a person enters and works on city-owned property, the city is not liable for the work being done or for what might happen as a result of that work. Cravens said the gist is that the city is allowing groups on their property to work on a project, but it needs to be at minimal risk to the city. Sheehan asked if this puts the liability on the groups working in the space and Cravens explained that this makes the groups answerable in the same way they would be answerable for anything they do on our property. He added that this is consistent with language used for volunteers who work at community parks. Those volunteers would sign a release that says they understand they are being given permission to work on city property and will be primarily answerable for any damage that may occur as a result of what they are doing on city property.

Kay asked about the process for moving this agreement forward and Carey said it is not very different from other types of encroachment agreements in place through other divisions and she hopes to have Council's support. Kay and Carey discussed the permit requirement for planting flowers in a median and Carey confirmed that this does require a permit which would need to be renewed every 2 years as long as the space is being maintained. When it is no longer being maintained, the permit can terminate. Kay asked about turning over maintenance to someone else and Carey said the permit holder would contact DES to transfer the name on the permit. Kay asked about planting without a permit and Carey said that when DES learns about these instances, they determine who is responsible for managing the area and then they try to get a permit in place on the backend.

LeGris referenced a community organization working on city property and asked if it would be the community organization's responsibility to maintain the space they planted on and, if anything happens, the burden falls on the organization and not the city. Cravens said, based on this example, it would be up to the community organization to decide what insurance coverage they have for any risks involved in work they do on city property. He added that indemnification clauses are in place to manage the risk between the city and the community organization if a claim were to come forward. This is to ensure the city is not primarily answerable for damage claims that may be more appropriately imposed upon the person or

organization that put the object on city property. LeGris spoke about a community organization that does planting every two years and asked what happens if they can no longer maintain those plantings, but the plantings are in alignment with some of the city's ideas. Carey said they would have to evaluate on a case-by-case basis and determine how maintenance-intensive the plantings are. The city will likely take care of it if it is something that can be added to the maintenance budget. If it is more specialized, we may have to reach out to volunteer groups for assistance. LeGris asked if they are revisiting prior agreements in relation to the indemnity clause and Carey confirmed they are and it is more of a combined language than it was for the 2016 permit.

Reynolds questioned whether the city sees maintaining the stream buffer as an essential component to their green infrastructure policy. Carey explained that she does not see stream buffers as a clearly defined green infrastructure component, but there are benefits for having robust areas along streams. Reynolds asked about outside organizations and neighborhoods who put time and money into improving city property regardless of where it is located. She said funding might come from a grant or neighborhood funds and her concern is that we are placing regulations on people who are doing work on our properties that we don't have the manpower or money to do.

Bledsoe and Carey discussed green infrastructure and why stream buffers do not fall under this policy. Carey explained that green infrastructure is more about various practices that can be implemented to meet the Stormwater Manual requirements. Riparian areas are included in the Stormwater Manual, but mainly for the purpose of allowing calculations around them and the benefits they provide. She said no one in the private development community has used this as a tool for meeting requirements in the Stormwater Manual for developing their parcel or property. Bledsoe asked for an explanation on why stream buffers are encroachments and why it is defined that way. Carey explained that if someone comes into an area and plants a lot of new vegetation along a stream, it is an encroachment because it is something new that is being put or placed on city property. This is a way for us to know who placed it, what they placed, and where they placed it. For this reason, we feel that plantings on a stream buffer are similar to a gazebo or a trampoline because it is something that is being added to the city's property. Carey said, ultimately, we need to know about it so we can do maintenance or find the entity responsible for the maintenance. Bledsoe and Carey discussed having this reviewed by the Greenspace Commission and getting their feedback before this moves forward.

No further comment or action was taken on this item.

IV. Wrong-Way Driving

Bledsoe introduced the item which was referred to committee after several wrong-way collisions in Lexington. Jeff Neal, Director of Traffic Engineering, said wrong-way driving is likely something that occurs frequently, but it is difficult to detect and often you don't know until it is too late. In KY there are 40 deaths per year due to wrong-way driving and nationally, it is about 500 per year. He spoke about the contributing factors to wrong-way driving and he reviewed the typical exit ramp and markings that indicate "do not enter", "wrong way", or "one way". He suggested possible improvements could be enhanced signs and markings to supplement existing ones. He provided illustrations of potential technology enhancements such as wrong-way vehicle detection integration to warn other motorists and communicate with dispatch for a faster response.

LeGris spoke about wrong-way driving in the downtown area and said more accurate signage is helpful. She appreciates the innovative solutions being brought forward and ideas to make it safer for residents

and drivers who drive regularly in these areas, but also for drivers who are visiting Lexington because our roads can be confusing.

Bledsoe asked if there was a 10-year look back on the worst intersections or access points where the driver enters. Neal said it is difficult to determine the entry point because it is difficult to determine what interchange they entered on a controlled-access highway. He added that technology is not in place to record this information so many times we don't know where the vehicle entered the roadway until the collision occurs. Bledsoe spoke about the vehicle detection warning system and asked if the vehicle would have to be going at a certain speed or if you could use it on New Circle Road as opposed to Maxwell Street. Neal stated that he is not sure how well these would work in a downtown setting with pedestrians and bicyclists, but feels it is more appropriate for an Interstate (controlled-access highway). Bledsoe expressed interest in piloting a few of these to see if it would make a difference. Neal said he is waiting to see what the state is going to with their federal grant.

Ellinger asked how many warning signals would be included in the pilot program and Neal said there would be 19 total for New Circle Road and the Interstate. Ellinger asked if we are waiting to hear about the grant from the state. Neal said all of the interchanges are state-controlled roadways and it is their responsibility to put these devices on and for us to do this, we would need the state's permission.

F. Brown suggested keeping this in committee and having the Division of Traffic Engineering come back to present a pilot program. Bledsoe added that the pilot should cost around \$75,000 for the 11 interchanges on New Circle Road.

No action was taken on this item.

V. Items Referred to Committee

No action was taken on this item.

Motion by Bledsoe to adjourn at 2:27 p.m. Seconded by Ellinger. Motion passed without dissent.



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 0607-21

File ID: 0607-21

Type: Agenda Item

Status: Agenda Ready

Version: 1

Contract #:

In Control: Urban County
Council Work
Session

File Created: 06/09/2021

File Name: Page Break

Final Action:

Title:

Notes:

Sponsors:

Enactment Date:

Deed #:

Hearing Date:

Drafter:

Effective Date:

Related Files:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File 0607-21



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0093-22

File ID: 0093-22

Type: Agenda Item

Status: Agenda Ready

Version: 1

Contract #:

In Control: Social Services

File Created: 01/18/2022

File Name: Senior Intern Luncheon-Hyatt Regency Catering Agreement 2022

Final Action:

Title: Authorization to execute a Catering Contract with the Hyatt Regency Lexington for catering services for the annual Senior Intern Alumni Luncheon on Friday, June 10, 2022, at a cost not to exceed \$6000.00. Funds are budgeted. (L0093-22) (Stambaugh/Allen-Bryant)

Notes:

Sponsors:

Enactment Date:

Attachments: 0093-22 Bluesheet Memo - Hyatt Agreement Sr Intern Luncheon, Hyatt Regency Contract - Sr Intern Program 2022

Enactment Number:

Deed #:

Hearing Date:

Drafter: Theresa Maynard

Effective Date:

Related Files:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File 0093-22

Title

Authorization to execute a Catering Contract with the Hyatt Regency Lexington for catering services for the annual Senior Intern Alumni Luncheon on Friday, June 10, 2022, at a cost not to exceed \$6000.00. Funds are budgeted. (L0093-22) (Stambaugh/Allen-Bryant)

Summary

Authorization to execute a Catering Contract with the Hyatt Regency Lexington for catering services for the annual Senior Intern Alumni Luncheon on Friday, June 10, 2022, at a cost not to exceed \$6000.00. Funds are budgeted. (L0093-22) (Stambaugh/Allen-Bryant)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Evan Thompson 1/18/22

Risk Management: N/A

Fully Budgeted [select]: YES

Account Number:

1103-606102-6063-75102 \$4692.00

1103-606102-6063-71299 \$1308.00

This Fiscal Year Impact: Not to exceed \$6,000.00

Annual Impact: N/A

Project:

Activity:


Budget Reference:

Current Balance: 1103-606102-6063-75102 \$4692.00

 1103-606102-6063-71299 \$1799.33



TO: Mayor Linda Gorton
Honorable Members, Urban County Council

FROM: 
Kacy Allen Bryant, Commissioner of Social Services

DATE: January 18, 2022

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

Request:

Request Council Authorization for the Mayor to execute a Catering Contract with the Hyatt Regency Lexington for catering services for the annual Senior Intern Alumni Luncheon on Friday, June 10, 2022.

Purpose:

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

Budgetary Implication:

The required minimum for the contract is \$4,700.00. Total cost not to exceed \$6,000, depending on the number of attendees.

Are the funds budgeted?

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

1103-606102-6063-75102	\$4692.00
1103-606102-6063-71299	\$1308.00

File Number: 0093-2022

Director/Commissioner: Kristy Stambaugh / Kacy Allen-Bryant





401 W. High Street
Lexington, KY 40507

Ph: 859-253-1234
Fax: 859-254-7430
www.lexington.hyatt.com

GROUP SALES AGREEMENT

Date Prepared: January 14, 2022

Group Contact: Kristy Stambaugh
Organization: LFUCG – Aging Services
Address: 200 East Main Street
Lexington, KY 40507
Telephone: 859.258.3806
E-mail Address: kstambau@lexingtonky.gov

Name: Senior Appreciation Luncheon

Official Event Dates: Friday, June 10, 2022

Hyatt Sales Manager: Deborah Taylor Smith
Title: ADOS
Telephone: 859.519.4218 Fax: 859.254.7430
E-mail Address: debbie.smith-taylor@hyatt.com

LFUCG (“Group”), and Hyatt Regency Lexington (“Hotel”) agree as follows: The Hotel agrees to hold the space listed in this agreement on a tentative basis until January 28, 2022. If this agreement is not fully executed by Group and Hotel by this date, the Hotel will release the space. If an alternate request is received, the Hotel will notify you and you will have forty-eight (48) hours from Hotel notification to return this executed agreement.

Day	Date	Function	Time	Room	# of guests	F&B Minimum
Friday	6/10/2022	Lunch/presentation	11:30 AM – 2 PM	Regency Ballroom	200pp	\$4,700.00

DEFINITE BOOKING

Once you sign and return this agreement, your reservation will be confirmed and considered a definite booking. This signed contract is due on 1/28/2022.

MINIMUM REVENUE COMMITMENT

Room Rental will be waived with a food & beverage minimum of **\$4,700.00**. This minimum does not include guestroom charges, service charges, any applicable taxes, labor charges, audiovisual, or any other miscellaneous charges incurred. Should the minimum revenue not be achieved, the remaining balance will be applied as room rental and will be placed on the Group’s Master Account.

CANCELLATION POLICY

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

Contract signing to arrival date (80% of estimate revenue)	\$3,760.00
------------------------------------------------------------	------------

Cancellations made under this provision shall be made by the canceling party to the non-canceling party by written notice and payment of the liquidated damages due at that time. Failure to remit payment when due will result in Group's cancellation of this Agreement and Group shall be liable for the Cancellation Fee as set forth herein.

FORCE MAJEURE

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

GUARANTEE COUNTS

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

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

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

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

TAXES

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

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

FOOD AND BEVERAGE

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

PAYMENT

LFUCG – Aging Services is approved for Direct Billing with the Hyatt Regency Lexington.

SERVICE CHARGE

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

INDEMNIFICATION AND HOLD HARMLESS

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

To the extent permitted by law, Group agrees to defend, indemnify, and hold harmless Hotel from and against all claims, actions, causes of action, or liabilities, including reasonable attorneys' fees, arising out of or resulting from any act undertaken or committed by Group or any contractors hired or engaged by the Group in connection with performance of Group's obligations under this Agreement. To the extent permitted by law, Group also agrees to defend, indemnify, and hold harmless Hotel from any liability resulting from any claim, action or cause of action, which may be asserted by third parties arising out of the performance of Group's obligations pursuant to this Agreement, except those actions which are due to the misconduct or negligence of hotel.

INSURANCE

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

PERMITS/LICENSES

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

EVENT ROOM

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

CHANGES; NOTICE

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

DAMAGES

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

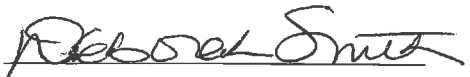
PRIVACY OF PERSONAL INFORMATION

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

BINDING AGREEMENT

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

Date: 1/18/22

Signature: 

DEBORAH TAYLOR SMITH
ASSISTANT DIRECTOR OF SALES

(HYATT REGENCY LEXINGTON)

Date: 1/8/20

Signature: 

TODD GARVIN
DIRECTOR OF SALES &
MARKETING
(HYATT REGENCY LEXINGTON)

Date: _____

Signature: _____

MAYOR LINDA GORTON
(LEXINGTON FAYETTE URBAN CO.
GOVERNMENT)



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0094-22

File ID: 0094-22

Type: Agenda Item

Status: Agenda Ready

Version: 1

Contract #:

In Control: Police

File Created: 01/18/2022

File Name: Thoroughbred Aviation - Sole Source Certification

Final Action:

Title: Authorization to establish Thoroughbred Aviation, Bell Helicopter Service, as a sole source vendor. Thoroughbred Aviation is located in Georgetown, KY and provides the Police Department service in a rapid manner within minutes of being called. No budgetary impact. (L0094-21) (Weathers/Armstrong)

Notes:

Sponsors:

Enactment Date:

Attachments: Cover Memo - Thoroughbred Aviation - Sole Source Certification, SOLE SOURCE CERTIFICATION-Thoroughbred Aviation Maintenance-2022, 00747851.DOCX

Enactment Number:

Deed #:

Hearing Date:

Drafter: Renita Happy

Effective Date:

Related Files:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File 0094-22

Title

Authorization to establish Thoroughbred Aviation, Bell Helicopter Service, as a sole source vendor. Thoroughbred Aviation is located in Georgetown, KY and provides the Police Department service in a rapid manner within minutes of being called. No budgetary impact. (L0094-21) (Weathers/Armstrong)

Summary

Authorization to establish Thoroughbred Aviation, Bell Helicopter Service, as a sole source vendor. Thoroughbred Aviation is located in Georgetown, KY and provides the Police

Department service in a rapid manner within minutes of being called. No budgetary impact.
(L0094-21) (Weathers/Armstrong)

Budgetary Implications: NO

Advance Document Review:

Law: No

Risk Management: No

Fully Budgeted: N/A

Account Number: N/A

This Fiscal Year Impact: \$ -0-

Annual Impact: \$ -0-

Project:

Activity:

Budget Reference:

Current Balance:



Lexington-Fayette Urban County Government
DEPARTMENT OF PUBLIC SAFETY

Linda Gorton
Mayor

Kenneth Armstrong
Commissioner

TO: Mayor Linda Gorton
Urban County Council

Lawrence B. Weathers

FROM: Chief Lawrence B. Weathers
Lexington Police Department

CC: Commissioner Kenneth Armstrong
Department of Public Safety

DATE: January 18, 2022

SUBJECT: Thoroughbred Aviation - Sole Source Certification

Request

Authorization to establish Thoroughbred Aviation, Bell Helicopter Service, as a sole source vendor. In order for the Lexington Police Department helicopter to operate safely, effectively and at the lowest possible cost, a sole source vendor must be established.

Why are you requesting?

Thoroughbred Aviation is located in Georgetown, KY and provides the Police Department service in a rapid manner within minutes of being called. The nearest helicopter service center is located in Piney Flats, TN.

A savings will be recognized by using Thoroughbred Aviation due to being local and avoiding additional cost of flying the helicopter a long distance to be serviced.

The Police Department is requesting approval from the Urban County Council and Mayor Linda Gorton in regards to establishing Thoroughbred Aviation, Bell Helicopter Service Center as a sole source vendor for future repairs on our Department helicopter.

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

Are the funds budgeted? N/A

File Number: 0094-22

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

LBW/rmh



JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

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

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

This form must be filled out for the request to purchase any good or non-professional service that requires a competitive procurement process (informal quotes (\$1001-\$10,000), formal quotes (\$10,001 - \$19,999.99), or formal bid (\$20,000 or more) as defined in the LFUCG's Purchasing Manual. This form must be completed in its entirety and attached to the purchase requisition.

Note: Sole Source Purchase requests for goods exceeding \$20,000 will require approval by the Urban County Council by submitting an Administrative Review Form. A copy of this form must be signed off by Central Purchasing and attached to the Administrative Review Form.

Requesting Division

Name Lt. Mark Brand

Division/Dept.: Police/Public Safety

Phone 859-280-8472

Email mbrand@lexingtonpolice.ky.gov

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

Cost: ongoing/reoccurring

Sole Source Request for Professional Service and parts

One Time Purchase

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

Vendor Information

Business Name: Thoroughbred Aviation Maintenance

Contact Name Joe Otte: GM

Address 6204 Paris Pike Georgetown, Ky. 40324

Phone 502-863-9799 email joe@tbamky.com

STATEMENT OF NEED: SEE ATTACHMENT



JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

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

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

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

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

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

Uniqueness of the service.

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

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

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

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

This is a unique service that requires special aircraft maintenance. There are plenty of airplane maintenance facilities, but helicopter maintenance facilities are few and far between in this area.



JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

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

The Bell helicopter website was accessed and service centers were contacted via phone and email. The nearest service center other than Thoroughbred Aviation is located in Piney Flats, Tn. which is 170 miles by air. Contact was made with Chuck Buchanan, Regional Sales Mgr. who advised me that the prices from the last quote were going to be higher. I requested new quote for our agency, but hasn't given me the new quotes after multiple enquires. I mentioned that I had contacted other service centers including Thoroughbred Aviation and he indicated that his prices were most likely going to be higher.

4. How was the price offered determined to be fair and reasonable?
(Explain what the basis was for comparison and include cost analyses as applicable.)

See attached cost analysis sheet.

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

The Police /Govt. will have savings when using Thoroughbred Aviation over other Bell helicopter service centers. We also avoid costs of flying our aircraft over long distances for service.

The round trip to Piney Flats, Tn. is 340 miles round trip.

The round trip to A & S Helicopters is 640 miles round trip.

The round trip to Thoroughbred Aviation (Georgetown, Ky.) is 33 miles.

When you factor in ferrying the helicopter to maintenance, Thoroughbred Aviation is going to be the cheapest solution.



JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

In order for the police helicopter to operate safely, effectively, & at the lowest possible cost, a sole vendor must be established. Thoroughbred Aviation Maintenance in Georgetown, Ky. provides the police service in rapid manner within minutes of being called. Their costs are competitive & comparable to the centers that I've contacted in the region. Maintenance is paramount and on a regular schedule.

Even though the prices may be lower, it's impractical to fly to Piney Flats, Tn. or Cahokia, Ill. for aircraft maintenance. The aircraft would have unnecessary time put on its components which would result in tripling the costs. Thoroughbred is a 15 minute flight time from Bluegrass Airport, where the police aircraft are hangered.



JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

Mast Overhaul

Thoroughbred (Georgetown, Ky.)	\$4800
A & S Helicopters (Cahokia, Ill.)	\$2500 + parts
Bell Helicopter (Piney Flats, Tn.)	\$2000 + parts (2016 prices)

100 Hour Inspection

Thoroughbred	\$4900
A & S Helicopters	\$2250 + parts
Bell Helicopter	\$4000 + parts (2016 prices)

300 Hour Inspection

Thoroughbred	\$4250 + parts
A & S Helicopters	\$2450 + parts
Bell Helicopters	\$6300 + parts (2016 prices)

Hourly Rate

Thoroughbred	\$90.00
A & S Helicopters	\$85.00
Bell Helicopters	\$ 85.00 (2016 prices)

Thoroughbred charges cost plus 10% on parts. The other centers would most likely match the parts costs, but the aircraft would have be flown had a great distance costing additional money every time it gets regular maintenance.

RESOLUTION NO. _____ -2022

A RESOLUTION AUTHORIZING THE DIVISION OF POLICE TO PURCHASE BELL HELICOPTER SERVICE FOR THE POLICE HELICOPTER FROM THOROUGHbred AVIATION, A SOLE SOURCE PROVIDER, AND AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE ANY NECESSARY AGREEMENT WITH THOROUGHbred AVIATION, RELATED TO THE PROCUREMENT.

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

Section 1 – That the Division of Police is authorized to purchase Bell Helicopter Service for the Police helicopter from Thoroughbred Aviation, a sole source provider, and the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute any necessary agreement with Thoroughbred Aviation, related to the procurement.

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
0094-22:MRS:X:\Cases\POLICE\22-LE0003\LEG\00747851.DOCX



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 0102-22

File ID: 0102-22

Type: Agenda Item

Status: Agenda Ready

Version: 1

Contract #:

In Control: Police

File Created: 01/20/2022

File Name: TAC Air Aircraft Storage - Sole Source Certification
Renewal

Final Action:

Title: Authorization to establish TAC Air as a sole source vendor for Aircraft Storage of our Police Helicopter. This is to establish TAC Air as a sole source vendor for aircraft storage, hangar subleases and office rental for our Police Helicopter. Funds are budgeted. (L0102-22) (Weathers/Armstrong)

Notes:

Sponsors:

Enactment Date:

Attachments: Cover Memo - Sole Source Certification - TAC Air Aircraft Storage, TAC Air - Sole Source Certification - Hanger Rent 2022, Resolution 394-2020

Enactment Number:

Deed #:

Hearing Date:

Drafter: Renita Happy

Effective Date:

Related Files:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File 0102-22

Title

Authorization to establish TAC Air as a sole source vendor for Aircraft Storage of our Police Helicopter. This is to establish TAC Air as a sole source vendor for aircraft storage, hangar subleases and office rental for our Police Helicopter. Funds are budgeted. (L0102-22) (Weathers/Armstrong)

Summary

Authorization to establish TAC Air as a sole source vendor for Aircraft Storage of our Police Helicopter. This is to establish TAC Air as a sole source vendor for aircraft storage, hangar subleases and office rental for our Police Helicopter. Funds are budgeted. (L0102-22) (Weathers/Armstrong)

Budgetary Implications: YES

Advance Document Review:

Law: No

Risk Management: No

Fully Budgeted: N/A

Account Number: N/A

This Fiscal Year Impact: \$ -0-

Annual Impact: \$ -0-

Project:

Activity:

Budget Reference:

Current Balance:



Lexington-Fayette Urban County Government
DEPARTMENT OF PUBLIC SAFETY

Linda Gorton
Mayor

Kenneth Armstrong
Commissioner

TO: Mayor Linda Gorton
Urban County Council

Lawrence B. Weathers

FROM: Chief Lawrence B. Weathers
Lexington Police Department

CC: Commissioner Kenneth Armstrong
Department of Public Safety

DATE: January 20, 2022

SUBJECT: Sole Source Certification Renewal - TAC Air Aircraft Storage

Request

Authorization to renew TAC Air as a sole source vendor for Aircraft Storage of our Police Helicopter.

Why are you requesting?

This is to renew TAC Air as a sole source vendor for aircraft storage, hangar subleases and office rental for our Police Helicopter. The Police Department is requesting approval from the Urban County Council and Mayor Gorton in regards to renewing TAC Air as a sole source vendor. I have also attached our current agreement with TAC Air that is active through July 2022 (Resolution 394-2020)

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

Funds for the current agreement are budgeted

Are the funds budgeted? Yes

File Number: 0102-22

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

LBW/rmh



JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

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

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

This form must be filled out for the request to purchase any good or non-professional service that requires a competitive procurement process (informal quotes (\$1001-\$10,000), formal quotes (\$10,001 - \$19,999.99), or formal bid (\$20,000 or more) as defined in the LFUCG's Purchasing Manual. This form must be completed in its entirety and attached to the purchase requisition.

Note: Sole Source Purchase requests for goods exceeding \$20,000 will require approval by the Urban County Council by submitting an Administrative Review Form. A copy of this form must be signed off by Central Purchasing and attached to the Administrative Review Form.

Requesting Division

Name Lt. Mark Brand Division/Dept Police/Public Safety

Phone 859-280-8472 Email mbrand@lexingtonpolice.ky.gov

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

Cost: \$1621.23 per month

Sole Source Request for the Purchase of: Police Helicopter Hanger rent

One Time Purchase

To Establish Sole Source Provider Contract
(Subject to annual review and approval by Central Purchasing and/or Urban County Council)

Vendor Information

Business Name TAC Air

Contact Name: Whitney Briscoe

Address 4308 Hangar Drive

Phone 859-255-7724 Email: WBriscoe@tacair.com

STATEMENT OF NEED: (Add additional pages as needed)



JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

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

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

This is to pay for rent on the Police Helicopter hanger and Office space located at Lexington Bluegrass Airport. Tac Air is the only provider of these services located at Bluegrass Airport. The next closest vendor is in Georgetown, Kentucky.

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

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

Uniqueness of the service. Describe.

Hanger is only available at Bluegrass Airport here in Lexington

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

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

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

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

-



JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

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

Lexington Bluegrass Airport is the only airport in this immediate area that provides this product. Georgetown and Frankfort have airports but it is not economically feasible to fly to these locations or store the aircraft there.

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

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

Tac Air is the only company that hanger space can be rented by at Lexington Bluegrass Airport. They are providing a large amount of space to us at a discounted price. We have done business with the company for years without incident.

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

The rent is cheaper than building a facility to maintain the helicopter at this location.

RESOLUTION NO. 394 2020

A RESOLUTION AUTHORIZING THE DIVISION OF POLICE, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO ACCEPT AN AIRCRAFT STORAGE AGREEMENT WITH TAC AIR, A SOLE SOURCE PROVIDER, AT A COST NOT TO EXCEED \$22,243.80.

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

Section 1 - That the Division of Police, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to accept an aircraft storage agreement with Tac Air, a sole source provider.

Section 2 - That an amount, not to exceed the sum of \$22,243.80, be and hereby is approved for payment to TAC Air from account #1132-505501-71302.

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

PASSED URBAN COUNTY COUNCIL: August 27, 2020



MAYOR

ATTEST:



CLERK OF URBAN COUNTY COUNCIL

747-20_MRS_X:\Case#POLICE20-MS0003\LEIGH082018.DOCX



AIRCRAFT STORAGE AGREEMENT

THIS AGREEMENT, is made and entered into between Truman Arnold Companies d/b/a TAC Air, a Texas corporation, with offices at the Blue Grass Airport, Lexington, Kentucky, hereinafter referred to as "TAC Air" and Lexington-Fayette Urban County Government on Behalf of the Lexington Police Department, whose address is 150 E. Main St., Lexington KY 40507, hereinafter referred to as "Customer".

WITNESSETH THAT:

WHEREAS, TAC Air is a fixed base operator (FBO) at the Blue Grass Airport, Lexington, Kentucky, and thereon provides aviation related services, said Airport being hereinafter referred to as the "Airport", and has available for the use of certain of its customers a number of hangar spaces, and

WHEREAS, Customer owns, possesses and/or operates the aircraft hereinafter described and desires to lease space for that aircraft from TAC Air and TAC Air is willing to provide same, under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the rents, terms, conditions and agreements hereinafter set forth, the parties hereto agree as follows:

1. SUBJECT. The subject of this Agreement is storage of the following aircraft: N911LP and N912LP, hereinafter called the "Aircraft". Provided however, upon prior notice to TAC Air of the make, model and registration number thereof, and written consent from TAC Air, Customer may substitute another aircraft for the one above identified which will then become the Aircraft subject to the terms and conditions of this Agreement.

2. SERVICES PROVIDED. During the term hereof and while the Aircraft is present at the Airport, TAC Air shall:

- a. Store the Aircraft in a hangar in common with other aircraft.
- b. Provide aircraft towing services to remove and/or return the Aircraft to the hangar in which it is being stored.
- c. Make available office space on TAC Air premises to be used for support functions of the Aircraft. The location of the offices shall be located at hangar 2 office A and hangar 3 office D, and consists of approximately four hundred (400) square feet.
- d. It is understood and agreed that TAC Air shall not be a guarantor or insurer of the Aircraft, its components, or any other property of the Customer left on or about the Airport.

3. TERMS & FEES.

a. Subject to the other terms and conditions of this Agreement, this Agreement shall continue for twenty four (24) months from the effective date of this Agreement.

b. The monthly fees shall be due and payable in advance on or before the first day of each month and without demand during the term hereof. The monthly fee is \$1544.03.

c. At each anniversary of this Agreement, the monthly rental rate in effect immediately prior to said anniversary date, shall be increased by 5%.

d. The "effective date" of this Agreement shall be the first day of the calendar month next following the date upon which this Agreement is executed by the Customer and TAC Air. Provided however, should storage under this Agreement be implemented prior to the effective date of this Agreement, then Customer shall pay to TAC Air a pro-rata fee for such partial month. Upon the execution of this Agreement, Customer shall pay to TAC Air the fee for any partial month prior to the effective date of this Agreement.

e. Upon termination of this Agreement for any reason or upon the expiration of the term hereof, Customer shall, on or before the date of termination or expiration, remove the Aircraft and all of Customer's associated equipment and supplies from the space where they are stored.

f. If any installment of the rental fee is not received by TAC Air within five (5) days from its applicable due date, a late payment fee equal to five percent (5%) of the outstanding balance shall be added to the amount due and owing by Customer. In addition, interest shall be due and payable on all unpaid sums which are more than five (5) days past due at the rate of twelve percent (12%) per annum.

4. FUEL. All aviation fuel purchases at the Blue Grass Airport by Customer shall be from TAC Air.

5. UTILITIES AND CONCESSION RECOVERY. In addition to the above fees, Customer agrees to pay, each month, a utility fee of \$100.00, an environmental fee of \$100.00 and a concession recovery fee equal to 2% of the rental amount specified in Paragraph 3(b) herein.

6. CUSTOMER'S PERMITTED USE AND ACTIVITIES.

a. The assigned space in which the Aircraft is stored under this Agreement shall be used solely for the storage of said Aircraft, associated equipment and supplies, and for the Customer's performance of routine maintenance on the Aircraft, as provided for under relevant sections of the Federal Aviation Regulations.

b. Access to the hangar by any outside vendor performing maintenance of said Aircraft will be subject to approval by TAC Air management. Approval shall not be arbitrarily denied.

7. PROHIBITED ACTIVITIES. The following activities by the Customer at the Airport and within the space are prohibited:

- a. Storage of flammable materials or anything other than the Aircraft or associated equipment and supplies;
- b. Maintenance except as permitted under Paragraph 6 above;
- c. Parking of automobiles in other than designated parking areas;
- d. Subletting to any other individual, partnership, corporation or other association.

8. AIRPORT REGULATIONS. Customer agrees to comply with applicable regulations as are from time to time promulgated by TAC Air or the Blue Grass Airport (the "Airport Authority") in addition to the following:

- a. No aircraft engine shall be operated in any hangar space;
- b. Smoking is not permitted in any area where the Aircraft, service equipment, or supplies are located including, but not limited to hangar areas, flight line, ramps and tie downs;

- c. No electrically operated devices shall be left unattended at any time;
- d. Any damage to the Aircraft or Airport property of which the Customer has knowledge shall be immediately reported to TAC Air.

9. GOVERNMENT REGULATIONS. Customer agrees to operate its Aircraft and conduct itself at the Airport in accordance with all laws and regulations promulgated by Federal, State and Local governments and agrees to indemnify, defend and hold TAC Air harmless from any and all claims, fines, costs and expenses including reasonable attorney's fees which TAC Air may incur as a result of Customer's failure to so comply.

10. HOLD HARMLESS AND INDEMNIFICATION.

a. To the extent allowable by law, the Customer shall indemnify, defend and hold TAC Air harmless from any claims including costs and expenses and reasonable attorney's fees made against TAC Air as a consequence of Customer's activities at the Airport. Further, to the extent allowable by law, the Customer shall indemnify TAC Air and assume responsibility for any damage to the property of TAC Air, the Airport, the City of Lexington or others resulting from Customer's activities on the Airport. This shall not be deemed a waiver of sovereign immunity on any third party defense available to the customer.

b. Customer shall notify TAC Air in writing of any occurrence or accident or of any damage or loss sustained by it within two (2) days following Customer's knowledge of such occurrence or accident as a condition of any right of action or remedy which it may have against TAC Air under the terms of this Agreement or otherwise.

c. Customer hereby releases TAC Air from any liability for loss or damage to the Aircraft, its components or any other property of the Customer, unless such loss or damage is due to the negligence or willful act of TAC Air, its agents or employees. TAC Air in no event shall be liable to Customer for any indirect, incidental, or consequential damages.

11. INSURANCE.

a. Lexington-Fayette Urban County Government on behalf of the Lexington Police Department is self-insured.

12. DEFAULT. Default shall consist of:

- a. Customer's failure to pay fees within ten (10) days of the due date;
- b. Customer's failure to comply with any of the terms of this Agreement or any rule or regulations promulgated by TAC Air or the Airport Authority within ten (10) days after notice to Customer of such failure;
- c. Customer's failure to comply with any law or regulation of any governmental authority within ten (10) days after notice of such failure;

Any forbearance by TAC Air in exercising any right or remedy hereunder or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

13. REMEDIES ON DEFAULT.

a. On default, TAC Air, in addition to any other remedy at law or equity, shall have the right to remove the Aircraft and any equipment or supplies from the space and store it at TAC Air's sole option at any other place, either indoors or outdoors, and hold Customer responsible for storage charges. Customer shall also be responsible for payment of:

- (1) All sums accrued through the date of termination;
- (2) The balance of all rentals, fees, or charges required to be paid by Lessee through the end of the Term; and
- (3) The reasonable costs incurred by TAC Air in terminating this Agreement, recovering possession of, and re-renting the hangar space, or any portion thereof

b. On default, any sums of money then due and owing to TAC Air and any sums which shall accrue thereafter, shall constitute a lien on any property of Customer located at the Airport, and TAC Air shall take any action necessary and provided for by law, including public sale of said property, in order to enforce said lien.

14. ASSIGNABILITY. This Agreement may not be assigned in whole or in part by Customer.

15. MISCELLANEOUS PROVISIONS.

a. This Agreement shall be deemed to have been executed and performed in the State of Kentucky and shall be interpreted in accordance with the laws of the State.

b. Should any provision of the Agreement be determined void or unenforceable, all other terms unaffected shall remain intact unless the intent of the Agreement can no longer be achieved.

c. This Agreement constitutes the entire Agreement between the parties and may not be modified except by a fully executed writing.

d. This Agreement shall bind the parties hereto, their heirs, executors, administrators, successors, and assigns.

e. Customer warrants that it has authority to enter into this Agreement.

16. NOTICES. All notices required under the terms of this Agreement shall be sent Certified Mail, Return Receipt Requested, and if delivery is unobtainable, then to the last known address, if not the same as set forth below, by regular mail.

TO TAC AIR:

Truman Arnold Companies
d/b/a TAC Air
100 Crescent Court, Suite 1600
Dallas, TX 75201
Attn: Vice President & COO

TO CUSTOMER:

Lexington-Fayette Urban County
Government on Behalf of Lexington Police
Department
150 E. Main St.
Lexington KY 40507
Attn: Mark Brand

17. CONFIDENTIALITY: N/A

IN WITNESSETH WHEREOF, the parties have duly executed this Agreement, all as of the 28th of July, 2020.

TAC Air
Westley Williams
General Manager

SIGNATURE: _____



Lexington Chief of Police

SIGNATURE: _____



Mayor LFUCG

SIGNATURE: _____



Customer, by its execution, acknowledges receipt of a copy of this Agreement.



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 0113-22

File ID: 0113-22

Type: Agenda Item

Status: Agenda Ready

Version: 1

Contract #:

In Control: Human Resources

File Created: 01/21/2022

File Name: 22.0008 Community Corrections Abolish/Create

Final Action:

Title: Authorization to abolish one (1) vacant classified position of Electronic/Computer Controls Manager (Grade 523E) and create one (1) classified position of Skilled Trades Manager (Grade 521E) in the Division of Community Corrections, effective upon passage by Council. This will have a future impact of a savings of \$8,279.90. (L0113-22) (Maxwell/Hamilton)

Notes:

Sponsors:

Enactment Date:

Attachments: Blue Sheet Memo 22.0008, From To 22.0008

Enactment Number:

Deed #:

Hearing Date:

Drafter: Alisha Lyle

Effective Date:

Related Files:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File 0113-22

Title

Authorization to abolish one (1) vacant classified position of Electronic/Computer Controls Manager (Grade 523E) and create one (1) classified position of Skilled Trades Manager (Grade 521E) in the Division of Community Corrections, effective upon passage by Council. This will have a future impact of a savings of \$8,279.90. (L0113-22) (Maxwell/Hamilton)

Summary

Authorization to abolish one (1) vacant classified position of Electronic/Computer Controls Manager (Grade 523E) and create one (1) classified position of Skilled Trades Manager (Grade 521E) in the Division of Community Corrections, effective upon passage by Council. This will have a future impact of a savings of \$8,279.90. (L0113-22) (Maxwell/Hamilton)

Budgetary Implications: NO

Advance Document Review:

Law: No

Risk Management: No

Fully Budgeted: Yes

Account Number:

This Fiscal Year Impact: \$

Annual Impact: \$

Project:

Activity:


Budget Reference:

Current Balance:



MEMORANDUM

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

FROM: 
John Maxwell, Director
Division of Human Resources

DATE: January 20, 2022

RE: **Abolish/Create Positions - Division of Community Corrections**

Request:

The attached is requesting authorization to abolish one (1) vacant classified position of Electronic/Computer Controls Manager (Grade 523E) and create one (1) classified position of Skilled Trades Manager (Grade 521E) in the Division of Community Corrections, effective upon passage by Council.

Why are you requesting?

Upon the request of the division, and in accordance with the Code of Ordinances, the Division of Human Resources conducted a classification study on the requested position. The study was conducted according to standard procedures using the Job Analysis Questionnaire (JAQ) and position audit. The position was analyzed by staff using the whole job rank and factor comparison methods. As a result, a recommendation for their requested position as described in this action.

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

This will have a future impact of a savings of \$8,279.90.



Position Title	Annual Salary Before	Annual Salary After	Annual Increase/Decrease
Electronic/Computer Controls Manager	(\$66,108.64)	\$0	(\$66,108.64)
Skilled Trades Manager	\$0	\$59,964.32	\$59,964.32
Total Annual Impact/ Salary and Benefits (\$8,279.90)			

File Number:

0113-22

Director/Commissioner:

John Maxwell/Sally Hamilton

If you have questions or additional information is warranted, please contact Alisha Lyle at (859) 258-3957.



Lexington-Fayette Urban County Government

Changes in Authorized Positions

Date: 1/20/2022

Classified Civil Service

Changes From:

Changes To:

Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Salary	Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Salary
<u>Division of Community Corrections (540)</u>								<u>Division of Community Corrections (540)</u>							
540.050	1	784	523E	Electronic/Computer Controls Manager	----	----	----	----	----	----	----	----	----	----	----
----	----	----	----	----	----	-----	----	540.055	1	634	521E	Skilled Trades Manager	----	----	----



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0114-22

File ID: 0114-22

Type: Agenda Item

Status: Agenda Ready

Version: 1

Contract #:

In Control: Human Resources

File Created: 01/21/2022

File Name: 22.0029 Human Resources - CPS HR Fire Promotional Process

Final Action:

Title: Authorization to initiate a Statement of Work (SOW) with CPS HR Consulting for Fire Lieutenant, Fire Captain and Fire Major promotional processes for the Lexington Division of Fire and Emergency Services. The cost is not to exceed \$47,500 and will be funded from the division's Professional Services/Fire account and funds are budgeted. (L0114-22) (Maxwell/Hamilton)

Notes:

Sponsors:

Enactment Date:

Attachments: Bluesheet Memo 22.0029, SOW 6 - Lexington-Fayette Urban County Govt - 2022 Promotional Process for Fire Ranks 01-22 (002)

Enactment Number:

Deed #:

Hearing Date:

Drafter: Alisha Lyle

Effective Date:

Related Files:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File 0114-22

Title

Authorization to initiate a Statement of Work (SOW) with CPS HR Consulting for Fire Lieutenant, Fire Captain and Fire Major promotional processes for the Lexington Division of Fire and Emergency Services. The cost is not to exceed \$47,500 and will be funded from the division's Professional Services/Fire account and funds are budgeted. (L0114-22) (Maxwell/Hamilton)

Summary

Authorization to initiate a Statement of Work (SOW) with CPS HR Consulting for Fire

Lieutenant, Fire Captain and Fire Major promotional processes for the Lexington Division of Fire and Emergency Services. The cost is not to exceed \$47,500 and will be funded from the division's Professional Services/Fire account and funds are budgeted. (L0114-22)

(Maxwell/Hamilton)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by [C. Collins, January 2022]

Risk Management: No

Fully Budgeted: Yes

Account Number: 1101-160502-1823-71299

This Fiscal Year Impact: \$

Annual Impact: \$

Project:

Activity:


Budget Reference:

Current Balance: \$120,320.05 for all Talent Acquisition accounts



M E M O R A N D U M

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

FROM: 
John Maxwell, Director
Division of Human Resources

DATE: January 21, 2022

SUBJECT: Authorization for Statement Of Work – Fire Promotional Processes

Request:

We request authorization to initiate the attached Statement of Work (SOW) with CPS HR Consulting for Fire Lieutenant, Fire Captain and Fire Major promotional processes for the Lexington Division of Fire and Emergency Services.

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

The cost is not to exceed \$47,500 and will be funded from the division’s Professional Services/Fire account (1101-160502-1823-71299).

File Number:

0114-22

Director/Commissioner:

John Maxwell/Sally Hamilton

If you have any questions, or additional information is warranted, please contact Alisha Lyle at (859) 258-3957.





STATEMENT OF WORK NO. 6

2022 Fire and Emergency Services Promotional Processes

This Statement of Work (“SOW”), effective January 13, 2022 (“Effective Date”) is issued under and subject to all of the terms and conditions of the Master Consulting Services Agreement, (the “Agreement”), dated as of March 1, 2014 by and between Cooperative Personnel Services, dba **CPS HR Consulting**, a California Joint Powers Authority (“CPS HR”) with offices at 2450 Del Paso Road, Suite 220, Sacramento, CA 95834 and **Lexington-Fayette Urban County Government** (“Client” or “LFUCG”) with offices at 200 East Main Street, Lexington, KY 40507.

Any modifications specified in this SOW shall be applicable only to the parties hereto and shall not affect the Agreement or any other agreement. All changes to this SOW must be mutually agreed to and executed in writing by duly authorized representatives of both parties as an amendment to this SOW.

Capitalized terms used herein shall have the meanings ascribed to them in the Agreement.

1. **SERVICES:** CPS HR will provide Client with written examinations and assessment centers for the ranks of Fire Lieutenant, Fire Captain, and Fire Major within the Lexington Division of Fire and Emergency. Services are detailed in Attachment “A.”
2. **CLIENT RESPONSIBILITIES:**
 - a. Client must timely perform all those Client roles and responsibilities set forth in this SOW. Successful completion of this project within the time specified depends largely upon an effective working relationship between Client and CPS HR project staff. For this reason, CPS HR requests that Client designate an individual to coordinate communication, meetings, schedules, and all other activities on behalf of the client’s agency as outlined in CPS HR’ cost proposal.
 - b. Any work products developed during the activities described above will be submitted to Client’s Project Representative for review, comment and/or approval. This is a critical step to ensure accurate, reliable, and valid products.
3. **START DATE:** January 13, 2022
4. **COMPLETION DATE:** December 31, 2022
5. **CPS HR PROJECT MANAGER:** Matthew Christoffersen Phone Number: (916) 471-3380
6. **CLIENT PROEJCT REPRESENTATIVE:** Dan James Phone Number: (859) 258-3954
7. **SERVICE FEES and BUSINESS EXPENSES:**
 - a. All Services provided to Client by CPS HR hereunder are priced on a **FIXED PRICE** basis. All amounts are based upon the following assumptions. Any deviations from the following assumptions may result in an increase in the Fees: (i) Client will timely perform its responsibilities as set forth in this SOW; and (ii) Services will normally be performed during normal business hours, Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding CPS HR holidays (“Normal Business Hours”).
 - b. CPS HR will invoice Client at the fixed fee rates per deliverable as detailed in the tables for each rank in Attachment A. Incidental expenses will be billed at actual cost. Mileage will be billed at the current U.S. Internal Revenue Services approved rate. Pricing is based on the following assumptions:

- CPS HR will provide all printing and supplies, with the exception of pens, pencils, or other regular office essentials available from LFUCG.
- While CPS HR will partner with LFUCG to secure facilities for administration and scoring, LFUCG will ultimately be responsible for the procurement of those facilities.
- Candidate orientation sessions will be held at LFUCG facilities.
- Testing facilities and time of LFUCG/Division personnel assisting in the development of the promotional process will be the responsibility of LFUCG/the Division.
- Face-to-face debrief sessions will be provided, if requested, for an additional \$150/candidate.
- CPS HR will assist LFUCG and the Division in responding to questions and inquiries regarding the promotional processes at no cost. CPS HR will provide, without charge, four hours of consulting time in defense of the processes if they are legally challenged and/or litigated within six months of administration. Additional hours will be at a rate of \$275/hour, plus expenses. CPS HR will provide litigation support as requested by LFUCG/the Division.
- LFUCG will be responsible for providing videographer services, if required, for the assessment center.
- Assessor expenses will be billed to LFUCG at cost. These costs include assessor travel expenses (e.g., airfare, hotel, per diem) and assessor stipends, if applicable.
- CPS HR consultant expenses are included in the costs.
- If there is an Incident Command exercise, CPS HR recommends utilizing one of our trained consultants to act as Dispatch, responding units, and fire simulator operator. The cost for this option is \$400/day, plus expenses. We anticipate testing approximately 10 candidates/day.
- A range was provided for the not-to-exceed total amount to reflect the cost differences based on candidate counts.

c. Client will pay CPS HR within thirty (30) calendar days following receipt of consultant invoice.

8. In the event the project is terminated early, CPS HR will be paid such amount as is due for professional services performed and out-of-pocket expenses incurred up to and including the effective date of termination.
9. This SOW covers work requested and performed prior to the commencement of this SOW.

EACH PARTY ACKNOWLEDGES THAT IT HAS READ THIS SOW, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

**Cooperative Personnel Services dba
CPS HR Consulting**

Lexington-Fayette Urban County Government

By: _____
Authorized Signature

By: _____
Authorized Signature

Name: Sandy MacDonald-Hopp

Name: _____

Title: Chief Financial Officer

Title: _____

Attachment A

Scope of Services and Fees

Fire Lieutenant	
Deliverable	Fee
Project Planning and Exam Plan Development	\$1,000
Written Examination Development and Final Scoring	\$5,000
Written Examination Administration, On-Site Preliminary Scoring, and Oversight of Appeals	\$2,000
Assessment Center Development & Administration (includes assessor recruitment)	\$21,000 (maximum)
1 – 10 candidates	\$16,000
11 – 20 candidates	\$17,250
21 – 30 candidates	\$18,500
31 – 40 candidates	\$19,750
41 – 50 candidates	\$21,000
Project Outcomes (i.e., scores, feedback, and final report)	\$2,000
Assessor Expenses (billed at cost)	\$16,500 (maximum)
1 – 10 candidates	\$12,500
11 – 20 candidates	\$13,500
21 – 30 candidates	\$14,500
31 – 40 candidates	\$15,500
41 – 50 candidates	\$16,500
TOTAL AMOUNT (NOT-TO-EXCEED)	\$38,500 – \$47,500

Fire Captain	
Deliverable	Fee
Project Planning and Exam Plan Development	\$1,000
Written Examination Development and Final Scoring	\$5,000
Written Examination Administration, On-Site Preliminary Scoring, and Oversight of Appeals	\$2,000
Assessment Center Development & Administration (includes assessor recruitment)	\$21,000 (maximum)
1 – 10 candidates	\$16,000
11 – 20 candidates	\$17,250
21 – 30 candidates	\$18,500
31 – 40 candidates	\$19,750
41 – 50 candidates	\$21,000
Project Outcomes (i.e., scores, feedback, and final report)	\$2,000
Assessor Expenses (billed at cost)	\$16,500 (maximum)
1 – 10 candidates	\$12,500
11 – 20 candidates	\$13,500
21 – 30 candidates	\$14,500
31 – 40 candidates	\$15,500
41 – 50 candidates	\$16,500
TOTAL AMOUNT (NOT-TO-EXCEED)	\$38,500 – \$47,500

Fire Major	
Deliverable	Fee
Project Planning and Exam Plan Development	\$1,000
Written Examination Development and Final Scoring	\$5,000
Written Examination Administration, On-Site Preliminary Scoring, and Oversight of Appeals	\$2,000
Assessment Center Development & Administration (includes assessor recruitment)	\$21,000 (maximum)
1 – 10 candidates	\$16,000
11 – 20 candidates	\$17,250
21 – 30 candidates	\$18,500
31 – 40 candidates	\$19,750
41 – 50 candidates	\$21,000
Project Outcomes (i.e., scores, feedback, and final report)	\$2,000
Assessor Expenses (billed at cost)	\$16,500 (maximum)
1 – 10 candidates	\$12,500
11 – 20 candidates	\$13,500
21 – 30 candidates	\$14,500
31 – 40 candidates	\$15,500
41 – 50 candidates	\$16,500
TOTAL AMOUNT (NOT-TO-EXCEED)	\$38,500 – \$47,500



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0115-22

File ID: 0115-22

Type: Agenda Item

Status: Agenda Ready

Version: 1

Contract #:

In Control: Human Resources

File Created: 01/21/2022

File Name: 22.0021 Water Quality Abolish/Create Positions

Final Action:

Title: Authorization to abolish one (1) vacant classified position of Engineering Technician (Grade 514N) and create one (1) classified position of Equipment Operator Sr. (Grade 512N) in the Division of Water Quality, effective upon passage of Council. This action has a savings of \$5,339.61. (L0115-22) (Maxwell/Hamilton)

Notes:

Sponsors:

Enactment Date:

Attachments: Bluesheet Memo 22.0021, From To

Enactment Number:

Deed #:

Hearing Date:

Drafter: Alisha Lyle

Effective Date:

Related Files:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File 0115-22

Title

Authorization to abolish one (1) vacant classified position of Engineering Technician (Grade 514N) and create one (1) classified position of Equipment Operator Sr. (Grade 512N) in the Division of Water Quality, effective upon passage of Council. This action has a savings of \$5,339.61. (L0115-22) (Maxwell/Hamilton)

Summary

Authorization to abolish one (1) vacant classified position of Engineering Technician (Grade 514N) and create one (1) classified position of Equipment Operator Sr. (Grade 512N) in the Division of Water Quality, effective upon passage of Council. This action has a savings of \$5,339.61. (L0115-22) (Maxwell/Hamilton)

Budgetary Implications: NO

Advance Document Review:

Law: No

Risk Management: No

Fully Budgeted: Yes

Account Number:

This Fiscal Year Impact: \$

Annual Impact: \$

Project:

Activity:


Budget Reference:

Current Balance:



M E M O R A N D U M

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

FROM: 
John Maxwell, Director
Division of Human Resources

DATE: January 21, 2022

SUBJECT: Abolish/Create Position – Division of Water Quality

Request:

The attached action is requesting authorization to abolish one (1) vacant classified position of Engineering Technician (Grade 514N) and create one (1) classified position of Equipment Operator Sr. (Grade 512N) in the Division of Water Quality, effective upon passage of Council.

Why are you requesting?

Upon the request of the division, the Division of Human Resources conducted a classification study on the requested position. The position was analyzed by staff using the whole job rank and factor comparison methods. As a result, a recommendation for their requested position is described in this action.

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

This action has a savings of \$5,339.61.

Position Title	Annual Salary Before	Annual Salary After	Annual Increase/Decrease
Engineering Technician	(\$42,615.04)	\$0	(\$42,615.04)
Equipment Operator Sr.	\$0	\$38,652.64	\$38,652.64



**Total Annual Impact/
Salary and Benefits
(\$5,339.61)**

File Number:

0115-22

Director/Commissioner: John Maxwell/Sally Hamilton

If you have questions or need additional information, please contact Alisha Lyle at (859) 258-3957.



Lexington-Fayette Urban County Government

Changes in Authorized Positions

Date: 1/21/2022

Classified Civil Service

Changes From:

Changes To:

Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Salary	Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Salary
Division of Water Quality (340)								Division of Water Quality (340)							
340.120	1	423	514N	Engineering Technician	----	----	----	----	----	----	----	----	----	----	----
340.135	12	614	512N	Equipment Operator Sr.	----	----	----	340.135	13	614	512N	Equipment Operator Sr.	----	----	----



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0116-22

File ID: 0116-22

Type: Agenda Item

Status: Agenda Ready

Version: 1

Contract #:

In Control: Water Quality

File Created: 01/21/2022

File Name: Easement Acquisition-Hartland Pump Station 3 Replacement Project

Final Action:

Title: Authorization to execute certificates of consideration and other necessary documents, and to accept deeds for property interests needed for the Hartland Pump Station No. 3 Replacement Project, a Remedial Measures Project required by the Consent Decree, at a cost not to exceed \$630.00. Funds are budgeted. (L0116-22) (Martin/Albright)

Notes:

Sponsors:

Enactment Date:

Attachments: Blue Sheet Memo, Executed MOU - 4910 Hartland Parkway, Project Area Map - Hartland PS No. 3

Enactment Number:

Deed #:

Hearing Date:

Drafter: Lisa McFadden

Effective Date:

Related Files:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File 0116-22

Title

Authorization to execute certificates of consideration and other necessary documents, and to accept deeds for property interests needed for the Hartland Pump Station No. 3 Replacement Project, a Remedial Measures Project required by the Consent Decree, at a cost not to exceed \$630.00. Funds are budgeted. (L0116-22) (Martin/Albright)

Summary

Authorization to execute certificates of consideration and other necessary documents, and to accept deeds for property interests needed for the Hartland Pump Station No. 3 Replacement Project, a Remedial Measures Project required by the Consent Decree, at a cost not to exceed \$630.00. Funds are budgeted. (L0116-22) (Martin/Albright)

Budgetary Implications:: Yes

Advance Document Review:

Law: Yes, Completed by Michael Cravens, 1/20/2022

Risk Management: No

Fully Budgeted: Yes

Account Number: 4003 303408 3466 92811

This Fiscal Year Impact: \$630.00

Annual Impact: \$

Project: HARTLANDPS_RMP


Activity: CONSENT_DE

Budget Reference: 2021

Current Balance: \$1,908,900.00



TO: Mayor Linda Gorton
Urban County Council

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

DATE: December 22, 2021

SUBJECT: Easement Acquisitions for the Hartland Pump Station No. 3 Replacement Project (EH-19)
Consent Decree (RMP)

Request

The purpose of this memorandum is to request a Resolution authorizing the acceptance of a Temporary Construction Easement from the owners of record on properties needed for the construction of the Hartland Pump Station No 3 Replacement Project, a Remedial Measures Project required by the Consent Decree, at a cost of \$630.

Purpose of Request

The requested resolution will provide funds for the purchase of temporary easements at 4910 Hartland Pkwy.

Project Cost in FY22 and Future Budget Years

The cost to acquire the necessary easements will not exceed \$630.

Are Funds Budgeted

The funds are budgeted in the following account:

<u>FUND</u>	<u>DEPT ID</u>	<u>SECT</u>	<u>ACCT</u>	<u>PROJECT</u>	<u>ACTIVITY</u>	<u>BUD REF</u>
4003	303408	3466	92811	HARTLANDPS_RMP	CONSENT_DE	2021

Director / Commissioner

Martin / Albright



LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT DEPARTMENT OF ENVIRONMENTAL QUALITY AND PUBLIC WORKS DIVISION OF WATER QUALITY

MEMORANDUM OF UNDERSTANDING

Project Name: HARTLAND 3 PUMP STATION. REPLACEMENT
Address: 4910 HARTLAND PARKWAY, LEXINGTON, KY
DB: 2289 Page: 693 Cabinet Slide: F-477
PVA Parcel ID: 10030820 Lot: 1
Subdivision: HARTLAND
Revision Date:

Property Owner(s): HARTLAND HOMEOWNERS ASSOCIATION

This Memorandum of Understanding contains all of the representations, terms and conditions that will be included in a formal agreement between the Property Owner and the Lexington Fayette Urban County Government ("LFUCG") and upon which the Property Owner and the LFUCG will rely in completing the proposed transaction. THE LFUCG IS NOT BOUND BY THIS MEMORANDUM OF UNDERSTANDING UNLESS AND UNTIL IT IS APPROVED BY THE URBAN COUNTY COUNCIL.

The total consideration to be paid for the property encumbered with the easement is \$630.00. This consideration includes a cost-to-cure payment to replace the following items: N/A

The total consideration includes payment for any and all reacquisition or reversion rights of the property owners, their heirs or assigns, which may arise pursuant to KRS 416.670.

As shown by the official plans, the deed/easement will convey approximately: -0- (sq. ft.) of land in fee simple; -0- (sq. ft.) of permanent easement(s); 5,041 (sq. ft.) of temporary easements(s); -0- (sq. ft.) excess property (uneconomic remnant).

In addition to the points set out above, the following conditions and terms will be included in this transaction:

N/A (sq. ft.) of existing permanent easement(s) to be released upon completion of project construction.

Any property that is disturbed will be restored to an equal to or better condition than when the construction began.

You must be the Owner of the property at the time the deed/easement is signed in order to grant the interest required by LFUCG and to receive the compensation indicated in this MOU.

We, owners of the property identified above, request the checks for payment be made as follows:

PLEASE PRINT THE FOLLOWING INFORMATION:

Name: Susan Scott
Address: 4910 Hartland Parkway
Taxpayer ID No.: 61-1094060
Amount of Check: \$
Phone Number: (859) 272-2033

Name:
Address:
Taxpayer ID No.:
Amount of Check: \$
Phone Number

The above, together with the project plans, represent all the terms and conditions of the proposed agreement. These terms and conditions were reached without coercion, threats or other promises by either the Property Owner or the Negotiator(s) representing the LFUCG. The LFUCG Negotiator(s) certifies that they have no direct, indirect, present or contemplated interest in the property and in no way benefit from this acquisition.

This Memorandum of Understanding was prepared and signed this 22nd day of December, 2021.

By: [Signature]
LFUCG Consulting Agent
[Signature]
LFUCG Project Manager or Program Manager

PROPERTY OWNERS' SIGNATURES
Susan Scott

Hartland Pump Station No. 3 Replacement (RMP Project No. EH-19)

Project Location Map





Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0117-22

File ID: 0117-22

Type: Agenda Item

Status: Agenda Ready

Version: 2

Contract #:

In Control: Grants and Special Programs

File Created: 01/24/2022

File Name: Request Council authorization to submit a grant application requesting \$175,160 in federal funding, and to accept award if offered, to the Bluegrass Area Development District for operation of the Senior Citizens Center in FY 2023, the acceptance of which

Final Action:

Title: Authorization to submit a grant application requesting \$175,160 in federal funding, and to accept award if offered, to the Bluegrass Area Development District for operation of the Senior Citizens Center in FY 2023, the acceptance of which obligates the government to provide match in the amount of \$247,814. If grant is approved, a budget amendment will be initiated. (L0117-22) (Stambaugh/Allen-Bryant)

Notes:

Sponsors:

Enactment Date:

Attachments: 22-Bluesheet Memo, Title III B C 1 C 2 - Unsigned

Enactment Number:

Deed #:

Hearing Date:

Drafter: Celia Moore

Effective Date:

Related Files:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File 0117-22

Title

Authorization to submit a grant application requesting \$175,160 in federal funding, and to accept award if offered, to the Bluegrass Area Development District for operation of the Senior Citizens Center in FY 2023, the acceptance of which obligates the government to provide match in the amount of \$247,814. If grant is approved, a budget amendment will be initiated. (L0117-22) (Stambaugh/Allen-Bryant)

Summary

Authorization to submit a grant application requesting \$175,160 in federal funding, and to accept award if offered, to the Bluegrass Area Development District for operation of the Senior Citizens Center in FY 2023, the acceptance of which obligates the government to provide match in the amount of \$247,814. If grant is approved, a budget amendment will be initiated. (L0117-22) (Stambaugh/Allen-Bryant)

Budgetary Implications: YES

Advance Document Review:

Law: Yes, Completed by Brittany Smith, 1/21/2021

Risk Management: N/A

Fully Budgeted: Funds not yet budgeted. A budget amendment will be initiated if grant is approved.

Account Number:

This Fiscal Year Impact: \$422,974

Annual Impact: \$

Project: SR_CITIZN_2023

Activity: FED_GRANT

Budget Reference: 2023

Current Balance: BA will be processed if grant is approved



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

**FROM: CHARLIE LANTER, COMMISSIONER
HOUSING, ADVOCACY & COMMUNITY DEVELOPMENT**

DATE: JANUARY 21, 2022

SUBJECT: Senior Citizens Grant Application for Fiscal Year 2023

Request:

Council authorization to submit a grant application requesting \$175,160 in federal funding, and to accept award if offered, to the Bluegrass Area Development District for operation of the Senior Citizens Center in FY 2023, the acceptance of which obligates the government to provide match in the amount of \$247,814.

Purpose of Request:

A grant application has been prepared by the Department of Social Services for submission to the Bluegrass Area Development District (BGADD) requesting federal funds in the amount of \$175,160 under Title III of the Older Americans Act for operation of the Lexington Senior Citizens Center in FY 2023. The Lexington Senior Citizens Center is a multi-purpose community focal point for services to persons 60 and older in Fayette County. Basic center operations include advocacy, counseling, education, health promotion, access to legal assistance, outreach, recreation, and telephone reassurance. Grant-funded staff includes a Center Director, a Social Worker, a Social Worker Senior, two Staff Assistant Seniors, and three part-time van drivers.

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

It is anticipated that federal funds in the amount of \$175,160 will be available for operation in FY 2023. The minimum local match required for the operation of the project is 15%; however, the amount that is being requested in the FY 2023 general fund budget for grant match is \$247,814. The total cost of operations for this project is \$422,974. Funds for future budget years are dependent upon federal allocations.

Are the funds budgeted? Budget amendment will be completed if approved.

File Number: 0117-22

Director/Commissioner: Stambaugh/Allen-Bryant



Request for Proposals
Fiscal Year 2023, 2024, and 2025
Title III B, C-1, C-2 Services Coversheet

Legal Name of Organization	Lexington-Fayette Urban County Government		
Address	200 East Main Street, Lexington, KY 40507		
Program Contact Person	Kristina Stambaugh	E-Mail	kstambau@lexingtonky.gov
Fiscal Contact Person	Kimberly Jackson	E-Mail	kjackson1@lexingtonky.gov
Phone Number	859-278-6072	Fax	859-277-4843
Website Address	www.lexingtonky.gov		

Legal Form of Organization
Check Designation

Non-Profit		Community Based Organization	
For-Profit		Faith Based Organization (Nonprofit)	
Other (Describe Legal Existence: Inc., LLC, Partnership etc.)		Government	X

Federal Tax ID #	61-0858140	KY State Tax ID #	CT34100
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Geographic Area To Be Served
Check Designation

Anderson		Bourbon		Boyle		Clark		Estill	
Fayette	X	Franklin		Garrard		Harrison		Jessamine	
Lincoln		Madison		Mercer		Nicholas		Powell	
Scott		Woodford							

Program Applying For
Check Designation

	Title III B, C-1, C-2		Fayette County C-1, C-2 Meal Delivery Only		Fayette County Title IIIB
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Linda Gorton

Mayor

Name of Authorized Official

Title

Signature of Authorized Official

Date

TITLE III SERVICES
FUNDING SUMMARY
ANTICIPATED FUNDING TO SUPPORT SERVICES
FY 2023

Complete the following information that will provide an overall summary funding available to support proposed services funded, in part, by BGADD. Organizations are cautioned to only represent the resources that may be used to support the proposed service. This information is not intended to be a representation of all funding your organization receives to operate (all programs and services). It is intended to represent all parties and resources that will support the proposed effort.

Funding Source	Amount FY 2023	Service Funded to Support Effort
BGADD Funding		
Applicant Resources		
Other:		
Other:		
Total Funding Available		

Note: Identify if there are special provisions to a source of funding that would require use of funds for special purposes only. Example: funding source requires entity to use grant for senior transportation for medical transportation only.

Signature of Authorized Official

Date

RESOURCES USED FOR SERVICE MATCH FORM FY 2023

Title III RESOURCES USED FOR MATCH

Source of Match (Who provides income)	Items of Match and Service (Describe what it is)	Program Income	Local Cash	Local In-Kind
Total Program Income				
Total Local Cash				
Total Local In-Kind				

I certify that all items of match included in this budget have been reviewed and have determined these items appear to be allowable according to Federal and State laws and regulations. Also, providers of match are made aware of Federal and State laws and regulations regarding match and have certified that their match is allowable. See previous information related to cash match.

Signature of Authorized Representative

Date

Bluegrass Area Agency on Aging
and
Independent Living

Certification Of Assurances and Compliance With General Provision

Bulleted items are requirements of all organizations awarded a contract.

By submission of a proposal, the applicant agrees, if awarded, to the following provisions:

- Continuation as a provider of services is contingent upon satisfactory performance of services.
- The organization understands that more than one agency may be awarded a contract for service delivery. The agency is not assured of a specific amount of units or funding.
- The organization will provide BGADD with a certificate of insurance for public liability insurance, automobile liability, workers compensation, property insurance, and when applicable, volunteer insurance.
- A fidelity bond will be properly executed. The bond shall be sufficient to cover maximum sums handled quarterly under the contract with BGADD. **Please attach a copy of your agency's current fidelity bond as an attachment to the proposal.**
- Applicants receiving State or Federal funds through the Department for Aging and Independent Living Services will complete a financial and compliance audit in accordance with state requirements.
- The applicant will collect, account for and expend Program Income in accordance with 2CFR, Part 200, and other pertinent law and regulation.
- The price(s) negotiated will remain as funded through June 30, 2025, contingent upon continued availability of funding and delivery of services as contracted.
- The applicant possesses the legal authority to apply for the contract. As appropriate, the organization certifies that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application to provide such additional information as may be required.
- The applicant agrees to assure compliance with the applicable Federal and State Laws, regulations, BGADD policies and procedures and the executed contract to be realized if awarded funds to operate proposed services.

- The applicant agrees to adhere to appropriate federal and/or state guidelines pursuant to the program of services for which the contract is awarded, particularly, the Older Americans Act of 1965 as Amended in 2006, and its regulations. Kentucky Administrative Regulations pertaining to aging services.
- The applicant agrees to adhere to the *BGADD Policy and Procedures* and fire, health safety, sanitation standards prescribed in law or regulation, and the Kentucky Department of Aging and Independent Living.
- The applicant is solely responsible for outreach and recruitment, of employees for all services.
- The services shall be available throughout the contract year(s) and provided in a manner consistent with provisions of State and or Federal Regulations and as applicable, the Older Americans Act.
- Comply with all provisions of the Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973, as amended (29 USC 794) in providing services to older handicapped individuals.
- Comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352) and, in accordance with Title VI of that Act, no person in the United States shall, on the grounds of race, color, religion, sex or national origin, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives federal and state financial assistance and will immediately take any measures necessary to effectuate this agreement.
- Comply with the provisions of the Federal Fair Labor Standards Act.
- Comply with the requirements that safeguards be established to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.
- Assure maintenance of such accounts and documents as will serve to permit expeditious determination to be made at any time of the status of funds within the contract, including the disposition of all monies received from BGADD and the nature and amount of all charges claimed to be against such funds.
- Assure the maintenance of records and reports as outlined by *BGADD*. Reports shall be submitted in a format prescribed by BGADD if awarded a contract.
- The organization agrees to participate with BGADD in the gathering of uniform statistical data regarding services delivered through all funded services.
- Assure that BGADD and the Kentucky Department of Aging and Independent Living (DAIL) and representatives will be permitted to conduct formal monitoring. Client, personnel, financial, and service delivery records will be monitored.

- Assure that BGADD, the Commonwealth and/or authorized representatives shall have access to and the right to examine all financial and programmatic records, books, papers or documents related to this program at any time during the contract period and such records will be available for review until three years after all matters pertaining to the contract (i.e. audit, settlement of audit exceptions, disputes) are resolved in accordance with the applicable federal and/or state laws. Participant records, either randomly selected or those filing a grievance, may be visited by DAIL or BGADD staff as part of the monitoring process.
- Assure that a mechanism exists for providing a backup in the event staff assigned to provide services are unable to work.
- Assure that each older person will be given an opportunity to voluntarily contribute to the cost of the service.
- Assures that it will follow the federal, state, and local procurement laws, regulations, policies and procedures as pertaining to this program.
- Assure that formal complaint procedures are available for applicants/participants of services in accordance with policies and procedures of BGADD.
- Assure that a client satisfaction survey will be completed to obtain the views of participants about the services requested or received, and a summary report submitted to BGADD by the 31st of April during the contract period.
- Assure that personal information obtained from individuals in conjunction with the project shall not be disclosed in any form identifying the individual without written consent of the individual concerned.
- Assure that a procedure will be developed for monitoring the services to ensure those appropriate services are delivered in a timely manner. This procedure must have prior approval by the BGADD/AAAIL and must be implemented by the end of the first quarter of the current contract period
- Assure that the organization will employ and train persons in the administration and delivery of the applicable services. Assurance that the delivery of service shall be only by staff and volunteers trained to deliver those services. New staff shall receive an orientation and shall be trained prior to assuming responsibilities or receive on-the-job training from qualified agency staff. Existing staff shall receive training on job-related topics at minimum of once per year.
- Assure that a Criminal Records check will be completed for all staff, both paid and voluntary in compliance with KRS 216.785, 216.787, and 216.793 Criminal Records Check and required background screenings.
- Assure compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C.1857 (h), Section 508 of the Clean Air Act 1368), Executive Order 11738, and environmental Protection Agency regulations (40 CFR Part 15). This applies to contracts in excess of \$100,000.

- Assure compliance with the mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).
- KRS 45A.485 requires the contractor to reveal to the Commonwealth, prior to the award of a contract, any final determination of a violation by the contractor within the previous five (5) year period of the provisions of KRS Chapters 136, 139, 141, 337, 338, 341, 342. These statutes relate to the state sales and use tax, corporate and utility tax, wages and hours laws, occupational and safety and health laws, unemployment insurance laws, and workers' compensation insurance laws.
- The applicant assures that neither it nor its principals and or/or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- Assures that the organization will comply with the computer hardware and software standards described in this proposal and have employed sufficiently trained staff to operate computer software applications.
- Assures that the organizational audit has not identified questioned cost(s) in the last three (3) years or if identified, all questioned costs have been appropriately resolved. Provide an explanation of questioned costs and resolution to the findings as a part of this application.
- Assure that priority for services is given to those elderly who are of greatest economic and social need, older minority persons, frail elderly, rural elderly, older individuals with severe disabilities, older person with limited English speaking ability, caregivers of older persons with Alzheimer's or related disorders and Older Native Americans.
- Assure that any changes occurring with an approved bid be submitted to BGADD within a 30-day period.
- Service provider must assure that the director or designated staff person will attend Aging Advisory Council Meetings.
- Assure that service provider will meet as needed with the BGADD staff and Assessment/Case Management team to guarantee service needs are met, discuss concerns and other items deemed necessary for the provision and coordination of services.
- Assure that if awarded the proposal, your agency will develop and implement a plan that your agency staff will follow during weather related emergencies and submit to BGADD for review and approval.
- Assure that all HIPPA laws (Health Insurance Portability and Accountability Act of 1996) and the BGADD Policies and Procedures pertaining to HIPPA will be followed.

Signature of Authorized Official

Date

Title III Program
26 of 39

PROHIBITED EMPLOYEE AND VOLUNTEER ACTIVITIES

Agencies receiving funds for any service shall clearly prohibit their staff and volunteers from involvement in any of the following activities:

- Direct service employees shall not be accompanied in the home of the client. The only exceptions are the service provider's supervisory or training personnel or BGADD personnel.
- Employees/volunteers shall not seek or accept personal gifts and/or favors from a client. Staff shall not purchase items from participants.
- Employees/volunteers shall not operate a client's personal vehicle.
- Employees/volunteers shall not borrow money or personal property from a client.
- Employees/volunteers shall not loan money to nor accept money from or on behalf of a client.
- Employees/volunteers shall not consume or take client's belongings.
- Employees/volunteers shall not charge BGADD programs for time spent on political activities nor shall they discuss their political views or try to influence the views of clients or participants.
- Employees/volunteers shall not be under the influence of intoxicating beverages, drug(s) or chemicals, other than those prescribed for the employee by a licensed physician, while acting on behalf of a BGADD program.
- Employees/volunteers shall not transport a client using BGADD funds without program authorization.
- Employees/volunteers shall not perform financial management for a client including, but not limited to, completing tax returns, transacting banking business, balancing check books, issuing and/or cashing personal checks, acting under a power of attorney, or selling and/or buying personal and/or real property, unless specifically funded or approved by BGADD.
- Employees/volunteers shall not accept payment for services performed for a client that would normally be provided as a family member (such as receiving payment from a service provider for providing respite services to your parent).
- Employees/volunteers shall not violate client confidentiality by divulging client specific information.
- Employees/volunteers shall not propose and/or participate in any sexual activity with a client.
- Employees/volunteers shall not take part or have an interest in any award of any client referral or other client transaction if a conflict of interest, real or apparent, exists. A conflict of interest occurs when the employee or their immediate family member has a financial or other interest in any of the competing firms.

- Employees/volunteers shall not commit theft of a client's belongings, including prescription drugs.
- Employees shall not administer prescription or over-the-counter medication to a client.

With the exception of Licensed Home Health Agencies and Adult Day Health Models (prescribed in 902 KRS 20:066), the following procedures shall not be performed:

- Employees shall not administer oral prescription medications or apply topical prescription medications.
- Employees shall not perform tasks that require sterile technique.
- Employees shall not administer irrigation fluids to intravenous lines, foley catheters or ostomies, or enemas.
- Employees shall not administer food or fluids via feeding tubes.
- Employees shall not engage in the treatment of open wounds for clients.

Signature of Authorized Official

Date

TERMS AND CONDITIONS FOR OFFICAL APPLICATION

Terms and Conditions: It is understood and agreed by the undersigned that:

1. Funds contracted as a result of this request are to be expended for the purposes set forth herein and in accordance with all applicable laws, regulations, policies and procedure of this state and the Administration for Community Living of the US Department of Health and Human Services.
2. Any changes in this proposal must be submitted in writing by the applicant and after approval by the Bluegrass Area Development District/ Area Agency on Aging & Independent Living shall be deemed incorporated into and becomes a part of this agreement.
3. The Assurance of Civil Rights Compliance applies to this proposal when approved.
4. Funds awarded by the Bluegrass Area Development District/ Area Agency on Aging & Independent Living may be terminated at any time for violation of any terms and requirements of this agreement.

Name and Title of individual authorized to commit applicant organization to this agreement.

Signature

Mayor _____

Title

Date

**BLUEGRASS AREA DEVELOPMENT DISTRICT
REQUEST FOR PROPOSAL
FY 2023, 2024, 2025**

Official Name of Agency Lexington-Fayette Urban County Government

Name & Title of Contact Person Kristina Stambaugh, Program Administrator for Aging Services and Independent Living

Address of Agency 200 East Main Street

Lexington, KY 40507

IRS ID # 61-08585140

Telephone # 859-278-6072

The applicant certifies by signing this proposal that no officer, employee or other representative of the applicant, including persons who were without salary or other payment for their services, either directly or indirectly, received assistance from any officer, employee, or appointee of the Cabinet with completion and development of the application being submitted for the aforementioned services. The signee further agrees that the Area Development District shall reject said application if such communication has transpired.

Signature

Mayor

Title

Date

This page must be completed and attached to the proposal. Failure to do so shall result in the rejection of your proposal.



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0118-22

File ID: 0118-22

Type: Agenda Item

Status: Agenda Ready

Version: 2

Contract #:

In Control: Grants and Special Programs

File Created: 01/24/2022

File Name: Request Council authorization to execute an agreement with the University of Kentucky Albert B. Chandler Medical Center in the amount of \$3,000 for use of the emergency room as a clinical practice area for the Sexual Assault Nurse Examiner Program-FY 2022

Final Action:

Title: Authorization to execute an agreement with the University of Kentucky Albert B. Chandler Medical Center in the amount of \$3,000 for use of the emergency room as a clinical practice area for the Sexual Assault Nurse Examiner Program 2022. Funds are budgeted. (L0118-22) (Weathers/Armstrong)

Notes:

Sponsors:

Enactment Date:

Attachments: 22-Bluesheet for UK hospital, LFUCG LPD SANE Agreement

Enactment Number:

Deed #:

Hearing Date:

Drafter: Celia Moore

Effective Date:

Related Files:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File 0118-22

Title

Authorization to execute an agreement with the University of Kentucky Albert B. Chandler Medical Center in the amount of \$3,000 for use of the emergency room as a clinical practice area for the Sexual Assault Nurse Examiner Program 2022. Funds are budgeted. (L0118-22) (Weathers/Armstrong)

Summary

Authorization to execute an agreement with the University of Kentucky Albert B. Chandler

Medical Center in the amount of \$3,000 for use of the emergency room as a clinical practice area for the Sexual Assault Nurse Examiner Program 2022. Funds are budgeted. (L0118-22)
(Weathers/Armstrong)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Brittany Smith, 1/21/2021

Risk Management: N/A

Fully Budgeted: Yes

Account Number: 3140-505506-5561-71302

This Fiscal Year Impact: \$3,000.00

Annual Impact: \$0

Project: SANE_2022

Activity: FED_GRANT

Budget Reference: 2022

Current Balance: \$3,000.00



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

**FROM: CHARLIE LANTER, COMMISSIONER
HOUSING, ADVOCACY & COMMUNITY DEVELOPMENT**

DATE: JANUARY 21, 2022

SUBJECT: Agreement with University of Kentucky Medical Center for Sexual Assault Nurse Examiner Program for 2022

Request: Council authorization to execute an agreement with the University of Kentucky Albert B. Chandler Medical Center in the amount of \$3,000 for use of the emergency room as a clinical practice area for the Sexual Assault Nurse Examiner Program—FY 2022.

Purpose of Request: The Lexington-Fayette Urban County Government has been awarded federal funds under the Violence Against Women Act by the Kentucky Justice and Public Safety Cabinet for the continuation of the Sexual Assault Nurse Examiner Program in the Division of Police. This program provides for the use of specially trained Sexual Assault Nurse Examiners (S.A.N.E.s) for the performance of forensic examinations on the victims of sexual assault. In order to provide the victims of sexual assault with maximum privacy, only one area hospital emergency room will be used for all examinations.

What is the cost in this budget year and future budget years? The University of Kentucky has agreed to continue its allocation of emergency room space to this program at a cost of \$250 per month for the year 2022. Total cost is \$3,000. It is anticipated that future budget years will also be grant-funded.

Are the funds budgeted? Funds are budgeted as follows:

FUND	DEPT ID	SECTION	PROJECT	BUD REF	ACCT	ACTIVITY
3140	505506	5561	SANE_2022	2022	71302	FED_GRANT

File Number: 0118-22

Director/Commissioner: Weathers/Armstrong



AGREEMENT

THIS AGREEMENT, made and entered into on this _____ day of _____ 2022, by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government pursuant to KRS Chapter 67A, and located at 200 East Main Street, Lexington, Kentucky 40507 (hereinafter referred to as “Government”), and the **UNIVERSITY OF KENTUCKY** whose address is 800 Rose Street, Lexington, Kentucky 40536 (hereinafter referred to as “Hospital”).

RECITALS

WHEREAS, the Government has applied for and received federal funds from the Commonwealth of Kentucky Justice Cabinet for implementation of a Sexual Assault Nurse Examiner Program;

WHEREAS, the Hospital has agreed to provide a clinical area for the Sexual Assault Nurse Examiner Program;

NOW THEREFORE, in consideration of the foregoing and mutually agreed upon promises, conditions and covenants hereinafter set forth, the parties hereto agree as follows:

SECTION I

OBLIGATIONS OF THE GOVERNMENT

The Government and its employees and contractors shall comply with the policies and procedures of the Hospital in the operation of the Sexual Assault Nurse Examiner program.

The Government shall be responsible for the supervision of its employees and contractors. The Government shall be responsible for the scheduling of “on-call” Sexual Assault Nurse Examiners and shall be responsible for ensuring that Sexual Assault Nurse Examiners are available to perform forensic examinations, collect and preserve physical evidence in compliance with the written policies, procedures, and protocols of the Sexual Assault Nurse Examiner program as well as the policies, procedures, and protocols of the Hospital.

Government agrees to be responsible (in the manner and to the extent permitted by law) for all lawfully proven claims, losses, actions and expenses (including legal expenses) including claims against Hospital, arising from the proven negligent performance of Government of the terms of this agreement but excepting any such claims, losses, causes of action and expenses arising as a result of fault on the part of Hospital, its officers, agents, and employees. Government is not responsible for negligent acts of Hospital, its officers, agents, and employees. In no event shall Government’s indemnification act as a waiver of any defense, immunity or damage limitations Government may otherwise have available as to third parties.

The Government shall require its contractors to maintain medical liability insurance, throughout the term of the Agreement, in the principal amount of not less than One Million (\$1,000,000) Dollars per occurrence and Three Million (\$3,000,000) Dollars aggregate, per policy year, for any act or omission in the furnishing of professional medical services. Said policy of insurance

shall name the Hospital as 'additional insured' thereunder. The policy of insurance shall provide that such insurance shall not be cancelled, modified or permitted to lapse without (30) days prior written notice to Hospital. The Government shall promptly, following request by Hospital, provide evidence of such insurance to Hospital.

The Government shall provide the Hospital's Committee for Clinical Privileges the opportunity to review and approve the credentials of all Government's contractors.

The Government shall operate Sexual Assault Nurse Examiner program in compliance with the Kentucky Nurse Practice Act and the standards of clinical nursing practice.

The Government shall inform Hospital of any lawsuit that is threatened, or any patient care event that causes or contributes to injury or death, and could result in a lawsuit.

The Government agrees to pay Hospital the sum of \$250 each month for exclusive use of designated clinical practice area. Payment of \$250 shall be due on the first day of each month.

Government affirms that it is not excluded from participation, and is not otherwise ineligible to participate in a "Federal health care program" as defined in 42 U.S.C. section 1320a-7b(f) or in any other state or federal government payment program. In the event that Government is excluded from participation, or becomes otherwise ineligible to participate in any such program, during the term of this agreement, Government will notify the University of Kentucky Chandler Medical Center, (hereinafter referred to as "UKCMC"), Office of Compliance, 2333 Alumni Park Plaza, Lexington, Kentucky 40517 in writing, by certified mail within 48 hours after said event, and upon the occurrence of any such event, whether or not appropriate notice is given, the University of Kentucky, shall immediately terminate this Agreement upon written notice.

Additionally, Government affirms that it is aware that UKCMC operates in accordance with a corporate compliance program, employs a Corporate Compliance Officer and operates a 24 hour, seven day a week compliance Comply-line. Government has been informed that a copy of the UKCMC compliance plan is on file in the purchasing office or can be viewed online at http://www.ukhealthcare.uky.edu/forstaff/compliance/comply_about.htm and is encouraged to review the plan from time to time during the term of this agreement. It is understood that should Government be found to have violated the UKCMC compliance plan, UKCMC can, at its sole discretion, terminate this Agreement upon written notice. Government recognizes that it is under an affirmative obligation to immediately report to UKCMC's corporate compliance officer through the comply-line 1-887-898-6072, in writing, or directly (859) 323-6044 any actions by an agent or employee of UKCMC which Government believes, in good faith, violates an ethical, professional or legal standard.

Nothing in this Agreement contemplates or requires that any party act in violation of federal or state law. Nonetheless, should any term or condition set forth in this Agreement later be creditably alleged, suspected or determined to be illegal, the parties agree to immediately cease the questioned activity and negotiate modification to the effected portion of the Agreement for a thirty (30) day period. If at the end of this period, no compromise can be reached, the Agreement will terminate.

SECTION II

OBLIGATIONS OF THE HOSPITAL

1. The Hospital shall designate clinical practice area in the emergency room for exclusive use by the Government's Division of Police in the operation of its Sexual Assault Nurse Examiner program. The Hospital shall maintain security to the designated space and shall limit access to the space to the Government's employees and contractors.
2. The Hospital shall be responsible for maintenance of the walls, floor, ceiling, attachments thereon and all mechanical functions of the space.
3. The University of Kentucky is an agency and instrumentality of the Commonwealth of Kentucky, is vested with sovereign immunity and is subject to the provisions of the Kentucky Board of Claims, KRS 44.070 et seq. for the recovery of tort claims made against the University, its agents, officers or employees. The University of Kentucky is against the University, its agents, officers or employees. The University of Kentucky is self insured pursuant to the provisions of KRS 164.939 et seq. which provides for the paying of claims or judgments resulting from any tort or breach of duty based on health care services rendered or which should have been rendered by the University or its agents. Agents of the University include members of the Board of Trustees, faculty, staff, nurses, volunteer workers, employees, students, physicians and dentists providing care within the scope of their duties or courses of study. In addition, University maintains commercial excess general and medical malpractice liability insurance for itself, its agents, officers, employees and students.

SECTION III

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

The University of Kentucky Hospital and the Lexington-Fayette County Urban County Government agree to abide by the rules and regulations regarding the confidentiality of personal medical records and information as mandated by the Health Insurance Portability Act (42 USC 1320d) and set forth in federal regulations at 45 CFT Parts 160 and 164

.Hospital will direct its physicians to hold all individually identifiable patient health information ("Protected Health Information") that may be shared, transferred, transmitted, or otherwise obtained pursuant to the Agreement strictly confidential, and to comply with the Lexington Fayette Urban County Government policies and procedures including those governing the use and disclosure of protected health information afforded by applicable federal, state, and local laws and/or regulations regarding the security and the confidentiality of patient health care information including, but not limited to, any regulations, standards, or rules promulgated pursuant to the authority of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). It is expressly understood and agreed to by the parties that the physicians as such are not and shall not be considered to be employees of the Lexington-Fayette County Urban Government for any other purposes.

SECTION IV

GENERAL TERMS

1. This agreement shall be effective from January 1, 2022, through December 31, 2023.
2. The Government may terminate this Agreement by providing advanced written notice to the Hospital of at least thirty (30) days, if at any time, the Government, in its sole discretion, determines insufficient funding exists.
3. This Agreement, or any part hereof, may be amended from time to time hereafter only in writing executed by the Government and Hospital.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers on this the day and year first set out above.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: _____
Linda Gorton, Mayor

ATTEST:

Clerk of the Urban County Council

UNIVERSITY OF KENTUCKY

BY: _____
Mark F. Newman, M.D.
Executive Vice President for Health Affairs

Examined for Form & Legality
Office of Legal Counsel
University of Kentucky

By: _____
Steven E. Clifton,
Deputy General Counsel for Health Affairs



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 0119-22

File ID: 0119-22

Type: Agenda Item

Status: Agenda Ready

Version: 2

Contract #:

In Control: Grants and Special Programs

File Created: 01/24/2022

File Name: Request Council authorization to execute Professional Services Agreements with Marinda Beasley, Kristin Beers, Angela Begley, Alexis Breeding, and Megan Magsam to serve as Sexual Assault Nurse Examiners on an "on-call" basis for the performance of forensi

Final Action:

Title: Authorization to execute Professional Services Agreements with Marinda Beasley, Kristin Beers, Angela Begley, Alexis Breeding, and Megan Magsam to serve as Sexual Assault Nurse Examiners on an "on-call" basis for the performance of forensic examinations in 2022. Funds are budgeted. (L0119-22) (Weathers/Armstrong)

Notes:

Sponsors:

Enactment Date:

Attachments: 22- Bluesheet for SANE Agreements, 22-Marinda Beasley-Agreement, 22-Kristin Beers-Agreement, 22-Angela Begley-Agreement, 22-Alexis Breeding-Agreement, 22-Megan Magsam-Agreement

Enactment Number:

Deed #:

Hearing Date:

Drafter: Celia Moore

Effective Date:

Related Files:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File 0119-22

Title

Authorization to execute Professional Services Agreements with Marinda Beasley, Kristin Beers, Angela Begley, Alexis Breeding, and Megan Magsam to serve as Sexual Assault Nurse Examiners on an "on-call" basis for the performance of forensic examinations in 2022. Funds are budgeted. (L0119-22) (Weathers/Armstrong)

Summary

Authorization to execute Professional Services Agreements with Marinda Beasley, Kristin Beers, Angela Begley, Alexis Breeding, and Megan Magsam to serve as Sexual Assault Nurse Examiners on an "on-call" basis for the performance of forensic examinations in 2022. Funds are budgeted. (L0119-22) (Weathers/Armstrong)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Brittany Smith, 1/21/2022

Risk Management: N/A

Fully Budgeted: Yes

Account Number: 3140-505506-5561-71299

3140-505506-5561-71217

This Fiscal Year Impact: \$51,466 estimated

Annual Impact: \$0

Project: SANE_2022 and SANE3_2022

Activity: FED_GRANT and STA_GRANT

Budget Reference: 2022

Current Balance: 3140-505506-5561-71299 \$64,752.00

3140-505506-5561-71217 \$17,250.00



TO: LINDA GORTON, MAYOR
URBAN COUNTY COUNCIL

FROM: CHARLIE LANTER, COMMISSIONER
HOUSING, ADVOCACY & COMMUNITY DEVELOPMENT

DATE: JANUARY 21, 2022

SUBJECT: Professional Services Agreements: Sexual Assault Nurse Examiner Program for 2022

Request: Council authorization to execute Professional Services Agreements with Marinda Beasley, Kristin Beers, Angela Begley, Alexis Breeding, and Megan Magsam to serve as Sexual Assault Nurse Examiners on an "on-call" basis for the performance of forensic examinations in 2022.

Purpose of Request: The Lexington-Fayette Urban County Government has received continuation funding (Violence Against Women Act) from the Kentucky Justice & Public Safety Cabinet for the operation of a Sexual Assault Nurse Examiner program. The purpose of this program is to improve the collection of forensic evidence in sexual assault cases and to provide the victims of sexual assault more humane treatment during the investigation. Ultimately, higher rates of reporting will occur along with higher rates of prosecution and conviction. The Kentucky Crime Victims' Compensation Fund also provides financial support for forensic examinations. An approved element of the grant-funded project is contracting with certified Sexual Assault Nurse Examiners (S.A.N.E.s) to serve on call 24 hours a day to respond to calls for examinations at the University of Kentucky Emergency Room. The attached Professional Services Agreements for the period of January 1, 2022, through December 31, 2022, outline the responsibilities and compensation.

What is the cost in this budget year and future budget years? \$51,466 is estimated. No future budget years impact is anticipated.

Are the funds budgeted? Funds for these services are budgeted as follows:

FUND	DEPT ID	SECTION	PROJECT	ACTIVITY	BUD REF	ACCT	AMOUNT
3140	505506	5561	SANE 2022	FED GRANT	2022	71299	\$55,804
3140	505506	5561	SANE3 2022	STA GRANT	2022	71217	\$17,250

The funds budgeted in SANE_ 2022 are for the purpose of paying contractual nurses for on-call duty and for reimbursement for liability insurance and court appearances. The funds budgeted in SANE3_ 2022 are for payment of nurses for forensic examinations. These funds come from the state's Crime Victims Compensation Board.

File Number: 0119-22

Director/Commissioner: Weathers/Armstrong



PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT, made and entered into on the _____ day of _____, 2022, by and between the Lexington-Fayette Urban County Government, an urban county government of the Commonwealth of Kentucky pursuant to KRS Chapter 67A, and located at 200 East Main Street, Lexington, Fayette County, Kentucky 40507 (hereinafter referred to as “Government”) and Marinda Beasley, 1237 Spring Run Road, Lexington, KY 40514 (hereinafter referred to as “Contractor”)

WITNESSETH

WHEREAS, the Government has been awarded federal funds from the Commonwealth of Kentucky Justice Cabinet for the implementation and operation of a Sexual Assault Nurse Examiner Program;

WHEREAS, the Government seeks qualified Sexual Assault Nurse Examiners willing to serve on an “on-call” basis for the performance of forensic examinations;

WHEREAS, the Contractor has been selected as an independent contractor for the performance of forensic examinations;

WHEREAS, the parties have negotiated the Contractor’s rate of pay;

NOW THEREFORE, in consideration of the foregoing and mutually agreed upon promises, conditions and covenants hereinafter set forth, the parties hereto agree as follows:

SECTION I

OBLIGATIONS OF GOVERNMENT

1. Government agrees to pay Contractor \$72.00 for each scheduled “on-call” period. An “on-call period” is defined as any period agreed to by both the Contractor and the Government in which the Contractor may be called to perform a forensic examination. Payment shall be made within 30 days of invoice.
2. Government agrees to pay Contractor at the rate of \$250.00, for each completed forensic examination. Payment shall be made within 30 days of invoice.
3. In the event that Contractor responds to the hospital for the performance of a forensic examination, but is unable to complete the exam because the victim withdraws consent prior to or during the exam, Government agrees to pay the Contractor at the rate of \$100.00. In this event the Contractor will separately invoice the Division of Police for the incomplete call-out. These invoices will be paid from the Division of Police’s general fund budget.
4. Government agrees to reimburse Contractor in an amount not to exceed the reasonable cost of a prepaid annual premium for herein described medical liability insurance upon receipt of certificate of insurance and submission of invoice. Reimbursement shall be made within 30 days of invoice.

5. Government agrees to pay Contractor for performance of Suspect Evidence Collection Examinations in the amount of \$120 per examination. The Contractor will separately invoice the Division of Police for this examination. These invoices will be paid from the Division of Police's general fund budget.
6. Government agrees to pay Contractor for the preparation and provision of professional testimony in a court of law in the amount of \$150 per request. Payment shall be made within 30 days of invoice.

SECTION II

OBLIGATIONS OF CONTRACTOR

1. Contractor agrees to provide his or her "on-call" availability weekly and to otherwise consult with the Government's Sexual Assault Nurse Examiner Manager to establish the Contractor's on-call periods based on the Contractor's availability and the Government's needs.
2. The Government's Sexual Assault Nurse Examiner Manager shall assist in the Contractor's performance of forensic examinations until the parties have determined the Contractor has established sufficient competency.
3. Contractor agrees to respond to a page within ten minutes and to report to the University of Kentucky Medical Center emergency room within a reasonable amount of time after receiving a page.
4. Contractor agrees to conduct forensic examinations of sexual assault victims, including but not necessarily limited to collection and preservation of evidence, in compliance with all relevant policies, procedures, and protocols, including, but not limited to, those of the University of Kentucky Medical Center, the Kentucky Board of Nursing, and the International Association of Forensic Nurses.
5. Contractor agrees to cooperate with the Government's Division of Police, all other law enforcement agencies utilizing the services, all county attorneys, all Commonwealth Attorneys, the Bluegrass Rape Crisis Center, and employees of the University of Kentucky Medical Center. Contractor shall not be paid for time spent in meetings with police and prosecutors.
6. Contractor agrees to maintain medical liability insurance, throughout the term of the Agreement, in the principal amount of not less than One Million (\$1,000,000) Dollars per occurrence and Four Million (\$4,00,000) Dollars aggregate, per policy year, for any act or omission in the furnishing of professional medical services. Said policy of insurance shall name the Lexington-Fayette Urban County Government and University of Kentucky Medical Center as 'additional insureds' thereunder. Contractor shall negotiate and contract with an insurance company for this coverage and deliver proof of insurance to the Government. If this Agreement is terminated before the expiration of the prepaid period by either party for any reason, insurance shall be cancelled with pro rata amount being refunded to the Government.

7. Contractor agrees to maintain throughout the term of this Agreement current Kentucky Registered Nurse License (unrestricted) and current credentials issued by the Kentucky Board of Nursing as a Sexual Assault Nurse Examiner. Such memberships, credentials, and licensure shall be at the expense of the Contractor. Evidence of license and memberships shall be provided to the Government.
8. Contractor agrees to attend a monthly meeting at the Government's Division of Police and complete one conference per year in the field of forensics, all at Contractor's expense.
9. Contractor agrees to submit invoices to the Government for all services at least once per month, no later than the fifth day of the following month.
10. As criminal cases may take a significant amount of time to be adjudicated, Contractor agrees to maintain contact with the Government for a period of three years following termination of her agreement at no additional cost. Such contact includes but is not necessarily limited to notification of current home address, telephone number, and place of employment for the three-year period. Contractor agrees to comply with all subpoenas for all cases in which she performed examinations for the three-year period at no additional cost.
11. Contractor agrees to comply with the Government's Blood Borne Pathogen Occupational Exposure Policies. Contractor acknowledges that she will be fully responsible for any medical care or expenses related to an occupational exposure.

SECTION III

GENERAL CONDITIONS

1. This Agreement shall be effective from January 1, 2022, through December 31, 2022.
2. This Agreement may be terminated by either party for any reason upon thirty (30) written days notice to the other party. In the event of termination, the Contractor shall be paid in full for all services performed to the date of such termination in accordance with Section I, Paragraph 1 and Paragraph 2.
3. The Government acknowledges and agrees that this professional services agreement shall not in any way interfere with or prevent the engagement of the Contractor in other employment, presently or otherwise. Such other employment is not to interfere with the performance of duties under this Professional Services Agreement.
4. The Contractor acknowledges that she is an independent contractor under this agreement and not any employee of the Government for any purpose.
5. The Contractor certifies, in accordance with Executive Order 12549 (Debarment and Suspension February 18, 1986) that to the best of her knowledge and belief, that she:

Is not presently debarred, suspended, proposed for debarment, declared negligible, or voluntarily excluded from covered transactions or contract by and Federal department or agency for noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964 as amended, Executive Order 11246 as amended or any other federal law;

- a. Has not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - b. Is not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (a) of this certification; and
 - c. Has not within a three-year period preceding this proposal had one or more public (Federal, State, or local) transactions or contracts terminated for cause or default.
6. This Professional Services Agreement represents the entire and integrated agreement between the Government and the Contractor and supersedes all prior negotiations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Contractor and the Government.
 7. This Agreement shall be governed by the laws of the Commonwealth of Kentucky.

[INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW]

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: _____
Linda Gorton, Mayor

ATTEST:

Clerk of the Urban County Council

CONTRACTOR

BY: _____
Marinda Beasley

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT, made and entered into on the _____ day of _____, 2022, by and between the Lexington-Fayette Urban County Government, an urban county government of the Commonwealth of Kentucky pursuant to KRS Chapter 67A, and located at 200 East Main Street, Lexington, Fayette County, Kentucky 40507 (hereinafter referred to as “Government”) and Kristin Beers, 774 Sherwood Drive, Lexington, KY 40504 (hereinafter referred to as “Contractor”)

WITNESSETH

WHEREAS, the Government has been awarded federal funds from the Commonwealth of Kentucky Justice Cabinet for the implementation and operation of a Sexual Assault Nurse Examiner Program;

WHEREAS, the Government seeks qualified Sexual Assault Nurse Examiners willing to serve on an “on-call” basis for the performance of forensic examinations;

WHEREAS, the Contractor has been selected as an independent contractor for the performance of forensic examinations;

WHEREAS, the parties have negotiated the Contractor’s rate of pay;

NOW THEREFORE, in consideration of the foregoing and mutually agreed upon promises, conditions and covenants hereinafter set forth, the parties hereto agree as follows:

SECTION I

OBLIGATIONS OF GOVERNMENT

1. Government agrees to pay Contractor \$72.00 for each scheduled “on-call” period. An “on-call period” is defined as any period agreed to by both the Contractor and the Government in which the Contractor may be called to perform a forensic examination. Payment shall be made within 30 days of invoice.
2. Government agrees to pay Contractor at the rate of \$250.00, for each completed forensic examination. Payment shall be made within 30 days of invoice.
3. In the event that Contractor responds to the hospital for the performance of a forensic examination, but is unable to complete the exam because the victim withdraws consent prior to or during the exam, Government agrees to pay the Contractor at the rate of \$100.00. In this event the Contractor will separately invoice the Division of Police for the incomplete call-out. These invoices will be paid from the Division of Police’s general fund budget.
4. Government agrees to reimburse Contractor in an amount not to exceed the reasonable cost of a prepaid annual premium for herein described medical liability insurance upon receipt of certificate of insurance and submission of invoice. Reimbursement shall be made within 30 days of invoice.

5. Government agrees to pay Contractor for performance of Suspect Evidence Collection Examinations in the amount of \$120 per examination. The Contractor will separately invoice the Division of Police for this examination. These invoices will be paid from the Division of Police's general fund budget.
6. Government agrees to pay Contractor for the preparation and provision of professional testimony in a court of law in the amount of \$150 per request. Payment shall be made within 30 days of invoice.

SECTION II

OBLIGATIONS OF CONTRACTOR

1. Contractor agrees to provide his or her "on-call" availability weekly and to otherwise consult with the Government's Sexual Assault Nurse Examiner Manager to establish the Contractor's on-call periods based on the Contractor's availability and the Government's needs.
2. The Government's Sexual Assault Nurse Examiner Manager shall assist in the Contractor's performance of forensic examinations until the parties have determined the Contractor has established sufficient competency.
3. Contractor agrees to respond to a page within ten minutes and to report to the University of Kentucky Medical Center emergency room within a reasonable amount of time after receiving a page.
4. Contractor agrees to conduct forensic examinations of sexual assault victims, including but not necessarily limited to collection and preservation of evidence, in compliance with all relevant policies, procedures, and protocols, including, but not limited to, those of the University of Kentucky Medical Center, the Kentucky Board of Nursing, and the International Association of Forensic Nurses.
5. Contractor agrees to cooperate with the Government's Division of Police, all other law enforcement agencies utilizing the services, all county attorneys, all Commonwealth Attorneys, the Bluegrass Rape Crisis Center, and employees of the University of Kentucky Medical Center. Contractor shall not be paid for time spent in meetings with police and prosecutors.
6. Contractor agrees to maintain medical liability insurance, throughout the term of the Agreement, in the principal amount of not less than One Million (\$1,000,000) Dollars per occurrence and Four Million (\$4,00,000) Dollars aggregate, per policy year, for any act or omission in the furnishing of professional medical services. Said policy of insurance shall name the Lexington-Fayette Urban County Government and University of Kentucky Medical Center as 'additional insureds' thereunder. Contractor shall negotiate and contract with an insurance company for this coverage and deliver proof of insurance to the Government. If this Agreement is terminated before the expiration of the prepaid period by either party for any reason, insurance shall be cancelled with pro rata amount being refunded to the Government.

7. Contractor agrees to maintain throughout the term of this Agreement current Kentucky Registered Nurse License (unrestricted) and current credentials issued by the Kentucky Board of Nursing as a Sexual Assault Nurse Examiner. Such memberships, credentials, and licensure shall be at the expense of the Contractor. Evidence of license and memberships shall be provided to the Government.
8. Contractor agrees to attend a monthly meeting at the Government's Division of Police and complete one conference per year in the field of forensics, all at Contractor's expense.
9. Contractor agrees to submit invoices to the Government for all services at least once per month, no later than the fifth day of the following month.
10. As criminal cases may take a significant amount of time to be adjudicated, Contractor agrees to maintain contact with the Government for a period of three years following termination of her agreement at no additional cost. Such contact includes but is not necessarily limited to notification of current home address, telephone number, and place of employment for the three-year period. Contractor agrees to comply with all subpoenas for all cases in which she performed examinations for the three-year period at no additional cost.
11. Contractor agrees to comply with the Government's Blood Borne Pathogen Occupational Exposure Policies. Contractor acknowledges that she will be fully responsible for any medical care or expenses related to an occupational exposure.

SECTION III

GENERAL CONDITIONS

1. This Agreement shall be effective from January 1, 2022, through December 31, 2022.
2. This Agreement may be terminated by either party for any reason upon thirty (30) written days notice to the other party. In the event of termination, the Contractor shall be paid in full for all services performed to the date of such termination in accordance with Section I, Paragraph 1 and Paragraph 2.
3. The Government acknowledges and agrees that this professional services agreement shall not in any way interfere with or prevent the engagement of the Contractor in other employment, presently or otherwise. Such other employment is not to interfere with the performance of duties under this Professional Services Agreement.
4. The Contractor acknowledges that she is an independent contractor under this agreement and not any employee of the Government for any purpose.
5. The Contractor certifies, in accordance with Executive Order 12549 (Debarment and Suspension February 18, 1986) that to the best of her knowledge and belief, that she:

Is not presently debarred, suspended, proposed for debarment, declared negligible, or voluntarily excluded from covered transactions or contract by and Federal department or agency for noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964 as amended, Executive Order 11246 as amended or any other federal law;

- a. Has not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - b. Is not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (a) of this certification; and
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6. This Professional Services Agreement represents the entire and integrated agreement between the Government and the Contractor and supersedes all prior negotiations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Contractor and the Government.
 7. This Agreement shall be governed by the laws of the Commonwealth of Kentucky.

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: _____
Linda Gorton, Mayor

ATTEST:

Clerk of the Urban County Council

CONTRACTOR

BY: _____
Kristin Beers

PROFESSIONAL SERVICES AGREEMENT

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WITNESSETH

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SECTION III

GENERAL CONDITIONS

1. This Agreement shall be effective from January 1, 2022, through December 31, 2022.
2. This Agreement may be terminated by either party for any reason upon thirty (30) written days notice to the other party. In the event of termination, the Contractor shall be paid in full for all services performed to the date of such termination in accordance with Section I, Paragraph 1 and Paragraph 2.
3. The Government acknowledges and agrees that this professional services agreement shall not in any way interfere with or prevent the engagement of the Contractor in other employment, presently or otherwise. Such other employment is not to interfere with the performance of duties under this Professional Services Agreement.
4. The Contractor acknowledges that she is an independent contractor under this agreement and not any employee of the Government for any purpose.
5. The Contractor certifies, in accordance with Executive Order 12549 (Debarment and Suspension February 18, 1986) that to the best of her knowledge and belief, that she:

Is not presently debarred, suspended, proposed for debarment, declared negligible, or voluntarily excluded from covered transactions or contract by and Federal department or agency for noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964 as amended, Executive Order 11246 as amended or any other federal law;

- a. Has not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - b. Is not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (a) of this certification; and
 - c. Has not within a three-year period preceding this proposal had one or more public (Federal, State, or local) transactions or contracts terminated for cause or default.
6. This Professional Services Agreement represents the entire and integrated agreement between the Government and the Contractor and supersedes all prior negotiations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Contractor and the Government.
 7. This Agreement shall be governed by the laws of the Commonwealth of Kentucky.

[INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW]

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: _____
Linda Gorton, Mayor

ATTEST:

Clerk of the Urban County Council

CONTRACTOR

BY: _____
Angela Begley

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT, made and entered into on the _____ day of _____, 2022, by and between the Lexington-Fayette Urban County Government, an urban county government of the Commonwealth of Kentucky pursuant to KRS Chapter 67A, and located at 200 East Main Street, Lexington, Fayette County, Kentucky 40507 (hereinafter referred to as “Government”) and Alexis Breeding, 537 Lawrence Street, Lexington, KY 40508 (hereinafter referred to as “Contractor”)

WITNESSETH

WHEREAS, the Government has been awarded federal funds from the Commonwealth of Kentucky Justice Cabinet for the implementation and operation of a Sexual Assault Nurse Examiner Program;

WHEREAS, the Government seeks qualified Sexual Assault Nurse Examiners willing to serve on an “on-call” basis for the performance of forensic examinations;

WHEREAS, the Contractor has been selected as an independent contractor for the performance of forensic examinations;

WHEREAS, the parties have negotiated the Contractor’s rate of pay;

NOW THEREFORE, in consideration of the foregoing and mutually agreed upon promises, conditions and covenants hereinafter set forth, the parties hereto agree as follows:

SECTION I

OBLIGATIONS OF GOVERNMENT

1. Government agrees to pay Contractor \$72.00 for each scheduled “on-call” period. An “on-call period” is defined as any period agreed to by both the Contractor and the Government in which the Contractor may be called to perform a forensic examination. Payment shall be made within 30 days of invoice.
2. Government agrees to pay Contractor at the rate of \$250.00, for each completed forensic examination. Payment shall be made within 30 days of invoice.
3. In the event that Contractor responds to the hospital for the performance of a forensic examination, but is unable to complete the exam because the victim withdraws consent prior to or during the exam, Government agrees to pay the Contractor at the rate of \$100.00. In this event the Contractor will separately invoice the Division of Police for the incomplete call-out. These invoices will be paid from the Division of Police’s general fund budget.
4. Government agrees to reimburse Contractor in an amount not to exceed the reasonable cost of a prepaid annual premium for herein described medical liability insurance upon receipt of certificate of insurance and submission of invoice. Reimbursement shall be made within 30 days of invoice.

5. Government agrees to pay Contractor for performance of Suspect Evidence Collection Examinations in the amount of \$120 per examination. The Contractor will separately invoice the Division of Police for this examination. These invoices will be paid from the Division of Police's general fund budget.
6. Government agrees to pay Contractor for the preparation and provision of professional testimony in a court of law in the amount of \$150 per request. Payment shall be made within 30 days of invoice.

SECTION II

OBLIGATIONS OF CONTRACTOR

1. Contractor agrees to provide his or her "on-call" availability weekly and to otherwise consult with the Government's Sexual Assault Nurse Examiner Manager to establish the Contractor's on-call periods based on the Contractor's availability and the Government's needs.
2. The Government's Sexual Assault Nurse Examiner Manager shall assist in the Contractor's performance of forensic examinations until the parties have determined the Contractor has established sufficient competency.
3. Contractor agrees to respond to a page within ten minutes and to report to the University of Kentucky Medical Center emergency room within a reasonable amount of time after receiving a page.
4. Contractor agrees to conduct forensic examinations of sexual assault victims, including but not necessarily limited to collection and preservation of evidence, in compliance with all relevant policies, procedures, and protocols, including, but not limited to, those of the University of Kentucky Medical Center, the Kentucky Board of Nursing, and the International Association of Forensic Nurses.
5. Contractor agrees to cooperate with the Government's Division of Police, all other law enforcement agencies utilizing the services, all county attorneys, all Commonwealth Attorneys, the Bluegrass Rape Crisis Center, and employees of the University of Kentucky Medical Center. Contractor shall not be paid for time spent in meetings with police and prosecutors.
6. Contractor agrees to maintain medical liability insurance, throughout the term of the Agreement, in the principal amount of not less than One Million (\$1,000,000) Dollars per occurrence and Four Million (\$4,00,000) Dollars aggregate, per policy year, for any act or omission in the furnishing of professional medical services. Said policy of insurance shall name the Lexington-Fayette Urban County Government and University of Kentucky Medical Center as 'additional insureds' thereunder. Contractor shall negotiate and contract with an insurance company for this coverage and deliver proof of insurance to the Government. If this Agreement is terminated before the expiration of the prepaid period by either party for any reason, insurance shall be cancelled with pro rata amount being refunded to the Government.

7. Contractor agrees to maintain throughout the term of this Agreement current Kentucky Registered Nurse License (unrestricted) and current credentials issued by the Kentucky Board of Nursing as a Sexual Assault Nurse Examiner. Such memberships, credentials, and licensure shall be at the expense of the Contractor. Evidence of license and memberships shall be provided to the Government.
8. Contractor agrees to attend a monthly meeting at the Government's Division of Police and complete one conference per year in the field of forensics, all at Contractor's expense.
9. Contractor agrees to submit invoices to the Government for all services at least once per month, no later than the fifth day of the following month.
10. As criminal cases may take a significant amount of time to be adjudicated, Contractor agrees to maintain contact with the Government for a period of three years following termination of her agreement at no additional cost. Such contact includes but is not necessarily limited to notification of current home address, telephone number, and place of employment for the three-year period. Contractor agrees to comply with all subpoenas for all cases in which she performed examinations for the three-year period at no additional cost.
11. Contractor agrees to comply with the Government's Blood Borne Pathogen Occupational Exposure Policies. Contractor acknowledges that she will be fully responsible for any medical care or expenses related to an occupational exposure.

SECTION III

GENERAL CONDITIONS

1. This Agreement shall be effective from January 1, 2022, through December 31, 2022.
2. This Agreement may be terminated by either party for any reason upon thirty (30) written days notice to the other party. In the event of termination, the Contractor shall be paid in full for all services performed to the date of such termination in accordance with Section I, Paragraph 1 and Paragraph 2.
3. The Government acknowledges and agrees that this professional services agreement shall not in any way interfere with or prevent the engagement of the Contractor in other employment, presently or otherwise. Such other employment is not to interfere with the performance of duties under this Professional Services Agreement.
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5. The Contractor certifies, in accordance with Executive Order 12549 (Debarment and Suspension February 18, 1986) that to the best of her knowledge and belief, that she:

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- a. Has not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
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LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: _____
Linda Gorton, Mayor

ATTEST:

Clerk of the Urban County Council

CONTRACTOR

BY: _____
Alexis Breeding

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT, made and entered into on the _____ day of _____, 2022, by and between the Lexington-Fayette Urban County Government, an urban county government of the Commonwealth of Kentucky pursuant to KRS Chapter 67A, and located at 200 East Main Street, Lexington, Fayette County, Kentucky 40507 (hereinafter referred to as “Government”) and Megan Magsam, 761 East Lexington, Harrodsburg, KY 40330 (hereinafter referred to as “Contractor”)

WITNESSETH

WHEREAS, the Government has been awarded federal funds from the Commonwealth of Kentucky Justice Cabinet for the implementation and operation of a Sexual Assault Nurse Examiner Program;

WHEREAS, the Government seeks qualified Sexual Assault Nurse Examiners willing to serve on an “on-call” basis for the performance of forensic examinations;

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: _____
Linda Gorton, Mayor

ATTEST:

Clerk of the Urban County Council

CONTRACTOR

BY: _____
Megan Magsam



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 0120-22

File ID: 0120-22

Type: Agenda Item

Status: Agenda Ready

Version: 2

Contract #:

In Control: Grants and Special Programs

File Created: 01/24/2022

File Name: Request Council authorization to accept \$59,500 in funding from the 2021 Kentucky Office of Homeland Security Grant, which will fund purchase of ten self-contained breathing apparatus (SCBA) for the Division of Fire and Emergency Services' Special Operati

Final Action:

Title: Authorization to accept \$59,500 in funding from the 2021 Kentucky Office of Homeland Security Grant, which will fund purchase self-contained breathing apparatus (SCBA) with air cylinders for the Division of Fire and Emergency Services' Special Operations Teams. No matching funds required. (L0120-22) (Wells/Armstrong)

Notes:

Sponsors:

Enactment Date:

Attachments: 22- Blue Sheet Fire, BA 11482,
Draft_SC_094_2200001020_1_PO_CNTRCT_FORM -
Unsigned

Enactment Number:

Deed #:

Hearing Date:

Drafter: Celia Moore

Effective Date:

Related Files:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File 0120-22

Title

Authorization to accept \$59,500 in funding from the 2021 Kentucky Office of Homeland Security Grant, which will fund purchase self-contained breathing apparatus (SCBA) with air cylinders for the Division of Fire and Emergency Services' Special Operations Teams. No matching funds required. (L0120-22) (Wells/Armstrong)

Summary

Authorization to accept \$59,500 in funding from the 2021 Kentucky Office of Homeland Security Grant, which will fund purchase self-contained breathing apparatus (SCBA) with air cylinders for the Division of Fire and Emergency Services' Special Operations Teams. No matching funds required. (L0120-22) (Wells/Armstrong)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Brittany Smith, 1/21/2022

Risk Management: N/A

Fully Budgeted: Budget amendment 11482 is in process.

Account Number: 3200-505702-5715-75601

This Fiscal Year Impact: \$59,500

Annual Impact: \$0

Project: STHO_BRAPP_2022

Activity: FED_GRANT

Budget Reference: 2022

Current Balance: BA in process



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

**FROM: CHARLIE LANTER, COMMISSIONER
HOUSING, ADVOCACY & COMMUNITY DEVELOPMENT**

DATE: JANUARY 24, 2022

**SUBJECT: Accept Funds from the Kentucky Office of Homeland Security 2021 State
Homeland Security Grant Program for Division of Fire**

Request: Council authorization to accept \$59,500 in funding from the 2021 Kentucky Office of Homeland Security Grant, which will fund purchase self-contained breathing apparatus (SCBA) with air cylinders for the Division of Fire and Emergency Services' Special Operations Teams. No matching funds required.

Purpose of Request: The Kentucky Office of Homeland Security has awarded the Division of Fire and Emergency Services \$59,500 of federal funding from the Fiscal Year 2021 Homeland Security Grant Program. This federally funded program, originating from the U.S. Department of Homeland Security, provides financial assistance to the states to prevent, respond to, and recover from acts of terrorism.

The SCBAs will provide necessary respiratory protection for Hazardous Materials response when operating in chemical-protective clothing. These units will be assigned to the Lexington Fire Department's Special Operations Bureau and will be compatible with the department's stock of firefighting SCBA units. The current stock of SCBAs are beyond their service life and in need of replacement.

What is the cost in this budget year and future budget years? \$59,500 in federal funds has been awarded for Fiscal Year 2022. No matching funds are required. Future years funding is dependent upon availability of grant funding.

Are the funds budgeted? Budget amendment 11482 is in process.

File Number: 0120-22

Director/Commissioner: Wells/Armstrong



LFUCG Budget Amendment Request Form

Requester: Moore,Celia E **Date:** 01/24/2022 **Status:** Pending Approval **Amend Nbr:** 11482

Business Unit: LFUCG **Journal Date:** 01/24/2022 **Budget Period:** 2022 **Bid:** **Admin Review:**

▼ **Personnel, Operating & Capital Accounts** [Personalize](#) | [Find](#) | [View All](#) | | First **1 of 1** Last

Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID
1 3200	505702	5715	75601	Clothing/Equipment - Other	59,500.00	WELLSJG	KARMSTRO	

▼ **Revenue Accounts** [Personalize](#) | [Find](#) | [View All](#) | | First **1 of 1** Last

Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID
1 3200	505702	5715	44010	Intergovernmental - Federal	59,500.00	WELLSJG	KARMSTRO	

▶ **Project/Grant Revenue**

▶ **Project/Grant Expenditures**

Comments:

To establish grant budget for STHO_BRAPP_2022.

Net Amend Amt: 0.00



Commonwealth of Kentucky CONTRACT

DOC ID NUMBER:			
SC	094	2200001020	Version: 1
			Record Date:

Document Description:	Lexington Fayette Urban County Government 21-119
Cited Authority:	EMW-2021-SS-00051 2021 State Homeland Security Grant Program
Reason for Modification:	

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

Vendor Name:	Vendor No.	KY0032969
LEXINGTON FAYETTE URBAN CO GOVERNMENT	Vendor Contact	
	Name:	Chad Hancock
200 EAST MAIN STREET	Phone:	8592583313
	Email:	chancock@lexingtonky.gov
LEXINGTON	KY	40507

Effective From: 2022-01-20 **Effective To:** 2023-07-31

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		Lexington Fayette Urban County Government 21-119	\$0.000000	\$59,500.00	\$59,500.00

Extended Description:

Period of Performance

Effective Date: 1/20/22

Expiration Date: 07/31/23

Scope of Work: The Lexington Fire Department Hazardous Materials Response Team shall utilize grant funding to purchase Self-Contained Breathing Apparatus (SCBAs) with air cylinders as requested in grant application 21-119 submitted by the Lexington Fayette Urban County Government. Any change to the scope of work will require approval by the KOHS Grants Management Office.

Shipping Information:	Billing Information:
Kentucky Office of Homeland Security 200 Mero Street Frankfort KY 40622	Kentucky Office of Homeland Security 200 Mero Street Frankfort KY 40622

TOTAL CONTRACT AMOUNT:	\$59,500.00
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	Document Description	Page 2
2200001020	Lexington Fayette Urban County Government 21-119	

Memorandum of Agreement Template

This Memorandum of Agreement (MOA) is entered into, by and between the Commonwealth of Kentucky, the Kentucky Office of Homeland Security (“the Commonwealth”) and Lexington Fayette Urban County Government (“the Contractor”) to establish an agreement for pass-through federal grant funds. The initial MOA is effective from January 20, 2022 through July 31, 2023.

Scope of Services: The Lexington Fire Department Hazardous Materials Response Team shall utilize grant funding to purchase Self-Contained Breathing Apparatus (SCBAs) with air cylinders as requested in grant application 21-119 submitted by the Lexington Fayette Urban County Government. Any change to the scope of work will require approval by the KOHS Grants Management Office.

Pricing: \$59,500

FFY 2021 HOMELAND SECURITY GRANT PROGRAM

GRANT INFORMATION AND IDENTIFICATION

CFDA Number: 97.067

CFDA Title: Homeland Security Grant Program

Award Year: FFY 2021

Federal Agency: Department of Homeland Security/FEMA

Pass-Through Agency: Kentucky Office of Homeland Security

Kentucky Office of Homeland Security (KOHS) Terms and Conditions

KOHS Specific Acknowledgements and Assurances

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

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

Change of Circumstances

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

Confidentiality

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

Data Collection/Analysis Limitations

	Document Description	Page 3
2200001020	Lexington Fayette Urban County Government 21-119	

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

Extensions and Amendments to this Agreement

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

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

Liability and Indemnity

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

Notices

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

Severability

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

Sole Benefit

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

Subcontractor Requirement

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

Successors and Assigns

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

Waiver of Breach

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

IDENTIFICATION OF THE SUBJECT MATTER OF THE CONTRACT

Environmental Planning and Historic Preservation (EHP)

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

Environmental Standards

The recipient will comply with all applicable Federal, State, and local environment and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, and Executive Orders on Floodplains (11988), Wetlands (11990), and Environmental Justice (12898). Failure of the recipient to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding. Recipient shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, including but not limited to communications towers, physical

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security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Recipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbance activities occur during project implementation, the recipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated prior to the full environmental and historic preservation review could result in a non-compliance finding.

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

Intellectual Properties

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

Kentucky Wireless Interoperability Executive Committee

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

Mutual Aid and Interoperability Memorandum of Understanding

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

NIMS Requirements

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

Property Control

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

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

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

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

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

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Equipment Marking

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

Property Purchased by the First Party (KOHS)

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

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

Entire Agreement

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

CONSIDERATION AND CONDITIONS FOR PAYMENT

Availability of Federal Funds

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

Consultant Rate

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

Earliest Date of Payment

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

Financial Management System

The Second Party agrees to establish and/or maintain a financial management system which shall provide for: Accurate, current, and complete disclosure of the financial results of the functions/services performed under this agreement in accordance with the reporting requirements as set forth in this agreement and attachment(s) thereto; Records that identify the source and application of funds for activities/functions/ services performed pursuant to this contract agreement. These records shall contain information pertaining to federal and/or state funds received, obligations, un-obligated balances, if applicable, assets, liabilities, expenditures and income; Effective control over and accountability for all funds, property, and other assets. The Second Party shall safeguard all such assets and shall assure that they are used solely for authorized purposes in the provision of functions/services under this agreement; Procedures for determining reasonableness, and allowability of costs in accordance with the terms and conditions of this agreement and any attachment(s) thereto; and Accounting records that are supported by source documentation.

Interest Income

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

Procurement

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

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For the purpose of any Kentucky Office of Homeland Security (KOHS)-funded projects using FY-2021 funds the sub-recipient will use the provisions of KRS 45A for the purchase of equipment and/or services. For any equipment and/or services under \$30,000 three (3) quotes will be obtained. For any equipment and/or services that exceeds \$30,000 the provisions of KRS 45A will apply.

Disadvantaged Business Requirement

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

Program Income

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

Reimbursement

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

Contract Period

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

Payments

Payments to Second Party:

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

Final Request for Reimbursements:

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

Transfer of Funds

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

Vendor Verification

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

Closeout

The First Party will close out this award when it determines that all applicable administrative actions and all required work of the grant have been completed. Within 30 days after the expiration or termination of this

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agreement, the Second party must submit all financial, performance and other reports required as a condition of this grant.

Cooperation

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

Fusion Center

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

Required submissions: AARs and IPs (as applicable)

Exercise Evaluation and Improvement Reports

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

Financial and Compliance Audit Report

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

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

- # Distribute single audit reporting packages to federal agencies.
- # Support OMB oversight and assessment of federal award audit requirement.
- # Maintain a public database of completed audits
- # Help auditors and auditees minimize the reporting burden of complying with Single Audit requirements.

Monitoring

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

Quarterly Reports

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

Open Records

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

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Performance Timeline

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

Retention of Records

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

Approvals

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

2021 The Department of Homeland Security Standard Terms and Conditions

The 2021 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2021. These terms and conditions flow down to subrecipients, unless a particular award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

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

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

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

DHS Specific Acknowledgements and Assurances

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

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

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5. Recipients of federal financial assistance from DHS must complete the *DHS Civil Rights Evaluation Tool* within thirty (30) days of receipt of the Notice of Award or, for State Administering Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. Recipients are required to provide this information once every two (2) years, not every time an award is made. After the initial submission for the first award under which this term applies, recipients are only required to submit updates every two years, not every time a grant is awarded. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. **Subrecipients are not required to complete and submit this tool to DHS.** The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Standard Terms & Conditions

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

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

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

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

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

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

VII. Civil Rights Act of 1968
Recipients must comply with Title VII of the *Civil Rights Act of 1968*, [Pub. L. No. 90-284, as amended through Pub. L. 113-4](#), which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national

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origin, religion, disability, familial status, and sex (see [42 U.S.C. § 3601 et seq.](#)), as implemented by the U.S. Department of Housing and Urban Development at [24 C.F.R. Part 100](#). The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See [24 C.F.R. Part 100, Subpart D.](#))

VIII. Copyright

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

IX. Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) [12549](#) and [12689](#), which are at [2 C.F.R. Part 180](#) as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

X. Drug-Free Workplace Regulations

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

XI. Duplication of Benefits

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

XII. Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

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

XIII. Energy Policy and Conservation Act

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

XIV. False Claims Act and Program Fraud Civil Remedies

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

XV. Federal Debt Status

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

XVI. Federal Leadership on Reducing Text Messaging while Driving

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

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XVII. Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under [49 U.S.C. § 41102](#)) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974*, [49 U.S.C. § 40118](#), and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, [amendment](#) to Comptroller General Decision B-138942.

XVIII. Hotel and Motel Fire Safety Act of 1990

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

XIX. Limited English Proficiency (Civil Rights Act of 1964, Title VI)

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

XX. Lobbying Prohibitions

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

XXI. National Environmental Policy Act

Recipients must comply with the requirements of the [National Environmental Policy Act of 1969](#), [Pub. L. No. 91-190 \(1970\)](#) (codified as amended at [42 U.S.C. § 4321 et seq.](#)(NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

XXII. Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in [6 C.F.R. Part 19](#) and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

XXIII. Non-Supplanting Requirement

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

XXIV. Notice of Funding Opportunity Requirements

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

XXV. Patents and Intellectual Property Rights

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

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XXVI. Procurement of Recovered Materials

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

XXVII. Rehabilitation Act of 1973

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

XXVIII. Reporting of Matters Related to Recipient Integrity and Performance

1. General Reporting Requirements

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the [Federal Awardee Performance and Integrity Information System \(FAPIIS\)](#) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under [Pub. L. No. 110-417, § 872](#), as amended [41 U.S.C. § 2313](#). As required by [Pub. L. No. 111-212, § 3010](#), all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for federal procurement contracts, will be publicly available.

2. Proceedings about Which Recipients Must Report Recipients must submit the required information about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the federal government;
- b. Reached its final disposition during the most recent five year period; and
- c. One or more of the following:
 - 1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - 2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - 3) An administrative proceeding, as defined in paragraph 5, that resulted in a finding of fault and liability and the recipient's payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - 4) Any other criminal, civil, or administrative proceeding if:
 - a) It could have led to an outcome described in this award term and condition;
 - b) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the recipient's part; and

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- c) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

Recipients must enter the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. Recipients do not need to submit the information a second time under financial assistance awards that the recipient received if the recipient already provided the information through SAM because it was required to do so under federal procurement contracts that the recipient was awarded.

4. Reporting Frequency

During any period of time when recipients are subject to the main requirement in paragraph 1 of this award term and condition, recipients must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that recipients have not reported previously or affirm that there is no new information to report. Recipients that have federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For the purpose of this award term and condition:

- a. *Administrative proceeding:* means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the federal and state level but only in connection with performance of a federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- b. *Conviction:* means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- c. *Total value of currently active grants, cooperative agreements, and procurement contracts includes—*
 - 1) Only the federal share of the funding under any federal award with a recipient cost share or match; and
 - 2) The value of all expected funding increments under a federal award and options, even if not yet exercised.

XXIX. Reporting Subawards and Executive Compensation

1. Reporting of first-tier subawards.

- a. *Applicability.* Unless the recipient is exempt as provided in paragraph 4 of this award term, the recipient must report each action that equals or exceeds \$30,000 in federal funds for a subaward to a non-federal entity or federal agency (See definitions in paragraph 5 of this award term).
- b. *Where and when to report.*
 - 1) Recipients must report each obligating action described in paragraph 1 of this award term to the [Federal Funding Accountability and Transparency Act Subaward Reporting System \(FSRS\)](#).
 - 2) For subaward information, recipients report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2016, the obligation must be reported by no later than December 31, 2016.)
- c. *What to report.* The recipient must report the information about each obligating action that the submission instructions posted at <http://www.fsr.gov>.

2. Reporting Total Compensation of Recipient Executives.

- a. *Applicability and what to report.* Recipients must report total compensation for each of the five most highly compensated executives for the preceding completed fiscal year, if—

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- 1) The total federal funding authorized to date under this federal award equals or exceeds \$30,000 as defined in 2 C.F.R. § 170.320;
- 2) In the preceding fiscal year, recipient's received—
 - a) 80 percent or more of recipients annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. 170.320 (and subawards); and
 - b) \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. 170.320 (and subawards); and
- c) The public does not have access to information about the compensation of the executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
- 3). *Where and when to report.* Recipients must report executive total compensation described in paragraph 2.a. of this award term:
 - 1) As part of the recipient's registration profile at <https://www.sam.gov>.
 - 2) By the end of the month following the month in which this award is made, and annually thereafter.

3. Reporting of Total Compensation of Subrecipient Executives.

- a. *Applicability and what to report.* Unless recipients are exempt as provided in paragraph 4. of this award term, for each first-tier subrecipient under this award, recipients shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—
 - 1) In the subrecipient's preceding fiscal year, the subrecipient received—
 - a) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. 170.320 (and subawards); and
 - b) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - 2) The public does not have access to information about the compensation of the executives through periodic reports filed under Section 13(a) or 15(d) of the *Securities Exchange Act of 1934* (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
- b. *Where and when to report.* Subrecipients must report subrecipient executive total compensation described in paragraph 3.a. of this award term:
 - 1) To the recipient.
 - 2) By the end of the month following the month during which recipients make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), subrecipients must report any required compensation information of the subrecipient by November 30 of that year.

4. Exemptions

If, in the previous tax year, recipients had gross income, from all sources, under \$300,000, then recipients are exempt from the requirements to report:

- a. Subawards, and
- b. The total compensation of the five most highly compensated executives of any subrecipient.

6. Definitions For purposes of this award term:

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- a. Federal Agency means a federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).
- b. *Non-Federal Entity*: means all of the following, as defined in 2 C.F.R. Part 25:
 - 1) A Governmental organization, which is a State, local government, or Indian tribe;
 - 2) A foreign public entity;
 - 3) A domestic or foreign nonprofit organization;
 - 4) A domestic or foreign for-profit organization;
- c. *Executive*: means officers, managing partners, or any other employees in management positions.
- d. *Subaward*: means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the recipient received this award and that the recipient awards to an eligible subrecipient.
 - 1) The term does not include recipients' procurement of property and services needed to carry out the project or program (for further explanation, see 2 C.F.R. § 200.331).
 - 2) A subaward may be provided through any legal agreement, including an agreement that a recipient or a subrecipient considers a contract.
- e. *Subrecipient*: means a non-federal entity or federal agency that:
 - 1) Receives a subaward from the recipient under this award; and
 - 2) Is accountable to the recipient for the use of the federal funds provided by the subaward.
- f. *Total compensation*: means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (See [17 C.F.R. § 229.402\(c\)\(2\)](#)):
 - 1) *Salary and bonus*.
 - 2) *Awards of stock, stock options, and stock appreciation rights*. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - 3) *Earnings for services under non-equity incentive plans*. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - 4) *Change in pension value*. This is the change in present value of defined benefit and actuarial pension plans.
 - 5) *Above-market earnings on deferred compensation which is not tax-qualified*.
 - 6) *Other compensation*, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

XXX. SAFECOM

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

XXXI. Terrorist Financing

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

XXXII. Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons.

- 1. **Provisions applicable to a recipient that is a private entity.**

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- a. Recipients, the employees, subrecipients under this award, and subrecipients' employees may not—
 - 1) Engage in severe forms of trafficking in persons during the period of time the award is in effect;
 - 2) Procure a commercial sex act during the period of time that the award is in effect; or
 - 3) Use forced labor in the performance of the award or subawards under the award.
- b. DHS may unilaterally terminate this award, without penalty, if a recipient or a subrecipient that is a private entity —
 - 1) Is determined to have violated a prohibition in paragraph 1.a of this award term; or
 - 2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph 1.a of this award term through conduct that is either—
 - a) Associated with performance under this award; or
 - b) Imputed to recipients or subrecipients using the standards and due process for imputing the conduct of an individual to an organization that are provided in [2 C.F.R. Part 180](#), “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 C.F.R. Part 3000.

2. Provision applicable to recipients other than a private entity.

DHS may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

- a. Is determined to have violated an applicable prohibition in paragraph 1.a of this award term; or
 - b. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph 1.a of this award term through conduct that is either—
 - 1) Associated with performance under this award; or
 - 2) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 C.F.R. Part 3000.
- 3. Provisions applicable to any recipient.**
- a. Recipients must inform DHS immediately of any information received from any source alleging a violation of a prohibition in paragraph 1.a of this award term.
 - b. It is DHS’s right to terminate unilaterally that is described in paragraph 1.b or 2 of this section:
 - 1) Implements TVPA, Section 106(g) as amended by 22 U.S.C. 7104(g)), and
 - 2) Is in addition to all other remedies for noncompliance that are available to us under this award.
 - c. Recipients must include the requirements of paragraph 1.a of this award term in any subaward made to a private entity.
- 4. Definitions.** For the purposes of this award term:
- a. *Employee*: means either:
 - 1) An individual employed by a recipient or a subrecipient who is engaged in the performance of the project or program under this award; or
 - 2) Another person engaged in the performance of the project or program under this award and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements
 - b. *Forced labor*: means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for

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- labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- c. *Private entity*: means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. § 175.25. It includes:
 - 1) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R. § 175.25(b).
 - 2) A for-profit organization.
 - d. *Severe forms of trafficking in persons, commercial sex act, and coercion* are defined in [TVPA, Section 103](#), as amended (22 U.S.C. § 7102)

XXXIII. Universal Identifier and System of Award Management

1. Requirement for System for Award Management

Unless the recipient is exempted from this requirement under 2 C.F.R. 25.110, the recipient must maintain the currency of their information in the SAM until the recipient submits the final financial report required under this award or receive the final payment, whichever is later. This requires that the recipient review and update the information at least annually after the initial registration, and more frequently if required by changes in the recipient's information or another award term.

2. Requirement for unique entity identifier

If recipients are authorized to make subawards under this award, they:

- a. Must notify potential subrecipients that no entity (see definition in paragraph 3 of this award term) may receive a subaward from the recipient unless the entity has provided its unique entity identifier to the recipient.
- b. May not make a subaward to an entity unless the entity has provided its unique entity identifier to the recipient.

3. Definitions

For purposes of this award term:

- a. *System for Award Management (SAM)*: means the federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found on [SAM.gov](#).
- b. *Unique entity identifier*: means the identifier required for SAM registration to uniquely identify business entities.
- c. *Entity*: means all of the following, as defined at 2 C.F.R. Part 25, Subpart C:
 - 1) A Governmental organization, which is a State, local government, or Indian Tribe;
 - 2) A foreign public entity;
 - 3) A domestic or foreign nonprofit organization;
 - 4) A domestic or foreign for-profit organization; and
 - 5) A Federal agency, but only as a subrecipient under an award or subaward to a nonFederal entity.
- d. *Subaward*: means a legal instrument to provide support for the performance of any portion of the substantive project or program for which a recipient received this award and that the recipient awards to an eligible subrecipient.
 - 1) The term does not include the recipients procurement of property and services needed to carry out the project or program (for further explanation, see 2 C.F.R. 200.330).
 - 2) A subaward may be provided through any legal agreement, including an agreement that a recipient considers a contract.
- e. *Subrecipient* means an entity that:
 - 1) Receives a subaward from the recipient under this award; and
 - 2) Is accountable to the recipient for the use of the Federal funds provided by the subaward.

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XXXIV. USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the [Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 \(USA PATRIOT Act\)](#), which amends [18 U.S.C. §§ 175–175c](#).

XXXV. Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

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

XXXVII Whistleblower Protection Act

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

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**MOA/PSC Exception Standard Terms and Conditions
Revised July 2021**

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 (<http://www.lrc.ky.gov/Statcomm/Contracts/homepage.htm>) 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

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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.

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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: (check one)

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.

_____ The parties are cognizant that the state is liable for social security contributions, pursuant to 42 U.S. Code, section 418, relative to the compensation of the second party for this contract.

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, prior to the award of a contract, any final determination of a violation by the Contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to 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

To comply with the provisions of KRS 45A.485, the Contractor and all subcontractors performing work under the contract shall report any such final determination(s) of violation(s) to the Commonwealth by

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providing the following information regarding the final determination(s): the KRS violated, the date of the final determination, and the state agency which issued the final determination.

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

Contractor must check one:

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

The Contractor has violated the provisions of one or more of the above statutes within the previous five (5) year period and has revealed such final determination(s) of violation(s). Attached is a list of such determination(s), which includes the KRS violated, the date of the final determination, and the state agency which issued the final determination.

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.

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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.

	Document Description	Page 24
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Second Party:

_____ Signature	_____ Mayor
_____ Linda Gorton	_____ Title
_____ Printed Name	_____ Date

First Party:

_____ Signature	_____ Executive Director
_____ Josiah Keats	_____ Title
_____ Printed Name	_____ Date

Approved as to form and legality.



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0121-22

File ID: 0121-22

Type: Agenda Item

Status: Agenda Ready

Version: 2

Contract #:

In Control: Grants and Special Programs

File Created: 01/24/2022

File Name: Council authorization to submit applications, and accept awards if offered, to the Kentucky Transportation Cabinet for participation in Traffic Safety Programs to include Traffic Safety and Speed Enforcement for Fiscal Year 2023.

Final Action:

Title: Authorization to submit applications, and accept awards if offered, to the Kentucky Transportation Cabinet for participation in Traffic Safety Programs to include Traffic Safety and Speed Enforcement for Fiscal Year 2023, in the amount of \$245,00.00. No matching funds required. (L0121-22) (Weathers/Armstrong)

Notes:

Sponsors:

Enactment Date:

Attachments: 22-Bluesheet Memo

Enactment Number:

Deed #:

Hearing Date:

Drafter: Celia Moore

Effective Date:

Related Files:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File 0121-22

Title

Authorization to submit applications, and accept awards if offered, to the Kentucky Transportation Cabinet for participation in Traffic Safety Programs to include Traffic Safety and Speed Enforcement for Fiscal Year 2023, in the amount of \$245,00.00. No matching funds required. (L0121-22) (Weathers/Armstrong)

Summary

Authorization to submit applications, and accept awards if offered, to the Kentucky Transportation Cabinet for participation in Traffic Safety Programs to include Traffic Safety and

Speed Enforcement for Fiscal Year 2023, in the amount of \$245,00.00. No matching funds required. (L0121-22) (Weathers/Armstrong)

Budgetary Implications: Yes

Advance Document Review:

Law: { Select Yes/No, Completed by [Attorney Name, Date]}

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

Fully Budgeted: Budget amendment will be initiate if grants are approved.

Account Number:

This Fiscal Year Impact: \$245,000

Annual Impact: \$0

Project: TRAFSAFTY_2023; TRAF_DUI_2023; TRAF_OP_2023

Activity: FED_GRANT

Budget Reference: 2023

Current Balance:



TO: LINDA GORTON, MAYOR
URBAN COUNTY COUNCIL

FROM: CHARLIE LANTER, COMMISSIONER
HOUSING, ADVOCACY & COMMUNITY DEVELOPMENT

DATE: January 24, 2022

SUBJECT: FY 2023 Traffic Safety Program Law Enforcement Grant Applications

Request: Council authorization to submit applications, and accept awards if offered, to the Kentucky Transportation Cabinet for participation in Traffic Safety Programs to include Traffic Safety and Speed Enforcement for Fiscal Year 2023.

Purpose of the Request: The Division of Police has prepared two applications for submission to the Governor's Highway Safety Program in the Department of Transportation Safety/Kentucky Transportation Cabinet requesting federal funding for continuation of the Lexington-Fayette Urban County Government's Traffic Safety Programs for FY 2023. These federal funds originate from the U.S. Department of Transportation's Highway Safety Standards Branch. These programs are:

- **Traffic Safety Program.** Federal funding in the amount of \$115,000 is requested. If approved, funds will be used to continue the utilization of officers on an overtime basis to detect speeders and other traffic violators.
- **Occupant Protection Project.** Federal funding in the amount of \$65,000 is requested. If approved, federal funds pay for the utilization of officers on an overtime basis to focus on increasing seat-belt usage and proper child restraint in order to reduce traffic crash injuries and fatalities.
- **Impaired Driving Project.** Federal funding in the amount of \$65,000 is requested. If approved, federal funds will be used to support the cost of officer overtime and training to reduce fatalities on Kentucky roadways, minimize injuries to individuals and property, and to educate the public in ways to do this.

What is the cost in this budget year and future budget years? Total federal funding in the amount of \$245,000 is being requested for Fiscal Year 2023 for officer overtime, Medicare, unemployment, and pension. No local match is required. There is no cost in future budget years.

Are the funds budgeted? Budget amendments will be initiated if grants are approved.

File Number: 0121-22

Director/Commissioner: Weathers/Armstrong

