

AGREEMENT

THIS AGREEMENT, made and entered into on this _____ day of _____, 2011 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, Fayette County, Kentucky 40507 (hereinafter referred to as "GOVERNMENT"), and **TEXAS A&M ENGINEERING EXTENSION SERVICE** whose post office address is P.O. Box 40006, College Station, TX 77842-4006 (hereinafter referred to as "CONTRACTOR").

WHEREAS, GOVERNMENT, has been awarded federal funds from the Office of the Governor, Kentucky Office of Homeland Security under the State Homeland Security Grant program for Advanced Ordnance Recognition Training;

WHEREAS, GOVERNMENT issued Bid #2-2013 for Advanced Ordnance Recognition Training;

WHEREAS, GOVERNMENT selected CONTRACTOR to perform the herein described services;

WHEREAS, GOVERNMENT'S agreement with the Kentucky Office of Homeland Security (PO2 094 1300003027 1) identifies the GOVERNMENT'S obligations and further requires that all requirements of the agreement shall be applicable and binding on any subcontractors;

WHEREAS, the GOVERNMENT'S responsibility for ensuring compliance with all grant requirements necessitates a written agreement with the CONTRACTOR;

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

I. SCOPE OF SERVICES

A. Scope of Work

The CONTRACTOR agrees to use the herein described federal funds solely for the purpose of providing Advanced Ordnance Recognition Training in accordance with the fully executed agreement between the GOVERNMENT and the Kentucky Office of Homeland Security and in accordance with the CONTRACTOR'S Proposal which is herein referenced and made a part of this agreement.

B. Reporting

The CONTRACTOR shall be responsible for submission of progress reports to the GOVERNMENT, as may be required by the Office of the Governor, Kentucky Office of Homeland Security.

C. Performance Monitoring

The GOVERNMENT shall monitor the performance of the CONTRACTOR under the terms of the Agreement. Standard performance as determined by the GOVERNMENT shall constitute noncompliance with the Agreement. If action to correct such substandard performance is not taken by the CONTRACTOR within a reasonable period of time after being notified by the GOVERNMENT, Agreement suspension or termination procedures will be initiated. CONTRACTOR also understands that the Office of the Governor, Kentucky Office of Homeland Security may monitor the performance of the CONTRACTOR.

II. TIME OF PERFORMANCE

The performance period of this Agreement shall be July 1, 2013 through December 31, 2013.

III. USE OF FEDERAL FUNDS

Federal funds from the Department of Homeland Security in the amount of \$ 38,000 for twenty (20) students and \$500 each for up to an additional five (5) students for the training more specifically described in Exhibit 1, attached to and made a part of this Agreement.

IV. PAYMENT

It is expressly agreed and understood that the maximum amount to be paid by the GOVERNMENT under this Agreement shall not exceed \$40,500. The GOVERNMENT shall make progress payments to the CONTRACTOR upon receipt of invoices. Final payment of 50% shall be made upon completion of all classes.

V. NOTICES

All notices hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by certified mail, postage prepaid, return receipt requested, to the parties at their respective addresses as first set out herein.

VI. ADMINISTRATIVE REQUIREMENTS

A. Federal Requirements

CONTRACTOR agrees that all allocation and use of funds under this agreement will be in accordance with the FFY 2012 Homeland Security Grant Program (HSGP) guidelines and Application Kit and must support the goals and objectives included in the State Homeland Security Strategy and Urban Area Homeland Security Strategies. Grant funding must also support the investments identified in the Investment Justifications which were submitted by the Kentucky Office of Homeland Security as part of the FY 2012 HSGP application.

CONTRACTOR agrees that federal funds provided under this agreement will be used to supplement, not supplant, state or local funds for homeland security preparedness.

CONTRACTOR is prohibited from transferring funds between programs (State Homeland Security Program, Urban Areas Security Initiative, Law Enforcement Terrorism Prevention Program, citizens Corps Program, Emergency Management Performance Grant and Metropolitan Medical Response System).

CONTRACTOR agrees that all publications created with funding under this agreement shall prominently contain the following statement: "This Document was prepared under a grant from the Kentucky Office of Homeland Security (KOHS), the Office of Grants and Training, U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of KOHS or the Office of Grants and Training or the U.S. Department of Homeland Security." Additionally, any publications created with funding under this agreement shall bear on it the logos of the Kentucky Office of Homeland Security and U.S. Department of Homeland Security.

CONTRACTOR agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security and the Kentucky Office of Homeland Security." Additionally, any equipment purchased with funding under this agreement shall bear on it the logos of the Kentucky Office of Homeland Security and U.S. Department of Homeland Security.

CONTRACTOR 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 project.

CONTRACTOR acknowledges that the Kentucky Office of Homeland Security, Office of Grants and Training reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (1) the copyright in any work developed under an award or subaward; and (2) any rights of copyright to which a recipient or subrecipient purchases ownership with Federal support. CONTRACTOR agrees to consult with Kentucky Office of Homeland Security and Office of Grants and Training regarding the allocation of any patent rights that arise from, or are purchased with this funding.

C. Documentation and Record-Keeping

1. Records to be Maintained

The CONTRACTOR shall maintain all records required by the federal regulations specified in the Office of Grants Operation (OGO) Financial Guide, OMB Circulars, and the Terms and Conditions of the Grant Award.

2. Retention

In accordance with regulations, the CONTRACTOR shall retain all records pertinent to expenditures incurred under this Agreement for a period of three (3) years after the termination of all activities funded under this Agreement. Records of non-expendable property acquired with funds under this Agreement shall be retained for three (3) years after final disposition of such property. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the three-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the three-year period, whichever occurs later.

3. Close-outs

The CONTRACTOR'S obligation to the GOVERNMENT shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the GOVERNMENT) and determining the custodianship of records.

4. Access to Records

CONTRACTOR certifies that it is in compliance with 200 KAR 5:314, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The CONTRACTOR agrees that the GOVERNMENT, the Office of the Governor, Kentucky Office of Homeland Security, the Kentucky Finance and Administration Cabinet, the auditor of public accounts, and the Legislative Research Commission which are directly pertinent to the agreement shall be subject to public disclosure regardless of the proprietary nature of the information, unless specific information is identified and exempted and agreed to by the Secretary of the Finance and Administration Cabinet as meeting the provisions of KRS 61.878(1) (c) prior to the execution of the agreement. The Secretary of the Finance and Administration Cabinet shall not restrict the public release of any information which would otherwise be subject to public release if a state government agency was providing the services.

D. Confidentiality

CONTRACTOR 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 CONTRACTOR in the administration of this contract.

VII. **PERSONNEL AND PARTICIPANT CONDITIONS**

A. Compliance

The CONTRACTOR agrees that no person shall be denied benefits of, or otherwise be subjected to discrimination in connection with the CONTRACTOR'S performance under this agreement, on the grounds of race, religion, color, national origin, sex or handicap. Accordingly and to the extent applicable, CONTRACTOR agrees to comply with the following:

Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.); Executive Order 11246 and Department of Labor regulations issued there under (41 CFR Part 60); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); The Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.).

The CONTRACTOR agrees that no person shall on the ground of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded

B. Nondiscrimination

The CONTRACTOR is required to take reasonable steps to ensure persons of limited English proficiency have meaningful access to language assistance services regarding the development of proposals and budgets and conducting grant funded activities.

The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, 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, 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 provision of this non-discrimination clause.

The CONTRACTOR will, in all solicitation or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, age or disability.

The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice 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 GOVERNMENT, state agency, or federal administering agency may direct as a means of enforcing such provision, including sanctions for noncompliance.

The CONTRACTOR shall comply with all provisions of Presidential 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 Presidential Executive Order no. 11246 of September 24, 1965, as amended, and by the rules, Regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the GOVERNMENT, the state agency, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Presidential Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.

The CONTRACTOR will include the provisions of paragraphs (1) through (7) of Section 202 of Presidential 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 Presidential 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 GOVERNMENT, state agency, or administering federal agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the GOVERNMENT, state agency, or federal administering agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

C. Women and Minority Business Enterprises

The CONTRACTOR will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The CONTRACTOR may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

VIII. GENERAL CONDITIONS

A. The CONTRACTOR agrees to defend, indemnify, and hold harmless GOVERNMENT from any and all losses or claims of whatever kind, that are in any way incidental to, or connected with, or that arise or alleged to have arisen, directly or indirectly, in whole or in part, from the execution, performance, or breach of this agreement by CONTRACTOR, including any environmental problems, including, without limitation, soil and/or water contamination, and remedial investigations and feasibility studies thereof, which exist at or prior to the agreement commencement date, regardless of when such losses or claims are made or incurred. This indemnity agreement shall in no way be limited by any financial responsibility, or loss control requirements below, and shall survive the termination of this agreement;

For the purposes of this Indemnity Provision:

1. The word "defend" includes, but is not limited to, investigating, handling, responding to, resisting, providing a defense for, and defending claims, at CONTRACTOR'S expense, using attorneys approved in writing by GOVERNMENT, which approval shall not be unreasonably withheld.
2. The word "claims" includes, but is not limited to, claims, demands, liens, suits, notices of violation from Governmental agencies, and other causes of action of whatever kind.
3. The word "losses" includes, but is not limited to: attorney fees and expenses; costs of litigation; court or administrative costs; judgments; fines; penalties; interest; all environmental cleanups and remediation costs of whatever kind; and any liability arising from death, injury, or damage of any kind, to any person, including employees and agents of CONTRACTOR and GOVERNMENT, and damage to, or destruction of, any property, including the property of GOVERNMENT.

B. The CONTRACTOR shall provide Workers' Compensation insurance coverage for all its employees involved in the performance of this Agreement.

C. This Agreement, or any part hereof, may be amended from time to time hereafter only in writing executed by the GOVERNMENT and the CONTRACTOR.

D. This Agreement, in accordance with 28 CFR 66.43 can be terminated if CONTRACTOR fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 28 CFR 66.44 upon written notice by the GOVERNMENT.

E. GOVERNMENT and the CONTRACTOR each binds himself and his partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of the Agreement.

F. Campaign Finance

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 agreement, 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 agreement. The CONTRACTOR further swears under 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 an agreement to him/her or the company which he/she represents will not violate any provision of the campaign finance laws of the Commonwealth.

G. Drug Free Workplace

The CONTRACTOR agrees that it will comply with the provisions of the Drug-Free Workplace Act of 1998 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.) and maintain a drug-free workplace.

The Final Rule, Government-Wide Requirements for Drug-Free Workplace (Grants), issued by the United States Office of Management and Budget is incorporated herein by reference and the CONTRACTOR covenants and agrees to comply with all the provision thereof, including any amendments to the Final Rule that may hereafter be issued.

H. Assignability

The CONTRACTOR shall not assign or transfer any interest in this Agreement without the prior written consent of the GOVERNMENT thereto; provided, however, that claims for money due or to become due to the GOVERNMENT under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the GOVERNMENT.

I. Subcontracts

a. Approvals

The CONTRACTOR shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the GOVERNMENT prior to the execution of such agreement.

b. Monitoring

The CONTRACTOR will monitor all subcontracted services on a regular basis to assure compliance with this Agreement. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The CONTRACTOR shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The CONTRACTOR shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the GOVERNMENT along with documentation concerning the selection process.

e. Subcontract Provisions

CONTRACTOR shall obtain written certification from all its contractors and subcontractors that they are in compliance with Executive Order 12549 on Debarment and Suspension.

J. Hatch Act

The CONTRACTOR agrees to comply with the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328), as implemented by the United States Office of Personnel Management at 5 CFR Part

151, which limits political activity of employees or officer of State or local governments whose employment is connect to an activity financed in whole or part with Federal funds..

K. Conflict of Interest Laws and Principles

The CONTRACTOR certifies that he is legally entitled to enter into this contract agreement with the GOVERNMENT, and by holding and performing the terms and conditions of this agreement will not violate any conflict of interest statute, including but not limited to KRS 45A.330-45A.340, 45A990, KRS 164.390, and KRS 11A.040 of the Executive Branch code of ethics, relating to the employment of former public servants.

L. Lobbying

CONTRACTOR agrees that no state funds appropriated pursuant to this agreement shall be used to influence, either directly or indirectly, the introduction or modification of any federal or state legislation, or the outcomes of any federal, state or local election, referendum, or initiative.

CONTRACTOR understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Grants and Training.

The CONTRACTOR hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all CONTRACTORS shall certify and disclose accordingly; and
- d. Lobbying Certification - Paragraph d

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

M. Intellectual Properties

The CONTRACTOR agrees that any formulae, methodology, other reports and compilations of data provided by the GOVERNMENT or the state agency 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 GOVERNMENT or the state agency under the scope of services of this agreement shall be the exclusive property of the GOVERNMENT or the state agency, as applicable. Any use of this material for purposes other than those specifically outlined and authorized by the 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.

However, the course materials, software, curricula, and training manuals, etc. are the intellectual property of Texas A&M Engineering Extension Services (CONTRACTOR). Any use other than those set forth in this agreement is strictly prohibited.

N. Copyright

If this Agreement results in any copyrightable material or inventions, the GOVERNMENT and/or state agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

O. Violation of Tax and Employment Laws

KRS 45A.485 requires the CONTRACTOR to reveal to the Office of the Governor, Kentucky Office of Homeland Security, prior to the award of a contract, any final determination of a violation by the CONTRACTOR within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to the state sales and use tax, corporate and utility tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively.

To comply with the provisions of KRS 45A.485, the CONTRACTOR shall report any such final determinations(s) of violations(s) to the state agency by providing the following information regarding the final determinations(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 shall be in continuous compliance with the provisions of those statutes which apply to the CONTRACTOR'S operations, and that the CONTRACTOR'S failure to reveal a final determination as described above or failure to comply with the above statutes for the duration of the contract, shall be grounds for cancellation of the contract and the CONTRACTOR'S disqualification from eligibility for future state contracts for a period of two years.

The CONTRACTOR certifies that it has not violated any of the provisions of the above statutes within the previous five (5) year period.

P. Environmental Standards

CONTRACTOR agrees that its performance under this contract shall comply with: the requirements of Section 114 of the Clean Air Act (42 U.S.C. 7414) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1318), that relate generally to inspection, monitoring, entry reports and information, and with all regulations and guidelines issued there under; the Resources Conservation and Recovery Act (RCRA); the Comprehensive Environmental Response, Compensation and Liabilities Act (CERCLA); the National Environmental Policy Act (NEPA); and any applicable Federal, State, or Local environmental regulation.

CONTRACTOR shall insure that no facility used in its performance under this contract is listed on the Environmental Protection Agency (EPA) list of violating facilities pursuant to 40 CFR Part 15 without the concurrence of the GOVERNMENT. The CONTRACTOR shall notify the GOVERNMENT of the receipt of any communication from EPA indicating that a facility to be or being used in its performance under this Agreement is under consideration for listing on the EPA list of violating facilities.

CONTRACTOR shall provide such information as may be requested by Kentucky Office of Homeland Security to ensure compliance with any applicable environmental laws and regulations. CONTRACTOR shall not undertake any construction project without the approval of GOVERNMENT, Kentucky Office of Homeland Security, or the U.S. Department of Homeland Security, as required by the grant guidance.

Q. Buy American Act

The CONTRACTOR agrees that it will not expend any funds appropriated by Congress without complying with The Buy American Act (41 U.S.C.10). The Buy American Act gives preference to domestic end products and domestic construction materials. In addition, the Memorandum of Understanding between the United States of America and the European Economic Community on Government Procurement, and the North

American Free Trade Agreement (NAFTA), provide the EC and NAFTA end products and construction materials are exempted from application of The Buy American Act.

R. Suspension and Debarment

The CONTRACTOR certifies, in accordance with Executive Order 12549 (Debarment and Suspension February 18, 1986) that to the best of its knowledge and belief, that it, its principals, and its subcontractors:

Are 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. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them 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. Are 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. Have 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.

IN WITNESS WHEREOF, the parties executed this Agreement the day, month, and year above written.

LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT

Jim Gray, Mayor

ATTEST:

Clerk of Urban County Council

TEXAS A&M ENGINEERING EXTENSION SERVICE

Signature of Authorized Official

Printed Name

Title