

Lexington-Fayette Urban County Government

*200 E. Main St
Lexington, KY 40507*



Docket

Tuesday, December 3, 2024

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 [1218-24](#) Table of Motions: Council Work Session, November 19, 2024

Attachments: [TOM 111924](#)

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

[1209-24](#)

Accepting and approving the following bids and establishing price contracts for the following Depts. or Divs. as to the specifications and amount set forth in the terms of the respective bids:

(a) Division of Fleet Services - Bulk Fuel - 159-2024 - James River Solutions LLC;

(b) Division of Fleet Services - Heavy Duty Auto Parts Supplemental - 156-2024 - Martin's Peterbilt of Central Kentucky; and,

(c) Division of Fleet Services - Auto & Truck Parts Supplemental - 155-2024 - Martin's Peterbilt of Central Kentucky.

Attachments: [159-2024 James River Solutions, LLC.pdf](#)

[155-2024 Martin's Peterbilt of Central KY.pdf](#)

[156-2024 Martin's Peterbilt of Central KY.pdf](#)

X. Continuing Business/ Presentations

- a [1220-24](#) A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Agreements related to Neighborhood Development Funds with Grin Grant, Inc. (\$2,500); Sister and Supporters Working Against Gun Violence, Inc. (\$2,500); Bluegrass Families First, Inc. (\$1,000); African American Arts Association Inc. (\$1,650); Community Inspired Lexington, Inc.

(\$1,350); Share Ky., Inc. (\$1,000); Lexington Fire Dept. (\$3,000); Lexington Housing for the Handicapped, Inc. (\$1,000); Natalie's Sisters, Inc. (\$300); Friends of the Lexington Senior Center, Inc. (\$500); the Nest- Center for Women, Children and Families (\$200); Bates Creek High School PTSA, Inc. (\$2,850.00); Belleau Wood Neighborhood Association, Inc. (\$8,674); Ky. Society, Sons of the American Revolution, Inc. (\$1,700); Uniting Voices, Inc. (\$675); Lexington Ballet Co., Inc. (\$800); and Institute 193 Incorporated (\$2,500), for the Office of the Urban County Council, at a cost not to exceed the sum stated. [Council Office, Hall]

Attachments: [NDF List 12.3.24 \(1\)](#)

[RESO 1220-24 NDF List 12-3-2024 4909-4770-2785 v.1.docx](#)

[R-609-2024](#)

[Contract #359-2024 -SHARE](#)

[Contract #359-2024 -LexHousing for the Handicapped](#)

[Contract #359-2024 - Bluegrass Families](#)

[Contract #359-2024 -Grin Grant](#)

[Contract #359-2024 - Community Inspired](#)

[Contract #359-2024 - KY Sons of the America Revolution](#)

[Contract #359-2024 - Bates Creek](#)

[Contract #359-2024 - Sisters andSupporters](#)

[Contract #359-2024 - Belleua Wood](#)

[Contract #359-2024 -Lex Ballet](#)

[Contract #359-2024 - Natalies Sisters](#)

[Contract #359-2024 -The Nest](#)

[Contract #359-2024 - Friends of the Lexington Senior Center](#)

b **1223-24**

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Agreements related to Council Capital Project expenditure funds with LexArts, Inc. (\$55,000.00); Community Action Council for Lexington-Fayette, Bourbon, Harrison, and Nicholas Counties, Inc. (\$5,000.00); LexArts, Inc. (\$75,000.00); LFUCG Div. of Parks and Recreation (\$16,670.12); LFUCG Div. of Environmental Quality and Public Works (\$41,775.54); LFUCG Div. of Parks and Recreation (\$22,817.80); LFUCG Div. of Traffic Engineering (\$20,000.00); LFUCG Div. of Environmental Services (\$40,000.00); LFUCG Div. of Aging and Disability Services (\$4,200.00); LFUCG Corridors Commission (\$196.00); LFUCG Div. of Parks and Recreation (\$20,735.78); Meadowthorpe Neighborhood Association, Inc. (\$1,800.00); LFUCG Div. of Traffic Engineering (\$2,150.85); LFUCG Div. of Traffic Engineering (\$15,238.09); LFUCG Council Office (\$1,000.00); LFUCG Div. of Government Communications

(\$32,676.00); the Lyric Theatre and Cultural Arts Center Corporation (\$25,000.00); Ashland Neighborhood Association, Inc. (\$1,274.13); LFUCG Div. of Traffic Engineering (\$18,725.00); LFUCG Div. of Parks and Recreation (\$30,000.00); Operation Making a Change Incorporated (\$6,000.00); Henry Clay Memorial Foundation (\$10,000.00); LFUCG Fire Dept. (\$1,500.00); LFUCG Div. of Parks and Recreation (\$65,000.00); LFUCG Div. of Traffic Engineering (\$65,000.00); St. Martin's Village Neighborhood Association, Inc. (\$5,000.00); LFUCG Dept. of Environmental Quality and Public Works (\$57,500.00); and the Living Arts and Science Center, Inc. (\$9,525.00), Lexington Leadership Foundation (\$50,000.00), and LFUCG Div. of Parks and Recreation (\$5,000.00), for the Office of the Urban County Council, at a cost not to exceed the sum stated. [Council Office, Hall]

Attachments: [Capital List 12.3.24 \(1\)](#)

[Reso 1223-24 Council Capital \(12-3-24\) 4906-0540-9025 v.1.docx](#)

[R-640-2024](#)

[Contract #360-2024](#)

[Contract #360-2024 - LexArts](#)

[Contract #360-2024 - Henry Clay](#)

[Contract #360-2024 -Lexington Leadership Foundation](#)

[Contract #360-2024 -Lyric Theatre](#)

[Contract #360-2024 -Ashland Neighborhood Association](#)

[Contract #360-2024 - St. Martin's Ave](#)

[Contract #360-2024 -Community Action Council](#)

[Contract #360-2024 - Operation Making a Change](#)

- c [1219-24](#) Summary: Environmental Quality and Public Works Committee, October 22, 2024

Attachments: [eqpw_2024-10-22](#)

XI. Council Reports

XII. Public Comment - Issues Not on Agenda

XIII. Adjournment

Administrative Synopsis - New Business Items

- a [1146-24](#) A Resolution authorizing the Div. of Fire and Emergency Services to purchase replacement cardiac monitors from Zoll, a sole source provider, and authorizing the Mayor, on behalf of the Urban County Government, to execute any necessary Agreement with Zoll, related

to the procurement at a cost not to exceed \$182,062. [Div. of Fire and Emergency Services, Wells]

Attachments: [Zoll Cardiac Monitor sole source Blue Sheet 112024](#)
[ZOLL sole source justification 11112024](#)
[ZOLL quote 112024](#)
[1146-24 zoll 4934-7998-4128 v.1.docx](#)
[R-612-2024](#)

- b** **1147-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement with Center for Patient Safety, for protections under the Patient Safety Act at a cost not to exceed \$1,800. [Div. of Fire and Emergency Services, Wells]

Attachments: [Center for Patient Safety Blue Sheet 112024](#)
[Center for Patient Safety Agreement 112024.docx](#)
[1147-24 patient safety 4914-8578-8928 v.1.doc](#)
[R-613-2024](#)

- c** **1148-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Memorandum of Understanding with Saint Joseph Health Systems Inc., for support for the Community Paramedicine Program. [Div. of Fire and Emergency Services, Wells]

Attachments: [Blue Sheet St Joe MOU assisting Paramedicine Program November 2024](#)
[Blue Sheet St Joe MOU assisting Paramedicine Program November 2024.doc](#)
[1148-24 st joseph 4924-8049-5104 v.1.doc](#)
[R-614-2024](#)
[Contract #361-2024](#)

- d** **1158-24** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a fee neutral multi-year Letter Agreement and any other necessary related Agreements with JP Morgan Chase Bank, N.A., extending the period to provide general banking services. [Dept. of Finance, Hensley]

Attachments: [Memo JPMorgan Banking Svcs Ltr Agreement Extension](#)
[JPMC LFUCG 2025 Banking Svcs Ltr Agreement](#)
[RESO 1158-24- Letter agreement with JP Morgan 4911-6778-4704 v.1.doc](#)
[R-615-2024](#)
[Contract #343-2024](#)

- e** **1159-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement with Charter Communications d/b/a Spectrum to support an award from Ky.'s

Better Internet Grant Program with local match funds for the provision of fiber optic broadband internet services to households in Fayette County, to execute any related documents, and further authorizing payment in an amount not to exceed \$10,000. [Div. of Computer Services, Stewart]

Attachments: [Bluesheet Memo SpectrumGrant2](#)
[Fayette - State BB Contribution Agreement - Round 2](#)
[RFP #9-2022 Central Kentucky Counties Regional Broadband Infrastructure & FAYETTE Spectrum Fayette County Kentucky Better Internet Program Exhibit](#)
[RESO 1159-24 \(Broadband Project Grant\) 4867-0228-4025 v.1.docx](#)
[R-616-2024](#)
[Contract #362-2024](#)

- f** **1168-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 1 (final) to the Agreement with Delmae LLC, for services related to the Pebble Creek Bank Stabilization Project, for the Div. of Water Quality, increasing the Contract by the sum of \$40,856.25, from \$83,300.00 to \$124,156.25. [Div. of Water Quality, Martin]

Attachments: [Bluesheet Memo - Pebble Creek CO #1](#)
[Contract Modification](#)
[Map](#)
[Change Order Contract](#)
[RESO 1168-24- Change Order #1 \(final\) to the Pebble Creek Bank Stabilization](#)
[R-617-2024](#)
[Contract #153-2024-Change Order](#)

- g** **1169-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute the second renewal of the Contract with Hazen and Sawyer, P.S.C., for Sanitary Sewer Remedial Measures Program Management Consulting Services, for the Div. of Water Quality, at a cost not to exceed \$900,000. [Div. of Water Quality, Martin]

Attachments: [Blue Sheet Memo](#)
[Hourly Rates](#)
[RESO 1169-24 Second Renewal of Hazen and Sawyer Management Services](#)
[R-618-2024](#)

- h** **1170-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 1 to the Stormwater Quality Projects Incentive Grant Agreement with Bluegrass Greensource, Inc., canceling a Stormwater Quality Project, decreasing the Contract by the sum of \$202,202.60, from

\$202,202.60 to \$0.00. [Div. of Water Quality, Martin]

Attachments: [Blue Sheet Memo](#)
[Change Order contract](#)
[FY2018 Bluegrass Greensource - Council Map](#)
[RESO 1170-24 Change Order Bluegrass Greensource, Inc. 4911-0008-9856](#)
[R-619-2024](#)
[Contract #001-2018](#)

- i **1171-24** A Resolution accepting the dedication of private sanitary sewer easements, located across 3050 Helmsdale Place, to the public, and further accepting \$15,000 from the property owner for anticipated future repairs associated with the sewer lines dedicated herein. [Div. of Water Quality, Martin]

Attachments: [Blue Sheet Memo 0001](#)
[Helmsdale Sewer](#)
[RESO 1171-24 3050 Helmsdale Place Sanitary Sewer Transfer 4907-0975-4](#)
[R-620-2024](#)

- j **1179-24** A Resolution authorizing the Div. of Water Quality, on behalf of the Urban County Government, to purchase a Huber Technology replacement wash press for the Town Branch Waste Water Treatment Plant, from Pelton Environmental Products, Inc., a sole source provider, at a cost estimated not to exceed \$68,013. [Div. of Water Quality, Martin]

Attachments: [Blue Sheet Memo](#)
[Quote](#)
[Sole Source](#)
[RESO 1179-24 Town Branch WWTP Huber Wash Press Replacement 4923-](#)
[R-621-2024](#)

- k **1180-24** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to officially name and designate the recently acquired park property located at 2490 Paris Pike as the "William Floyd Park." [Div. of Parks and Recreation, Conrad]

Attachments: [Naming of William Floyd Park Memo Signed](#)
[Estate of Morris B Floyd - 2490 Paris Pike \(4\)](#)
[RESO 1180-24 Naming William Floyd Park 4857-8270-7710 v.1.docx](#)
[R-622-2024](#)

- l **1187-24** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute the 2025 General Term Orders for the Fayette County Sheriff, establishing the number of deputies and assistants allowed to the sheriff and their respective compensation,

subject to the limits for each category as specified in the general term orders and the requirements established by law. [Dept. of Finance, Hensley]

Attachments: [Memo CY2025 GTO Fayette Co Sheriff](#)
[CY2025 GTO Fayette Co Sheriff](#)
[RESO 1187-24 General Term Orders \(CY2025\) Fayette County Sheriff 4931-](#)
[R-623-2024](#)
[Contract #351-2024](#)

m **1191-24**

A Resolution authorizing and directing the Mayor, on behalf of the Lexington-Fayette Urban County Government, to execute an Agreement with the Ky. Transportation Cabinet (KYTC) for the acceptance of Federal funds, which Grant funds are in the amount of \$1,200,000 for the design of Phase III of the Newtown Pike Extension Project, the acceptance of which obligates the Urban County Government to the expenditure of \$300,000 as a local match, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Engineering, Burton]

Attachments: [25- Blue Sheet Memo Newtown Pike Ext III](#)
[MOA - Newtown Pike Ext. Phase III - Unsigned](#)
[BA 13403](#)
[Concept Map](#)
[RESO 1191-24- Phase 3 Newtown Pike extension project grant reso 4919-37](#)
[R-624-2024](#)
[Contract #353-2024](#)

n **1192-24**

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute Amendment No. 17 to the Contract with Stantec Consulting Services, Inc. (formerly known as Entran, PLC, formerly known as American Consulting Engineers, PLC) for professional services for the Newtown Pike Extension Project, increasing the Contract price by the sum of \$1,469,422.00, from \$10,614,807.39 to \$12,084,229.39. [Div. of Engineering, Burton]

Attachments: [25- Blue Sheet Memo NPE Phase III CM No. 17](#)
[BA 13403](#)
[NPE Phase III CM No. 17 \(Signed\)](#)
[Stantec COI](#)
[Resolution 315-2015](#)
[RESO 1192-24- Contract mod 17 with Stantec 4904-4231-8850 v.1.doc](#)
[R-625-2024](#)

o **1193-24**

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute and submit a Grant

Application to the U.S. Dept. of Homeland Security, to provide any additional information requested in connection with this Grant Application, and to accept this Grant if awarded, which Grant funds are in the amount of \$600,000 in Federal funds under the FEMA 2024 Assistance to Firefighters Grant Program, to acquire a boat or brush trucks, the acceptance of which obligates the Urban County Government to the expenditure of \$60,000 as a local match, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Fire and Emergency Management, Wells]

Attachments: [AFG Vehicle Grant Blue Sheet Memo 112024](#)
[1193-24 fema grant 4905-1843-6865 v.1.docx](#)
[R-626-2024](#)

- p** **1194-24** A Resolution authorizing and directing the Mayor on behalf of the Urban County Government, to execute a Second Amendment to the Garden Meadows Homeowners Association Neighborhood Action Match Agreement to extend the period of performance to June 30, 2025, at no additional expense to the Urban County Government. [Div. of Grants and Special Programs, Reynolds]

Attachments: [25-Blue Sheet Memo Garden Meadows HOA Extension #2](#)
[NAMP Amendment No. 2 - Garden Meadows HOA - Unsigned](#)
[Baker Cemetery Fence Signed Contract Email from Tom](#)
[RE Garden Meadows Homeowner's Association, INC. - NAMP Grant Reimbursement](#)
[RESO 1194-24 4934-0663-6802 v.1.docx](#)
[R-627-2024](#)
[Contract #363-2024](#)

- q** **1195-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Contract Modification No. 4 to the Agreement with Gresham Smith for expanded services on the Phase III Archaeological Data Recovery in the Legacy Business Park Project, at a cost not to exceed \$341,201. [Mayor's Office, Bencz]

Attachments: [bluesheet memo - Legacy Business Park Change Order 4 20241118](#)
[Change Order - Legacy4](#)
[LBP_Project_Change_Notice5](#)
[RESO 1195-24 \(Gresham Smith Contract Mod. No. 4\) 4913-4364-1344 v.1.docx](#)
[R-628-2024](#)
[Contract #043-2023 -Change Order](#)

- r** **1196-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Volunteer Income Tax

Assistance/Tax Counseling for the Elderly (VITA/TCE) Partner Sponsor Agreement and any related documents, for the provision of the 2025 VITA/TCE Tax Preparation Assistance Programs at the Charles Young Center, at no cost to the Urban County Government. [Dept. of Social Services, Allen-Bryant]

Attachments: [1196-24 Bluesheet Memo IRS VITA Tax Program Agreement 2025](#)
[IRS VITA Partner Sponsor Agreement 2025 f13533](#)
[IRS VITA Volunteer Site Information Sheet 2025 f13715](#)
[RESO 1196-24 VITA Tax 4936-6421-3249 v.1.docx](#)
[R-629-2024](#)
[Contract #340-2024](#)

- s** **1197-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Memorandum of Agreement with NAMI Lexington (KY), Inc., and any other documents related to the purchase of property located at 865-869 Sparta Court, the final form of which shall be subject to the approval of the Dept. of Law, at a cost not to exceed \$141,211. [Dept. of Housing Advocacy and Community Development, Lanter]

Attachments: [NAMI MOA Sparta Ct bluesheet](#)
[MOA with NAMI Fund Balance](#)
[NAMI Fund Balance Deed Restrictions](#)
[RESO 1197-24 NAMI MOA and Deed Rest. 4916-0932-6849 v.1.docx](#)
[R-630-2024](#)
[Contract #372-2024](#)

- t** **1198-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Revised Agreement with Saint Joseph Health System, for use of the emergency room for the Sexual Assault Nurse Examiner at a cost not to exceed \$3,000. [Div. of Police, Weathers]

Attachments: [25- Blue Sheet St Joe Health Agreement](#)
[SJHS and LFUCG - SANE Services Agreement \(99577039v1\)-c](#)
[Resolution 423-2024](#)
[1198-24 st joseph sane nurse 4912-4959-8208 v.1.doc](#)
[R-631-2024](#)
[Contract #354-2024](#)

- u** **1203-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute amendments to Subrecipient Agreements with Northern Ky. Legal Aid Society, Inc., dba Legal Aid of the Bluegrass, and Office of Ky. Legal Services Programs, Inc., dba Ky. Equal Justice Center, for the provision of housing

stability services, extending the period of performance through June 30, 2025. [Dept. of Housing Advocacy and Community Development, Lanter]

Attachments: [Bluesheet ERA2 Housing Stability Services Extension](#)
[First Amendment to Subrecipient Agreement \(KEJC\) 4874-1531-2124 v.2](#)
[First Amendment to Subrecipient Agreement \(Legal Aid\) 4855-8489-2156 v.1](#)
[RESO 1203-24 Legal Aid KEJC Extensions 4909-8548-7360 v.1.docx](#)
[R-632-2024](#)
[Contract #366-2024](#)

- v** **1204-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Agreements with Northern Ky. Legal Aid Society, Inc., dba Legal Aid of the Bluegrass, and Office of Ky. Legal Services Programs, Inc., dba Ky. Equal Justice Center, for the provision of Housing Stability Services through the Housing Stabilization Program for tenants facing potential eviction, at a cost not to exceed \$500,000, contingent upon approval of the necessary Budget amendments. [Dept. of Housing Advocacy and Community Development, Lanter]

Attachments: [Bluesheet FundBalance Housing Stability Services 11.22.24](#)
[PSA \(Legal Aid\) 4870-0688-4087 v.1](#)
[PSA \(KEJC\) 4869-4016-8439 v.1](#)
[RESO 1204-24 \(Legal Aid KEJC agreements\) 4936-0640-4609 v.1.docx](#)
[R-633-2024](#)
[Contract #367-2024](#)

- w** **1205-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement with the University of Ky., College of Medicine, Dept. of Toxicology and Cancer Biology, to create an Internship Program relating to Forensic Science and Biology. [Div. of Police, Weathers]

Attachments: [Cover Memo - UK Education Agreement.pdf](#)
[University of Kentucky - Education Agreement.pdf](#)
[1205-24 uk 4920-6439-8850 v.1.doc](#)
[R-634-2024](#)
[Contract #349-2024](#)

- x** **1206-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to accept the additional funds awarded by the Ky. Office of Homeland Security (KOHS) from the FY2024 DHS/FEMA Grant Program in the amount of \$490.50, the acceptance of which does not obligate the Urban County Government to the expenditure of funds, and lastly, authorizing the

Mayor to transfer unencumbered funds within the Grant Budget.
[Div. of Fire and Emergency Management, Wells]

Attachments: [25-Blue Sheet Memo Fire KOHS Award](#)
[BA 13418](#)
[BA 13419](#)
[Lexington Fire Department 24-016 Award Letter](#)
[LFUCG -Fire Department 24-015 Award Letter](#)
[Resolution 135-2024](#)
[RESO 1206-24 4900-1318-2466 v.1.docx](#)
[R-635-2024](#)

y **1207-24** A Resolution authorizing the Div. of Police to purchase a Cellebrite Inseyets Pro Software upgrade with three (3) license renewals from Cellebrite Inc., a sole source provider, and authorizing the Mayor, on behalf of the Urban County Government, to execute any necessary Agreement with Cellebrite Inc., related to the procurement, at a cost not to exceed \$29,660.92. [Div. of Police, Weathers]

Attachments: [Cover Memo - Cellebrite Inc. - Software License & Sole Source Certification.](#)
[Cellebrite Renewal 2025 - Plus NCFI License - Q-424130.pdf](#)
[2025 Cellebrite Inseyets SOLE SOURCE CERTIFICATION.pdf](#)
[RESO 1207-24 Police Cellebrite Renewal 4909-3002-7520 v.1.docx](#)
[R-636-2024](#)
[Contract #341-2024](#)

z **1208-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement with the Robert H. Williams Cultural Center in order to provide \$170,000 for a feasibility study and capital facility improvements. [Dept. of General Services, Ford]

Attachments: [Blue Sheet Memo - RH Williams Center MOA.docx](#)
[MOA RH Williams Cultural Center.pdf](#)
[Presentation RHWCC Community.pdf](#)
[RESO 1208-24 MOA Robert H. Williams Cultural Center 4934-2519-5264 v.1.](#)
[R-608-2024](#)
[Contract #347-2024](#)

aa **1211-24** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute the First Amendment to the Contract for Services with the Ky. Association for Environmental Education (KAEE), Contract No. 199-2024, for Education and Career Development related to sanitary sewers and sustainability, increasing the Contract amount by \$131,000.00, and raising the

total Contract amount to \$648,636.27 per year. [Div. of Environmental Services, Carey]

Attachments: [bluesheet memo KAAE Contract Amendment 1](#)
[First Amendment to Contract for Services w Exhibit 1](#)
[RESO 1211-24 Amendment #1 Contract for Services KAAE 4928-1164-8000 R-637-2024](#)

bb **1212-24**

An Ordinance amending the civil service authorized strength by creating one (1) classified position of Engineering Technician Principal, Grade 519N, in the Div. of Water Quality, and creating one (1) classified position of Program Manager Sr., Grade 525E, in the Div. of Environmental Services, all effective July 1, 2024. [Div. of Human Resources, George]

Attachments: [Bluesheet Memo 25-0001e](#)
[From to 25.0001e](#)
[ORD 1212-24 Create Engineering Tech Principal and Program Manager Sr 48 O-141-2024](#)

cc **1213-24**

An Ordinance amending the civil service authorized strength by abolishing one (1) classified position of Planner, Grade 519N, and creating one (1) classified position of Digital Content Administrator, Grade 521E, all in the Div. of Planning, effective upon passage of Council. [Div. of Human Resources, George]

Attachments: [Bluesheet Memo 25-0026](#)
[From to 25-0026](#)
[HR Fiscal Impact- 25-0026](#)
[ORD 1213-24 Create Content Administrator Abolish Creator 4924-3695-8208 O-142-2024](#)

dd **1214-24**

An Ordinance amending the civil service authorized strength by creating one (1) classified position of Project Manager, Grade 520N, in the Dept. of Environmental Services, effective upon passage of Council. [Div. of Human Resources, George]

Attachments: [Bluesheet Memo 25-0029](#)
[From to 25-0029](#)
[HR Fiscal Impact- 25-0029](#)
[ORD 1214-24 Create Program Manager 4919-2721-8944 v.1.docx](#)
[O-143-2024](#)

ee **1215-24**

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute the Purchase of Service Agreement with New Life Day Center, Inc., to replace and supersede the PSA approved pursuant to R-649-2022, for Litter Pickup with Panhandler

Participation, for the Div. of Environmental Services, at a cost not to exceed \$150,000 per year. [Div. of Environmental Services, Carey]

Attachments: [bluesheet memo New Life Day Center new PSA](#)
[PSA - LFUCG New Life 2024 final signed](#)
[RESO 1215-24 New Life Litter Pickup Service 4898-7570-0736 v.1.docx](#)
[R-638-2024](#)
[Contract #344-2024](#)

ff **1216-24**

An Ordinance amending the civil service authorized strength by abolishing one (1) classified position of Vehicle and Equipment Technician, Grade 517N, in the Div. of Facilities and Fleet Management, effective upon passage of Council. [Div. of Human Resources, George]

Attachments: [Bluesheet Memo 25-0031](#)
[From to 25.0031](#)
[ORD 1216-24 Abolish Vehicle and Equipment Technician 4901-9300-5568 v.'](#)
[O-144-2024](#)

gg **1217-24**

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Memorandum of Understanding with Instant Signs to protect the three Lexington Welcome Signs, the surrounding landscaping, and electrical components during the installation and removal of the 250 Lex Signs. [Div. of Environmental Services, Carey]

Attachments: [bluesheet memo Instant Signs 250 Lex Signs on Welcome Signs](#)
[MOU Instant Signs 4864-3371-9290 v.2](#)
[RESO 1217-24 Protect Lex Welcome Signs 4913-0176-4096 v.1.docx](#)
[R-639-2024](#)
[Contract #342-2024](#)



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 1218-24

File ID: 1218-24

Type: Summary

Status: Approved

Version: 1

Contract #:

In Control: Urban County
Council

File Created: 11/23/2024

File Name: Table of Motions: Council Work Session, November
19, 2024

Final Action: 12/03/2024

Title: Table of Motions: Council Work Session, November 19, 2024

Notes:

Sponsors:

Enactment Date:

Attachments: TOM 111924

Enactment Number:

Deed #:

Hearing Date:

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	12/03/2024	Approved				Pass

Text of Legislative File 1218-24

Title

Table of Motions: Council Work Session, November 19, 2024

**URBAN COUNTY COUNCIL
WORK SESSION
TABLE OF MOTIONS
November 19, 2024**

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

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

Motion by Ellinger II to approve the November 21, 2024 Council Meeting Docket, as amended. Seconded by Gray. Motion passed without dissent.

Motion by J. Brown to place on the docket for the November 21, 2024, Council Meeting an Ordinance changing the zone from a Single Family Residential (R-1E) zone, a Planned Neighborhood Residential (R-3) zone, and a Neighborhood Business (B-1) zone to a Corridor Node (CN) zone, for 2.13 net (2.80 gross) acres for properties located at 545-549, 553, and 563 South Limestone; 121-123, 127, 129, 131, and 133 Prall St.; and 118, 120, 124, 128, 134, 138, 140, 142, 146, 150 and 154 Montmullin St., without a public hearing. Seconded by Fogle. Motion failed 7 – 7 (Yes: J. Brown, Fogle, Lynch, Gray, F. Brown, Sevigny, Reynolds. No: Wu, Ellinger II, LeGris, Sheehan, Worley, Baxter, Plomin.)

Motion by Worley to remove from the November 21, 2024, Council Meeting docket, an Ordinance changing the zone from a Single Family Residential (R-1E) zone, a Planned Neighborhood Residential (R-3) zone, and a Neighborhood Business (B-1) zone to a Corridor Node (CN) zone, for 2.13 net (2.80 gross) acres for properties located at 545-549, 553, and 563 South Limestone; 121-123, 127, 129, 131, and 133 Prall St.; and 118, 120, 124, 128, 134, 138, 140, 142, 146, 150 and 154 Montmullin St. Seconded by Gray. Motion passed 11 – 3 (Yes: J. Brown, Ellinger II, Fogle, Lynch, Sheehan, Gray, Worley, F. Brown, Sevigny, Reynolds, Plomin. No: Wu, LeGris, Baxter.)

Motion by Fogle to place on the docket for the November 21, 2024, Council Meeting, an Ordinance changing the zone from a Neighborhood Business (B-1) zone to a Planned Neighborhood Residential (R-3) zone, for 0.075 net (0.095 gross) acre, for property located at 223 East Seventh St., without a public hearing. Seconded by Ellinger II. Motion passed without dissent.

- III. Approval of Summary

Motion by Baxter to approve the November 12, 2024, Work Session Summary. Seconded by Wu. Motion passed without dissent.

IV. Budget Amendments

V. Budget Adjustments – For Information Only

VI. New Business

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

VII. Communications from the Mayor- Appointments

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

VIII. Communications from the Mayor- Donations

Motion by Wu to approve Communications from the Mayor - Donations. Seconded by Reynolds. Motion passed without dissent.

IX. Communications from the Mayor- Procurements

X. Continuing Business/Presentations

Motion by Plomin to approve Neighborhood Development Funds. Seconded by Reynolds. Motion passed without dissent.

Motion by Fogle to approve Council Capital Projects. Seconded by Seigny. Motion passed without dissent.

Council Member J. Brown provided a summary of the September 24, 2024, Budget, Finance and Economic Development Committee Meeting.

XI. Council Reports

XII. Public Comment – Issues Not on Agenda

XIII. Adjournment

Motion by Lynch to adjourn at 4:33 p.m. Seconded by Baxter. Motion passed without dissent.



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 1209-24

File ID: 1209-24

Type: Communication
(Procurements)

Status: Approved

Version: 1

Contract #:

In Control: Central Purchasing

File Created: 11/22/2024

File Name: Mayor's Procurement Report 12-3-24

Final Action: 12/03/2024

Title:

Accepting and approving the following bids and establishing price contracts for the following Depts. or Divs. as to the specifications and amount set forth in the terms of the respective bids:

- (a) Division of Fleet Services - Bulk Fuel - 159-2024 - James River Solutions LLC;
- (b) Division of Fleet Services - Heavy Duty Auto Parts Supplemental - 156-2024 - Martin's Peterbilt of Central Kentucky; and,
- (c) Division of Fleet Services - Auto & Truck Parts Supplemental - 155-2024 - Martin's Peterbilt of Central Kentucky.

Notes:

Sponsors:

Enactment Date:

Attachments: 159-2024 James River Solutions, LLC.pdf, 155-2024
Martin's Peterbilt of Central KY.pdf, 156-2024
Martin's Peterbilt of Central KY.pdf

Enactment Number:

Deed #:

Hearing Date:

Drafter: Slatin

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council	12/03/2024	Approved				Pass

Text of Legislative File 1209-24

title

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LEXINGTON

Lexington-Fayette Urban County Government

Lexington, Kentucky
Horse Capital of the World

Division of Procurement

Date of Issue: 11/5/2024

INVITATION TO BID #159-2024 Bulk Fuel

Bid Opening Date: November 19, 2024

Bid Opening Time: 2:00 PM

Address: All bids must be submitted on line at <https://lexingtonky.ionwave.net/>

Type of Bid: Price Contract

Pre Bid Meeting: N/A

Pre Bid Time: N/A

Address: N/A

Sealed bids will ONLY be received online at <https://lexingtonky.ionwave.net/> until **2:00 PM**, prevailing local time on **11/19/2024**. Bids must be submitted/uploaded by the above-mentioned date and time.

Bids are to include all shipping, handling and associated fees to the point of delivery (unless otherwise specified in the bid documents below) located at: Lexington, KY

Check One: <input checked="" type="checkbox"/> Bid Specifications Met <input type="checkbox"/> Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i>	Proposed Delivery: _____ days after acceptance of bid.
Procurement Card Usage —The Lexington-Fayette Urban County Government may be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards? _____ Yes _____ No	

To expedite award, the forms in this document should be completed and uploaded with your bid.

Submitted by: James River Solutions, LLC

Firm Name

10487 Lakeridge Parkway Suite 100

Address

Ashland, Virginia 23005

City, State & Zip

Bid must be signed:


Signature of Authorized Company Representative – Title

Tracy Little

Representative's Name (Typed or printed)

804-358-9000

804-359-6307

Area Code - Phone – Extension

Fax #

msaunders@jrpenenergy.com

E-Mail Address

The Affidavit in this bid must be completed before your firm can be considered for award of this contract.

AFFIDAVIT

Comes the Affiant, James River Solutions, LLC, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is Tracy Little and he/she is the individual submitting the bid or is the authorized representative of James River Solutions, LLC the entity submitting the bid (hereinafter referred to as "Bidder")
2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Bidder has authorized the Division of Procurement to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5. Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.
6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."
7. Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

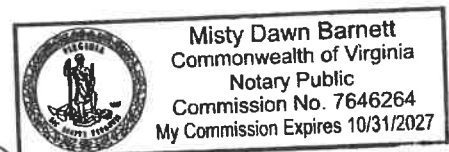
Further, Affiant sayeth naught. _____

STATE OF Virginia

COUNTY OF Hanover

The foregoing instrument was subscribed, sworn to and acknowledged before me
by Tracy Little on this the 18 day
of October, 2024

My Commission expires: 10/31/2027



Misty Dawn Barnett
NOTARY PUBLIC, STATE AT LARGE

Please refer to Section II. Bid Conditions, Item "U" prior to completing this form.

I. GREEN PROCUREMENT

A. ENERGY

The Lexington-Fayette Urban County Government is committed to protecting our environment and being fiscally responsible to our citizens.

The Lexington-Fayette Urban County Government mandates the use of Energy Star compliant products if they are available in the marketplace (go to www.Energystar.gov). If these products are available, but not submitted in your pricing, your bid will be rejected as non-compliant.

ENERGY STAR is a government program that offers businesses and consumers energy-efficient solutions, making it easy to save money while protecting the environment for future generations.

Key Benefits

These products use 25 to 50% less energy
Reduced energy costs without compromising quality or performance
Reduced air pollution because fewer fossil fuels are burned
Significant return on investment
Extended product life and decreased maintenance

B. GREEN SEAL CERTIFIED PRODUCTS

The Lexington-Fayette Urban County Government is also committed to using other environmentally friendly products that do not negatively impact our environment. Green Seal is a non-profit organization devoted to environmental standard setting, product certification, and public education.

Go to www.Greenseal.org to find available certified products. These products will have a reduced impact on the environment and on human health. The products to be used must be pre-approved by the LFUCG prior to commencement of any work in any LFUCG facility. If a Green Seal product is not available, the LFUCG must provide a signed waiver to use an alternate product. Please provide information on the Green Seal products being used with your bid response.

C. GREEN COMMUNITY

The Lexington-Fayette Urban County Government (LFUCG) serves as a principal, along with the University of Kentucky and Fayette County Public Schools, in the Bluegrass Partnership for a Green Community. The Purchasing Team component of the Partnership collaborates on economy of scale purchasing that promotes and enhances environmental initiatives. Specifically, when applicable, each principal is interested in obtaining best value products and/or services which promote environment initiatives via solicitations and awards from the other principals.

If your company is the successful bidder on this Invitation For Bid, do you agree to extend the same product/service pricing to the other principals of the Bluegrass Partnership for a Green Community (i.e. University of Kentucky and Fayette County Schools) if requested?

Yes X No

D. COOPERATIVE CONTRACT

If your company is the successful bidder on this Invitation For Bid, do you agree to extend the same product/service pricing to the other government entities if requested?

Yes X No

II. Bid Conditions

- A. No bid may be withdrawn for a period of sixty (60) days after the date and time set for opening.
- B. No bid may be altered after the date and time set for opening. In the case of obvious errors, the Division of Procurement may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Procurement.
- C. Acceptance of this proposal shall be enactment of an Ordinance by the Urban County Council.
- D. The bidder agrees that the Urban County Government reserves the right to reject any and all bids for either fiscal or technical reasons, and to award each part of the bid separately, all parts to one vendor or all parts to multiple vendors.
- E. Minor exceptions may not eliminate the bidder. The decision as to whether any exception is minor shall be entirely that of the head of the requisitioning Department or Division and the Director of the Division of Procurement. The Urban County Government may waive technicalities and informalities where such waiver would best serve the interests of the Urban County Government.
- F. Manufacturer's catalogue numbers, trade names, etc., where shown herein are for descriptive purposes and are to guide the bidder in interpreting the standard of quality, design, and performance desired, and shall not be construed to exclude proposals based on furnishing other types of materials and/or services. However, any substitution or departure proposed by the bidder must be clearly noted and described; otherwise, it will be assumed that the bidder intends to supply items specifically mentioned in this Invitation for Bids.
- G. The Urban County Government may require demonstrations of the materials proposed herein prior to acceptance of this proposal.
- H. Bids must be submitted on this form and must be signed by the bidder or his authorized representative. Unsigned bids will not be considered.
- I. Bids must be submitted prior to the date and time indicated for opening. Bids submitted after this time will not be considered.
- J. All bids mailed must be submitted in the Ion Wave online portal at <https://lexingtonky.ionwave.net/>
- K. Bidder is requested to show both unit prices and lot prices. In the event of error, the unit price shall prevail.
- L. A certified check or Bid Bond in the amount of XX percent of the bid price must be attached hereto. This check must be made payable to the Lexington-Fayette Urban County Government, and will be returned when the material and/or services specified herein have been delivered in accordance with specifications. In the event of failure to perform within the time period set forth in this bid, it is agreed the certified check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has been awarded.
- M. The delivery dates specified by bidder may be a factor in the determination of the successful bidder.
- N. Tabulations of bids received may be mailed to bidders. Bidders requesting tabulations must enclose a stamped, self-addressed envelope with the bid.
- O. The Lexington-Fayette Urban County Government is exempt from Kentucky Sales Tax and Federal Excise Tax on materials purchased from this bid invitation. Materials purchased by the bidder for construction projects are not tax exempt and are the sole responsibility of the bidder.
- P. All material furnished hereunder must be in full compliance with OSHA regulations.
- Q. If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected.
- R. Signature on the face of this bid by the Bidder or his authorized representative shall be construed as acceptance of and compliance with all terms and conditions contained herein.

- S. The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
- T. The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin;*
- (2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age or national origin;*
- (3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of the non-discrimination clauses required by this section; and*
- (4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses.*

The Act further provides:

KRS 45.610. Hiring minorities - Information required

- (1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetable.*
- (2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.*

KRS 45.620. Action against contractor - Hiring of minority contractor or subcontractor

- (1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.*
- (2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.*
- (3) The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.*

KRS 45.630 Termination of existing employee not required, when

Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that that employee was employed prior to the date of the contract.

KRS 45.640 Minimum skills

Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job.

It is recommended that all of the provisions above quoted to be included as special conditions in each contract. In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his work-force in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

- U. Any party, firm or individual submitting a proposal pursuant to this invitation must be in compliance with the requirements of the Lexington-Fayette Urban County Government regarding taxes and fees before they can be considered for award of this invitation and must maintain a "current" status with regard to those taxes and fees throughout the term of the contract. The contractor must be in compliance with Chapter 13 from the Code of Ordinances of the Lexington-Fayette Urban County Government. The contractor must be in compliance with Ordinance 35-2000 pursuant to contractor registration with the Division of Building Inspection. If applicable, said business must have a Fayette County business license.

Pursuant to KRS 45A.343 and KRS 45A.345, the contractor shall

- (1) Reveal any final determination of a violation by the contractor within the previous five year period pursuant to KRS Chapters 136 (corporation and utility taxes), 139 (sales and use taxes), 141 (income taxes), 337 (wages and hours), 338 (occupational safety and health of employees), 341 (unemployment and compensation) and 342 (labor and human rights) that apply to the contractor; and*
- (2) Be in continuous compliance with the above-mentioned KRS provisions that apply to the contractor for the duration of the contract.*

A contractor's failure to reveal the above or to comply with such provisions for the duration of the contract shall be grounds for cancellation of the contract and disqualification of the contractor from eligibility for future contracts for a period of two (2) years.

- V. Vendors who respond to this invitation have the right to file a notice of contention associated with the bid process or to file a notice of appeal of the recommendation made by the Director of Procurement resulting from this invitation.

Notice of contention with the bid process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Procurement or (2) submitting a written request for a meeting with the Director of Procurement to explain his/her contention with the bid process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Procurement shall promptly respond in writing findings as to the compliance with bid processes. If, based on this review, a bid process irregularity is deemed to have occurred the Director of Procurement will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a bid recommendation must be filed within 3 business days of the bid recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Procurement or (2) submitting a written request for a meeting with the Director of Procurement to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Procurement shall in writing, affirm or withdraw the recommendation.

III. Procurement Contract Bid Conditions

- A. The terms of this agreement shall be for 2 year(s) from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be automatically extended for an additional 2 year(s) renewal. This contract may be canceled by either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.
- B. Price Changes **(Space Checked Applies)**
 - (XXX)1. Prices quoted in response to the Invitation shall be firm prices for the first 90 days of the Procurement Contract. After 90 days, prices may be subject to revision and such changes shall be based on general industry changes. Revision may be either increases or decreases and may be requested by either party. There will be no more than one (1) price adjustment per quarter. Requests for price changes shall be received in writing at least twenty (20) days prior to the effective date and are subject to written acceptance before becoming effective. Proof of the validity of a request for revision shall be responsibility of the requesting party. The Lexington-Fayette Urban County Government shall receive the benefit of any decline that the seller shall offer his other accounts.
 - () 2. No provision for price change is made herein. Prices are to be firm for the term of this contract.
 - () 3. See bid specifications.
- C. If any contract item is not available from the vendor, the Lexington-Fayette Urban County Government, at its option, may permit the item to be back-ordered or may procure the item on the open market.
- D. All invoices must bear reference to the Lexington-Fayette Urban County Government Purchasing document numbers which are being billed.
- E. This contract may be canceled by the Lexington-Fayette Urban County Government if it is determined that the Bidder has failed to perform under the terms of this agreement, such cancellation to be effective upon receipt of written notice of cancellation by the Bidder.
- F. No substitutions for articles specified herein may be made without prior approval of the Division of Procurement.

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states: *The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability.*
- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states: *The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.*

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, veteran status, disability and age.

Signature

James River Solutions, LLC

Name of Business

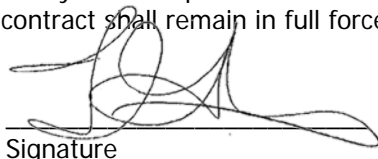
GENERAL PROVISIONS OF BID CONTRACT

By signing the below, bidder acknowledges that it understands and agrees with the following provisions related to its bid response and the provision of any goods or services to LFUCG upon selection by LFUCG pursuant to the bid request:

1. Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good. All applicable state laws, ordinances and resolutions (including but not limited to Section 2-33 (Discrimination due to sexual orientation or gender identity) and Chapter 13 (Licenses and Regulations) of the Lexington-Fayette Urban County Government Code of Ordinances, and Resolution No. 484-17 (Minority, Women, and Veteran-Owned Businesses)) and the regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.
2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.
3. Addenda: All addenda and IonWave Q&A, if any, must be considered by the bidder in making its response, and such addenda shall be made a part of the requirements of the bid contract. Before submitting a bid response, it is incumbent upon bidder to be informed as to whether any addenda have been issued, and the failure of the bidder to cover any such addenda may result in disqualification of that response.
4. Bid Reservations: LFUCG reserves the right to reject any or all bid responses, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by bidder in the preparation of its response.
6. Changes/Alterations: Bidder may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the bid response, and received by LFUCG prior to the scheduled closing time for receipt of bids, will be accepted. The bid response when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of bid response".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from any bidder.
8. Bribery Clause: By his/her signature on its response, bidder certifies that no employee of his/hers, any affiliate or subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.
9. Additional Information: While not necessary, the bidder may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the bid response. Additional documentation shall not serve as a substitute for other documentation which is required by the LFUCG to be submitted with the bid response.
10. Ambiguity, Conflict or other Errors: If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the bid request of LFUCG, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting its bid response, the bidder agrees that it has carefully examined the specifications and all provisions relating to LFUCG's bid request, including but not limited to the bid contract. By submission of its bid response, bidder states that it understands the meaning, intent and requirements of LFUCG's bid request and agrees to the same. The successful bidder shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to bidder shall be authorized for services, expenses, or goods reasonably covered under these provisions that the bidder omits from its bid response.
12. Cancellation: LFUCG may unilaterally terminate the bid contract with the selected bidder(s) at any time, with or without cause, by providing at least thirty (30) days advance written notice unless a different advance written notice

period is negotiated prior to contract approval. Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. Assignment of Contract: The selected bidder(s) shall not assign or subcontract any portion of the bid contract with LFUCG without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this bid proposal or bid contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. Authority to do Business: Each bidder must be authorized to do business under the laws of the Commonwealth of Kentucky and must be in good standing and have full legal capacity to provide the goods or services specified in the bid proposal. Each bidder must have all necessary right and lawful authority to submit the bid response and enter into the bid contract for the full term hereof including any necessary corporate or other action authorizing the bidder to submit the bid response and enter into this bid contract. If requested, the bidder will provide LFUCG with a copy of a corporate resolution authorizing this action and/or a letter from an attorney confirming that the proposer is authorized to do business in the Commonwealth of Kentucky. All bid responses must be signed by a duly authorized officer, agent or employee of the bidder.
16. Governing Law: This bid request and bid contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this matter, the bidder agrees that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division and that the bidder expressly consents to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to these matters or any rights or obligations arising thereunder.
17. Ability to Meet Obligations: Bidder affirmatively states that there are no actions, suits or proceedings of any kind pending against bidder or, to the knowledge of the bidder, threatened against the bidder before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of bidder to perform its obligations under this bid response or bid contract, or which question the legality, validity or enforceability hereof or thereof.
18. Price Discrepancy: When applicable, in case of price discrepancy, unit bid price written in words will prevail followed by unit price written in numbers then total amount bid per line item.
19. Bidder understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Bidder is an independent contractor at all times related to the bid response or bid contract.
20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.
21. If any term or provision of this bid contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.


Signature

11/18/2024
Date

WORKFORCE ANALYSIS FORM

Name of Organization: James River Solutions, LLC

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African- American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators																	
Professionals	27	8	12	1			2			1		1		2			
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective Service																	
Para-Professionals	26	8	9			1	3			1	1			3			
Office/Clerical																	
Skilled Craft	41	3				34						3		1			
Service/Maintenance	3	2												1			
Total:	978																

Prepared by: Jackie Neely, HR Manager **Date:** 11 / 18 / 24
(Name and Title) *Revised 2015-Dec-15*

**DIRECTOR, DIVISION OF PROCUREMENT
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
200 EAST MAIN STREET
LEXINGTON, KENTUCKY 40507**

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE
EQUAL EMPLOYMENT OPPORTUNITIES AND DBE CONTRACT PARTICIPATION**

The Lexington-Fayette Urban County Government has a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

For assistance in locating certified DBEs, MBEs, WBEs, VOSBs and/or VOSBs, contact Sherita Miller at 859/258-3320 or by writing the address listed below:

Sherita Miller, MPA, CPSD
Minority Business Enterprise Liaison
Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
smiller@lexingtonky.gov
859-258-3323



LEXINGTON

MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA, CPSD
Minority Business Enterprise Liaison
Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
smiller@lexingtonky.gov
859-258-3323

OUR MISSION: The mission of the Minority Business Enterprise Program (MBEP) is to facilitate the full participation of minority and women owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long- term economic viability of Lexington-Fayette Urban County Government.

To that end the urban county council adopted and implemented Resolution 272-2024 – a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals:

Certified Disadvantaged Business Enterprise (DBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a person(s) who is socially and economically disadvantaged as define by 49 CFR subpart 26.

Certified Minority Business Enterprise (MBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. Black American, Asian American, Hispanic American, Native American)

Certified Women Business Enterprise (WBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a woman.

Certified Veteran-Owned Small Business (VOSB) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

Certified Service -Disabled Veteran Owned Small Business (SDVOSB) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a disabled veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

The term “Certified” shall mean the business is appropriately certified, licensed, verified, or validated by an organization or entity recognized by the Division of Procurement as having the appropriate credentials to make a determination as to the status of the business.

The following certifications are recognized and accepted by the MBEP:

Kentucky Transportation Cabinet (KYTC), Disadvantaged Business Enterprise (DBE)
Kentucky Minority and Women Business Enterprise (MWBE)
Women's Business Enterprise National Council (WBENC)
National Women Business Owners Corporation (NWBOC)
National Minority Supplier Development Council (NMSDC)
Tri-State Minority Supplier Development Council (TSMSSDC)
U.S. Small Business Administration Veteran Small Business Certification (VetCert)
Kentucky Service- Disabled Veteran Owned Small Business (SDVOSB)

To comply with Resolution 272-2024, prime contractors, minority and women business enterprises, veteran owned small businesses, and service-disabled veteran owned small businesses must complete monthly contract compliance audits in the Diverse Business Management Compliance system, <https://lexingtonky.diversitycompliance.com/>

A list of organizations that certify and/or maintain lists of certified businesses (i.e. DBE, MBE, WBE, VOSB and/or SDVOSB) is available upon request by emailing, Sherita Miller, smiller@lexingtonky.gov.



LEXINGTON

LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # 159-2024

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to the Division of Procurement for approval immediately.

Failure to submit a completed form may cause rejection of the bid.

MWBE Company, Name, Address, Phone, Email	DBE/MBE WBE/VOSB/SDVOSB	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. Integrated Facility Management 1 W Ct. Square, Suite 750 Decatur, GA 30030 404-452-8516 dalford@ifm-us.com	DBE	Delivery of Pretroleum Product	Determined upon award	17%
2.				
3.				
4.				

The undersigned company representative submits the above list of MDWBE and veteran firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

James River Solutions, LLC

Company

11/18/2024

Date

Tracy Little

Company Representative

Managing Partner

Title



LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # _____

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to the Division of Procurement for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project. **Note: Form required if a subcontractor is being substituted on a contract.**

SUBSTITUTED DBE/MBE/WBE/VOSB Company Name, Address, Phone, Email	DBE/MBE/WBE/VOSB/SDVOSB Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1.					
2.					
3.					
4.					

The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Company

Company Representative

Date

Title



DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS AND OUTREACH PLANS

As affirmed in Resolution Number 272-2024, the Urban County Council has adopted an annual aspirational goal of utilizing at least seventeen percent (17%) of public funds spend from certain discretionary agreements with certified Minority Business Enterprises (MBEs) and certified Woman Business Enterprises (WBEs); utilizing at least three percent (3%) of public funds from certain discretionary agreements with Certified Veteran-Owned Small Business and Certified Service-Disabled Veteran-Owned Small Businesses (VOSBs); and utilizing Disadvantaged Business Enterprises (DBEs) where applicable. Bidders should make every effort to achieve these goals.

Therefore, as an element of the responsiveness of the bid, all Bidders are required to submit documentation of their good faith and outreach efforts to ensure all businesses, including small and disadvantaged businesses such as minority-, woman-, and veteran-owned businesses, have an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement. Examples of good faith and outreach efforts that satisfy this requirement to encourage the participation of, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs include:

1. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women, and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to participate.
2. Attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year to meet new small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to partner with on LFUCG contracts and procurements.
3. Attended pre-bid/pre-proposal meetings that were scheduled by LFUCG to inform small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs of subcontracting opportunities.
4. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs.
5. Requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
6. Contacted organizations that work with small, DBE, MBE, WBE, and VOSB companies for assistance in finding certified DBEs, MBEs, WBEs, VOSB and/or SDVOSBs to work on this project. Those contacted and their responses must be a part of the bidder's outreach efforts documentation.
7. Sent written notices, by certified mail, email, or facsimile, to qualified, certified small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
8. Followed up initial solicitations by contacting small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs via tailored communications to determine their level of interest.

9. Provided the interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs with adequate and timely information about the plans, specifications, and requirements of the contract.
10. Selected portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs in order to increase the likelihood of subcontracting participation. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate small, DBE, MBE, WBE, VOSB and/or SDVOSB participation, even when the prime contractor may otherwise perform these work items with its own workforce.
11. Negotiated in good faith with interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection must be so noted in writing with a description as to why an agreement could not be reached.
12. Included documentation of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs that were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
 - a. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a small business', DBE's MBE's, WBE's, VOSB's and/or SDVOSB's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy the participation goals.
13. Made an effort to offer assistance to or refer interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal.
14. Made efforts to expand the search for small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.
15. Other – any other evidence that the bidder submits that may demonstrate that the bidder has made reasonable efforts to include small, DBE, MBE, WBE, VOSB and/or SDVOSB participation.

Bidder must document, with specificity, each of the efforts it made to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs as subcontractors in the procurement, including the date on which each effort was made, the medium through which each effort was made, and the outcome of each effort.

Note: Failure to submit the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the Bid, regardless of the proposed level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation in the procurement. If the Good Faith and Outreach Effort documentation is not submitted with the bid response, the bid may be rejected.

OUTREACH EFFORTS EVALUATION

Outreach efforts demonstrated by the bidder or respondent will be evaluated on a pass/fail basis.

ATTACHMENT A – SMALL AND DISADVANTAGED, MINORITY-, WOMEN-, AND VETERAN-OWNED BUSINESS OUTREACH PLAN

Proposer Name:	James River Solutions, LLC	Date:	11/18/2024
Project Name:	Bulk Fuel	Project Number:	159-2024
Contact Name:	Morgan Saunders	Telephone:	804-358-9000
Email:	msaunders@jrpenenergy.com		

The mission of the Minority Business Enterprise Program is to facilitate the full participation of disadvantaged businesses, minority-, women-, veteran-, and service-disabled veteran-owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long -term economic viability of Lexington-Fayette Urban County Government.

To that end, small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, must have an equal opportunity to be utilized in the performance of contracts with public funds spent from certain discretionary agreements. By submitting its offer, Bidder/Proposer certifies that it has taken, and if there are further opportunities will take, reasonable steps to ensure that small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, are provided an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement.

The information submitted in response to this clause will not be considered in any scored evaluation. Failure to submit this form may cause the bid or proposal to be rejected.

Is the Bidder/ Proposer a certified firm? Yes ☐ No ☒

If yes, indicate all certification type(s):

DBE ☐ MBE ☐ WBE ☐ SBE ☐ VOSB/SDVOSB ☐

and supply a copy of the certificate and/or certification letter if not currently listed on the city’s Minority Business Enterprise Program’s (MBEP) certified list.

1. Include a list of firms that Bidder/ Proposer has had a contractual relationship with within the last two years that are minority-owned, woman-owned, veteran-owned or small businesses, regardless of their certification status.

 Click or tap here to enter text. 

2. Does Bidder/Proposer foresee any subcontracting opportunities for this procurement?

Yes ☒ No ☐

If no, please explain why in the field below. Do not complete the rest of this form and submit this first page with your bid and/or proposal.  Click or tap here to enter text.

If yes, please complete the following pages and submit all pages with your bid and/or proposal.

Describe the steps Bidder/Proposer took to solicit small and disadvantaged businesses, including MBEs, WBEs, VOSBs, and SDVOSBs, for subcontracting opportunities for this procurement.

3. Check the good faith and outreach efforts the Bidder/Proposer used to encourage the participation of small and disadvantaged businesses including, MBEs, WBEs, VOSBs and SDVOSBs:

- ☐ Bidder placed advertisements in search of prospective small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs for the solicitation.
- ☐ Bidder attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year.
- ☐ Bidder attended pre-bid and/or pre-proposal meetings for this solicitation.
- ☐ Bidder sponsored an Economic Inclusion Outreach event.
- ☐ Bidder requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG.
- ☒ Bidder contacted organizations that work with small, DBE, MBE, WBE, VOSB and/or SDVOSB companies.
- ☒ Bidder sent written notices to certified small, DBE, MBE, WBE, VOSB and SDVOSB businesses.
- ☒ Bidder followed up to initial solicitations with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB.
- ☒ Bidder provided small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses interested in performing the solicited work with prompt access to the plans, specifications, scope of work, and requirements of the solicitation.
- ☒ Bidder made efforts to segment portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, including dividing sub-bid/partnership opportunities into economically feasible units/parcels, to facilitate participation.

- ☒ Bidder negotiated in good faith with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses.
- ☒ Bidder provided adequate rationale for rejecting any small business', DBEs, MBEs, WBEs, VOSBs or SDVOSBs for lack of qualifications.
- ☒ Bidder offered assistance in obtaining bonding, insurance, financial, equipment, or other resources to small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, in an effort to assist them in meeting project requirements.
- ☒ Bidder made efforts to expand the search for small businesses, DBEs MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.
- ☒ Bidder made other reasonable efforts to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation.

4. Bidder/Proposer must include documentation, including the date each effort was made, the medium through which each effort was made, and the outcome of each effort with this form, regardless of the level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation. Examples of required documentation include copies of email communications, copies of newspaper advertisements, or copies of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs or SDVOSBs.

 Click or tap here to enter text. 

For detailed information regarding outreach efforts that satisfy the MBE Program's requirements, please see "Documentation Required for Good Faith Efforts and Outreach Plans" page.

Note: The Bidder/Proposer must be willing to report the identity of each subcontractor and the value of each subcontract to MBEP if awarded a contract from this procurement.

Failure to submit the documentation requested may be cause for rejection of the bid. Bidders may include any other documentation deemed relevant to this requirement, which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the bid, regardless of the proposed level of SBEs, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation in the procurement. If the Good Faith and Outreach Effort Form and associated documentation is not submitted with the bid response, the bid may be rejected.

The undersigned acknowledges that all information is accurate. Any misrepresentations may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

James River Solutions, LLC
Company
11/18/2024
Date

Tracy Little
Company Representative
Managing Partner
Title

4870-1925-6809, v. 1

**AMENDMENT 1 —
CERTIFICATION OF COMPLIANCE FOR EXPENDITURES USING FEDERAL FUNDS,
INCLUDING THE AMERICAN RESCUE PLAN ACT**

The Lexington-Fayette Urban County Government (“LFUCG”) may use Federal funding to pay for the goods and/or services that are the subject matter of this bid. That Federal funding may include funds received by LFUCG under the American Rescue Plan Act of 2021. Expenditures using Federal funds require evidence of the contractor’s compliance with Federal law. Therefore, by the signature below of an authorized company representative, you certify that the information below is understood, agreed, and correct. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

The bidder (hereafter “bidder,” or “contractor”) agrees and understands that in addition to all conditions stated within the attached bid documents, the following conditions will also apply to any Agreement entered between bidder and LFUCG, if LFUCG uses Federal funds, including but not limited to funding received by LFUCG under the American Rescue Plan Act (“ARPA”), toward payment of goods and/or services referenced in this bid. The bidder also agrees and understands that if there is a conflict between the terms included elsewhere in this Request for Proposal and the terms of this Amendment 1, then the terms of Amendment 1 shall control. The bidder further certifies that it can and will comply with these conditions, if this bid is accepted and an Agreement is executed:

1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.

2. Pursuant to 24 CFR § 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR § 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. However, if LFUCG suspects a breach of the terms of the Agreement and/or that the contractor is violating the terms of any applicable law governing the use of Federal funds, LFUCG may suspend the contractor’s ability to receive payment by giving thirty (30) days’ advance written notice. Further, either party may terminate this Agreement for cause shown with thirty (30) days written notice, which shall explain the party’s cause for the termination. If the parties do not reach a settlement before the end of the 30 days, then the Agreement shall terminate on the thirtieth day. In the event of a breach, LFUCG reserves the right to pursue any and all applicable legal, equitable, and/or administrative remedies against the contractor.

3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

- (1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the

compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. If fulfillment of the contract requires the contractor to employ mechanic's or laborers, the contractor further agrees that it can and will comply with the following:

- (1) Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.
- (2) Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required

or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

5. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

6. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

7. The contractor shall include these requirements in numerical paragraphs 5 and 6 in each subcontract exceeding \$100,000 financed in whole or in part with Federal funding.

8. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

9. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

10. The contractor shall include these requirements in numerical paragraphs 8 and 9 in each subcontract exceeding \$100,000 financed in whole or in part with Federal funds.

11. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

12. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency regional office.

13. The contractor shall include these requirements in numerical paragraphs 11 and 12 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.

14. The contractor shall include this language in any subcontract it executes to fulfill the terms of this bid: “the subgrantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with ‘Limited English Proficiency’ in any program or activity receiving federal financial

assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement."

15. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient. The required certification is included here:

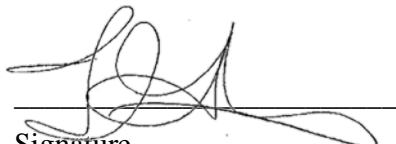
- a. The undersigned certifies, to the best of his or her knowledge and belief, that:
 - (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

16. The contractor acknowledges and certifies that it has not been debarred or suspended and further acknowledges and agrees that it must comply with regulations regarding debarred or suspended entities in accordance with 24 CFR § 570.489(l). Funds may not be provided to excluded or disqualified persons.

17. The contractor agrees and certifies that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of all applicable goods, products or materials produced in the United States, in conformity with 2 CFR 200.322 and/or section 70914 of Public Law No. 117-58, §§ 70901-52, also known as the Infrastructure Investment and Jobs Act, whichever is applicable.

18. The contractor agrees and certifies that all activities performed pursuant to any Agreement entered as a result of the contractor's bid, and all goods and services procured under that Agreement, shall comply with 2 C.F.R. § 200.216 (Prohibition on certain telecommunications and video surveillance services and equipment) and 2 C.F.R. 200 § 200..323 (Procurement of recovered materials), to the extent either section is applicable.

19. If this bid involves construction work for a project totaling \$10 million or more, then the contractor further agrees that all laborers and mechanics, etc., employed in the construction of the public facility project assisted with funds provided under this Agreement, whether employed by contractor, or contractor's contractors, or subcontractors, shall be paid wages complying with the Davis-Bacon Act (40 U.S.C. 3141-3144). Contractor agrees that all of contractor's contractors and subcontractors will pay laborers and mechanics the prevailing wage as determined by the Secretary of Labor and that said laborers and mechanics will be paid not less than once a week. The contractor agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. § 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The contractor further agrees to comply with the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. Section 327-333), and the applicable provisions of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. et seq.). Contractor further agrees that it will report all suspected or reported violations of any of the laws identified in this paragraph to LFUCG.



Signature

11/18/2024

Date

Lexington-Fayette Urban County Government Bulk Fuel Specification

Purpose:

1. To establish a price contract for bulk fuel purchases to be delivered to Lexington-Fayette Urban County Government storage tanks.
2. Issuance of a price contract in no way obligates the LFUCG for any purchases or amounts.

General Requirements:

1. Bidder must agree to deliver to all LFUCG fuel storage sites listed herein plus any sites that are added during the course of the contract period. All deliveries shall be completed within 36 hours of order by telephone.
2. All gasoline delivered shall meet the current requirements of ASTM D-4814 and shall be rated with an antiknock index (AKI) derived from the average of the research octane number (RON) and the motor octane number (MON) such that $AKI = (RON + MON)/2$.
3. All diesel fuels delivered shall meet the current requirements of ASTM D-4814 and shall be rated with a cetane number of not less than 40. "On-road" diesel fuel refers to fuels having an ultra-low sulfur content of 15 ppm (maximum). "Off-road" diesel fuel having an ultra sulfur content of 15 ppm (maximum).
4. The Lexington-Fayette Urban County Government as a local government is exempt from federal excise tax on fuel. Tax exempt number will be provided to the successful bidder.

Pricing:

1. Pricing shall be based on average (also reported by; OPIS as "daily contract average") terminal price as published by OPI for the Lexington, KY region. Price shall be taken from OPIS end-of-day report for the date of delivery. Bid price shall exclude taxes, and mandated environmental fees.

It would be required for LFUCG to have priority over the public during a declared emergency by the City.

LFUCG is asking bidder(s) to supply a letter indicating the LFUCG will be placed on the highest priority for fuel consumption when an emergency is declared by the City. The successful bidder shall be notified and shall make arrangements for sufficient fuel to be delivered to meet the City's emergency vehicle needs. The City's emergency vehicles are identified as Refuse, Dump, Police, and Fire.

Product	LFUCG Item #	Price per gallon Over OPIS average	Freight per gallon
Regular grade unleaded gasoline	BLKF1001	0.098	included
No. 2-D diesel fuel (on-road)	BLKF1002	0.098	included
No. 2-D diesel fuel (off-road)	BLKF1003	0.098	included
No. 1-D diesel fuel	BLKF1004	0.098	included

Facility	Address	Product	Capacity
		On-road diesel	1,000
Parks & Recreation Lakeside Golf	3725 Richmond Rd. 263-5218	Unleaded gasoline	600
		Off-road diesel	300
Parks & Recreation Tates Creek Golf	1400 Gainesway Drive 272-7984	Unleaded gasoline	550
		Off-road diesel	550
Parks & Recreation Meadowbrook Golf	400 Wilson Downing 272-3115	Unleaded gasoline	550
Parks & Recreation Shillito Park	3399 Brunswick Dr. 288-2942	On-road diesel	500
Parks & Recreation Jacobsen Park	4001 Athens- Boonesboro Rd. 263-3367	On-road diesel	500
Parks & Recreation Kearney Rd. Golf	3403 Kearney Rd. 255-6729	Unleaded gasoline	1,000
		Off-road diesel	1,000
		Off-road diesel	300
Parks & Recreation Picadome Golf	469 Parkway Dr. 455-9534	Unleaded gasoline	550
		Off-road diesel	350
		On-road diesel	550
Sanitary Sewers West Hickman	3174-Ashgrove Pike 272-1713	Unleaded gasoline	2,000
		On-road diesel	2,000
		Off-road diesel (3 tanks)	5,000
Sanitary Sewers Pump Station	2211 Elkhorn 258-3466	Off-road diesel	2,000
Sanitary Sewers East Hickman	3312 Buckhorn 258-3466	Off-road diesel	4,000
Sanitary Sewers South Elkhorn	Firegate #1 258-3466	Off-road diesel	4,000
Sanitary Sewers Mint Lane Station	Firegate #13 258-3466	Off-road diesel	400
Sanitary Sewers Lower Town Branch	3301 Leestown Rd. 258-3466	Off-road diesel	1,000
Sanitary Sewers Lower Cane Run	1825 Newtown Pike 258-3466	Off-road diesel	1,000
Detention Center	2055 Old Frankfort Pike 425-2781	Off-road diesel	10,000
Government Center/ Division of Police	200 East Main Street 258-3615	Off-road diesel	5,000

Bulk fuel – estimated annual volume. Volume is not guaranteed as fuel usage varies by season and activities.

Pump		Fuel Type	Avg Per Year
41	West Hickman	UL	4300
44	West Hickman	DL	1800
74	Picadome Park	UL	4000
76	Picadome Park	RD	1900
91	Shillito Park	DL	1500
92	Lakeside Golf	UL	3000
93	Lakeside Golf	DL	3200
94	Meadowbrook Gold	UL	500
95	Jacobson Park	DL	2000
96	Kearney	UL	3000
97	Kearney	RD	3500
98	Lakeside Golf	DL	2000
99	Tates Creek	RD	8000

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

- (1) It is understood and agreed by the parties that Vendor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Vendor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "Vendor") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- (2) Vendor shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by Vendor's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the Vendor; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) In the event LFUCG is alleged to be liable based upon the above, Vendor shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.
- (4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- (5) LFUCG is a political subdivision of the Commonwealth of Kentucky. Vendor acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the Vendor in any manner.

FINANCIAL RESPONSIBILITY

Vendor understands and agrees that it shall, prior to final acceptance of its bid and the commencement of any work, demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions.

INSURANCE REQUIREMENTS

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AAND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Required Insurance Coverage

Vendor shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to LFUCG in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work or provision of goods hereunder by Vendor. The cost of such insurance shall be included in any bid:

<u>Coverage</u>	<u>Limits</u>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single, \$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	\$500,000.00

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky. LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include Products Liability, Environmental Casualty, and Pollution Liability endorsements unless deemed not to apply by LFUCG.
- d. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- e. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

After insurance has been approved by LFUCG, evidence of renewal of an expiring policy must be submitted to LFUCG, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

Deductibles and Self-Insured Programs

**IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK**

MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE.

Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of Vendor's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If Vendor satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, Vendor agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

- a. Latest audited financial statement, including auditor's notes.
- b. Any records of any self-insured trust fund plan or policy and related accounting statements.
- c. Actuarial funding reports or retained losses.
- d. Risk Management Manual or a description of the self-insurance and risk management program.
- e. A claim loss run summary for the previous five (5) years.
- f. Self-Insured Associations will be considered.

Verification of Coverage

Vendor agrees to furnish LFUCG with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide LFUCG copies of all insurance policies, including all endorsements.

Right to Review, Audit and Inspect

Vendor understands and agrees that LFUCG may review, audit and inspect any and all of its records and operations to insure compliance with these Insurance Requirements.

DEFAULT

Vendor understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that LFUCG may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging Vendor for any such insurance premiums purchased, or suspending or terminating the work.

00470800

Morgan Saunders

From: Derald Alford <dalford@ifm-us.com>
Sent: Tuesday, November 19, 2024 9:28 AM
To: Morgan Saunders
Cc: Lothario Tolbert; Bert Fitts
Subject: Re: Lexington-Fayette Urban County Government

Morgan,
Thank you for considering IFM, we would be more than happy to partner.

Derald M. Alford | President

Mobile: 404.452.8516 | dalford@ifm-us.com

www.ifm-us.com

From: Morgan Saunders <msaunders@jrpenenergy.com>
Sent: Tuesday, November 19, 2024 5:23:46 AM
To: Derald Alford <dalford@ifm-us.com>
Subject: Lexington-Fayette Urban County Government

Hi Derald,

We are responding to a bid for LFUCG, for Bulk Fuel. With a 17% DBE goal, we have selected IFM to partner with. I have attached the specifications of the bid for your acknowledgement. Would you all be interested?

We look forward to hearing from you.

Thanks,

Morgan Saunders

Government Project Manager

M: 804-551-2833

E: msaunders@jrpenenergy.com

10487 Lakeridge Parkway, Ashland, VA 23005 Suite 100

www.jrpenenergy.com





LEXINGTON

Lexington-Fayette Urban County Government

Lexington, Kentucky
Horse Capital of the World

Division of Procurement

Date of Issue: 10/28/2024

INVITATION TO BID #155-2024 Auto & Truck Parts OEM - Supplemental

****THIS IS A SUPPLEMENTAL BID. IF YOU WERE AWARDED BID 122-2024 DO NOT RESUBMIT****

Bid Opening Date: November 12, 2024

Bid Opening Time: 2:00 PM

Address: All bids must be submitted on line at <https://lexingtonky.ionwave.net/>

Type of Bid: Price Contract

Pre Bid Meeting: N/A

Pre Bid Time: N/A

Address: N/A

Sealed bids will ONLY be received online at <https://lexingtonky.ionwave.net/> until **2:00 PM**, prevailing local time on **11/12/2024**. Bids must be submitted/uploaded by the above-mentioned date and time.

Bids are to include all shipping, handling and associated fees to the point of delivery (unless otherwise specified in the bid documents below) located at: Lexington, KY

Check One: <input checked="" type="checkbox"/> Bid Specifications Met _____ Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i>	Proposed Delivery: _____ 1 days after acceptance of bid.
Procurement Card Usage —The Lexington-Fayette Urban County Government may be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

To expedite award, the forms in this document should be completed and uploaded with your bid.

Submitted by: Martin's Peterbilt of Central Kentucky
Firm Name
425 Rogers Rd
Address
Lexington, KY 40505
City, State & Zip

Bid must be signed: Michael House
Signature of Authorized Company Representative – Title

Michael House
Representative's Name (Typed or printed)
859-268-0138
Area Code - Phone – Extension *Fax #*
michaelhouse@martinspeterbilt.com
E-Mail Address

The Affidavit in this bid must be completed before your firm can be considered for award of this contract.

AFFIDAVIT

Comes the Affiant, Joshua Naylor, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is Michael House and he/she is the individual submitting the bid or is the authorized representative of Martin's Peterbilt of Central Kentucky, the entity submitting the bid (hereinafter referred to as "Bidder")
2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Bidder has authorized the Division of Procurement to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5. Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.
6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."
7. Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught. Joshua Naylor

STATE OF Kentucky

COUNTY OF Laurel

The foregoing instrument was subscribed, sworn to and acknowledged before me
by Michael House on this the 6th day
of November, 2024.

My Commission expires: 7/11/2027

Joshua Naylor
Notary Public, State of KY
Commission Expires
JULY 11TH 2027

NOTARY PUBLIC, STATE AT LARGE

Please refer to Section II. Bid Conditions, Item "U" prior to completing this form.

I. GREEN PROCUREMENT

A. ENERGY

The Lexington-Fayette Urban County Government is committed to protecting our environment and being fiscally responsible to our citizens.

The Lexington-Fayette Urban County Government mandates the use of Energy Star compliant products if they are available in the marketplace (go to www.Energystar.gov). If these products are available, but not submitted in your pricing, your bid will be rejected as non-compliant.

ENERGY STAR is a government program that offers businesses and consumers energy-efficient solutions, making it easy to save money while protecting the environment for future generations.

Key Benefits

These products use 25 to 50% less energy
Reduced energy costs without compromising quality or performance
Reduced air pollution because fewer fossil fuels are burned
Significant return on investment
Extended product life and decreased maintenance

B. GREEN SEAL CERTIFIED PRODUCTS

The Lexington-Fayette Urban County Government is also committed to using other environmentally friendly products that do not negatively impact our environment. Green Seal is a non-profit organization devoted to environmental standard setting, product certification, and public education.

Go to www.Greenseal.org to find available certified products. These products will have a reduced impact on the environment and on human health. The products to be used must be pre-approved by the LFUCG prior to commencement of any work in any LFUCG facility. If a Green Seal product is not available, the LFUCG must provide a signed waiver to use an alternate product. Please provide information on the Green Seal products being used with your bid response.

C. GREEN COMMUNITY

The Lexington-Fayette Urban County Government (LFUCG) serves as a principal, along with the University of Kentucky and Fayette County Public Schools, in the Bluegrass Partnership for a Green Community. The Purchasing Team component of the Partnership collaborates on economy of scale purchasing that promotes and enhances environmental initiatives. Specifically, when applicable, each principal is interested in obtaining best value products and/or services which promote environment initiatives via solicitations and awards from the other principals.

If your company is the successful bidder on this Invitation For Bid, do you agree to extend the same product/service pricing to the other principals of the Bluegrass Partnership for a Green Community (i.e. University of Kentucky and Fayette County Schools) if requested?

Yes X No

D. COOPERATIVE CONTRACT

If your company is the successful bidder on this Invitation For Bid, do you agree to extend the same product/service pricing to the other government entities if requested?

Yes X No

II. Bid Conditions

- A. No bid may be withdrawn for a period of sixty (60) days after the date and time set for opening.
- B. No bid may be altered after the date and time set for opening. In the case of obvious errors, the Division of Procurement may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Procurement.
- C. Acceptance of this proposal shall be enactment of an Ordinance by the Urban County Council.
- D. The bidder agrees that the Urban County Government reserves the right to reject any and all bids for either fiscal or technical reasons, and to award each part of the bid separately, all parts to one vendor or all parts to multiple vendors.
- E. Minor exceptions may not eliminate the bidder. The decision as to whether any exception is minor shall be entirely that of the head of the requisitioning Department or Division and the Director of the Division of Procurement. The Urban County Government may waive technicalities and informalities where such waiver would best serve the interests of the Urban County Government.
- F. Manufacturer's catalogue numbers, trade names, etc., where shown herein are for descriptive purposes and are to guide the bidder in interpreting the standard of quality, design, and performance desired, and shall not be construed to exclude proposals based on furnishing other types of materials and/or services. However, any substitution or departure proposed by the bidder must be clearly noted and described; otherwise, it will be assumed that the bidder intends to supply items specifically mentioned in this Invitation for Bids.
- G. The Urban County Government may require demonstrations of the materials proposed herein prior to acceptance of this proposal.
- H. Bids must be submitted on this form and must be signed by the bidder or his authorized representative. Unsigned bids will not be considered.
- I. Bids must be submitted prior to the date and time indicated for opening. Bids submitted after this time will not be considered.
- J. All bids mailed must be submitted in the Ion Wave online portal at <https://lexingtonky.ionwave.net/>
- K. Bidder is requested to show both unit prices and lot prices. In the event of error, the unit price shall prevail.
- L. A certified check or Bid Bond in the amount of XX percent of the bid price must be attached hereto. This check must be made payable to the Lexington-Fayette Urban County Government, and will be returned when the material and/or services specified herein have been delivered in accordance with specifications. In the event of failure to perform within the time period set forth in this bid, it is agreed the certified check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has been awarded.
- M. The delivery dates specified by bidder may be a factor in the determination of the successful bidder.
- N. Tabulations of bids received may be mailed to bidders. Bidders requesting tabulations must enclose a stamped, self-addressed envelope with the bid.
- O. The Lexington-Fayette Urban County Government is exempt from Kentucky Sales Tax and Federal Excise Tax on materials purchased from this bid invitation. Materials purchased by the bidder for construction projects are not tax exempt and are the sole responsibility of the bidder.
- P. All material furnished hereunder must be in full compliance with OSHA regulations.
- Q. If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected.
- R. Signature on the face of this bid by the Bidder or his authorized representative shall be construed as acceptance of and compliance with all terms and conditions contained herein.

- S. The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
- T. The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin;*
- (2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age or national origin;*
- (3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of the non-discrimination clauses required by this section; and*
- (4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses.*

The Act further provides:

KRS 45.610. Hiring minorities - Information required

- (1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetable.*
- (2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.*

KRS 45.620. Action against contractor - Hiring of minority contractor or subcontractor

- (1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.*
- (2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.*
- (3) The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.*

KRS 45.630 Termination of existing employee not required, when

Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that that employee was employed prior to the date of the contract.

KRS 45.640 Minimum skills

Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job.

It is recommended that all of the provisions above quoted to be included as special conditions in each contract. In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his work-force in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

- U. Any party, firm or individual submitting a proposal pursuant to this invitation must be in compliance with the requirements of the Lexington-Fayette Urban County Government regarding taxes and fees before they can be considered for award of this invitation and must maintain a "current" status with regard to those taxes and fees throughout the term of the contract. The contractor must be in compliance with Chapter 13 from the Code of Ordinances of the Lexington-Fayette Urban County Government. The contractor must be in compliance with Ordinance 35-2000 pursuant to contractor registration with the Division of Building Inspection. If applicable, said business must have a Fayette County business license.

Pursuant to KRS 45A.343 and KRS 45A.345, the contractor shall

- (1) *Reveal any final determination of a violation by the contractor within the previous five year period pursuant to KRS Chapters 136 (corporation and utility taxes), 139 (sales and use taxes), 141 (income taxes), 337 (wages and hours), 338 (occupational safety and health of employees), 341 (unemployment and compensation) and 342 (labor and human rights) that apply to the contractor; and*
- (2) *Be in continuous compliance with the above-mentioned KRS provisions that apply to the contractor for the duration of the contract.*

A contractor's failure to reveal the above or to comply with such provisions for the duration of the contract shall be grounds for cancellation of the contract and disqualification of the contractor from eligibility for future contracts for a period of two (2) years.

- V. Vendors who respond to this invitation have the right to file a notice of contention associated with the bid process or to file a notice of appeal of the recommendation made by the Director of Procurement resulting from this invitation.

Notice of contention with the bid process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Procurement or (2) submitting a written request for a meeting with the Director of Procurement to explain his/her contention with the bid process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Procurement shall promptly respond in writing findings as to the compliance with bid processes. If, based on this review, a bid process irregularity is deemed to have occurred the Director of Procurement will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a bid recommendation must be filed within 3 business days of the bid recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Procurement or (2) submitting a written request for a meeting with the Director of Procurement to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Procurement shall in writing, affirm or withdraw the recommendation.

III. Procurement Contract Bid Conditions

- A. The terms of this agreement shall be for 1 year(s) from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be automatically extended for an additional 1 year(s) renewal. This contract may be canceled by either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.
- B. Price Changes **(Space Checked Applies)**
 - (XXX)1. Prices quoted in response to the Invitation shall be firm prices for the first 90 days of the Procurement Contract. After 90 days, prices may be subject to revision and such changes shall be based on general industry changes. Revision may be either increases or decreases and may be requested by either party. There will be no more than one (1) price adjustment per quarter. Requests for price changes shall be received in writing at least twenty (20) days prior to the effective date and are subject to written acceptance before becoming effective. Proof of the validity of a request for revision shall be responsibility of the requesting party. The Lexington-Fayette Urban County Government shall receive the benefit of any decline that the seller shall offer his other accounts.
 - () 2. No provision for price change is made herein. Prices are to be firm for the term of this contract.
 - () 3. See bid specifications.
- C. If any contract item is not available from the vendor, the Lexington-Fayette Urban County Government, at its option, may permit the item to be back-ordered or may procure the item on the open market.
- D. All invoices must bear reference to the Lexington-Fayette Urban County Government Purchasing document numbers which are being billed.
- E. This contract may be canceled by the Lexington-Fayette Urban County Government if it is determined that the Bidder has failed to perform under the terms of this agreement, such cancellation to be effective upon receipt of written notice of cancellation by the Bidder.
- F. No substitutions for articles specified herein may be made without prior approval of the Division of Procurement.

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states: *The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability.*
- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states: *The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.*

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, veteran status, disability and age.

Michael House
Signature

Martin's Peterbilt of Central Kentucky
Name of Business

GENERAL PROVISIONS OF BID CONTRACT

By signing the below, bidder acknowledges that it understands and agrees with the following provisions related to its bid response and the provision of any goods or services to LFUCG upon selection by LFUCG pursuant to the bid request:

1. Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good. All applicable state laws, ordinances and resolutions (including but not limited to Section 2-33 (Discrimination due to sexual orientation or gender identity) and Chapter 13 (Licenses and Regulations) of the Lexington-Fayette Urban County Government Code of Ordinances, and Resolution No. 484-17 (Minority, Women, and Veteran-Owned Businesses)) and the regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.
2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.
3. Addenda: All addenda and IonWave Q&A, if any, must be considered by the bidder in making its response, and such addenda shall be made a part of the requirements of the bid contract. Before submitting a bid response, it is incumbent upon bidder to be informed as to whether any addenda have been issued, and the failure of the bidder to cover any such addenda may result in disqualification of that response.
4. Bid Reservations: LFUCG reserves the right to reject any or all bid responses, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by bidder in the preparation of its response.
6. Changes/Alterations: Bidder may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the bid response, and received by LFUCG prior to the scheduled closing time for receipt of bids, will be accepted. The bid response when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of bid response".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from any bidder.
8. Bribery Clause: By his/her signature on its response, bidder certifies that no employee of his/hers, any affiliate or subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.
9. Additional Information: While not necessary, the bidder may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the bid response. Additional documentation shall not serve as a substitute for other documentation which is required by the LFUCG to be submitted with the bid response.
10. Ambiguity, Conflict or other Errors: If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the bid request of LFUCG, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting its bid response, the bidder agrees that it has carefully examined the specifications and all provisions relating to LFUCG's bid request, including but not limited to the bid contract. By submission of its bid response, bidder states that it understands the meaning, intent and requirements of LFUCG's bid request and agrees to the same. The successful bidder shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to bidder shall be authorized for services, expenses, or goods reasonably covered under these provisions that the bidder omits from its bid response.
12. Cancellation: LFUCG may unilaterally terminate the bid contract with the selected bidder(s) at any time, with or without cause, by providing at least thirty (30) days advance written notice unless a different advance written notice

period is negotiated prior to contract approval. Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. Assignment of Contract: The selected bidder(s) shall not assign or subcontract any portion of the bid contract with LFUCG without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this bid proposal or bid contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. Authority to do Business: Each bidder must be authorized to do business under the laws of the Commonwealth of Kentucky and must be in good standing and have full legal capacity to provide the goods or services specified in the bid proposal. Each bidder must have all necessary right and lawful authority to submit the bid response and enter into the bid contract for the full term hereof including any necessary corporate or other action authorizing the bidder to submit the bid response and enter into this bid contract. If requested, the bidder will provide LFUCG with a copy of a corporate resolution authorizing this action and/or a letter from an attorney confirming that the proposer is authorized to do business in the Commonwealth of Kentucky. All bid responses must be signed by a duly authorized officer, agent or employee of the bidder.
16. Governing Law: This bid request and bid contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this matter, the bidder agrees that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division and that the bidder expressly consents to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to these matters or any rights or obligations arising thereunder.
17. Ability to Meet Obligations: Bidder affirmatively states that there are no actions, suits or proceedings of any kind pending against bidder or, to the knowledge of the bidder, threatened against the bidder before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of bidder to perform its obligations under this bid response or bid contract, or which question the legality, validity or enforceability hereof or thereof.
18. Price Discrepancy: When applicable, in case of price discrepancy, unit bid price written in words will prevail followed by unit price written in numbers then total amount bid per line item.
19. Bidder understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Bidder is an independent contractor at all times related to the bid response or bid contract.
20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.
21. If any term or provision of this bid contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

Michael House
Signature

11/6/2024
Date

WORKFORCE ANALYSIS FORM

Name of Organization: Martin's Peterbilt of Central Kentucky

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African- American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators	2		X														
Professionals	8	X															
Superintendents	1	X															
Supervisors	3	X															
Foremen	1	X															
Technicians	12	X															
Protective Service	0	N/A															
Para-Professionals	0	N/A															
Office/Clerical	3		X														
Skilled Craft	0	N/A															
Service/Maintenance	1	X															
Total:																	

Prepared by: Michael House General Manager **Date:** 11 / 6 / 2024

(Name and Title)

Revised 2015-Dec-15

**DIRECTOR, DIVISION OF PROCUREMENT
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
200 EAST MAIN STREET
LEXINGTON, KENTUCKY 40507**

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE
EQUAL EMPLOYMENT OPPORTUNITIES AND DBE CONTRACT PARTICIPATION**

The Lexington-Fayette Urban County Government has a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

For assistance in locating certified DBEs, MBEs, WBEs, VOSBs and/or VOSBs, contact Sherita Miller at 859/258-3320 or by writing the address listed below:

Sherita Miller, MPA, CPSD
Minority Business Enterprise Liaison
Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
smiller@lexingtonky.gov
859-258-3323



LEXINGTON

MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA, CPSD
Minority Business Enterprise Liaison
Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
smiller@lexingtonky.gov
859-258-3323

OUR MISSION: The mission of the Minority Business Enterprise Program (MBEP) is to facilitate the full participation of minority and women owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long- term economic viability of Lexington-Fayette Urban County Government.

To that end the urban county council adopted and implemented Resolution 272-2024 – a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals:

Certified Disadvantaged Business Enterprise (DBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a person(s) who is socially and economically disadvantaged as define by 49 CFR subpart 26.

Certified Minority Business Enterprise (MBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. Black American, Asian American, Hispanic American, Native American)

Certified Women Business Enterprise (WBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a woman.

Certified Veteran-Owned Small Business (VOSB) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

Certified Service -Disabled Veteran Owned Small Business (SDVOSB) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a disabled veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

The term “Certified” shall mean the business is appropriately certified, licensed, verified, or validated by an organization or entity recognized by the Division of Procurement as having the appropriate credentials to make a determination as to the status of the business.

The following certifications are recognized and accepted by the MBEP:

Kentucky Transportation Cabinet (KYTC), Disadvantaged Business Enterprise (DBE)
Kentucky Minority and Women Business Enterprise (MWBE)
Women's Business Enterprise National Council (WBENC)
National Women Business Owners Corporation (NWBOC)
National Minority Supplier Development Council (NMSDC)
Tri-State Minority Supplier Development Council (TSMSDC)
U.S. Small Business Administration Veteran Small Business Certification (VetCert)
Kentucky Service- Disabled Veteran Owned Small Business (SDVOSB)

To comply with Resolution 272-2024, prime contractors, minority and women business enterprises, veteran owned small businesses, and service-disabled veteran owned small businesses must complete monthly contract compliance audits in the Diverse Business Management Compliance system, <https://lexingtonky.diversitycompliance.com/>

A list of organizations that certify and/or maintain lists of certified businesses (i.e. DBE, MBE, WBE, VOSB and/or SDVOSB) is available upon request by emailing, Sherita Miller, smiller@lexingtonky.gov.



LEXINGTON

LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # _____

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to the Division of Procurement for approval immediately.

Failure to submit a completed form may cause rejection of the bid.

MWBE Company, Name, Address, Phone, Email	DBE/MBE WBE/VOSB/SDVOSB	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.				
2.				
3.				
4.				

The undersigned company representative submits the above list of MDWBE and veteran firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Company

Company Representative

Date

Title



LEXINGTON

LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # _____

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to the Division of Procurement for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project. **Note: Form required if a subcontractor is being substituted on a contract.**

SUBSTITUTED DBE/MBE/WBE/VOSB Company Name, Address, Phone, Email	DBE/MBE/WBE/VOSB/SDVOSB Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1.					
2.					
3.					
4.					

The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Company

Company Representative

Date

Title



DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS AND OUTREACH PLANS

As affirmed in Resolution Number 272-2024, the Urban County Council has adopted an annual aspirational goal of utilizing at least seventeen percent (17%) of public funds spend from certain discretionary agreements with certified Minority Business Enterprises (MBEs) and certified Woman Business Enterprises (WBEs); utilizing at least three percent (3%) of public funds from certain discretionary agreements with Certified Veteran-Owned Small Business and Certified Service-Disabled Veteran-Owned Small Businesses (VOSBs); and utilizing Disadvantaged Business Enterprises (DBEs) where applicable. Bidders should make every effort to achieve these goals.

Therefore, as an element of the responsiveness of the bid, all Bidders are required to submit documentation of their good faith and outreach efforts to ensure all businesses, including small and disadvantaged businesses such as minority-, woman-, and veteran-owned businesses, have an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement. Examples of good faith and outreach efforts that satisfy this requirement to encourage the participation of, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs include:

1. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women, and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to participate.
2. Attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year to meet new small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to partner with on LFUCG contracts and procurements.
3. Attended pre-bid/pre-proposal meetings that were scheduled by LFUCG to inform small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs of subcontracting opportunities.
4. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs.
5. Requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
6. Contacted organizations that work with small, DBE, MBE, WBE, and VOSB companies for assistance in finding certified DBEs, MBEs, WBEs, VOSB and/or SDVOSBs to work on this project. Those contacted and their responses must be a part of the bidder's outreach efforts documentation.
7. Sent written notices, by certified mail, email, or facsimile, to qualified, certified small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
8. Followed up initial solicitations by contacting small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs via tailored communications to determine their level of interest.

9. Provided the interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs with adequate and timely information about the plans, specifications, and requirements of the contract.
10. Selected portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs in order to increase the likelihood of subcontracting participation. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate small, DBE, MBE, WBE, VOSB and/or SDVOSB participation, even when the prime contractor may otherwise perform these work items with its own workforce.
11. Negotiated in good faith with interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection must be so noted in writing with a description as to why an agreement could not be reached.
12. Included documentation of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs that were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
 - a. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a small business', DBE's MBE's, WBE's, VOSB's and/or SDVOSB's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy the participation goals.
13. Made an effort to offer assistance to or refer interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal.
14. Made efforts to expand the search for small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.
15. Other – any other evidence that the bidder submits that may demonstrate that the bidder has made reasonable efforts to include small, DBE, MBE, WBE, VOSB and/or SDVOSB participation.

Bidder must document, with specificity, each of the efforts it made to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs as subcontractors in the procurement, including the date on which each effort was made, the medium through which each effort was made, and the outcome of each effort.

Note: Failure to submit the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the Bid, regardless of the proposed level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation in the procurement. If the Good Faith and Outreach Effort documentation is not submitted with the bid response, the bid may be rejected.

OUTREACH EFFORTS EVALUATION

Outreach efforts demonstrated by the bidder or respondent will be evaluated on a pass/fail basis.

ATTACHMENT A – SMALL AND DISADVANTAGED, MINORITY-, WOMEN-, AND VETERAN-OWNED BUSINESS OUTREACH PLAN

Proposer Name:	_____	Date:	_____
Project Name:	_____	Project Number:	_____
Contact Name:	_____	Telephone:	_____
Email:	_____		

The mission of the Minority Business Enterprise Program is to facilitate the full participation of disadvantaged businesses, minority-, women-, veteran-, and service-disabled veteran-owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long -term economic viability of Lexington-Fayette Urban County Government.

To that end, small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, must have an equal opportunity to be utilized in the performance of contracts with public funds spent from certain discretionary agreements. By submitting its offer, Bidder/Proposer certifies that it has taken, and if there are further opportunities will take, reasonable steps to ensure that small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, are provided an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement.

The information submitted in response to this clause will not be considered in any scored evaluation. Failure to submit this form may cause the bid or proposal to be rejected.

Is the Bidder/ Proposer a certified firm? Yes ☐ No ☐

If yes, indicate all certification type(s):

DBE ☐ MBE ☐ WBE ☐ SBE ☐ VOSB/SDVOSB ☐

and supply a copy of the certificate and/or certification letter if not currently listed on the city's Minority Business Enterprise Program's (MBEP) certified list.

1. Include a list of firms that Bidder/ Proposer has had a contractual relationship with within the last two years that are minority-owned, woman-owned, veteran-owned or small businesses, regardless of their certification status.

 Click or tap here to enter text. 

2. Does Bidder/Proposer foresee any subcontracting opportunities for this procurement?

Yes ☐ No ☐

If no, please explain why in the field below. Do not complete the rest of this form and submit this first page with your bid and/or proposal. (Click or tap here to enter text.)

If yes, please complete the following pages and submit all pages with your bid and/or proposal.

Describe the steps Bidder/Proposer took to solicit small and disadvantaged businesses, including MBEs, WBEs, VOSBs, and SDVOSBs, for subcontracting opportunities for this procurement.

3. Check the good faith and outreach efforts the Bidder/Proposer used to encourage the participation of small and disadvantaged businesses including, MBEs, WBEs, VOSBs and SDVOSBs:

- ☐ Bidder placed advertisements in search of prospective small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs for the solicitation.
- ☐ Bidder attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year.
- ☐ Bidder attended pre-bid and/or pre-proposal meetings for this solicitation.
- ☐ Bidder sponsored an Economic Inclusion Outreach event.
- ☐ Bidder requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG.
- ☐ Bidder contacted organizations that work with small, DBE, MBE, WBE, VOSB and/or SDVOSB companies.
- ☐ Bidder sent written notices to certified small, DBE, MBE, WBE, VOSB and SDVOSB businesses.
- ☐ Bidder followed up to initial solicitations with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB.
- ☐ Bidder provided small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses interested in performing the solicited work with prompt access to the plans, specifications, scope of work, and requirements of the solicitation.
- ☐ Bidder made efforts to segment portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, including dividing sub-bid/partnership opportunities into economically feasible units/parcels, to facilitate participation.

- ☐ Bidder negotiated in good faith with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses.
- ☐ Bidder provided adequate rationale for rejecting any small business', DBEs, MBEs, WBEs, VOSBs or SDVOSBs for lack of qualifications.
- ☐ Bidder offered assistance in obtaining bonding, insurance, financial, equipment, or other resources to small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, in an effort to assist them in meeting project requirements.
- ☐ Bidder made efforts to expand the search for small businesses, DBEs MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.
- ☐ Bidder made other reasonable efforts to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation.

4. Bidder/Proposer must include documentation, including the date each effort was made, the medium through which each effort was made, and the outcome of each effort with this form, regardless of the level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation. Examples of required documentation include copies of email communications, copies of newspaper advertisements, or copies of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs or SDVOSBs.

 Click or tap here to enter text. 

For detailed information regarding outreach efforts that satisfy the MBE Program's requirements, please see "Documentation Required for Good Faith Efforts and Outreach Plans" page.

Note: The Bidder/Proposer must be willing to report the identity of each subcontractor and the value of each subcontract to MBEP if awarded a contract from this procurement.

Failure to submit the documentation requested may be cause for rejection of the bid. Bidders may include any other documentation deemed relevant to this requirement, which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the bid, regardless of the proposed level of SBEs, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation in the procurement. If the Good Faith and Outreach Effort Form and associated documentation is not submitted with the bid response, the bid may be rejected.

The undersigned acknowledges that all information is accurate. Any misrepresentations may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Company

Company Representative

Date

Title

4870-1925-6809, v. 1

AMENDMENT 1 —
CERTIFICATION OF COMPLIANCE FOR EXPENDITURES USING FEDERAL FUNDS,
INCLUDING THE AMERICAN RESCUE PLAN ACT

The Lexington-Fayette Urban County Government (“LFUCG”) may use Federal funding to pay for the goods and/or services that are the subject matter of this bid. That Federal funding may include funds received by LFUCG under the American Rescue Plan Act of 2021. Expenditures using Federal funds require evidence of the contractor’s compliance with Federal law. Therefore, by the signature below of an authorized company representative, you certify that the information below is understood, agreed, and correct. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

The bidder (hereafter “bidder,” or “contractor”) agrees and understands that in addition to all conditions stated within the attached bid documents, the following conditions will also apply to any Agreement entered between bidder and LFUCG, if LFUCG uses Federal funds, including but not limited to funding received by LFUCG under the American Rescue Plan Act (“ARPA”), toward payment of goods and/or services referenced in this bid. The bidder also agrees and understands that if there is a conflict between the terms included elsewhere in this Request for Proposal and the terms of this Amendment 1, then the terms of Amendment 1 shall control. The bidder further certifies that it can and will comply with these conditions, if this bid is accepted and an Agreement is executed:

1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.
2. Pursuant to 24 CFR § 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR § 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. However, if LFUCG suspects a breach of the terms of the Agreement and/or that the contractor is violating the terms of any applicable law governing the use of Federal funds, LFUCG may suspend the contractor’s ability to receive payment by giving thirty (30) days’ advance written notice. Further, either party may terminate this Agreement for cause shown with thirty (30) days written notice, which shall explain the party’s cause for the termination. If the parties do not reach a settlement before the end of the 30 days, then the Agreement shall terminate on the thirtieth day. In the event of a breach, LFUCG reserves the right to pursue any and all applicable legal, equitable, and/or administrative remedies against the contractor.
3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - (1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the

compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. If fulfillment of the contract requires the contractor to employ mechanic's or laborers, the contractor further agrees that it can and will comply with the following:

- (1) Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.
- (2) Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required

or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

5. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

6. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

7. The contractor shall include these requirements in numerical paragraphs 5 and 6 in each subcontract exceeding \$100,000 financed in whole or in part with Federal funding.

8. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

9. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

10. The contractor shall include these requirements in numerical paragraphs 8 and 9 in each subcontract exceeding \$100,000 financed in whole or in part with Federal funds.

11. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

12. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency regional office.

13. The contractor shall include these requirements in numerical paragraphs 11 and 12 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.

14. The contractor shall include this language in any subcontract it executes to fulfill the terms of this bid: “the subgrantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with ‘Limited English Proficiency’ in any program or activity receiving federal financial

assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement."

15. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient. The required certification is included here:

a. The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

16. The contractor acknowledges and certifies that it has not been debarred or suspended and further acknowledges and agrees that it must comply with regulations regarding debarred or suspended entities in accordance with 24 CFR § 570.489(1). Funds may not be provided to excluded or disqualified persons.

17. The contractor agrees and certifies that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of all applicable goods, products or materials produced in the United States, in conformity with 2 CFR 200.322 and/or section 70914 of Public Law No. 117-58, §§ 70901-52, also known as the Infrastructure Investment and Jobs Act, whichever is applicable.

18. The contractor agrees and certifies that all activities performed pursuant to any Agreement entered as a result of the contractor's bid, and all goods and services procured under that Agreement, shall comply with 2 C.F.R. § 200.216 (Prohibition on certain telecommunications and video surveillance services and equipment) and 2 C.F.R. 200 § 200..323 (Procurement of recovered materials), to the extent either section is applicable.

19. If this bid involves construction work for a project totaling \$10 million or more, then the contractor further agrees that all laborers and mechanics, etc., employed in the construction of the public facility project assisted with funds provided under this Agreement, whether employed by contractor, or contractor's contractors, or subcontractors, shall be paid wages complying with the Davis-Bacon Act (40 U.S.C. 3141-3144). Contractor agrees that all of contractor's contractors and subcontractors will pay laborers and mechanics the prevailing wage as determined by the Secretary of Labor and that said laborers and mechanics will be paid not less than once a week. The contractor agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. § 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The contractor further agrees to comply with the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. Section 327-333), and the applicable provisions of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. et seq.). Contractor further agrees that it will report all suspected or reported violations of any of the laws identified in this paragraph to LFUCG.

Michael House

Signature

11/6/2024

Date

1.0 SCOPE OF BID

- 1.1 These specifications describe routinely required repair parts necessary to maintain the fleet of vehicles and equipment owned and operated by the Lexington Fayette Urban County Government.
- 1.2 The primary objective of this contract is to provide the Lexington Fayette Urban County Government with repair parts manufactured by the original equipment manufacturer (OEM) of the vehicle being repaired at the best available price. All parts purchased under this contract shall be clearly identified as to their origin as OEM parts. **Bidders must be a certified dealer for any manufacturer represented in his/her bid.**
- 1.3 Vehicle makes owned by LFUCG include but are not limited to: Chevrolet, Dodge, Ford, Honda, Nissan, and Toyota. Autocar, Freightliner, GMC, International, Kenworth, Mack, Peterbilt, and Sterling.

2.0 REQUIREMENTS

- 2.1 Delivery: Vendor shall provide timely delivery of parts during normal working hours, on an as needed basis. Normal delivery hours are Monday through Friday 8:00 am to 4:30 pm, however times could change depending on the operation hours of the facility. Bids which stipulate a minimum order amount for delivery will be rejected. There shall be no delivery charge or fuel surcharge for the term of this contract. In the interest of reducing overall handling cost, the LFUCG will endeavor to minimize and consolidate deliveries whenever possible. A complete and accurate invoice shall accompany each delivery. If an invoice reflects a price increase which has not been approved under the terms stated in paragraph 2.2 then the invoice will not be processed for payment and LFUCG will request that a revised invoice be submitted reflecting the applicable and agreed upon price.
- 2.2 Prices: Bid price level shall remain in effect throughout the term of this contract. Bids including a discount or cost *range* will be rejected. All pricing must utilize manufacturer's reference price level and be verifiable as such. Example: if bidder submits a bid for Ford parts @ list price less 10%, bidder must provide access to the Ford list pricing for parts. **If a bidder submits a bid for International parts @ cost plus 10%, bidder must provide access to his/her actual cost from International. Manufacturer's price information must be available in printed, electronic, or digital format or available online.**
- 2.3 Price Increase: Price increases are allowed however any price increase must be from the manufacturer and not from the vendor/dealer directly, any increase must be proven that it came from the manufacturer. Any increase that is not substantiated shall be rejected by LFUCG.
- 2.4 Parts Warranty: Bidder shall supply warranty terms and details for parts purchased under this contract. Warranty credit shall be written within 2 business days of vendor receiving defective product.
- 2.5 Emergency Purchases: the Lexington Fayette Urban County Government reserves the right to purchase parts and supplies from any available source in an emergency. The following conditions may be considered an emergency:

2.5.1 Contract vendor does not have the needed parts or supplies in stock.

2.5.2 Contract vendor is not open for business when parts or supplies are needed.

2.5.3 Contract vendor cannot deliver in required time.

2.6 Open Market Purchases: The Lexington Fayette Urban County Government reserves the right to purchase parts and supplies from contract vendors or from other sources whereby parts and/or supplies are offered at special, promotional, or "one-time-only" pricing provided that such are discounted below the price established in the Price Contract.

2.7 Core Charges: Under the terms of this contract the LFUCG agrees to provide a suitable core for all rebuilt or exchange parts purchased requiring such an exchange. In the interest of paperwork reduction and lower administrative cost, the LFUCG requires that vendors NOT invoice core deposit charges. A suitable core shall be provided within 5 business days for any purchase that requires a core exchange.

2.8 Special Shipping: If an ordered item is out-of-stock in the bidder's inventory and LFUCG requests special expedited shipping, the cost of the expedited shipping can be passed through to the LFUCG; otherwise no shipping or delivery charges are permitted under the terms of this contract.

3.0 PRICING

3.1 Please log into lonwave and state the OEM vehicle manufacturer your firm represents, price level and discount from list or addition to cost, if any under the line items tab. All valid part numbers shall be included.

3.2 Once you have completed and uploaded your bid package, you will need to check "yes" on the attributes tab to submit.



LEXINGTON

Lexington-Fayette Urban County Government

Lexington, Kentucky
Horse Capital of the World

Type text here

Type text here

Division of Procurement

Date of Issue: 10/28/2024

INVITATION TO BID #156-2024 Heavy Duty Auto Parts OEM - Supplemental

****THIS IS A SUPPLEMENTAL BID. IF YOU WERE AWARDED BID 120-2024 DO NOT RESUBMIT****

Bid Opening Date: November 12, 2024

Bid Opening Time: 2:00 PM

Address: All bids must be submitted on line at <https://lexingtonky.ionwave.net/>

Type of Bid: Price Contract

Pre Bid Meeting: N/A

Pre Bid Time: N/A

Address: N/A

Sealed bids will ONLY be received online at <https://lexingtonky.ionwave.net/> until **2:00 PM**, prevailing local time on **11/12/2024**. Bids must be submitted/uploaded by the above-mentioned date and time.

Bids are to include all shipping, handling and associated fees to the point of delivery (unless otherwise specified in the bid documents below) located at: Lexington, KY

Check One: <input checked="" type="checkbox"/> Bid Specifications Met _____ Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i>	Proposed Delivery: <u>1</u> days after acceptance of bid.
Procurement Card Usage —The Lexington-Fayette Urban County Government may be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

To expedite award, the forms in this document should be completed and uploaded with your bid.

Submitted by: Martin's Peterbilt of Central Kentucky
Firm Name

425 Rogers Rd

Address

Lexington, KY 40505

City, State & Zip

Bid must be signed: Michael House
Signature of Authorized Company Representative – Title

Michael House
Representative's Name (Typed or printed)

859-268-0138

Area Code - Phone – Extension

Fax #

michaelhouse@martinspeterbilt.com

E-Mail Address

The Affidavit in this bid must be completed before your firm can be considered for award of this contract.

AFFIDAVIT

Comes the Affiant, Joshua Naylor, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is Michael House and he/she is the individual submitting the bid or is the authorized representative of Martin's Peterbilt of Central Kentucky, the entity submitting the bid (hereinafter referred to as "Bidder")
2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Bidder has authorized the Division of Procurement to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5. Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.
6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."
7. Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught. Joshua Naylor

STATE OF Kentucky

COUNTY OF Laurel

The foregoing instrument was subscribed, sworn to and acknowledged before me
by Michael House on this the 31st day
of October, 2024.

My Commission expires: 7/11/2027

Joshua Naylor
Notary Public, State of KY
Commission Expires
JULY 11TH, 2027

NOTARY PUBLIC, STATE AT LARGE

Please refer to Section II. Bid Conditions, Item "U" prior to completing this form.

I. GREEN PROCUREMENT

A. ENERGY

The Lexington-Fayette Urban County Government is committed to protecting our environment and being fiscally responsible to our citizens.

The Lexington-Fayette Urban County Government mandates the use of Energy Star compliant products if they are available in the marketplace (go to www.Energystar.gov). If these products are available, but not submitted in your pricing, your bid will be rejected as non-compliant.

ENERGY STAR is a government program that offers businesses and consumers energy-efficient solutions, making it easy to save money while protecting the environment for future generations.

Key Benefits

These products use 25 to 50% less energy
Reduced energy costs without compromising quality or performance
Reduced air pollution because fewer fossil fuels are burned
Significant return on investment
Extended product life and decreased maintenance

B. GREEN SEAL CERTIFIED PRODUCTS

The Lexington-Fayette Urban County Government is also committed to using other environmentally friendly products that do not negatively impact our environment. Green Seal is a non-profit organization devoted to environmental standard setting, product certification, and public education.

Go to www.Greenseal.org to find available certified products. These products will have a reduced impact on the environment and on human health. The products to be used must be pre-approved by the LFUCG prior to commencement of any work in any LFUCG facility. If a Green Seal product is not available, the LFUCG must provide a signed waiver to use an alternate product. Please provide information on the Green Seal products being used with your bid response.

C. GREEN COMMUNITY

The Lexington-Fayette Urban County Government (LFUCG) serves as a principal, along with the University of Kentucky and Fayette County Public Schools, in the Bluegrass Partnership for a Green Community. The Purchasing Team component of the Partnership collaborates on economy of scale purchasing that promotes and enhances environmental initiatives. Specifically, when applicable, each principal is interested in obtaining best value products and/or services which promote environment initiatives via solicitations and awards from the other principals.

If your company is the successful bidder on this Invitation For Bid, do you agree to extend the same product/service pricing to the other principals of the Bluegrass Partnership for a Green Community (i.e. University of Kentucky and Fayette County Schools) if requested?

Yes X No

D. COOPERATIVE CONTRACT

If your company is the successful bidder on this Invitation For Bid, do you agree to extend the same product/service pricing to the other government entities if requested?

Yes X No

II. Bid Conditions

- A. No bid may be withdrawn for a period of sixty (60) days after the date and time set for opening.
- B. No bid may be altered after the date and time set for opening. In the case of obvious errors, the Division of Procurement may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Procurement.
- C. Acceptance of this proposal shall be enactment of an Ordinance by the Urban County Council.
- D. The bidder agrees that the Urban County Government reserves the right to reject any and all bids for either fiscal or technical reasons, and to award each part of the bid separately, all parts to one vendor or all parts to multiple vendors.
- E. Minor exceptions may not eliminate the bidder. The decision as to whether any exception is minor shall be entirely that of the head of the requisitioning Department or Division and the Director of the Division of Procurement. The Urban County Government may waive technicalities and informalities where such waiver would best serve the interests of the Urban County Government.
- F. Manufacturer's catalogue numbers, trade names, etc., where shown herein are for descriptive purposes and are to guide the bidder in interpreting the standard of quality, design, and performance desired, and shall not be construed to exclude proposals based on furnishing other types of materials and/or services. However, any substitution or departure proposed by the bidder must be clearly noted and described; otherwise, it will be assumed that the bidder intends to supply items specifically mentioned in this Invitation for Bids.
- G. The Urban County Government may require demonstrations of the materials proposed herein prior to acceptance of this proposal.
- H. Bids must be submitted on this form and must be signed by the bidder or his authorized representative. Unsigned bids will not be considered.
- I. Bids must be submitted prior to the date and time indicated for opening. Bids submitted after this time will not be considered.
- J. All bids mailed must be submitted in the Ion Wave online portal at <https://lexingtonky.ionwave.net/>
- K. Bidder is requested to show both unit prices and lot prices. In the event of error, the unit price shall prevail.
- L. A certified check or Bid Bond in the amount of XX percent of the bid price must be attached hereto. This check must be made payable to the Lexington-Fayette Urban County Government, and will be returned when the material and/or services specified herein have been delivered in accordance with specifications. In the event of failure to perform within the time period set forth in this bid, it is agreed the certified check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has been awarded.
- M. The delivery dates specified by bidder may be a factor in the determination of the successful bidder.
- N. Tabulations of bids received may be mailed to bidders. Bidders requesting tabulations must enclose a stamped, self-addressed envelope with the bid.
- O. The Lexington-Fayette Urban County Government is exempt from Kentucky Sales Tax and Federal Excise Tax on materials purchased from this bid invitation. Materials purchased by the bidder for construction projects are not tax exempt and are the sole responsibility of the bidder.
- P. All material furnished hereunder must be in full compliance with OSHA regulations.
- Q. If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected.
- R. Signature on the face of this bid by the Bidder or his authorized representative shall be construed as acceptance of and compliance with all terms and conditions contained herein.

- S. The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
- T. The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin;*
- (2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age or national origin;*
- (3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of the non-discrimination clauses required by this section; and*
- (4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses.*

The Act further provides:

KRS 45.610. Hiring minorities - Information required

- (1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetable.*
- (2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.*

KRS 45.620. Action against contractor - Hiring of minority contractor or subcontractor

- (1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.*
- (2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.*
- (3) The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.*

KRS 45.630 Termination of existing employee not required, when

Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that that employee was employed prior to the date of the contract.

KRS 45.640 Minimum skills

Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job.

It is recommended that all of the provisions above quoted to be included as special conditions in each contract. In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his work-force in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

- U. Any party, firm or individual submitting a proposal pursuant to this invitation must be in compliance with the requirements of the Lexington-Fayette Urban County Government regarding taxes and fees before they can be considered for award of this invitation and must maintain a "current" status with regard to those taxes and fees throughout the term of the contract. The contractor must be in compliance with Chapter 13 from the Code of Ordinances of the Lexington-Fayette Urban County Government. The contractor must be in compliance with Ordinance 35-2000 pursuant to contractor registration with the Division of Building Inspection. If applicable, said business must have a Fayette County business license.

Pursuant to KRS 45A.343 and KRS 45A.345, the contractor shall

- (1) Reveal any final determination of a violation by the contractor within the previous five year period pursuant to KRS Chapters 136 (corporation and utility taxes), 139 (sales and use taxes), 141 (income taxes), 337 (wages and hours), 338 (occupational safety and health of employees), 341 (unemployment and compensation) and 342 (labor and human rights) that apply to the contractor; and*
- (2) Be in continuous compliance with the above-mentioned KRS provisions that apply to the contractor for the duration of the contract.*

A contractor's failure to reveal the above or to comply with such provisions for the duration of the contract shall be grounds for cancellation of the contract and disqualification of the contractor from eligibility for future contracts for a period of two (2) years.

- V. Vendors who respond to this invitation have the right to file a notice of contention associated with the bid process or to file a notice of appeal of the recommendation made by the Director of Procurement resulting from this invitation.

Notice of contention with the bid process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Procurement or (2) submitting a written request for a meeting with the Director of Procurement to explain his/her contention with the bid process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Procurement shall promptly respond in writing findings as to the compliance with bid processes. If, based on this review, a bid process irregularity is deemed to have occurred the Director of Procurement will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a bid recommendation must be filed within 3 business days of the bid recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Procurement or (2) submitting a written request for a meeting with the Director of Procurement to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Procurement shall in writing, affirm or withdraw the recommendation.

III. Procurement Contract Bid Conditions

- A. The terms of this agreement shall be for 1 year(s) from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be automatically extended for an additional 1 year(s) renewal. This contract may be canceled by either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.
- B. Price Changes **(Space Checked Applies)**
 - (XXX)1. Prices quoted in response to the Invitation shall be firm prices for the first 90 days of the Procurement Contract. After 90 days, prices may be subject to revision and such changes shall be based on general industry changes. Revision may be either increases or decreases and may be requested by either party. There will be no more than one (1) price adjustment per quarter. Requests for price changes shall be received in writing at least twenty (20) days prior to the effective date and are subject to written acceptance before becoming effective. Proof of the validity of a request for revision shall be responsibility of the requesting party. The Lexington-Fayette Urban County Government shall receive the benefit of any decline that the seller shall offer his other accounts.
 - () 2. No provision for price change is made herein. Prices are to be firm for the term of this contract.
 - () 3. See bid specifications.
- C. If any contract item is not available from the vendor, the Lexington-Fayette Urban County Government, at its option, may permit the item to be back-ordered or may procure the item on the open market.
- D. All invoices must bear reference to the Lexington-Fayette Urban County Government Purchasing document numbers which are being billed.
- E. This contract may be canceled by the Lexington-Fayette Urban County Government if it is determined that the Bidder has failed to perform under the terms of this agreement, such cancellation to be effective upon receipt of written notice of cancellation by the Bidder.
- F. No substitutions for articles specified herein may be made without prior approval of the Division of Procurement.

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states: *The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability.*
- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states: *The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.*

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, veteran status, disability and age.

Michael House
Signature

Martin's Peterbilt of Central Kentucky
Name of Business

GENERAL PROVISIONS OF BID CONTRACT

By signing the below, bidder acknowledges that it understands and agrees with the following provisions related to its bid response and the provision of any goods or services to LFUCG upon selection by LFUCG pursuant to the bid request:

1. Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good. All applicable state laws, ordinances and resolutions (including but not limited to Section 2-33 (Discrimination due to sexual orientation or gender identity) and Chapter 13 (Licenses and Regulations) of the Lexington-Fayette Urban County Government Code of Ordinances, and Resolution No. 484-17 (Minority, Women, and Veteran-Owned Businesses)) and the regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.
2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.
3. Addenda: All addenda and IonWave Q&A, if any, must be considered by the bidder in making its response, and such addenda shall be made a part of the requirements of the bid contract. Before submitting a bid response, it is incumbent upon bidder to be informed as to whether any addenda have been issued, and the failure of the bidder to cover any such addenda may result in disqualification of that response.
4. Bid Reservations: LFUCG reserves the right to reject any or all bid responses, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by bidder in the preparation of its response.
6. Changes/Alterations: Bidder may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the bid response, and received by LFUCG prior to the scheduled closing time for receipt of bids, will be accepted. The bid response when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of bid response".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from any bidder.
8. Bribery Clause: By his/her signature on its response, bidder certifies that no employee of his/hers, any affiliate or subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.
9. Additional Information: While not necessary, the bidder may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the bid response. Additional documentation shall not serve as a substitute for other documentation which is required by the LFUCG to be submitted with the bid response.
10. Ambiguity, Conflict or other Errors: If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the bid request of LFUCG, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting its bid response, the bidder agrees that it has carefully examined the specifications and all provisions relating to LFUCG's bid request, including but not limited to the bid contract. By submission of its bid response, bidder states that it understands the meaning, intent and requirements of LFUCG's bid request and agrees to the same. The successful bidder shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to bidder shall be authorized for services, expenses, or goods reasonably covered under these provisions that the bidder omits from its bid response.
12. Cancellation: LFUCG may unilaterally terminate the bid contract with the selected bidder(s) at any time, with or without cause, by providing at least thirty (30) days advance written notice unless a different advance written notice

period is negotiated prior to contract approval. Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. Assignment of Contract: The selected bidder(s) shall not assign or subcontract any portion of the bid contract with LFUCG without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this bid proposal or bid contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. Authority to do Business: Each bidder must be authorized to do business under the laws of the Commonwealth of Kentucky and must be in good standing and have full legal capacity to provide the goods or services specified in the bid proposal. Each bidder must have all necessary right and lawful authority to submit the bid response and enter into the bid contract for the full term hereof including any necessary corporate or other action authorizing the bidder to submit the bid response and enter into this bid contract. If requested, the bidder will provide LFUCG with a copy of a corporate resolution authorizing this action and/or a letter from an attorney confirming that the proposer is authorized to do business in the Commonwealth of Kentucky. All bid responses must be signed by a duly authorized officer, agent or employee of the bidder.
16. Governing Law: This bid request and bid contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this matter, the bidder agrees that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division and that the bidder expressly consents to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to these matters or any rights or obligations arising thereunder.
17. Ability to Meet Obligations: Bidder affirmatively states that there are no actions, suits or proceedings of any kind pending against bidder or, to the knowledge of the bidder, threatened against the bidder before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of bidder to perform its obligations under this bid response or bid contract, or which question the legality, validity or enforceability hereof or thereof.
18. Price Discrepancy: When applicable, in case of price discrepancy, unit bid price written in words will prevail followed by unit price written in numbers then total amount bid per line item.
19. Bidder understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Bidder is an independent contractor at all times related to the bid response or bid contract.
20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.
21. If any term or provision of this bid contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

Michael House
Signature

10/31/24
Date

WORKFORCE ANALYSIS FORM

Name of Organization: Martin's Peterbilt of Central Kentucky

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African- American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators	2		X														
Professionals	8	x															
Superintendents	1	x															
Supervisors	3	x															
Foremen	1	x															
Technicians	12	x															
Protective Service	0	N/A															
Para-Professionals	0	N/A															
Office/Clerical	3		X														
Skilled Craft	0	N/A															
Service/Maintenance	1	X															
Total:	31																

Prepared by: Michael House **Date:** 10 / 31 / 2024

(Name and Title)

Revised 2015-Dec-15

**DIRECTOR, DIVISION OF PROCUREMENT
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
200 EAST MAIN STREET
LEXINGTON, KENTUCKY 40507**

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE
EQUAL EMPLOYMENT OPPORTUNITIES AND DBE CONTRACT PARTICIPATION**

The Lexington-Fayette Urban County Government has a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

For assistance in locating certified DBEs, MBEs, WBEs, VOSBs and/or VOSBs, contact Sherita Miller at 859/258-3320 or by writing the address listed below:

Sherita Miller, MPA, CPSD
Minority Business Enterprise Liaison
Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
smiller@lexingtonky.gov
859-258-3323



LEXINGTON

MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA, CPSD
Minority Business Enterprise Liaison
Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
smiller@lexingtonky.gov
859-258-3323

OUR MISSION: The mission of the Minority Business Enterprise Program (MBEP) is to facilitate the full participation of minority and women owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long- term economic viability of Lexington-Fayette Urban County Government.

To that end the urban county council adopted and implemented Resolution 272-2024 – a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals:

Certified Disadvantaged Business Enterprise (DBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a person(s) who is socially and economically disadvantaged as define by 49 CFR subpart 26.

Certified Minority Business Enterprise (MBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. Black American, Asian American, Hispanic American, Native American)

Certified Women Business Enterprise (WBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a woman.

Certified Veteran-Owned Small Business (VOSB) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

Certified Service -Disabled Veteran Owned Small Business (SDVOSB) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a disabled veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

The term “Certified” shall mean the business is appropriately certified, licensed, verified, or validated by an organization or entity recognized by the Division of Procurement as having the appropriate credentials to make a determination as to the status of the business.

The following certifications are recognized and accepted by the MBEP:

Kentucky Transportation Cabinet (KYTC), Disadvantaged Business Enterprise (DBE)
Kentucky Minority and Women Business Enterprise (MWBE)
Women's Business Enterprise National Council (WBENC)
National Women Business Owners Corporation (NWBOC)
National Minority Supplier Development Council (NMSDC)
Tri-State Minority Supplier Development Council (TSMSSDC)
U.S. Small Business Administration Veteran Small Business Certification (VetCert)
Kentucky Service- Disabled Veteran Owned Small Business (SDVOSB)

To comply with Resolution 272-2024, prime contractors, minority and women business enterprises, veteran owned small businesses, and service-disabled veteran owned small businesses must complete monthly contract compliance audits in the Diverse Business Management Compliance system, <https://lexingtonky.diversitycompliance.com/>

A list of organizations that certify and/or maintain lists of certified businesses (i.e. DBE, MBE, WBE, VOSB and/or SDVOSB) is available upon request by emailing, Sherita Miller, smiller@lexingtonky.gov.



LEXINGTON

LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # _____

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to the Division of Procurement for approval immediately.

Failure to submit a completed form may cause rejection of the bid.

MWBE Company, Name, Address, Phone, Email	DBE/MBE WBE/VOSB/SDVOSB	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.				
2.				
3.				
4.				

The undersigned company representative submits the above list of MDWBE and veteran firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Company

Company Representative

Date

Title



LEXINGTON

LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # _____

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to the Division of Procurement for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project. **Note: Form required if a subcontractor is being substituted on a contract.**

SUBSTITUTED DBE/MBE/WBE/VOSB Company Name, Address, Phone, Email	DBE/MBE/WBE/VOSB/SDVOSB Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1.					
2.					
3.					
4.					

The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Company

Company Representative

Date

Title



DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS AND OUTREACH PLANS

As affirmed in Resolution Number 272-2024, the Urban County Council has adopted an annual aspirational goal of utilizing at least seventeen percent (17%) of public funds spend from certain discretionary agreements with certified Minority Business Enterprises (MBEs) and certified Woman Business Enterprises (WBEs); utilizing at least three percent (3%) of public funds from certain discretionary agreements with Certified Veteran-Owned Small Business and Certified Service-Disabled Veteran-Owned Small Businesses (VOSBs); and utilizing Disadvantaged Business Enterprises (DBEs) where applicable. Bidders should make every effort to achieve these goals.

Therefore, as an element of the responsiveness of the bid, all Bidders are required to submit documentation of their good faith and outreach efforts to ensure all businesses, including small and disadvantaged businesses such as minority-, woman-, and veteran-owned businesses, have an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement. Examples of good faith and outreach efforts that satisfy this requirement to encourage the participation of, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs include:

1. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women, and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to participate.
2. Attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year to meet new small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to partner with on LFUCG contracts and procurements.
3. Attended pre-bid/pre-proposal meetings that were scheduled by LFUCG to inform small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs of subcontracting opportunities.
4. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs.
5. Requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
6. Contacted organizations that work with small, DBE, MBE, WBE, and VOSB companies for assistance in finding certified DBEs, MBEs, WBEs, VOSB and/or SDVOSBs to work on this project. Those contacted and their responses must be a part of the bidder's outreach efforts documentation.
7. Sent written notices, by certified mail, email, or facsimile, to qualified, certified small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
8. Followed up initial solicitations by contacting small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs via tailored communications to determine their level of interest.

9. Provided the interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs with adequate and timely information about the plans, specifications, and requirements of the contract.
10. Selected portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs in order to increase the likelihood of subcontracting participation. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate small, DBE, MBE, WBE, VOSB and/or SDVOSB participation, even when the prime contractor may otherwise perform these work items with its own workforce.
11. Negotiated in good faith with interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection must be so noted in writing with a description as to why an agreement could not be reached.
12. Included documentation of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs that were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
 - a. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a small business', DBE's MBE's, WBE's, VOSB's and/or SDVOSB's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy the participation goals.
13. Made an effort to offer assistance to or refer interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal.
14. Made efforts to expand the search for small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.
15. Other – any other evidence that the bidder submits that may demonstrate that the bidder has made reasonable efforts to include small, DBE, MBE, WBE, VOSB and/or SDVOSB participation.

Bidder must document, with specificity, each of the efforts it made to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs as subcontractors in the procurement, including the date on which each effort was made, the medium through which each effort was made, and the outcome of each effort.

Note: Failure to submit the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the Bid, regardless of the proposed level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation in the procurement. If the Good Faith and Outreach Effort documentation is not submitted with the bid response, the bid may be rejected.

OUTREACH EFFORTS EVALUATION

Outreach efforts demonstrated by the bidder or respondent will be evaluated on a pass/fail basis.

ATTACHMENT A – SMALL AND DISADVANTAGED, MINORITY-, WOMEN-, AND VETERAN-OWNED BUSINESS OUTREACH PLAN

Proposer Name:	_____	Date:	_____
Project Name:	_____	Project Number:	_____
Contact Name:	_____	Telephone:	_____
Email:	_____		

The mission of the Minority Business Enterprise Program is to facilitate the full participation of disadvantaged businesses, minority-, women-, veteran-, and service-disabled veteran-owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long -term economic viability of Lexington-Fayette Urban County Government.

To that end, small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, must have an equal opportunity to be utilized in the performance of contracts with public funds spent from certain discretionary agreements. By submitting its offer, Bidder/Proposer certifies that it has taken, and if there are further opportunities will take, reasonable steps to ensure that small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, are provided an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement.

The information submitted in response to this clause will not be considered in any scored evaluation. Failure to submit this form may cause the bid or proposal to be rejected.

Is the Bidder/ Proposer a certified firm? Yes ☐ No ☐

If yes, indicate all certification type(s):

DBE ☐ MBE ☐ WBE ☐ SBE ☐ VOSB/SDVOSB ☐

and supply a copy of the certificate and/or certification letter if not currently listed on the city's Minority Business Enterprise Program's (MBEP) certified list.

1. Include a list of firms that Bidder/ Proposer has had a contractual relationship with within the last two years that are minority-owned, woman-owned, veteran-owned or small businesses, regardless of their certification status.

 Click or tap here to enter text. 

2. Does Bidder/Proposer foresee any subcontracting opportunities for this procurement?

Yes ☐ No ☐

If no, please explain why in the field below. Do not complete the rest of this form and submit this first page with your bid and/or proposal.

If yes, please complete the following pages and submit all pages with your bid and/or proposal.

Describe the steps Bidder/Proposer took to solicit small and disadvantaged businesses, including MBEs, WBEs, VOSBs, and SDVOSBs, for subcontracting opportunities for this procurement.

3. Check the good faith and outreach efforts the Bidder/Proposer used to encourage the participation of small and disadvantaged businesses including, MBEs, WBEs, VOSBs and SDVOSBs:

- ☐ Bidder placed advertisements in search of prospective small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs for the solicitation.
- ☐ Bidder attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year.
- ☐ Bidder attended pre-bid and/or pre-proposal meetings for this solicitation.
- ☐ Bidder sponsored an Economic Inclusion Outreach event.
- ☐ Bidder requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG.
- ☐ Bidder contacted organizations that work with small, DBE, MBE, WBE, VOSB and/or SDVOSB companies.
- ☐ Bidder sent written notices to certified small, DBE, MBE, WBE, VOSB and SDVOSB businesses.
- ☐ Bidder followed up to initial solicitations with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB.
- ☐ Bidder provided small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses interested in performing the solicited work with prompt access to the plans, specifications, scope of work, and requirements of the solicitation.
- ☐ Bidder made efforts to segment portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, including dividing sub-bid/partnership opportunities into economically feasible units/parcels, to facilitate participation.

- ☐ Bidder negotiated in good faith with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses.
- ☐ Bidder provided adequate rationale for rejecting any small business', DBEs, MBEs, WBEs, VOSBs or SDVOSBs for lack of qualifications.
- ☐ Bidder offered assistance in obtaining bonding, insurance, financial, equipment, or other resources to small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, in an effort to assist them in meeting project requirements.
- ☐ Bidder made efforts to expand the search for small businesses, DBEs MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.
- ☐ Bidder made other reasonable efforts to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation.

4. Bidder/Proposer must include documentation, including the date each effort was made, the medium through which each effort was made, and the outcome of each effort with this form, regardless of the level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation. Examples of required documentation include copies of email communications, copies of newspaper advertisements, or copies of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs or SDVOSBs.

 Click or tap here to enter text. 

For detailed information regarding outreach efforts that satisfy the MBE Program's requirements, please see "Documentation Required for Good Faith Efforts and Outreach Plans" page.

Note: The Bidder/Proposer must be willing to report the identity of each subcontractor and the value of each subcontract to MBEP if awarded a contract from this procurement.

Failure to submit the documentation requested may be cause for rejection of the bid. Bidders may include any other documentation deemed relevant to this requirement, which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the bid, regardless of the proposed level of SBEs, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation in the procurement. If the Good Faith and Outreach Effort Form and associated documentation is not submitted with the bid response, the bid may be rejected.

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Title

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**AMENDMENT 1 —
CERTIFICATION OF COMPLIANCE FOR EXPENDITURES USING FEDERAL FUNDS,
INCLUDING THE AMERICAN RESCUE PLAN ACT**

1

The Lexington-Fayette Urban County Government ("LFUCG") ~~Quinn's CATPA~~ is providing to pay for the goods and/or services that are the subject matter of this bid. That Federal funding may include funds received by LFUCG under the American Rescue Plan Act of 2021. Expenditures using Federal funds require evidence of the contractor's compliance with Federal law. Therefore, by the signature below of an authorized company representative, you certify that the information below is understood, agreed, and correct. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

The bidder (hereafter "bidder," or "contractor") agrees and understands that in addition to all conditions stated within the attached bid documents, the following conditions will also apply to any Agreement entered between bidder and LFUCG, if LFUCG uses Federal funds, including but not limited to funding received by LFUCG under the American Rescue Plan Act ("ARPA"), toward payment of goods and/or services referenced in this bid. The bidder also agrees and understands that if there is a conflict between the terms included elsewhere in this Request for Proposal and the terms of this Amendment 1, then the terms of Amendment 1 shall control. The bidder further certifies that it can and will comply with these conditions, if this bid is accepted and an Agreement is executed:

1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.

2. Pursuant to 24 CFR § 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR § 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. However, if LFUCG suspects a breach of the terms of the Agreement and/or that the contractor is violating the terms of any applicable law governing the use of Federal funds, LFUCG may suspend the contractor's ability to receive payment by giving thirty (30) days' advance written notice. Further, either party may terminate this Agreement for cause shown with thirty (30) days written notice, which shall explain the party's cause for the termination. If the parties do not reach a settlement before the end of the 30 days, then the Agreement shall terminate on the thirtieth day. In the event of a breach, LFUCG reserves the right to pursue any and all applicable legal, equitable, and/or administrative remedies against the contractor.

3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

- (1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the

compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. If fulfillment of the contract requires the contractor to employ mechanic's or laborers, the contractor further agrees that it can and will comply with the following:

- (1) Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.
- (2) Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required

or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

5. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

6. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

7. The contractor shall include these requirements in numerical paragraphs 5 and 6 in each subcontract exceeding \$100,000 financed in whole or in part with Federal funding.

8. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

9. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

10. The contractor shall include these requirements in numerical paragraphs 8 and 9 in each subcontract exceeding \$100,000 financed in whole or in part with Federal funds.

11. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

12. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency regional office.

13. The contractor shall include these requirements in numerical paragraphs 11 and 12 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.

14. The contractor shall include this language in any subcontract it executes to fulfill the terms of this bid: “the subgrantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with ‘Limited English Proficiency’ in any program or activity receiving federal financial

assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement."

15. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient. The required certification is included here:

a. The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

16. The contractor acknowledges and certifies that it has not been debarred or suspended and further acknowledges and agrees that it must comply with regulations regarding debarred or suspended entities in accordance with 24 CFR § 570.489(l). Funds may not be provided to excluded or disqualified persons.

17. The contractor agrees and certifies that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of all applicable goods, products or materials produced in the United States, in conformity with 2 CFR 200.322 and/or section 70914 of Public Law No. 117-58, §§ 70901-52, also known as the Infrastructure Investment and Jobs Act, whichever is applicable.

18. The contractor agrees and certifies that all activities performed pursuant to any Agreement entered as a result of the contractor's bid, and all goods and services procured under that Agreement, shall comply with 2 C.F.R. § 200.216 (Prohibition on certain telecommunications and video surveillance services and equipment) and 2 C.F.R. 200 § 200.323 (Procurement of recovered materials), to the extent either section is applicable.

19. If this bid involves construction work for a project totaling \$10 million or more, then the contractor further agrees that all laborers and mechanics, etc., employed in the construction of the public facility project assisted with funds provided under this Agreement, whether employed by contractor, or contractor's contractors, or subcontractors, shall be paid wages complying with the Davis-Bacon Act (40 U.S.C. 3141-3144). Contractor agrees that all of contractor's contractors and subcontractors will pay laborers and mechanics the prevailing wage as determined by the Secretary of Labor and that said laborers and mechanics will be paid not less than once a week. The contractor agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. § 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The contractor further agrees to comply with the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. Section 327-333), and the applicable provisions of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. et seq.). Contractor further agrees that it will report all suspected or reported violations of any of the laws identified in this paragraph to LFUCG.

Michael House

Signature

10/31/2024

Date

1.0 SCOPE OF BID

- 1.1 These specifications describe routinely required repair parts necessary to maintain the fleet of heavy duty trucks and equipment owned and operated by the Lexington Fayette Urban County Government.
- 1.2 The primary objective of this contract is to provide the Lexington Fayette Urban County Government with the highest quality repair parts at the best available price. The Lexington Fayette Urban County Government retains the right to determine the usability, suitability, overall quality and value of all parts and supplies purchased under this contract.
- 1.3 Vehicle makes owned by LFUCG in this category include (but not limited to): Autocar, Mack, Peterbilt, Kenworth, International, Ford, Sterling, Freightliner, and GMC.

2.0 REQUIREMENTS

- 2.1 Delivery: Vendor shall provide timely delivery of parts during normal working hours, on an as needed basis. Normal delivery hours are Monday through Friday 8:00 am to 4:30 pm, however times could change depending on the operation hours of the facility. Bids which stipulate a minimum order amount for delivery will be rejected. There shall be no delivery charge or fuel surcharge for the term of this contract. In the interest of reducing overall handling cost, the LFUCG will endeavor to minimize and consolidate deliveries whenever possible. A complete and accurate invoice shall accompany each delivery. If an invoice reflects a price increase which has not been approved under the terms stated in paragraph 2.2 the invoice will not be processed for payment and LFUCG will request that a revised invoice be submitted reflecting the applicable and agreed upon price.
- 2.2 Prices: Bid price levels shall remain in effect throughout the term of this contract. Bids including a discount or cost **range** will be rejected. All pricing must utilize a part manufacturer's reference price level and be **verifiable** as such. Example: if bidder submits a bid for Acme piston rings @ list price less 10%, bidder must provide the published Acme list price sheet for piston rings. **Verifiable manufacturer's price information must be available in printed, electronic, or digital format or available online.**
- 2.3 Price Increase: Price increases are allowed however any price increase must be from the manufacturer and not from the vendor/dealer directly, any increase must be proven that it came from the manufacturer. Any increase that is not substantiated shall be rejected by LFUCG.
- 2.4 Parts Warranty: Bidder shall supply warranty terms and details for each manufacturer represented in bid package. Part warranties shall be used in the evaluation of bids and in purchasing decisions made under the terms of this contract. Warranty credit shall be written within 2 business days of vendor receiving defective product.
- 2.5 Literature: Bidder shall supply printed, electronic, or online access to catalogs of manufacturers represented in bid. Bidder shall also be responsible for providing documentation of the manufacturer's benchmark prices from which LFUCG's price is derived.
- 2.6 Emergency Purchases: the Lexington Fayette Urban County Government reserves the right to purchase parts and supplies from any available source in an emergency. The following conditions may be considered an emergency:

2.6.1 Contract vendor does not have the needed parts or supplies in stock.

2.6.2 Contract vendor is not open for business when parts or supplies are needed.

2.6.3 Contract vendor cannot deliver in required time.

2.7 Open Market Purchases: The Lexington Fayette Urban County Government reserves the right to purchase parts and supplies from contract vendors or from other sources whereby parts and/or supplies are offered at special, promotional, or "one-time-only" pricing provided that such are discounted below the price established in the Price Contract.

2.8 Core Charges: Under the terms of this contract the LFUCG agrees to provide a suitable core for all rebuilt or exchange parts purchased requiring such an exchange. In the interest of paperwork reduction and lower administrative cost, the LFUCG requires that vendors NOT invoice core deposit charges. A suitable core shall be provided within 5 business days for any purchase that requires a core exchange.

2.9 Special Shipping: If an ordered item is out-of-stock in the bidders inventory and LFUCG requests special expedited shipping, the cost of the expedited shipping can be passed through to the LFUCG; otherwise no shipping or delivery charges are permitted under the terms of this contract.

2.10 LFUCG Contract: This will be an exclusive LFUCG contract, bids will not be accepted that are piggybacked or referred to, off any Federal, State or any other local contracts.

3.0 INSTRUCTIONS

3.1 In each category for which your company can provide the listed items, indicate the name of the manufacturer and the price discount level of your bid.

3.2 For each brand name indicated on your bid, it will be assumed that the full line of that brand is offered at the bid price level.

3.3 **Once you have completed and uploaded your bid package you will be required to check "yes" on the attributes tab.**

	Parts	Manufacturer (Brand)	Price Level
4.0	ENGINE PARTS	Cummins/CAT/Paccar	<i>List minus a percentage</i>

4.1	Pistons, piston pins, piston rings, camshafts, valves, lifters, pushrods, bearing inserts, timing chains, sprockets, oil pumps, motor mounts, etc.	Cummis/CAT/Paccar	25%
4.2	In-frame kits, camshafts, valve gear, fuel injection parts, engine management parts, oil, fuel, and water pumps (diesel applications)	Cummis/CAT/Paccar	25%
4.3	Engine gaskets, gasket sets (gas & diesel applications)	Cummis/CAT/Paccar	25%
5.0	DRIVELINE PARTS	Spicer/Meritor	
5.1	Clutch discs, pressure plates.	Spicer/Meritor	25%
5.2	Universal Joints, yokes, driveline hardware.	Spicer/Meritor	25%
5.3	Power take-off gearboxes, PTO gears and parts.	Spicer/Meritor	25%
6.0	SUSPENSION AND STEERING PARTS	Paccar/TRP/TRW	
6.1	Ball joints, tie rod ends, drag links, idler arms, pitman arms, king pins, etc.	Paccar/TRP/TRW	25%
6.2	Coil Springs	Paccar/TRP/TRW	25%
6.3	Shock Absorbers & Struts	Paccar/TRP/TRW	25%
6.4	Power steering pumps	Paccar/TRP/TRW	25%
6.5	Power Steering Hose (pre-assembled OEM style)	Paccar/TRP/TRW	25%
6.6	Leaf Springs "new and rebuilt"- Heavy-Duty	Paccar/TRP/TRW	25%
7.0	SEALS, BEARINGS	CR Seal/Stemco/Timken	
7.1	Seals - This category is for full coverage seal lines such as Chicago Rawhide, National, Stemco, etc.	CR Seal/Stemco/Timken	25%
7.2	Bearings - This category is for full coverage bearing lines such as Bower/BCA, Federal Mogul, Timken, etc.	CR Seal/Stemco/Timken	25%
8.0	WHEELS	TRP/Orrco	
8.1	Wheels, rims, lock rings - medium & heavy truck	TRP/Orrco	25%
9.0	BRAKE PARTS	Neobrake/Bendix/Haldex	
9.1	Medium and Heavy Truck	Neobrake/Bendix/Haldex	25%
9.1.1	Lined brake shoes, disc brake pads	Neobrake/Bendix/Haldex	25%
9.1.2	Brake drums, disc brake rotors	Neobrake/Bendix/Haldex	25%
9.1.3	Hydra-boost units	Neobrake/Bendix/Haldex	25%
9.1.4	Air Brake Parts: air compressors (New and Remanufactured)	Neobrake/Bendix/Haldex	25%
9.1.5	Air Brake Parts: brake chambers	Neobrake/Bendix/Haldex	25%
9.1.6	Air Brake Parts: slack adjusters	Neobrake/Bendix/Haldex	25%
9.1.7	Air Brake Parts: governors, valves, repair kits, plumbing hardware, pre-assembled brake hose, driers, etc	Neobrake/Bendix/Haldex	25%
10.0	EXHAUST SYSTEM PARTS		
10.1	New turbos	Turbocharger Solutions	25%

10.2	Remanufactured turbos	Paccar/Cat/Cummins	25%
10.3	Aftermarket turbos	Turbocharger Solutions	25%
10.4	Mufflers, exhaust pipes, tail pipes, clamps, hangers, exhaust hardware and accessories: heavy-duty	Paccar/Grandrock	25%
11.0	ELECTRICAL PARTS	Imperial Supplies/Paccar	
11.1	Primary wire, bulk battery cable, wire terminals, battery cable makeup supplies	Imperial Supplies	25%
11.2	Battery cable - pre assembled OEM style	Paccar	25%
11.3	Lamps (bulbs) - sealed beam, miniature, etc.	Paccar	25%
11.4	Light assemblies, lenses, and safety lights. (lighting equipment commonly found on trailers and larger trucks such as Grote, Truck-Lite, Peterson, etc.)	Paccar	25%
11.5	Remanufactured starters and alternators	Delco/Paccar/Mitsubishi	25%
11.6	New starters and alternators	Delco/Paccar/Mitsubishi	25%
11.7	Charging System Parts: voltage regulators, diode packs, etc.	Imperial Supplies	25%
12.0	FUEL SYSTEM PARTS		
12.1	Injection pumps	Cummis/CAT/Paccar	25%
12.2	Fuel injectors	Cummis/CAT/Paccar	25%
13.0	COOLING SYSTEM PARTS		
13.1	Water Pumps	Cummis/CAT/Paccar	25%
13.2	Radiators (new, complete, OEM style)	Roppel/Paccar	25%
13.3	Thermostats	Cummis/CAT/Paccar	25%
13.4	Coolant Hose: Straight radiator hose, molded hose, heater hose, including silicone	Paccar	25%
13.5	Fan Belts	Cummis/CAT/Paccar	25%
13.6	Hose Clamps	Imperial Supplies	25%
14.0	HEATING AND AIR CONDITIONING PARTS	Paccar/MEI	
14.1	A/C compressors, clutches, evaporators, valves, driers, etc.	Paccar/MEI	25%
14.2	Blower motors, switches, resistors, etc.	Paccar/MEI	25%
14.3	Heater cores (new)	Paccar/MEI	25%
15.0	MISCELLANEOUS PARTS		
15.1	Caps: fuel, oil, radiator	Paccar	25%
15.2	Windshield wiper motors	Paccar	25%
15.3	Windshield wiper blades, arms, refills, washer pumps	Paccar	25%

15.4	Miscellaneous automotive hardware line such as Dorman, Motormite, Champ Service, Au-ve-co, etc.		
15.5	Non-Categorized: Enter any lines here you wish to offer for which no appropriate category exists on this form.		
15.5	Non-Categorized: Enter any lines here you wish to offer for which no appropriate category exists on this form.		
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15.5	Non-Categorized: Enter any lines here you wish to offer for which no appropriate category exists on this form.		
15.5	Non-Categorized: Enter any lines here you wish to offer for which no appropriate category exists on this form.		
17.0	<i>EXCHANGE ENGINES/TRANSMISSIONS</i>	please indicate brand name and warranty terms	
17.1	Remanufactured engine assemblies	Cummins/CAT/Paccar	25%
17.2	Remanufactured Allison automatic transmissions	General/Weller	25%



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 1220-24

File ID: 1220-24

Type: Resolution

Status: Approved

Version: 1

Contract #: 359-2024

In Control: Urban County
Council

File Created: 11/25/2024

File Name: NDF List 12/3/24

Final Action: 12/03/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Agreements related to Neighborhood Development Funds with Grin Grant, Inc. (\$2,500); Sister and Supporters Working Against Gun Violence, Inc. (\$2,500); Bluegrass Families First, Inc. (\$1,000); African American Arts Association Inc. (\$1,650); Community Inspired Lexington, Inc. (\$1,350); Share Ky., Inc. (\$1,000); Lexington Fire Dept. (\$3,000); Lexington Housing for the Handicapped, Inc. (\$1,000); Natalie's Sisters, Inc. (\$300); Friends of the Lexington Senior Center, Inc. (\$500); the Nest- Center for Women, Children and Families (\$200); Bates Creek High School PTSA, Inc. (\$2,850.00); Belleau Wood Neighborhood Association, Inc. (\$8,674); Ky. Society, Sons of the American Revolution, Inc. (\$1,700); Uniting Voices, Inc. (\$675); Lexington Ballet Co., Inc. (\$800); and Institute 193 Incorporated (\$2,500), for the Office of the Urban County Council, at a cost not to exceed the sum stated. [Council Office, Hall]

Notes: The Nest, Bates Creek High School, Natalie's Sisters, Kentucky Society, Community Inspired Lexington, Bluegrass Families First, Lexington Housing, Belleau Woods, Sisters and Supporters for the Handicapped, Share stamped and filed in the CCO. 12/12/2024. MS

United Voices of Lexington filed in the CCO 12/18/2024. MS

Institute 193 filed in the CCO 12/13/2024. MS
Lexington Senior Center 2.24.25 AA

Sponsors:

Enactment Date: 12/03/2024

Attachments: NDF List 12.3.24 (1), RESO 1220-24 NDF List 12-3-2024 4909-4770-2785 v.1.docx, R-609-2024, Contract #359-2024 -SHARE, Contract #359-2024 -LexHousing for the Handicapped, Contract #359-2024 - Bluegrass Families, Contract #359-2024 -Grin Grant, Contract #359-2024 - Community Inspired, Contract #359-2024 - KY Sons of the America Revolution, Contract #359-2024 - Bates Creek, Contract #359-2024 - Sisters andSupporters, Contract #359-2024 - Belleua Wood, Contract #359-2024 -Lex Ballet, Contract #359-2024 - Natalies Sisters, Contract #359-2024 -The Nest, Contract #359-2024 - Friends of the Lexington Senior

Enactment Number: R-609-2024

Center

Deed #:**Hearing Date:****Drafter:****Effective Date:****History of Legislative File**

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	12/03/2024	Approved and Referred to Docket	Urban County Council	12/03/2024		Pass
1	Urban County Council	12/03/2024	Received First Reading	Urban County Council	12/05/2024		
1	Urban County Council	12/03/2024	Suspended Rules for Second Reading				Pass
1	Urban County Council	12/03/2024	Approved				Pass

Text of Legislative File 1220-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Agreements related to Neighborhood Development Funds with Grin Grant, Inc. (\$2,500); Sister and Supporters Working Against Gun Violence, Inc. (\$2,500); Bluegrass Families First, Inc. (\$1,000); African American Arts Association Inc. (\$1,650); Community Inspired Lexington, Inc. (\$1,350); Share Ky., Inc. (\$1,000); Lexington Fire Dept. (\$3,000); Lexington Housing for the Handicapped, Inc. (\$1,000); Natalie's Sisters, Inc. (\$300); Friends of the Lexington Senior Center, Inc. (\$500); the Nest- Center for Women, Children and Families (\$200); Tates Creek High School PTSA, Inc. (\$2,850.00); Belleau Wood Neighborhood Association, Inc. (\$8,674); Ky. Society, Sons of the American Revolution, Inc. (\$1,700); Uniting Voices, Inc. (\$675); Lexington Ballet Co., Inc. (\$800); and Institute 193 Incorporated (\$2,500), for the Office of the Urban County Council, at a cost not to exceed the sum stated. [Council Office, Hall]

..Summary

Organization:

Grin Grant Inc.

Mary Shashy

2420 Parterre Pl.

Lexington, KY 40504

Purpose:

To cover preliminary dental services for uninsured individuals in long-term recovery

Amount:

\$ 2,500.00

Organization:

Sisters and Supporters Working Against Gun Violence

Tonya Lindsey

PO Box 11204

Lexington, KY 40574

Purpose:

To support their annual holiday giving to families impacted by gun violence including providing breakfast and

gifts for ages newborn to 17 years of age

Amount:

\$ 2,500.00

Organization:

Bluegrass Families First
Travis Young
PO Box 1663
Lexington, KY 40588

Purpose:

For sponsorship of the annual Jean Sabharwal Award

Amount:

\$ 1,000.00

Organization:

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

Purpose:

For support of the LexYouth Collective Initiative

Amount:

\$ 1,650.00

Organization:

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

Purpose:

To support their annual Christmas giveaway which provides holiday gifts for approximately 200 families and individuals in need

Amount:

\$ 1,350.00

Organization:

SHARE Kentucky Inc.
Taha Sullivan
572 Georgetown St.
Lexington, KY 40508

Purpose:

For medical supplies and IT/marketing support expenses for the new free dental clinic

Amount:

\$ 1,000.00

Organization:

Lexington Fire Department
Chris MacFarlane
1101-505703-5731-75106

Lexington, KY

Purpose:

To support a November 2024 Recruitment event at Fire Station 24

Amount:

\$ 3,000.00

Organization:

Lexington Housing for the Handicapped, Inc.

507 Rogers Rd.

Lexington, KY 40505

Amy Brown

Purpose:

For utility expenses

Amount:

\$ 1,000.00

Organization:

Natalie's Sisters

PO Box 2074

Lexington, KY 40588

Melinda Guest

Purpose:

For assistance with purchase of water for Programs

Amount:

\$ 300.00

Organization:

Friends of the Lexington Senior Center

195 Life Lane

Lexington, KY 40502

Amber Lakin

Purpose:

To support expenses for the Great Friends GALA

Amount:

\$ 500.00

Organization:

The Nest - Center for Women, Children, and Families, Inc.

Jeffrey White

530 N. Limestone St.

Lexington, KY 40508

Purpose:

For assistance with costs for furniture at the new advocacy center

Amount:

\$ 200.00

Organization:

Tates Creek High School PTSA

Amy Beasley

1111 Centre Way Pkwy

Lexington, KY 40517

Purpose:

For assistance with costs for winter break food bags to help ensure students have something to eat while school is out for winter break

Amount:

\$ 2,850.00

Organization:

Belleau Wood Neighborhood Association
Susan Sallee
745 Lori Lane
Lexington, KY 40517

Purpose:

For improvements to the neighborhood entrance and Pebble Creek

Amount:

\$ 8,674.00

Organization:

Kentucky Society, Sons of the American Revolution, Lafayette Chapter
Steve Gahafer
6080 Greenwich Pike
Lexington, KY 40511

Purpose:

To sponsor 100 wreaths for the Wreaths Across America ceremony on December 4th, 2024 at the Lexington National Cemetery to honor veterans buried there

Amount:

\$ 1,700.00

Organization:

United Voices of Lexington
Alison Jackson
3735 Palomoar Center Drive. Ste. 150-054
Lexington, KY 40513

Purpose:

For the purchasing of uniforms for the community choir

Amount:

\$ 675.00

Organization:

Lexington Ballet Company, Inc.
Mia Issac
161 N. Mill St.
Lexington, KY 40507

Purpose:

For expenses related to their 50 year celebration

Amount:

\$ 800.00

Organization:

Institute 193 Inc.

Reba Mariarty
215 N. Limestone
Lexington, KY 40508

Purpose:

To support the production of fundraiser merchandise for their 15th anniversary celebrations

Amount:

\$ 2,500.00

**Neighborhood Development Funds
December 3, 2024
Work Session**

Amount	Recipient	Purpose
\$ 2,500.00	Grin Grant Inc. Mary Shashy 2420 Parterre Pl. Lexington, KY 40504	To cover preliminary dental services for uninsured individuals in long-term recovery
\$ 2,500.00	Sisters and Supporters Working Against Gun Violence Tonya Lindsey PO Box 11204 Lexington, KY 40574	To support their annual holiday giving to families impacted by gun violence including providing breakfast and gifts for ages newborn to 17 years of age
\$ 1,000.00	Bluegrass Families First Travis Young PO Box 1663 Lexington, KY 40588	For sponsorship of the annual Jean Sabharwal Award
\$ 1,650.00	African American Arts Associaton Inc. Leslie Evans 945 Delaware Ave. Lexington, KY 40505	For support of the LexYouth Collective Initiative
\$ 1,350.00	Community Inspired Lexington Rebecca Webb 348 E. Main St. Lexington, KY 40507	To support their annual Christmas giveaway which provides holiday gifts for approximately 200 families and individuals in need
\$ 1,000.00	SHARE Kentucky Inc. Taha Sullivan 572 Georgetown St. Lexington, KY 40508	For medical supplies and IT/marketing support expenses for the new free dental clinic
\$ 3,000.00	Lexington Fire Department Chris MacFarlane 1101-505703-5731-75106 Lexington, KY	To support a November 2024 recruitment event at Fire Station 24
\$ 1,000.00	Lexington Housing for the Handicapped, Inc. 507 Rogers Rd. Lexington, KY 40505 Amy Brown	For utility expenses
\$ 300.00	Natalie's Sisters PO Box 2074 Lexington, KY 40588 Melinda Guest	For assistance with purchase of water for programs
\$ 500.00	Friends of the Lexington Senior Center 195 Life Lane Lexington, KY 40502 Amber Lakin	To support expenses for the Great Friends GALA

**Neighborhood Development Funds
December 3, 2024
Work Session**

Amount	Recipient	Purpose
\$ 200.00	The Nest - Center for Women, Children, and Families, Inc. Jeffrey White 530 N. Limestone St. Lexington, KY 40508	For assistance with costs for furniture at the new advocacy center
\$ 2,850.00	Tates Creek High School PTSA Amy Beasley 1111 Centre Way Pkwy Lexington, KY 40517	For assistance with costs for winter break food bags to help ensure students have something to eat while school is out for winter break
\$ 8,674.00	Belleau Wood Neighborhood Association Susan Sallee 745 Lori Lane Lexington, KY 40517	For improvements to the neighborhood entrance and Pebble Creek
\$ 1,700.00	Kentucky Society, Sons of the American Revolution, Lafayette Chapter Steve Gahafer 6080 Greenwich Pike Lexington, KY 40511	To sponsor 100 wreaths for the Wreaths Across America ceremony on December 4th, 2024 at the Lexington National Cemetery to honor veterans buried there
\$ 675.00	United Voices of Lexington Alison Jackson 3735 Palomoar Center Drive. Ste. 150-054 Lexington, KY 40513	For the purchasing of uniforms for the community choir
\$ 800.00	Lexington Ballet Company, Inc. Mia Issac 161 N. Mill St. Lexington, KY 40507	For expenses related to their 50 year celebration
\$ 2,500.00	Institute 193 Inc. Reba Mariarty 215 N. Limestone Lexington, KY 40508	To support the production of fundraiser merchandise for their 15th anniversary celebrations

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AGREEMENTS RELATED TO NEIGHBORHOOD DEVELOPMENT FUNDS WITH GRIN GRANT, INC. (\$2,500.00); SISTER AND SUPPORTERS WORKING AGAINST GUN VIOLENCE, INC. (\$2,500.00); BLUEGRASS FAMILIES FIRST, INC. (\$1,000.00); AFRICAN AMERICAN ARTS ASSOCIATION INC. (\$1,650.00); COMMUNITY INSPIRED LEXINGTON, INC. (\$1,350.00); SHARE KENTUCKY, INC. (\$1,000.00); LEXINGTON FIRE DEPARTMENT (\$3,000.00); LEXINGTON HOUSING FOR THE HANDICAPPED, INC. (\$1,000.00); NATALIE'S SISTERS, INC. (\$300.00); FRIENDS OF THE LEXINGTON SENIOR CENTER, INC. (\$500.00); THE NEST- CENTER FOR WOMEN, CHILDREN AND FAMILIES (\$200.00); TATES CREEK HIGH SCHOOL PTSA, INC. (\$2,850.00); BELLEAU WOOD NEIGHBORHOOD ASSOCIATION, INC. (\$8,674.00); KENTUCKY SOCIETY, SONS OF THE AMERICAN REVOLUTION, INC. (\$1,700.00); UNITING VOICES, INC. (\$675.00); LEXINGTON BALLET COMPANY, INC. (\$800.00); AND INSTITUTE 193 INCORPORATED (\$2,500.00), FOR THE OFFICE OF THE URBAN COUNTY COUNCIL, AT A COST NOT TO EXCEED THE SUM STATED.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute agreements related to Neighborhood Development Funds, which are attached hereto and incorporated herein by reference, with Grin Grant, Inc.; Sister And Supporters Working Against Gun Violence, Inc.; Bluegrass Families First, Inc.; African American Arts Association, Inc.; Community Inspired Lexington, Inc.; Share Kentucky, Inc.; Lexington Fire Department; Lexington Housing For The Handicapped, Inc.; Natalie's Sisters, Inc.; Friends Of The Lexington Senior Center, Inc.; The Nest- Center For Women, Children And Families; Tates Creek High School PTSA, Inc.; Belleau Wood Neighborhood Association, Inc.; Kentucky Society, Sons Of The American Revolution, Inc.; Uniting Voices, Inc.; Lexington Ballet Company, Inc.; and Institute 193 Incorporated, for the Office of the Urban County Council.

Section 2 – That amounts, not to exceed the sums stated, be and hereby are approved for payment to Grin Grant, Inc. (\$2,500.00); Sister And Supporters Working Against Gun Violence, Inc. (\$2,500.00); Bluegrass Families First, Inc. (\$1,000.00); African American Arts Association, Inc. (\$1,650.00); Community Inspired Lexington, Inc. (\$1,350.00); Share Kentucky, Inc. (\$1,000.00); Lexington Fire Department (\$3,000.00); Lexington Housing For The Handicapped, Inc. (\$1,000.00); Natalie's Sisters, Inc. (\$300.00); Friends Of The Lexington Senior Center, Inc. (\$500.00); The Nest- Center For

Women, Children And Families (\$200.00); Tates Creek High School PTSA, Inc. (\$2,850.00); Belleau Wood Neighborhood Association, Inc. (\$8,674.00); Kentucky Society, Sons Of The American Revolution, Inc. (\$1,700.00); Uniting Voices, Inc. (\$675.00); Lexington Ballet Company, Inc. (\$800.00); Institute 193 Incorporated (\$2,500.00), from account #1101-121002-71214, from various Council Districts, pursuant to the terms of the agreements.

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

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
1220-24:GET: 4909-4770-2785, v. 1

RESOLUTION NO. 609 - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AGREEMENTS RELATED TO NEIGHBORHOOD DEVELOPMENT FUNDS WITH GRIN GRANT, INC. (\$2,500.00); SISTER AND SUPPORTERS WORKING AGAINST GUN VIOLENCE, INC. (\$2,500.00); BLUEGRASS FAMILIES FIRST, INC. (\$1,000.00); AFRICAN AMERICAN ARTS ASSOCIATION INC. (\$1,650.00); COMMUNITY INSPIRED LEXINGTON, INC. (\$1,350.00); SHARE KENTUCKY, INC. (\$1,000.00); LEXINGTON FIRE DEPARTMENT (\$3,000.00); LEXINGTON HOUSING FOR THE HANDICAPPED, INC. (\$1,000.00); NATALIE'S SISTERS, INC. (\$300.00); FRIENDS OF THE LEXINGTON SENIOR CENTER, INC. (\$500.00); THE NEST- CENTER FOR WOMEN, CHILDREN AND FAMILIES (\$200.00); TATES CREEK HIGH SCHOOL PTSA, INC. (\$2,850.00); BELLEAU WOOD NEIGHBORHOOD ASSOCIATION, INC. (\$8,674.00); KENTUCKY SOCIETY, SONS OF THE AMERICAN REVOLUTION, INC. (\$1,700.00); UNITING VOICES, INC. (\$675.00); LEXINGTON BALLET COMPANY, INC. (\$800.00); AND INSTITUTE 193 INCORPORATED (\$2,500.00), FOR THE OFFICE OF THE URBAN COUNTY COUNCIL, AT A COST NOT TO EXCEED THE SUM STATED.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute agreements related to Neighborhood Development Funds, which are attached hereto and incorporated herein by reference, with Grin Grant, Inc.; Sister And Supporters Working Against Gun Violence, Inc.; Bluegrass Families First, Inc.; African American Arts Association, Inc.; Community Inspired Lexington, Inc.; Share Kentucky, Inc.; Lexington Fire Department; Lexington Housing For The Handicapped, Inc.; Natalie's Sisters, Inc.; Friends Of The Lexington Senior Center, Inc.; The Nest- Center For Women, Children And Families; Tates Creek High School PTSA, Inc.; Belleau Wood Neighborhood Association, Inc.; Kentucky Society, Sons Of The American Revolution, Inc.; Uniting Voices, Inc.; Lexington Ballet Company, Inc.; and Institute 193 Incorporated, for the Office of the Urban County Council.

Section 2 – That amounts, not to exceed the sums stated, be and hereby are approved for payment to Grin Grant, Inc. (\$2,500.00); Sister And Supporters Working Against Gun Violence, Inc. (\$2,500.00); Bluegrass Families First, Inc. (\$1,000.00); African American Arts Association, Inc. (\$1,650.00); Community Inspired Lexington, Inc. (\$1,350.00); Share Kentucky, Inc. (\$1,000.00); Lexington Fire Department (\$3,000.00); Lexington Housing For The Handicapped, Inc. (\$1,000.00); Natalie's Sisters, Inc. (\$300.00); Friends Of The Lexington Senior Center, Inc. (\$500.00); The Nest- Center For

Women, Children And Families (\$200.00); Tates Creek High School PTSA, Inc. (\$2,850.00); Belleau Wood Neighborhood Association, Inc. (\$8,674.00); Kentucky Society, Sons Of The American Revolution, Inc. (\$1,700.00); Uniting Voices, Inc. (\$675.00); Lexington Ballet Company, Inc. (\$800.00); Institute 193 Incorporated (\$2,500.00), from account #1101-121002-71214, from various Council Districts, pursuant to the terms of the agreements.

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

PASSED URBAN COUNTY COUNCIL: December 3, 2024



MAYOR

ATTEST:



CLERK OF URBAN COUNTY COUNCIL

1220-24:GET: 4909-4770-2785, v. 1

AGREEMENT

THIS AGREEMENT, made and entered into on the 10th day of December, 2024 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and SHARE Kentucky Inc. (Hereinafter "Organization"), of 572 Georgetown St., Lexington, KY 40508, Fayette County.

WITNESSETH:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Neighborhood Development Funds.** Government hereby grants Organization the sum of \$1000 (One Thousand Dollars and Zero Cents) for the following lawful public purpose:
[For medical supplies and IT/marketing support expenses for the medical clinic]
2. **Finalization of Agreement.** Organization shall return this Agreement to the Council Administrator's Office on or before January 9th, 2025. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year.**
3. **Receipt of Funds.** Upon return of the signed Agreement to the Council Administrator's Office, the Council Administrator shall issue the check to the Organization. The check shall be timely deposited by the Organization within 60 days of receipt. If the Organization **fails to deposit the check within 60 days of receipt, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year.** Under no circumstances shall a check that the Organization fails to deposit within sixty (60) days of receipt be re-issued by the Government.
4. **Required Documentation.** Organization shall submit all relevant receipts and financial documentation to Councilmember Lynch's office, documenting the use of the granted funds for the specified lawful public purpose, within six (6) months of receiving the Neighborhood Development Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year.**

5. Organization shall provide equal opportunity in employment for all qualified persons; prohibit discrimination in employment because of race, color, creed, national origin, sex, sexual orientation, gender identity, or age between 40 and 70; promote equal employment through a positive, continuing program of equal employment and cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
6. In any written or oral communications, the Organization shall identify the Lexington-Fayette Urban County Government as the source of the above-referenced funds; the Organization shall not specifically identify an individual Councilmember as being responsible for the funds donated by the Lexington-Fayette Urban County Government.

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: Taha Sullivan
(Taha Sullivan)
(SHARE Kentucky Inc.)

AGREEMENT

THIS AGREEMENT, made and entered into on the 10th day of December, 2024 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Lexington Housing for the Handicapped, Inc. (Hereinafter "Organization"), of 507 Rogers Rd., Lexington, KY 40505, Fayette County.

WITNESSETH:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Neighborhood Development Funds.** Government hereby grants Organization the sum of \$1000 (One Thousand Dollars and Zero Cents) for the following lawful public purpose:

[For utility expenses]

2. **Finalization of Agreement.** Organization shall return this Agreement to the Council Administrator's Office on or before January 9th, 2025. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year.**
3. **Receipt of Funds.** Upon return of the signed Agreement to the Council Administrator's Office, the Council Administrator shall issue the check to the Organization. The check shall be timely deposited by the Organization within 60 days of receipt. If the Organization **fails to deposit the check within 60 days of receipt, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year.** Under no circumstances shall a check that the Organization fails to deposit within sixty (60) days of receipt be re-issued by the Government.
4. **Required Documentation.** Organization shall submit all relevant receipts and financial documentation to Councilmember F. Brown's office, documenting the use of the granted funds for the specified lawful public purpose, within six (6) months of receiving the Neighborhood Development Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year.**

5. Organization shall provide equal opportunity in employment for all qualified persons; prohibit discrimination in employment because of race, color, creed, national origin, sex, sexual orientation, gender identity, or age between 40 and 70; promote equal employment through a positive, continuing program of equal employment and cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
6. In any written or oral communications, the Organization shall identify the Lexington-Fayette Urban County Government as the source of the above-referenced funds; the Organization shall not specifically identify an individual Councilmember as being responsible for the funds donated by the Lexington-Fayette Urban County Government.

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: *Linda Gorton*
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

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

AGREEMENT

THIS AGREEMENT, made and entered into on the 10th day of December, 2024 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Bluegrass Families First (Hereinafter "Organization"), of PO Box 1663, Lexington, KY 40588, Fayette County.

WITNESSETH:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Neighborhood Development Funds.** Government hereby grants Organization the sum of \$1000 (One Thousand Dollars and Zero Cents) for the following lawful public purpose:

[For sponsorship of the annual Jean Sabharwal Award]

2. **Finalization of Agreement.** Organization shall return this Agreement to the Council Administrator's Office on or before January 9th, 2025. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year.**
3. **Receipt of Funds.** Upon return of the signed Agreement to the Council Administrator's Office, the Council Administrator shall issue the check to the Organization. The check shall be timely deposited by the Organization within 60 days of receipt. If the Organization **fails to deposit the check within 60 days of receipt, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year.** Under no circumstances shall a check that the Organization fails to deposit within sixty (60) days of receipt be re-issued by the Government.
4. **Required Documentation.** Organization shall submit all relevant receipts and financial documentation to Councilmember Sheehan's office, documenting the use of the granted funds for the specified lawful public purpose, within six (6) months of receiving the Neighborhood Development Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year.**

5. Organization shall provide equal opportunity in employment for all qualified persons; prohibit discrimination in employment because of race, color, creed, national origin, sex, sexual orientation, gender identity, or age between 40 and 70; promote equal employment through a positive, continuing program of equal employment and cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
6. In any written or oral communications, the Organization shall identify the Lexington-Fayette Urban County Government as the source of the above-referenced funds; the Organization shall not specifically identify an individual Councilmember as being responsible for the funds donated by the Lexington-Fayette Urban County Government.

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: Travis Young
(Travis Young)
(Bluegrass Families First)

AGREEMENT

THIS AGREEMENT, made and entered into on the 10th day of December, 2024 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Grin Grant Inc. (Hereinafter "Organization"), of 2420 Parterre Pl., Lexington, KY 40504, Fayette County.

WITNESSETH:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Neighborhood Development Funds.** Government hereby grants Organization the sum of \$2500 (Two Thousand Five Hundred Dollars and Zero Cents) for the following lawful public purpose:

[To cover preliminary dental services for uninsured individuals in long-term recovery]

2. **Finalization of Agreement.** Organization shall return this Agreement to the Council Administrator's Office on or before January 9th, 2025. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year.**
3. **Receipt of Funds.** Upon return of the signed Agreement to the Council Administrator's Office, the Council Administrator shall issue the check to the Organization. The check shall be timely deposited by the Organization within 60 days of receipt. If the Organization **fails to deposit the check within 60 days of receipt, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year.** Under no circumstances shall a check that the Organization fails to deposit within sixty (60) days of receipt be re-issued by the Government.
4. **Required Documentation.** Organization shall submit all relevant receipts and financial documentation to Councilmember Ellinger's office, documenting the use of the granted funds for the specified lawful public purpose, within six (6) months of receiving the Neighborhood Development Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year.**

5. Organization shall provide equal opportunity in employment for all qualified persons; prohibit discrimination in employment because of race, color, creed, national origin, sex, sexual orientation, gender identity, or age between 40 and 70; promote equal employment through a positive, continuing program of equal employment and cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
6. In any written or oral communications, the Organization shall identify the Lexington-Fayette Urban County Government as the source of the above-referenced funds; the Organization shall not specifically identify an individual Councilmember as being responsible for the funds donated by the Lexington-Fayette Urban County Government.

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: *Linda Gorton*
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: *Mary Shashy*
(Mary Shashy)
(Grin Grant Inc.)

AGREEMENT

THIS AGREEMENT, made and entered into on the 10th day of December, 2024 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Community Inspired Lexington (Hereinafter "Organization"), of 348 E. Main St., Lexington, KY 40507, Fayette County.

WITNESSETH:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Neighborhood Development Funds.** Government hereby grants Organization the sum of \$1350 (One Thousand Three Hundred Fifty Dollars and Zero Cents) for the following lawful public purpose:

[To support their annual Christmas giveaway which provides holiday gifts for approximately 200 families and individuals in need]

2. **Finalization of Agreement.** Organization shall return this Agreement to the Council Administrator's Office on or before January 9th, 2025. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year.**
3. **Receipt of Funds.** Upon return of the signed Agreement to the Council Administrator's Office, the Council Administrator shall issue the check to the Organization. The check shall be timely deposited by the Organization within 60 days of receipt. If the Organization **fails to deposit the check within 60 days of receipt, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year.** Under no circumstances shall a check that the Organization fails to deposit within sixty (60) days of receipt be re-issued by the Government.
4. **Required Documentation.** Organization shall submit all relevant receipts and financial documentation to Councilmember Lynch's office, documenting the use of the granted funds for the specified lawful public purpose, within six (6) months of receiving the Neighborhood Development Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year.**

5. Organization shall provide equal opportunity in employment for all qualified persons; prohibit discrimination in employment because of race, color, creed, national origin, sex, sexual orientation, gender identity, or age between 40 and 70; promote equal employment through a positive, continuing program of equal employment and cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
6. In any written or oral communications, the Organization shall identify the Lexington-Fayette Urban County Government as the source of the above-referenced funds; the Organization shall not specifically identify an individual Councilmember as being responsible for the funds donated by the Lexington-Fayette Urban County Government.

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: *Linda Gorton*
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: *Rebecca Webb*
(Rebecca Webb)
(Community Inspired Lexington)

AGREEMENT

THIS AGREEMENT, made and entered into on the 10th day of December, 2024 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Kentucky Society, Sons of the American Revolution, Lafayette Chapter (Hereinafter "Organization"), of 6080 Greenwich Pike, Lexington, KY 40511, Fayette County.

WITNESSETH:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Neighborhood Development Funds.** Government hereby grants Organization the sum of \$1700 () for the following lawful public purpose:

[To sponsor 100 wreaths for the Wreaths Across America ceremony on December 4th, 2024 at the Lexington National Cemetery to honor veterans buried there]

2. **Finalization of Agreement.** Organization shall return this Agreement to the Council Administrator's Office on or before January 9th, 2025. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year.**
3. **Receipt of Funds.** Upon return of the signed Agreement to the Council Administrator's Office, the Council Administrator shall issue the check to the Organization. The check shall be timely deposited by the Organization within 60 days of receipt. If the Organization **fails to deposit the check within 60 days of receipt, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year.** Under no circumstances shall a check that the Organization fails to deposit within sixty (60) days of receipt be re-issued by the Government.
4. **Required Documentation.** Organization shall submit all relevant receipts and financial documentation to Councilmember Sheehan's office, documenting the use of the granted funds for the specified lawful public purpose, within six (6) months of receiving the Neighborhood Development Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year.**

5. Organization shall provide equal opportunity in employment for all qualified persons; prohibit discrimination in employment because of race, color, creed, national origin, sex, sexual orientation, gender identity, or age between 40 and 70; promote equal employment through a positive, continuing program of equal employment and cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
6. In any written or oral communications, the Organization shall identify the Lexington-Fayette Urban County Government as the source of the above-referenced funds; the Organization shall not specifically identify an individual Councilmember as being responsible for the funds donated by the Lexington-Fayette Urban County Government.

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: *Linda Gorton*
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: *Steve Gahafer*
(Steve Gahafer)
(Kentucky Society, Sons of the American Revolution, Lafayette Chapter)

AGREEMENT

THIS AGREEMENT, made and entered into on the 10th day of December, 2024 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Bates Creek High School PTSA (Hereinafter "Organization"), of 1111 Centre Way Pkwy, Lexington, KY 40517, Fayette County.

WITNESSETH:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Neighborhood Development Funds.** Government hereby grants Organization the sum of \$2850 (Two Thousand Eight Hundred Fifty Dollars and Zero Cents) for the following lawful public purpose:

[For assistance with costs for winter break food bags to help ensure students have something to eat while school is out for winter break]
2. **Finalization of Agreement.** Organization shall return this Agreement to the Council Administrator's Office on or before January 9th, 2025. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year.**
3. **Receipt of Funds.** Upon return of the signed Agreement to the Council Administrator's Office, the Council Administrator shall issue the check to the Organization. The check shall be timely deposited by the Organization within 60 days of receipt. If the Organization **fails to deposit the check within 60 days of receipt, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year.** Under no circumstances shall a check that the Organization fails to deposit within sixty (60) days of receipt be re-issued by the Government.
4. **Required Documentation.** Organization shall submit all relevant receipts and financial documentation to Councilmember F. Brown's office, documenting the use of the granted funds for the specified lawful public purpose, within six (6) months of receiving the Neighborhood Development Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year.**

5. Organization shall provide equal opportunity in employment for all qualified persons; prohibit discrimination in employment because of race, color, creed, national origin, sex, sexual orientation, gender identity, or age between 40 and 70; promote equal employment through a positive, continuing program of equal employment and cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
6. In any written or oral communications, the Organization shall identify the Lexington-Fayette Urban County Government as the source of the above-referenced funds; the Organization shall not specifically identify an individual Councilmember as being responsible for the funds donated by the Lexington-Fayette Urban County Government.


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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: 
Linda Gorton, MAYOR

ATTEST:


CLERK OF URBAN COUNTY COUNCIL

By: 
(Amy Beasley)
(Tates Creek High School PTSA)

AGREEMENT

THIS AGREEMENT, made and entered into on the 10th day of December, 2024 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Sisters and Supporters Working Against Gun Violence (Hereinafter "Organization"), of PO Box 11204, Lexington, KY 40574, Fayette County.

WITNESSETH:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Neighborhood Development Funds.** Government hereby grants Organization the sum of \$2500 (Two Thousand Five Hundred Dollars and Zero Cents) for the following lawful public purpose:

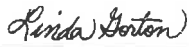
[To support their annual holiday giving to families impacted by gun violence including providing breakfast and gifts for ages newborn to 17 years of age]

2. **Finalization of Agreement.** Organization shall return this Agreement to the Council Administrator's Office on or before January 9th, 2025. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year.**
3. **Receipt of Funds.** Upon return of the signed Agreement to the Council Administrator's Office, the Council Administrator shall issue the check to the Organization. The check shall be timely deposited by the Organization within 60 days of receipt. If the Organization **fails to deposit the check within 60 days of receipt, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year.** Under no circumstances shall a check that the Organization fails to deposit within sixty (60) days of receipt be re-issued by the Government.
4. **Required Documentation.** Organization shall submit all relevant receipts and financial documentation to Councilmember Ellinger's office, documenting the use of the granted funds for the specified lawful public purpose, within six (6) months of receiving the Neighborhood Development Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year.**

5. Organization shall provide equal opportunity in employment for all qualified persons; prohibit discrimination in employment because of race, color, creed, national origin, sex, sexual orientation, gender identity, or age between 40 and 70; promote equal employment through a positive, continuing program of equal employment and cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
6. In any written or oral communications, the Organization shall identify the Lexington-Fayette Urban County Government as the source of the above-referenced funds; the Organization shall not specifically identify an individual Councilmember as being responsible for the funds donated by the Lexington-Fayette Urban County Government.


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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: 
Linda Gorton, MAYOR

ATTEST:


CLERK OF URBAN COUNTY COUNCIL

By: 
(Tonya Lindsey)
(Sisters and Supporters Working Against Gun Violence)

AGREEMENT

THIS AGREEMENT, made and entered into on the 10th day of December, 2024 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Belleau Wood Neighborhood Association (Hereinafter "Organization"), of 745 Lori Lane, Lexington, KY 40517, Fayette County.

WITNESSETH:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Neighborhood Development Funds.** Government hereby grants Organization the sum of \$8674 (Eight Thousand Six Hundred Seventy-Four Dollars and Zero Cents) for the following lawful public purpose:

[For improvements to the neighborhood entrance and Pebble Creek]

2. **Finalization of Agreement.** Organization shall return this Agreement to the Council Administrator's Office on or before January 9th, 2025. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year.**
3. **Receipt of Funds.** Upon return of the signed Agreement to the Council Administrator's Office, the Council Administrator shall issue the check to the Organization. The check shall be timely deposited by the Organization within 60 days of receipt. If the Organization **fails to deposit the check within 60 days of receipt, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year.** Under no circumstances shall a check that the Organization fails to deposit within sixty (60) days of receipt be re-issued by the Government.
4. **Required Documentation.** Organization shall submit all relevant receipts and financial documentation to Councilmember Monarrez's office, documenting the use of the granted funds for the specified lawful public purpose, within six (6) months of receiving the Neighborhood Development Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year.**

5. Organization shall provide equal opportunity in employment for all qualified persons; prohibit discrimination in employment because of race, color, creed, national origin, sex, sexual orientation, gender identity, or age between 40 and 70; promote equal employment through a positive, continuing program of equal employment and cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
6. In any written or oral communications, the Organization shall identify the Lexington-Fayette Urban County Government as the source of the above-referenced funds; the Organization shall not specifically identify an individual Councilmember as being responsible for the funds donated by the Lexington-Fayette Urban County Government.

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: 
Linda Gorton, MAYOR

ATTEST:


CLERK OF URBAN COUNTY COUNCIL

By: 
(Susan Sallee)
(Belleau Wood Neighborhood Association)

AGREEMENT

THIS AGREEMENT, made and entered into on the 10th day of December, 2024 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Lexington Ballet Company, Inc. (Hereinafter "Organization"), of 161 N. Mill St., Lexington, KY 40507, Fayette County.

WITNESSETH:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Neighborhood Development Funds.** Government hereby grants Organization the sum of \$800 () for the following lawful public purpose:

[For expenses related to their 50 year celebration]
2. **Finalization of Agreement.** Organization shall return this Agreement to the Council Administrator's Office on or before January 9th, 2025. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year.**
3. **Receipt of Funds.** Upon return of the signed Agreement to the Council Administrator's Office, the Council Administrator shall issue the check to the Organization. The check shall be timely deposited by the Organization within 60 days of receipt. If the Organization **fails to deposit the check within 60 days of receipt, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year.** Under no circumstances shall a check that the Organization fails to deposit within sixty (60) days of receipt be re-issued by the Government.
4. **Required Documentation.** Organization shall submit all relevant receipts and financial documentation to Councilmember J. Brown's office, documenting the use of the granted funds for the specified lawful public purpose, within six (6) months of receiving the Neighborhood Development Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year.**

5. Organization shall provide equal opportunity in employment for all qualified persons; prohibit discrimination in employment because of race, color, creed, national origin, sex, sexual orientation, gender identity, or age between 40 and 70; promote equal employment through a positive, continuing program of equal employment and cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
6. In any written or oral communications, the Organization shall identify the Lexington-Fayette Urban County Government as the source of the above-referenced funds; the Organization shall not specifically identify an individual Councilmember as being responsible for the funds donated by the Lexington-Fayette Urban County Government.

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: *Linda Gorton*
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: *Mia Isaac*
(Mia Issac)
(Lexington Ballet Company, Inc.)

AGREEMENT

THIS AGREEMENT, made and entered into on the 10th day of December, 2024 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Natalie's Sisters (Hereinafter "Organization"), of PO Box 2074, Lexington, KY 40588, Fayette County.

WITNESSETH:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Neighborhood Development Funds.** Government hereby grants Organization the sum of \$300 (Three Hundred Dollars and Zero Cents) for the following lawful public purpose:

[For assistance with purchase of water for programs]

2. **Finalization of Agreement.** Organization shall return this Agreement to the Council Administrator's Office on or before January 9th, 2025. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year.**
3. **Receipt of Funds.** Upon return of the signed Agreement to the Council Administrator's Office, the Council Administrator shall issue the check to the Organization. The check shall be timely deposited by the Organization within 60 days of receipt. If the Organization **fails to deposit the check within 60 days of receipt, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year.** Under no circumstances shall a check that the Organization fails to deposit within sixty (60) days of receipt be re-issued by the Government.
4. **Required Documentation.** Organization shall submit all relevant receipts and financial documentation to Councilmember F. Brown's office, documenting the use of the granted funds for the specified lawful public purpose, within six (6) months of receiving the Neighborhood Development Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year.**

5. Organization shall provide equal opportunity in employment for all qualified persons; prohibit discrimination in employment because of race, color, creed, national origin, sex, sexual orientation, gender identity, or age between 40 and 70; promote equal employment through a positive, continuing program of equal employment and cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
6. In any written or oral communications, the Organization shall identify the Lexington-Fayette Urban County Government as the source of the above-referenced funds; the Organization shall not specifically identify an individual Councilmember as being responsible for the funds donated by the Lexington-Fayette Urban County Government.

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: *Linda Gorton*
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: *Melinda Guest*
(Melinda Guest)
(Natalie's Sisters)

AGREEMENT

THIS AGREEMENT, made and entered into on the 10th day of December, 2024 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and The Nest - Center for Women, Children, and Families, Inc. (Hereinafter "Organization"), of 530 N. Limestone St., Lexington, KY 40508, Fayette County.

WITNESSETH:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Neighborhood Development Funds.** Government hereby grants Organization the sum of \$200 (Two Hundred Dollars and Zero Cents) for the following lawful public purpose:

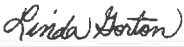
[For assistance with costs for furniture at the new advocacy center]

2. **Finalization of Agreement.** Organization shall return this Agreement to the Council Administrator's Office on or before January 9th, 2025. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year.**
3. **Receipt of Funds.** Upon return of the signed Agreement to the Council Administrator's Office, the Council Administrator shall issue the check to the Organization. The check shall be timely deposited by the Organization within 60 days of receipt. If the Organization **fails to deposit the check within 60 days of receipt, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year.** Under no circumstances shall a check that the Organization fails to deposit within sixty (60) days of receipt be re-issued by the Government.
4. **Required Documentation.** Organization shall submit all relevant receipts and financial documentation to Councilmember F. Brown's office, documenting the use of the granted funds for the specified lawful public purpose, within six (6) months of receiving the Neighborhood Development Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year.**

5. Organization shall provide equal opportunity in employment for all qualified persons; prohibit discrimination in employment because of race, color, creed, national origin, sex, sexual orientation, gender identity, or age between 40 and 70; promote equal employment through a positive, continuing program of equal employment and cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
6. In any written or oral communications, the Organization shall identify the Lexington-Fayette Urban County Government as the source of the above-referenced funds; the Organization shall not specifically identify an individual Councilmember as being responsible for the funds donated by the Lexington-Fayette Urban County Government.

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: 
Linda Gorton, MAYOR

ATTEST:


CLERK OF URBAN COUNTY COUNCIL

By: 
(Jeffrey White)
(The Nest - Center for Women, Children, and Families, Inc.)

AGREEMENT

THIS AGREEMENT, made and entered into on the 10th day of December, 2024 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Friends of the Lexington Senior Center (Hereinafter "Organization"), of 195 Life Lane, Lexington, KY 40502, Fayette County.

WITNESSETH:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Neighborhood Development Funds.** Government hereby grants Organization the sum of \$500 (Five Hundred Dollars and Zero Cents) for the following lawful public purpose:

[To support expenses for the Great Friends GALA]

2. **Finalization of Agreement.** Organization shall return this Agreement to the Council Administrator's Office on or before January 9th, 2025. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year.**
3. **Receipt of Funds.** Upon return of the signed Agreement to the Council Administrator's Office, the Council Administrator shall issue the check to the Organization. The check shall be timely deposited by the Organization within 60 days of receipt. If the Organization **fails to deposit the check within 60 days of receipt, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year.** Under no circumstances shall a check that the Organization fails to deposit within sixty (60) days of receipt be re-issued by the Government.
4. **Required Documentation.** Organization shall submit all relevant receipts and financial documentation to Councilmember F. Brown's office, documenting the use of the granted funds for the specified lawful public purpose, within six (6) months of receiving the Neighborhood Development Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year.**

5. Organization shall provide equal opportunity in employment for all qualified persons; prohibit discrimination in employment because of race, color, creed, national origin, sex, sexual orientation, gender identity, or age between 40 and 70; promote equal employment through a positive, continuing program of equal employment and cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
6. In any written or oral communications, the Organization shall identify the Lexington-Fayette Urban County Government as the source of the above-referenced funds; the Organization shall not specifically identify an individual Councilmember as being responsible for the funds donated by the Lexington-Fayette Urban County Government.


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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: 
Linda Gorton, MAYOR

ATTEST:


CLERK OF URBAN COUNTY COUNCIL

By: 
(Amber Lakin)
(Friends of the Lexington Senior Center)



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 1223-24

File ID: 1223-24

Type: Resolution

Status: Approved

Version: 1

Contract #: 360-2024

In Control: Urban County
Council

File Created: 11/25/2024

File Name: Capital List 12/3/24

Final Action: 12/05/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Agreements related to Council Capital Project expenditure funds with LexArts, Inc. (\$55,000.00); Community Action Council for Lexington-Fayette, Bourbon, Harrison, and Nicholas Counties, Inc. (\$5,000.00); LexArts, Inc. (\$75,000.00); LFUCG Div. of Parks and Recreation (\$16,670.12); LFUCG Div. of Environmental Quality and Public Works (\$41,775.54); LFUCG Div. of Parks and Recreation (\$22,817.80); LFUCG Div. of Traffic Engineering (\$20,000.00); LFUCG Div. of Environmental Services (\$40,000.00); LFUCG Div. of Aging and Disability Services (\$4,200.00); LFUCG Corridors Commission (\$196.00); LFUCG Div. of Parks and Recreation (\$20,735.78); Meadowthorpe Neighborhood Association, Inc. (\$1,800.00); LFUCG Div. of Traffic Engineering (\$2,150.85); LFUCG Div. of Traffic Engineering (\$15,238.09); LFUCG Council Office (\$1,000.00); LFUCG Div. of Government Communications (\$32,676.00); the Lyric Theatre and Cultural Arts Center Corporation (\$25,000.00); Ashland Neighborhood Association, Inc. (\$1,274.13); LFUCG Div. of Traffic Engineering (\$18,725.00); LFUCG Div. of Parks and Recreation (\$30,000.00); Operation Making a Change Incorporated (\$6,000.00); Henry Clay Memorial Foundation (\$10,000.00); LFUCG Fire Dept. (\$1,500.00); LFUCG Div. of Parks and Recreation (\$65,000.00); LFUCG Div. of Traffic Engineering (\$65,000.00); St. Martin's Village Neighborhood Association, Inc. (\$5,000.00); LFUCG Dept. of Environmental Quality and Public Works (\$57,500.00); and the Living Arts and Science Center, Inc. (\$9,525.00), Lexington Leadership Foundation (\$50,000.00), and LFUCG Div. of Parks and Recreation (\$5,000.00), for the Office of the Urban County Council, at a cost not to exceed the sum stated. [Council Office, Hall]

Notes: CAC, Ashland Neighborhood, Henry Clay Memorial Foundation, Lexington Leadership Foundation, Lyric Theatre, Operation Making a Change, St. Martin's Village stamped and filed in the CCO 12/12/2024. MS
Meadowthorpe, Living Arts and Sciences filed in the CCO 12/18/2024. MS

Sponsors:

Enactment Date: 12/05/2024

Attachments: Capital List 12.3.24 (1), Reso 1223-24 Council
Capital (12-3-24) 4906-0540-9025 v.1.docx,

Enactment Number: R-640-2024

R-640-2024, Contract #360-2024, Contract #360-2024 - LexArts, Contract #360-2024 - Henry Clay, Contract #360-2024 -Lexington Leadership Foundation, Contract #360-2024 -Lyric Theatre, Contract #360-2024 -Ashland Neighborhood Association, Contract #360-2024 - St. Martin's Ave, Contract #360-2024 -Community Action Council, Contract #360-2024 - Operation Making a Change

Deed #:

Hearing Date:

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	12/03/2024	Approved and Referred to Docket	Urban County Council	12/03/2024		Pass
1	Urban County Council	12/03/2024	Received First Reading	Urban County Council	12/05/2024		
1	Urban County Council	12/05/2024	Approved				Pass

Text of Legislative File 1223-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Agreements related to Council Capital Project expenditure funds with LexArts, Inc. (\$55,000.00); Community Action Council for Lexington-Fayette, Bourbon, Harrison, and Nicholas Counties, Inc. (\$5,000.00); LexArts, Inc. (\$75,000.00); LFUCG Div. of Parks and Recreation (\$16,670.12); LFUCG Div. of Environmental Quality and Public Works (\$41,775.54); LFUCG Div. of Parks and Recreation (\$22,817.80); LFUCG Div. of Traffic Engineering (\$20,000.00); LFUCG Div. of Environmental Services (\$40,000.00); LFUCG Div. of Aging and Disability Services (\$4,200.00); LFUCG Corridors Commission (\$196.00); LFUCG Div. of Parks and Recreation (\$20,735.78); Meadowthorpe Neighborhood Association, Inc. (\$1,800.00); LFUCG Div. of Traffic Engineering (\$2,150.85); LFUCG Div. of Traffic Engineering (\$15,238.09); LFUCG Council Office (\$1,000.00); LFUCG Div. of Government Communications (\$32,676.00); the Lyric Theatre and Cultural Arts Center Corporation (\$25,000.00); Ashland Neighborhood Association, Inc. (\$1,274.13); LFUCG Div. of Traffic Engineering (\$18,725.00); LFUCG Div. of Parks and Recreation (\$30,000.00); Operation Making a Change Incorporated (\$6,000.00); Henry Clay Memorial Foundation (\$10,000.00); LFUCG Fire Dept. (\$1,500.00); LFUCG Div. of Parks and Recreation (\$65,000.00); LFUCG Div. of Traffic Engineering (\$65,000.00); St. Martin's Village Neighborhood Association, Inc. (\$5,000.00); LFUCG Dept. of Environmental Quality and Public Works (\$57,500.00); and the Living Arts and Science Center, Inc. (\$9,525.00), Lexington Leadership Foundation (\$50,000.00), and LFUCG Div. of Parks and Recreation (\$5,000.00), for the Office of the Urban County Council, at a cost not to exceed the sum stated. [Council Office, Hall]

**Council Capital Projects
December 3, 2024
Work Session**

Amount	Recipient	Purpose
\$ 55,500.00	LexArts Ame Sweetall	For Lexington's Freedom Train/ Lexington's Underground Railroad project to establish a monument of Lewis and Harriet Hayden
\$ 5,000.00	Community Action Council for Lexington-Fayette, Bourbon, Harrison, and Nicholas Counties, Inc. Rosha Williams	For the construction and creation of a community garden including garden beds, greenhouses, fencing, and other essential equipment
\$ 75,000.00	LexArts Ame Sweetall	For installation of a mural including artist fees, material and installation costs, printing, signage, insurance and project management
\$ 16,670.12	LFUCG - Parks and Recreation Michelle Kosieniak 1105-707602-7221-91017	For the "Sense of Place" hamlet initiative project
\$ 41,775.54	LFUCG - Environmental Quality and Public Works Richard Dugas 1105-303301-0001-93011	To pave Cooper Glen Drive
\$ 22,817.80	LFUCG - Parks and Recreation Michelle Kosieniak 1105-707602-7221-90319	For Council District 9 parks improvements
\$ 20,000.00	LFUCG - Traffic Engineering Jeff Neal 1105-303602-3606-91616	For district pedestrian safety and traffic calming efforts on Rose and High Street
\$ 40,000.00	LFUCG - Environmental Services Heather Wilson	For Tree inventory software that will work in conjunction with the Tree Plotter Canopy tool
\$ 4,200.00	LFUCG - Aging and Disability Services 1105-606102-6051-71299 Kristy Stambaugh	To cover the cost of securing a local art installation for the Lexington Senior Center on Life Lane
\$ 196.00	LFUCG - Corridors Commission 1105-313201-1602-71299 Hilary Angelucci	For an informative plaque on an 11th District corridor

**Council Capital Projects
December 3, 2024
Work Session**

Amount	Recipient	Purpose
\$ 20,735.78	LFUCG - Parks and Recreation Michelle Kosieniak 1105-707602-7221-90321	For the Davis Park basketball courts project
\$ 1,800.00	Meadowthorpe Neighborhood Associaton Ken Miller	For repairs to the curb at Boiling Springs Rd.
\$ 2,150.85	LFUCG - Traffic Engineering Brian Knapp 1105-303601-0001-91616	For the purchase and installation of 2 bike racks for 385 South Limestone
\$ 15,238.09	LFUCG - Traffic Engineering Jeff Neal 1105-303601-0001-91616	For traffic calming and pedestrian safety efforts in the district
\$ 1,000.00	LFUCG - Council Office Shauntae Hall 1105-121001-0001-75101	For replacement banners
\$ 32,676.00	LFUCG - Government Communications/LexTV Chris Edwards 1105-160303-0001-95805	For LexTV computers and video equipment
\$ 25,000.00	The Lyric Theatre & Cultural Arts Center Christian Adair	For creation of a space outfitted with custom indoor LED screen and furnishings
\$ 1,274.13	Ashland Neighborhood Association, Inc. Jeffrey Tuttle	To replace a damaged historic sign located at the intersection of Sycamore and Fontaine Rd
\$ 18,725.00	LFUCG - Traffic Engineering 1105-303602-3606-91616 Roger Mulvaney	For ongoing traffic calming measures in the 4th District
\$ 30,000.00	LFUCG - Parks and Recreation 1105-707602-7221-72199 Michelle Kosieniak	For the Babe Ruth little league concession stand design project

**Council Capital Projects
December 3, 2024
Work Session**

Amount	Recipient	Purpose
\$ 6,000.00	Operation Making A Change Gerald Gibson	To assist with equipment to improve program delivery including camera equipment and a t-shirt press
\$ 10,000.00	Henry Clay Memorial Foundation Jim Henry	For the Ashland Estate for the memorial for the people enslaved sculpture
\$ 1,500.00	LFUCG - Fire Department Chris MacFarlane 1105-505703-5731-75106	For Station 24 equipment needs and supply
\$ 10,000.00	LFUCG - Parks and Recreation Michelle Kosieniak 1105-707602-7221-90317	For tree planting and improvements to the Masterson Station Park Trail
\$ 65,000.00	LFUCG - Traffic Engineering Roger Mulvaney 1105-303602-3606-91616	For traffic calming and multimodal improvements in the 2nd district
\$ 5,000.00	St. Martin's Village Neighborhood Association Inc. Michelle Davis	For signage improvements for neighborhood entry points
\$ 57,500.00	LFUCG - Environmental Quality and Public Works Richard Dugas 1105-303301-0001-93011	For paving projects in the 2nd District
\$ 9,525.00	The Living Arts and Science Center Inc. Jeanette Tesmer	To assist with the construction and lighting of a new outdoor classroom

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AGREEMENTS RELATED TO COUNCIL CAPITAL PROJECT EXPENDITURE FUNDS WITH LEXARTS, INC. (\$55,00.00); COMMUNITY ACTION COUNCIL FOR LEXINGTON-FAYETTE, BOURBON, HARRISON, AND NICHOLAS COUNTIES, INC. (\$5,000.00); LEXARTS, INC. (\$75,000.00); LFUCG DIVISION OF PARKS AND RECREATION (\$16,670.12); LFUCG DIVISION OF ENVIRONMENTAL QUALITY AND PUBLIC WORKS (\$41,775.54); LFUCG DIVISION OF PARKS AND RECREATION (\$22,817.80); LFUCG DIVISION OF TRAFFIC ENGINEERING (\$20,000.00); LFUCG DIVISION OF ENVIRONMENTAL SERVICES (\$40,000.00); LFUCG DIVISION OF AGING AND DISABILITY SERVICES (\$4,200.00); LFUCG CORRIDORS COMMISSION (\$196.00); LFUCG DIVISION OF PARKS AND RECREATION (\$20,735.78); MEADOWTHORPE NEIGHBORHOOD ASSOCIATION, INC. (\$1,800.00); LFUCG DIVISION OF TRAFFIC ENGINEERING (\$2,150.85); LFUCG DIVISION OF TRAFFIC ENGINEERING (\$15,238.09); LFUCG COUNCIL OFFICE (\$1,000.00); LFUCG DIVISION OF GOVERNMENT COMMUNICATIONS (\$32,676.00); THE LYRIC THEATRE AND CULTURAL ARTS CENTER CORPORATION (\$25,000.00); ASHLAND NEIGHBORHOOD ASSOCIATION, INC. (\$1,274.13); LFUCG DIVISION OF TRAFFIC ENGINEERING (\$18,725.00); LFUCG DIVISION OF PARKS AND RECREATION (\$30,000.00); OPERATION MAKING A CHANGE INCORPORATED (\$6,000.00); HENRY CLAY MEMORIAL FOUNDATION (\$10,000.00); LFUCG FIRE DEPARTMENT (\$1,500.00); LFUCG DIVISION OF PARKS AND RECREATION (\$65,000.00); LFUCG DIVISION OF TRAFFIC ENGINEERING (\$65,000.00); ST. MARTIN'S VILLAGE NEIGHBORHOOD ASSOCIATION, INC. (\$5,000.00); LFUCG DIVISION OF ENVIRONMENTAL QUALITY AND PUBLIC WORKS (\$57,500.00); AND THE LIVING ARTS AND SCIENCE CENTER, INC. (\$9,525.00), FOR THE OFFICE OF THE URBAN COUNTY COUNCIL, AT A COST NOT TO EXCEED THE SUM STATED.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute agreements related to Council Capital Project Expenditure Funds, which are attached hereto and incorporated herein by reference, with Lexarts, Inc.; Community Action Council For Lexington-Fayette, Bourbon, Harrison, And Nicholas Counties, Inc.; LFUCG Division Of Parks And Recreation; LFUCG Division Of Environmental Quality And Public Works; LFUCG Division Of Traffic Engineering; LFUCG Division Of Environmental Services; LFUCG Division Of Aging And Disability Services; LFUCG Corridors Commission; Meadowthorpe Neighborhood Association, Inc.; LFUCG Council Office; LFUCG Division Of Government Communications; The Lyric Theatre And Cultural Arts Center Corporation; Ashland Neighborhood Association, Inc.; Operation Making A Change Incorporated; Henry Clay Memorial Foundation; LFUCG Fire Department; St. Martin's Village Neighborhood Association, Inc.; and The Living Arts And Science Center, Inc., for the Office of the Urban County Council.

Section 2 – That amounts, not to exceed the sums stated, be and hereby are approved for payment or transfer to Lexarts, Inc. (\$55,500.00); Community Action Council For Lexington-Fayette, Bourbon, Harrison, And Nicholas Counties, Inc. (\$5,000.00); Lexarts, Inc. (\$75,000.00); LFUCG Division Of Parks And Recreation (\$16,670.12); LFUCG Division Of Environmental Quality And Public Works (\$41,775.54); LFUCG Division Of Parks And Recreation (\$22,817.80); LFUCG Division Of Traffic Engineering (\$20,000.00); LFUCG Division Of Environmental Services (\$40,000.00); LFUCG Division Of Aging And Disability Services (\$4,200.00); LFUCG Corridors Commission (\$196.00); LFUCG Division Of Parks And Recreation (\$20,735.78); Meadowthorpe Neighborhood Association, Inc. (\$1,800.00); LFUCG Division Of Traffic Engineering (\$2,150.85); LFUCG Division Of Traffic Engineering (\$15,238.09); LFUCG Council Office (\$1,000.00); LFUCG Division Of Government Communications (\$32,676.00); The Lyric Theatre And Cultural Arts Center Corporation (\$25,000.00); Ashland Neighborhood Association, Inc. (\$1,274.13); LFUCG Division Of Traffic Engineering (\$18,725.00); LFUCG Division Of Parks And Recreation (\$30,000.00); Operation Making A Change Incorporated (\$6,000.00); Henry Clay Memorial Foundation (\$10,000.00); LFUCG Fire Department (\$1,500.00); LFUCG Division Of Parks And Recreation (\$10,000.00); LFUCG Division of Traffic Engineering (\$65,000.00); St. Martin’s Village Neighborhood Association, Inc. (\$5,000.00); LFUCG Division Of Environmental Quality And Public Works (\$57,500.00); and The Living Arts And Science Center, Inc. (\$9,525.00), from account #1105-121002-91715, from various Council Districts, pursuant to the terms of the agreements.

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

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
1223-24:GET: 4906-0540-9025, v. 1

RESOLUTION NO. 640 - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AGREEMENTS RELATED TO COUNCIL CAPITAL PROJECT EXPENDITURE FUNDS WITH LEXARTS, INC. (\$55,500.00); COMMUNITY ACTION COUNCIL FOR LEXINGTON-FAYETTE, BOURBON, HARRISON, AND NICHOLAS COUNTIES, INC. (\$5,000.00); LEXARTS, INC. (\$75,000.00); LFUCG DIVISION OF PARKS AND RECREATION (\$16,670.12); LFUCG DIVISION OF ENVIRONMENTAL QUALITY AND PUBLIC WORKS (\$41,775.54); LFUCG DIVISION OF PARKS AND RECREATION (\$22,817.80); LFUCG DIVISION OF TRAFFIC ENGINEERING (\$20,000.00); LFUCG DIVISION OF ENVIRONMENTAL SERVICES (\$40,000.00); LFUCG DIVISION OF AGING AND DISABILITY SERVICES (\$4,200.00); LFUCG CORRIDORS COMMISSION (\$196.00); LFUCG DIVISION OF PARKS AND RECREATION (\$20,735.78); MEADOWTHORPE NEIGHBORHOOD ASSOCIATION, INC. (\$1,800.00); LFUCG DIVISION OF TRAFFIC ENGINEERING (\$2,150.85); LFUCG DIVISION OF TRAFFIC ENGINEERING (\$15,238.09); LFUCG COUNCIL OFFICE (\$1,000.00); LFUCG DIVISION OF GOVERNMENT COMMUNICATIONS (\$32,676.00); THE LYRIC THEATRE AND CULTURAL ARTS CENTER CORPORATION (\$25,000.00); ASHLAND NEIGHBORHOOD ASSOCIATION, INC. (\$1,274.13); LFUCG DIVISION OF TRAFFIC ENGINEERING (\$18,725.00); LFUCG DIVISION OF PARKS AND RECREATION (\$30,000.00); OPERATION MAKING A CHANGE INCORPORATED (\$6,000.00); HENRY CLAY MEMORIAL FOUNDATION (\$10,000.00); LFUCG FIRE DEPARTMENT (\$1,500.00); LFUCG DIVISION OF PARKS AND RECREATION (\$10,000.00); LFUCG DIVISION OF TRAFFIC ENGINEERING (\$65,000.00); ST. MARTIN'S VILLAGE NEIGHBORHOOD ASSOCIATION, INC. (\$5,000.00); LFUCG DIVISION OF ENVIRONMENTAL QUALITY AND PUBLIC WORKS (\$57,500.00); THE LIVING ARTS AND SCIENCE CENTER, INC. (\$9,525.00); LEXINGTON LEADERSHIP FOUNDATION (\$50,000.00); AND LFUCG DIVISION OF PARKS AND RECREATION (\$5,000.00), FOR THE OFFICE OF THE URBAN COUNTY COUNCIL, AT A COST NOT TO EXCEED THE SUM STATED.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute agreements related to Council Capital Project Expenditure Funds, which are attached hereto and incorporated herein by reference, with Lexarts, Inc.; Community Action Council For Lexington-Fayette, Bourbon, Harrison, And Nicholas Counties, Inc.; LFUCG Division Of Parks And Recreation; LFUCG Division Of Environmental Quality And Public Works; LFUCG Division Of Traffic Engineering; LFUCG Division Of Environmental Services; LFUCG Division Of Aging And Disability Services; LFUCG Corridors Commission; Meadowthorpe Neighborhood Association, Inc.; LFUCG Council Office; LFUCG Division Of Government Communications; The Lyric Theatre And Cultural Arts Center Corporation; Ashland Neighborhood Association, Inc.; Operation Making A Change Incorporated; Henry Clay Memorial Foundation; LFUCG Fire Department; St. Martin's Village Neighborhood

Association, Inc.; Lexington Leadership Foundation; and The Living Arts And Science Center, Inc., for the Office of the Urban County Council.

Section 2 – That amounts, not to exceed the sums stated, be and hereby are approved for payment or transfer to Lexarts, Inc. (\$55,500.00); Community Action Council For Lexington-Fayette, Bourbon, Harrison, And Nicholas Counties, Inc. (\$5,000.00); Lexarts, Inc. (\$75,000.00); LFUCG Division Of Parks And Recreation (\$16,670.12); LFUCG Division Of Environmental Quality And Public Works (\$41,775.54); LFUCG Division Of Parks And Recreation (\$22,817.80); LFUCG Division Of Traffic Engineering (\$20,000.00); LFUCG Division Of Environmental Services (\$40,000.00); LFUCG Division Of Aging And Disability Services (\$4,200.00); LFUCG Corridors Commission (\$196.00); LFUCG Division Of Parks And Recreation (\$20,735.78); Meadowthorpe Neighborhood Association, Inc. (\$1,800.00); LFUCG Division Of Traffic Engineering (\$2,150.85); LFUCG Division Of Traffic Engineering (\$15,238.09); LFUCG Council Office (\$1,000.00); LFUCG Division Of Government Communications (\$32,676.00); The Lyric Theatre And Cultural Arts Center Corporation (\$25,000.00); Ashland Neighborhood Association, Inc. (\$1,274.13); LFUCG Division Of Traffic Engineering (\$18,725.00); LFUCG Division Of Parks And Recreation (\$30,000.00); Operation Making A Change Incorporated (\$6,000.00); Henry Clay Memorial Foundation (\$10,000.00); LFUCG Fire Department (\$1,500.00); LFUCG Division Of Parks And Recreation (\$10,000.00); LFUCG Division of Traffic Engineering (\$65,000.00); St. Martin's Village Neighborhood Association, Inc. (\$5,000.00); LFUCG Division Of Environmental Quality And Public Works (\$57,500.00); The Living Arts And Science Center, Inc. (\$9,525.00); Lexington Leadership Foundation (\$50,000.00); and LFUCG Division of Parks and Recreation (\$5,000.00) from account #1105-121002-91715, from various Council Districts, pursuant to the terms of the agreements.

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

PASSED URBAN COUNTY COUNCIL: December 5, 2024,



MAYOR

ATTEST:



CLERK OF URBAN COUNTY COUNCIL

1223-24:GET: 4906-0540-9025, v. 1

AGREEMENT

THIS AGREEMENT, made and entered into on the December 10, 2024 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and LexArts (Hereinafter "Organization"), of 161 N. Mill St., Lexington, KY 40507, Fayette County).

WITNESSETH:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Council Capital Project Funds.** Government hereby grants Organization the sum of \$55,500 for the following lawful public purpose:

[For Lexington's Freedom Train/ Lexington's Underground Railroad project to establish a monument of Lewis and Harriet Hayden.]
2. **Finalization of Agreement.** Organization shall return this Agreement to the Council Administrator's Office on or before January 9, 2024. If Organization **fails to sign and return this Agreement within thirty (30) days, Organization shall be deemed to have forfeited the Council Capital Project Funds and Organization shall be deemed ineligible to receive Council Capital Project Funds for a period of one (1) year.**
3. **Receipt of Funds.** Upon return of the signed Agreement to the Council Administrator's Office, the Council Administrator or designee shall issue the check to the Organization. The check shall be timely deposited by the Organization within sixty (60) days of receipt. If the Organization **fails to deposit the check within sixty (60) days of receipt, the Organization shall be deemed ineligible to receive Council Capital Project Funds for a period of one (1) year.** Under no circumstances shall a check that the Organization fails to deposit within sixty (60) days of receipt be re-issued by the Government.
4. **Return of Funds.** If Organization is overcompensated for the above-described project, Organization shall return any and all excess funds in the form of a check sent to the sponsoring council member's office, made out to "LFUCG," upon completion of the project.
5. **Required Documentation.** Organization shall submit all relevant receipts and financial documentation to Vice Mayor Wu's office, documenting the use of the granted funds for the specified lawful public purpose, within twelve (12) months of receiving the Council Capital

Project Fund check. If Organization fails to provide the required documentation, the Organization shall be deemed ineligible to receive Council Capital Project Funds for a period of one (1) year.

6. Organization shall provide equal opportunity in employment for all qualified persons; prohibit discrimination in employment because of race, color, creed, national origin, sex, sexual orientation, gender identity, or age between 40 and 70; promote equal employment through a positive, continuing program of equal employment and cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
7. In any written or oral communications, the Organization shall identify the Lexington-Fayette Urban County Government as the source of the above-referenced funds; the Organization shall not specifically identify an individual Councilmember as being responsible for the funds donated by the Lexington-Fayette Urban County Government.

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: Ame Sweetall
Ame Sweetall
LexArts

AGREEMENT

THIS AGREEMENT, made and entered into on the December 10, 2024 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and LexArts (Hereinafter "Organization"), of 161 N. Mill St., Lexington, KY 40507, Fayette County).

WITNESSETH:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Council Capital Project Funds.** Government hereby grants Organization the sum of \$75,000 for the following lawful public purpose:

[For installation of a mural including artist fees, material and installation costs, printing, signage, insurance and project management.]

2. **Finalization of Agreement.** Organization shall return this Agreement to the Council Administrator's Office on or before January 9, 2024. If Organization **fails to sign and return this Agreement within thirty (30) days, Organization shall be deemed to have forfeited the Council Capital Project Funds and Organization shall be deemed ineligible to receive Council Capital Project Funds for a period of one (1) year.**
3. **Receipt of Funds.** Upon return of the signed Agreement to the Council Administrator's Office, the Council Administrator or designee shall issue the check to the Organization. The check shall be timely deposited by the Organization within sixty (60) days of receipt. If the Organization **fails to deposit the check within sixty (60) days of receipt, the Organization shall be deemed ineligible to receive Council Capital Project Funds for a period of one (1) year.** Under no circumstances shall a check that the Organization fails to deposit within sixty (60) days of receipt be re-issued by the Government.
4. **Return of Funds.** If Organization is overcompensated for the above-described project, Organization shall return any and all excess funds in the form of a check sent to the sponsoring council member's office, made out to "LFUCG," upon completion of the project.
5. **Required Documentation.** Organization shall submit all relevant receipts and financial documentation to Councilmember Gray's office, documenting the use of the granted funds for the specified lawful public purpose, within twelve (12) months of receiving the Council

Capital Project Fund check. If Organization fails to provide the required documentation, the Organization shall be deemed ineligible to receive Council Capital Project Funds for a period of one (1) year.

6. Organization shall provide equal opportunity in employment for all qualified persons; prohibit discrimination in employment because of race, color, creed, national origin, sex, sexual orientation, gender identity, or age between 40 and 70; promote equal employment through a positive, continuing program of equal employment and cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
7. In any written or oral communications, the Organization shall identify the Lexington-Fayette Urban County Government as the source of the above-referenced funds; the Organization shall not specifically identify an individual Councilmember as being responsible for the funds donated by the Lexington-Fayette Urban County Government.

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: *Linda Gorton*
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: *Ame Sweetall*
Ame Sweetall
LexArts

AGREEMENT

THIS AGREEMENT, made and entered into on the December 10, 2024 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Henry Clay Memorial Foundation (Hereinafter "Organization"), of 120 Sycamore Rd., Lexington, KY 40502, Fayette County).

WITNESSETH:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Council Capital Project Funds.** Government hereby grants Organization the sum of \$10,000 for the following lawful public purpose:

[For the Ashland Estate for the memorial for the people enslaved sculpture.]

2. **Finalization of Agreement.** Organization shall return this Agreement to the Council Administrator's Office on or before January 9, 2024. If Organization **fails to sign and return this Agreement within thirty (30) days, Organization shall be deemed to have forfeited the Council Capital Project Funds and Organization shall be deemed ineligible to receive Council Capital Project Funds for a period of one (1) year.**
3. **Receipt of Funds.** Upon return of the signed Agreement to the Council Administrator's Office, the Council Administrator or designee shall issue the check to the Organization. The check shall be timely deposited by the Organization within sixty (60) days of receipt. If the Organization **fails to deposit the check within sixty (60) days of receipt, the Organization shall be deemed ineligible to receive Council Capital Project Funds for a period of one (1) year.** Under no circumstances shall a check that the Organization fails to deposit within sixty (60) days of receipt be re-issued by the Government.
4. **Return of Funds.** If Organization is overcompensated for the above-described project, Organization shall return any and all excess funds in the form of a check sent to the sponsoring council member's office, made out to "LFUCG," upon completion of the project.
5. **Required Documentation.** Organization shall submit all relevant receipts and financial documentation to Councilmember J. Brown's office, documenting the use of the granted funds for the specified lawful public purpose, within twelve (12) months of receiving the Council Capital Project Fund check. If Organization **fails to provide the required**

documentation, the Organization shall be deemed ineligible to receive Council Capital Project Funds for a period of one (1) year.

6. Organization shall provide equal opportunity in employment for all qualified persons; prohibit discrimination in employment because of race, color, creed, national origin, sex, sexual orientation, gender identity, or age between 40 and 70; promote equal employment through a positive, continuing program of equal employment and cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
7. In any written or oral communications, the Organization shall identify the Lexington-Fayette Urban County Government as the source of the above-referenced funds; the Organization shall not specifically identify an individual Councilmember as being responsible for the funds donated by the Lexington-Fayette Urban County Government.

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: *Linda Gorton*
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: *Jim Clark*
Jim Clark
Henry Clay Memorial Foundation

AGREEMENT

THIS AGREEMENT, made and entered into on the December 10, 2024 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Lexington Leadership Foundation Inc. (Hereinafter "Organization"), of 422 Codell Drive, Lexington, KY 40509, Fayette County).

WITNESSETH:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Council Capital Project Funds.** Government hereby grants Organization the sum of \$50,000 for the following lawful public purpose:

[For capital improvements to the Woodhill neighborhood including installation of bus shelter on Codell Drive and improvements to the The Woodhill Community Center.]

2. **Finalization of Agreement.** Organization shall return this Agreement to the Council Administrator's Office on or before January 9, 2024. If Organization **fails to sign and return this Agreement within thirty (30) days, Organization shall be deemed to have forfeited the Council Capital Project Funds and Organization shall be deemed ineligible to receive Council Capital Project Funds for a period of one (1) year.**
3. **Receipt of Funds.** Upon return of the signed Agreement to the Council Administrator's Office, the Council Administrator or designee shall issue the check to the Organization. The check shall be timely deposited by the Organization within sixty (60) days of receipt. If the Organization **fails to deposit the check within sixty (60) days of receipt, the Organization shall be deemed ineligible to receive Council Capital Project Funds for a period of one (1) year.** Under no circumstances shall a check that the Organization fails to deposit within sixty (60) days of receipt be re-issued by the Government.
4. **Return of Funds.** If Organization is overcompensated for the above-described project, Organization shall return any and all excess funds in the form of a check sent to the sponsoring council member's office, made out to "LFUCG," upon completion of the project.
5. **Required Documentation.** Organization shall submit all relevant receipts and financial documentation to Councilmember Worley's office, documenting the use of the granted funds for the specified lawful public purpose, within twelve (12) months of receiving the Council

Capital Project Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Council Capital Project Funds for a period of one (1) year.**

6. Organization shall provide equal opportunity in employment for all qualified persons; prohibit discrimination in employment because of race, color, creed, national origin, sex, sexual orientation, gender identity, or age between 40 and 70; promote equal employment through a positive, continuing program of equal employment and cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
7. In any written or oral communications, the Organization shall identify the Lexington-Fayette Urban County Government as the source of the above-referenced funds; the Organization shall not specifically identify an individual Councilmember as being responsible for the funds donated by the Lexington-Fayette Urban County Government.

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: *Linda Gorton*
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: *Marcus A Patrick*
Marcus Patrick
Lexington Leadership Foundation Inc.

AGREEMENT

THIS AGREEMENT, made and entered into on the December 10, 2024 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and The Lyric Theatre & Cultural Arts Center (Hereinafter "Organization"), of 300 East Third St., Lexington, KY 40507, Fayette County).

WITNESSETH:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Council Capital Project Funds.** Government hereby grants Organization the sum of \$25,000 for the following lawful public purpose:

[For creation of a space outfitted with custom indoor LED screen and furnishings.]

2. **Finalization of Agreement.** Organization shall return this Agreement to the Council Administrator's Office on or before January 9, 2024. If Organization **fails to sign and return this Agreement within thirty (30) days, Organization shall be deemed to have forfeited the Council Capital Project Funds and Organization shall be deemed ineligible to receive Council Capital Project Funds for a period of one (1) year.**
3. **Receipt of Funds.** Upon return of the signed Agreement to the Council Administrator's Office, the Council Administrator or designee shall issue the check to the Organization. The check shall be timely deposited by the Organization within sixty (60) days of receipt. If the Organization **fails to deposit the check within sixty (60) days of receipt, the Organization shall be deemed ineligible to receive Council Capital Project Funds for a period of one (1) year.** Under no circumstances shall a check that the Organization fails to deposit within sixty (60) days of receipt be re-issued by the Government.
4. **Return of Funds.** If Organization is overcompensated for the above-described project, Organization shall return any and all excess funds in the form of a check sent to the sponsoring council member's office, made out to "LFUCG," upon completion of the project.
5. **Required Documentation.** Organization shall submit all relevant receipts and financial documentation to Councilmember Ellinger's office, documenting the use of the granted funds for the specified lawful public purpose, within twelve (12) months of receiving the Council Capital Project Fund check. If Organization **fails to provide the required documentation, the**

Organization shall be deemed ineligible to receive Council Capital Project Funds for a period of one (1) year.

6. Organization shall provide equal opportunity in employment for all qualified persons; prohibit discrimination in employment because of race, color, creed, national origin, sex, sexual orientation, gender identity, or age between 40 and 70; promote equal employment through a positive, continuing program of equal employment and cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
7. In any written or oral communications, the Organization shall identify the Lexington-Fayette Urban County Government as the source of the above-referenced funds; the Organization shall not specifically identify an individual Councilmember as being responsible for the funds donated by the Lexington-Fayette Urban County Government.

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: 
Linda Gorton, MAYOR

ATTEST:


CLERK OF URBAN COUNTY COUNCIL

By: 
Christian Adair
The Lyric Theatre & Cultural Arts Center

AGREEMENT

THIS AGREEMENT, made and entered into on the December 10, 2024 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Ashland Neighborhood Association, Inc. (Hereinafter "Organization"), of 232 Sycamore Road, Lexington, KY 40502, Fayette County).

WITNESSETH:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Council Capital Project Funds.** Government hereby grants Organization the sum of \$1,274.13 for the following lawful public purpose:

[To replace a damaged historic sign located at the intersection of Sycamore and Fontaine Rd.]


2. **Finalization of Agreement.** Organization shall return this Agreement to the Council Administrator's Office on or before January 9, 2024. If Organization **fails to sign and return this Agreement within thirty (30) days, Organization shall be deemed to have forfeited the Council Capital Project Funds and Organization shall be deemed ineligible to receive Council Capital Project Funds for a period of one (1) year.**
3. **Receipt of Funds.** Upon return of the signed Agreement to the Council Administrator's Office, the Council Administrator or designee shall issue the check to the Organization. The check shall be timely deposited by the Organization within sixty (60) days of receipt. If the Organization **fails to deposit the check within sixty (60) days of receipt, the Organization shall be deemed ineligible to receive Council Capital Project Funds for a period of one (1) year.** Under no circumstances shall a check that the Organization fails to deposit within sixty (60) days of receipt be re-issued by the Government.
4. **Return of Funds.** If Organization is overcompensated for the above-described project, Organization shall return any and all excess funds in the form of a check sent to the sponsoring council member's office, made out to "LFUCG," upon completion of the project.
5. **Required Documentation.** Organization shall submit all relevant receipts and financial documentation to Councilmember Sheehan's office, documenting the use of the granted funds for the specified lawful public purpose, within twelve (12) months of receiving the Council Capital Project Fund check. If Organization **fails to provide the required**

documentation, the Organization shall be deemed ineligible to receive Council Capital Project Funds for a period of one (1) year.

6. Organization shall provide equal opportunity in employment for all qualified persons; prohibit discrimination in employment because of race, color, creed, national origin, sex, sexual orientation, gender identity, or age between 40 and 70; promote equal employment through a positive, continuing program of equal employment and cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
7. In any written or oral communications, the Organization shall identify the Lexington-Fayette Urban County Government as the source of the above-referenced funds; the Organization shall not specifically identify an individual Councilmember as being responsible for the funds donated by the Lexington-Fayette Urban County Government.


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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: 
Linda Gorton, MAYOR

ATTEST:


CLERK OF URBAN COUNTY COUNCIL

By: 
Jeffrey Tuttle
Ashland Neighborhood Association, Inc.

4857-1913-5132, v. 4

AGREEMENT

THIS AGREEMENT, made and entered into on the December 10, 2024 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and St. Martin's Village Neighborhood Association Inc. (Hereinafter "Organization"), of 1033 St. Martin's Avenue, Lexington, KY 40511, Fayette County).

WITNESSETH:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Council Capital Project Funds.** Government hereby grants Organization the sum of \$5,000 for the following lawful public purpose:

[For signage improvements for neighborhood entry points.]

2. **Finalization of Agreement.** Organization shall return this Agreement to the Council Administrator's Office on or before January 9, 2024. If Organization **fails to sign and return this Agreement within thirty (30) days, Organization shall be deemed to have forfeited the Council Capital Project Funds and Organization shall be deemed ineligible to receive Council Capital Project Funds for a period of one (1) year.**
3. **Receipt of Funds.** Upon return of the signed Agreement to the Council Administrator's Office, the Council Administrator or designee shall issue the check to the Organization. The check shall be timely deposited by the Organization within sixty (60) days of receipt. If the Organization **fails to deposit the check within sixty (60) days of receipt, the Organization shall be deemed ineligible to receive Council Capital Project Funds for a period of one (1) year.** Under no circumstances shall a check that the Organization fails to deposit within sixty (60) days of receipt be re-issued by the Government.
4. **Return of Funds.** If Organization is overcompensated for the above-described project, Organization shall return any and all excess funds in the form of a check sent to the sponsoring council member's office, made out to "LFUCG," upon completion of the project.
5. **Required Documentation.** Organization shall submit all relevant receipts and financial documentation to Councilmember Lynch's office, documenting the use of the granted funds for the specified lawful public purpose, within twelve (12) months of receiving the Council Capital Project Fund check. If Organization **fails to provide the required documentation, the**

Organization shall be deemed ineligible to receive Council Capital Project Funds for a period of one (1) year.

6. Organization shall provide equal opportunity in employment for all qualified persons; prohibit discrimination in employment because of race, color, creed, national origin, sex, sexual orientation, gender identity, or age between 40 and 70; promote equal employment through a positive, continuing program of equal employment and cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
7. In any written or oral communications, the Organization shall identify the Lexington-Fayette Urban County Government as the source of the above-referenced funds; the Organization shall not specifically identify an individual Councilmember as being responsible for the funds donated by the Lexington-Fayette Urban County Government.

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbey Allan
CLERK OF URBAN COUNTY COUNCIL

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

AGREEMENT

THIS AGREEMENT, made and entered into on the December 10, 2024 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Community Action Council for Lexington-Fayette, Bourbon, Harrison, and Nicholas Counties, Inc. (Hereinafter "Organization"), of 1169 Winburn Drive #A, Lexington, KY 40511, Fayette County).

WITNESSETH:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Council Capital Project Funds.** Government hereby grants Organization the sum of \$5,000 for the following lawful public purpose:

[For the construction and creation of a community garden including garden beds, greenhouses, fencing, and other essential equipment.]
2. **Finalization of Agreement.** Organization shall return this Agreement to the Council Administrator's Office on or before January 9, 2024. If Organization **fails to sign and return this Agreement within thirty (30) days, Organization shall be deemed to have forfeited the Council Capital Project Funds and Organization shall be deemed ineligible to receive Council Capital Project Funds for a period of one (1) year.**
3. **Receipt of Funds.** Upon return of the signed Agreement to the Council Administrator's Office, the Council Administrator or designee shall issue the check to the Organization. The check shall be timely deposited by the Organization within sixty (60) days of receipt. If the Organization **fails to deposit the check within sixty (60) days of receipt, the Organization shall be deemed ineligible to receive Council Capital Project Funds for a period of one (1) year.** Under no circumstances shall a check that the Organization fails to deposit within sixty (60) days of receipt be re-issued by the Government.
4. **Return of Funds.** If Organization is overcompensated for the above-described project, Organization shall return any and all excess funds in the form of a check sent to the sponsoring council member's office, made out to "LFUCG," upon completion of the project.
5. **Required Documentation.** Organization shall submit all relevant receipts and financial documentation to Councilmember Fogle's office, documenting the use of the granted funds

for the specified lawful public purpose, within twelve (12) months of receiving the Council Capital Project Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Council Capital Project Funds for a period of one (1) year.**

6. Organization shall provide equal opportunity in employment for all qualified persons; prohibit discrimination in employment because of race, color, creed, national origin, sex, sexual orientation, gender identity, or age between 40 and 70; promote equal employment through a positive, continuing program of equal employment and cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
7. In any written or oral communications, the Organization shall identify the Lexington-Fayette Urban County Government as the source of the above-referenced funds; the Organization shall not specifically identify an individual Councilmember as being responsible for the funds donated by the Lexington-Fayette Urban County Government.

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: *Linda Gorton*
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: *Rosha Williams*
Rosha Williams
Community Action Council for Lexington-Fayette, Bourbon, Harrison,
and Nicholas Counties, Inc.

AGREEMENT

THIS AGREEMENT, made and entered into on the December 10, 2024 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Operation Making A Change (Hereinafter "Organization"), of 540 East Third St., Lexington, KY 40508, Fayette County).

WITNESSETH:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Council Capital Project Funds.** Government hereby grants Organization the sum of \$6,000 for the following lawful public purpose:

[To assist with equipment to improve program delivery including camera equipment and a t-shirt press.]

2. **Finalization of Agreement.** Organization shall return this Agreement to the Council Administrator's Office on or before January 9, 2024. If Organization **fails to sign and return this Agreement within thirty (30) days, Organization shall be deemed to have forfeited the Council Capital Project Funds and Organization shall be deemed ineligible to receive Council Capital Project Funds for a period of one (1) year.**
3. **Receipt of Funds.** Upon return of the signed Agreement to the Council Administrator's Office, the Council Administrator or designee shall issue the check to the Organization. The check shall be timely deposited by the Organization within sixty (60) days of receipt. If the Organization **fails to deposit the check within sixty (60) days of receipt, the Organization shall be deemed ineligible to receive Council Capital Project Funds for a period of one (1) year.** Under no circumstances shall a check that the Organization fails to deposit within sixty (60) days of receipt be re-issued by the Government.
4. **Return of Funds.** If Organization is overcompensated for the above-described project, Organization shall return any and all excess funds in the form of a check sent to the sponsoring council member's office, made out to "LFUCG," upon completion of the project.
5. **Required Documentation.** Organization shall submit all relevant receipts and financial documentation to Councilmember J. Brown's office, documenting the use of the granted funds for the specified lawful public purpose, within twelve (12) months of receiving the

Council Capital Project Fund check. If Organization fails to provide the required documentation, the Organization shall be deemed ineligible to receive Council Capital Project Funds for a period of one (1) year.

6. Organization shall provide equal opportunity in employment for all qualified persons; prohibit discrimination in employment because of race, color, creed, national origin, sex, sexual orientation, gender identity, or age between 40 and 70; promote equal employment through a positive, continuing program of equal employment and cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
7. In any written or oral communications, the Organization shall identify the Lexington-Fayette Urban County Government as the source of the above-referenced funds; the Organization shall not specifically identify an individual Councilmember as being responsible for the funds donated by the Lexington-Fayette Urban County Government.

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: Gerald Gibson
Gerald Gibson
Operation Making A Change



**Lexington-Fayette Urban County
Government
Master**

200 E. Main St
Lexington, KY 40507

File Number: 1219-24

File ID: 1219-24

Type: Summary

Status: Received and Filed

Version: 1

Contract #:

In Control: Urban County
Council

File Created: 11/23/2024

File Name: Summary: Environmental Quality and Public Works
Committee, October 22, 2024

Final Action: 12/03/2024

Title: Summary: Environmental Quality and Public Works Committee, October 22, 2024

Notes:

Sponsors:

Enactment Date:

Attachments: eqpw_2024-10-22

Enactment Number:

Deed #:

Hearing Date:

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	12/03/2024	Received and Filed				

Text of Legislative File 1219-24

Title

Summary: Environmental Quality and Public Works Committee, October 22, 2024



Environmental Quality & Public Works Committee

October 22, 2024

Summary and Motions

Chair Sheehan called the meeting to order at 1:03 p.m. Committee Members, Vice-Mayor Wu and Council Members Fogle, Lynch, LeGris, Monarrez, Gray, Worley, F. Brown, and Sevigny were present. Council Member Reynolds was present as a non-voting member.

I. Approval of August 20, 2024 Committee Summary

Motion by Sevigny to approve the August 20, 2024 Environmental Quality & Public Works Committee Summary. Seconded by LeGris. Motion passed without dissent.

II. Annual Snow Removal Plan

Rob Allen, Director of Streets and Roads, presented the 2024-25 Snow Plan Update and reviewed the salt expense comparison between fiscal years. He said 8,800 tons of salt are on hand for the 2024-25 winter season. Allen displayed a map to show the route rankings throughout the city and said service levels are 1-3 depending on accumulation. The Snow Route Optimization Study was completed this year and LFUCG went from having 16 previous zones to 11 current zones. He spoke about the baseline scenario presented by University of Kentucky and out of the 3 options presented, “medium change” was selected as the most desirable scenario. He reviewed changes for the 2024-25 school year noting that some routes have been added after consulting with Fayette County Public Schools (FCPS).

Sidewalk snow removal is performed primarily by the Division of Environmental Services, Parks, Fire, and Facilities and over 84 miles of sidewalks are serviced with full completion of the plan. He provided an example to show how routes are prioritized and said the snow plan is designed to be completed within 48 hours. Looking ahead, the condemned salt barn is being replaced with a new salt dome on the old landfill. The new dome will have a storage capacity of up to 4,500 tons and this will bring the storage capacity to 11,500 tons of salt under one roof.

When asked if all those invited to the stakeholder meetings were in attendance, Allen said he is not sure if all attended, but they have all provided input and participated. Speaking about communication with FCPS, Allen said they coordinate on a regular basis and FCPS communicates when bus routes have been amended. Allen confirmed if parents have questions, they would direct calls to LFUCG. No action was taken on this item.

III. MS4 Stormwater Quality Update

Greg Lubeck, Deputy Director of Water Quality, reviewed the Municipal Separate Storm Sewer System (MS4) Program elements. These elements include public engagement, pollution prevention, and monitoring and reporting. The purpose of Illicit Discharge Detection and Elimination (IDDE) is to detect and eliminate illicit connections and improper disposal of waste into the MS4 by determining the types and sources of illicit discharges entering the system. The construction site stormwater runoff control program stipulates requirements for construction site operators to implement appropriate erosion and sediment control using best management practices.

He reviewed several case studies including curb inlets, vegetative buffer, silt fence, and construction access. Construction site management and enforcement includes detention basins, retention ponds, private water quality control devices, LFUCG water quality devices, underground detention basins, and critical culvert inspections. He reviewed municipal operations, industrial facilities, and industrial inspections and noted there were 12,151 inspections in 2023.

When asked if there is a way for residents to report issues, Lubeck said the best thing to do is call 311 and the Compliance and Monitoring section will investigate. Lubeck spoke about the water sampling process and the volunteering aspect of water quality measurements, and he mentioned the watershed focus monitoring program where they sample 7 different watersheds. They rely on volunteers because staff alone can't accomplish this. He also cited the last watershed focus monitoring program was a permitting issue and they are working with the state to get a new permit. No action was taken on this item.

IV. Community Outreach Update

Angela Poe, Public Information and Engagement (PIE) Section Manager, began the presentation with an overview of the PIE program's purpose and structure. The mission is to inform the public about services provided by Environmental Quality & Public Works and engage the public in behaviors that benefit the community. She provided an overview of the FY24 programs which include Geocaching, Art by Nature, Go See Trees, Creek Sweep (litter cleanup), and Compost Workshops. Moving forward, the Community Environmental Academy is returning and will be more accessible. There will be storm drain adoptions and a Pickup and Play pilot funded by Corridors in partnership with Parks and Recreation. The compost program provides alternative organic material disposal options, engaging only those interested in home composting. Poe provided an overview of the FY24 PIE-led events as well collaborative and tabling events. Finally, she spoke about direct community outreach which is aimed at building relationships with traditionally underserved communities. This is a long-term investment for us to show up, listen, and help in ways that are within our scope.

When asked if metal stakes are recycled with the yard signs, Poe said this is done separately so they can be reused or recycled with metal. Poe confirmed councilmembers are allowed to participate in the Community Environmental Academy. Poe spoke about the diversity of staff which consists of college age up to those who could potentially retire. When asked if there are events on the Northside, Poe said Lex Litter Fest took place in Castlewood Park. Currently, there are programs in 5 parks but are deliberately spread out across the city.

Regarding the capacity of the compost workshop, Poe confirmed they try not to make the classes too large because each person in the registered household is encouraged to attend. She will investigate the feasibility of making these workshops available virtually. This program's success is due to participants investing in the education piece before they get the voucher. When asked about outreach, Poe said mailers and social media are a useful way to get the word out. Poe requested the Council to communicate with her if they have connections to active neighborhood associations or faith-based groups. No action was taken on this item.

V. Items Referred to Committee

Motion by Sheehan to remove from the list of committee referrals: Item #2 – Explore Lexington's Sustainability Options. Seconded by Gray. Motion passed without dissent.

The meeting adjourned at 2:20 p.m.



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 1146-24

File ID: 1146-24

Type: Resolution

Status: Approved

Version: 1

Contract #:

In Control: Urban County
Council

File Created: 11/11/2024

File Name: ZOLL sole source & monitor purchasee November
2024

Final Action: 12/05/2024

Title: A Resolution authorizing the Div. of Fire and Emergency Services to purchase replacement cardiac monitors from Zoll, a sole source provider, and authorizing the Mayor, on behalf of the Urban County Government, to execute any necessary Agreement with Zoll, related to the procurement at a cost not to exceed \$182,062. [Div. of Fire and Emergency Services, Wells]

Notes:

Sponsors:

Enactment Date: 12/05/2024

Attachments: Zoll Cardiac Monitor sole source Blue
Sheet_112024, ZOLL sole source
justification_11112024, ZOLL quote_112024,
1146-24 zoll 4934-7998-4128 v.1.docx, R-612-2024

Enactment Number: R-612-2024

Deed #:

Hearing Date:

Drafter: Tammy James

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	12/03/2024	Approved and Referred to Docket	Urban County Council	12/03/2024		Pass
1	Urban County Council	12/03/2024	Received First Reading	Urban County Council	12/05/2024		
1	Urban County Council	12/05/2024	Approved				Pass

Text of Legislative File 1146-24

Title

A Resolution authorizing the Div. of Fire and Emergency Services to purchase replacement cardiac monitors from Zoll, a sole source provider, and authorizing the Mayor, on behalf of the Urban County Government, to execute any necessary Agreement with Zoll, related to the procurement at a cost not to exceed \$182,062. [Div. of Fire and Emergency Services,

Wells]

Summary

Authorization to establish ZOLL, a manufacturer of cardiac monitors, as a sole source provider and to purchase replacement monitors at a cost of \$182,062.00. Funds are

Budgeted. (L1046-24) (Wells/Armstrong)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: No

Risk Management: No

Fully Budgeted: Yes

Account Number: 1105-505702-5712-96709

This Fiscal Year Impact: \$182,062.00

Annual Impact:

Project: EMS_EQUIP_2025

Activity: EQUIP_EMS

Budget Reference:

Current Balance: \$388,924.82



TO: Mayor Linda Gorton
Urban County Council

FROM: Jason G. Wells, Fire Chief

DATE: November 8, 2024

SUBJECT: Establish ZOLL as a sole source provider

Request: The Division of Fire and Emergency Services requests council authorization to establish ZOLL as a sole source provider for the cardiac monitors the division purchases and to purchase the monitors that are needing replaced this cycle. ZOLL has been the standard equipment provider for the Division of Fire for decades. Zoll is the manufacturer of cardiac monitors and the only supplier.

The department needs this action completed because the cardiac monitors have a recommended life cycle. To maintain the replacement cycle, the division budgets annually to replace three to four monitors along with ancillary equipment. Making ZOLL a sole source will increase the pricing discount they give the division.

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

The cost for this FY is \$182,062.00

Are the funds budgeted?

- YES -

The funds are budgeted, or a budget amendment is in process:

Account number: 1105-505702-5712-96709_EMS_EQUIP_2025

File Number:

Director/Commissioner: Wells/Armstrong





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 (\$2,499-\$10,000), formal quotes (\$10,001 - \$29,999.99), or formal bid (\$30,000 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 \$30,000 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 Eddie Crews Division/Dept Fire
Phone 231-5644 Email crewse@lexingtonky.gov

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

Cost: _____

Sole Source Request for the Purchase of: Zoll Cardiac Monitor

☐ 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 Zoll Medical Corporation
Contact Name Dione Amirkhan
Address 269 Mill Rd Chelmsford, MA 01824
Phone 502-419-6030 Email damirkhan@zoll.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.

Zoll cardiac monitors have been used for many years by the fire department. All personnel are trained in their use.

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

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

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

☐ Uniqueness of the service. Describe.

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

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

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

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

-



LEXINGTON

JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

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

No other vendors offer the Zol monitor

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.)

Price is quoted a discount

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

Price is quoted with discount and Zoll provides trade in amount when monitor reaches end of life.



ZOLL Medical Corporation
269 Mill Road
Chelmsford, MA 01824-4105
Federal ID# 04-2711626
Phone: (800) 348-9011
Fax: (978) 421-0015
Email: esales@zoll.com

Quote No: Q-90242 Version: 1

Lexington Fire Department
219 East Third Street
Lexington, KY 40508

ZOLL Customer No: 7394

Ed Crews
(859) 231-5600

Quote No: Q-90242
Version: 1

Issued Date: September 17, 2024
Expiration Date: December 31, 2024

Terms: NET 30 DAYS

FOB: Shipping Point
Freight: Prepay & Add

Prepared by: Dione Amirkhan
EMS Territory Manager
damirkhan@zoll.com
502-419-6030

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
1		601-2231111-01	X Series Advanced Monitor/Defibrillator - 12-Lead ECG, Pacing, SpO2, SpCO, EtCO2, BVM, NIBP, CPR Expansion Pack Includes: TBI Dashboard, 4 trace tri-mode display monitor/ defibrillator/ printer, advisory algorithm, advanced communications package (Wi-Fi, Bluetooth, USB cellular modem capable) USB data transfer capable and large 6.5in (16.5cm) diagonal screen. Accessories Included: MFC cable and CPR connector, A/C power cord, One (1) roll printer paper, 6.6 Ah Li-ion battery, Operators Manual, Quick Reference Guide, and One (1)-year EMS warranty. Parameter Details: Real CPR Help - Dashboard display of CPR Depth and Rate for Adult and Pediatric patients, Visual and audio prompts to coach CPR depth (Adult patient only), Release bar to ensure adequate release off the chest, Metronome to coach rate for Adult and Pediatric patients. See-Thru ® CPR artifact filtering • Interpretative 12-Lead ECG (Full 12 ECG lead view with both dynamic and static 12-lead mode display. 12-Lead OneStep ECG cable - includes 4-Lead limb lead cable and removable precordial 6-Lead set) • ZOLL Noninvasive Pacing Technology • Real BVM Help: Dashboard provides real-time ventilation feedback on both volume and rate for intubated and non-intubated patients. AccuVent Cable included. (Accuvent disposable sensors sold separately) • Welch Allyn NIBP with Smartcuff. 10 foot Dual Lumen hose and SureBP Reusable Adult Medium Cuff • Masimo SpO2 & SpCO with Signal Extraction Technology (SET), Rainbow SET® • EtCO2 Oridion Microstream Technology. Microstream tubing set sold separately •	4	\$55,013.00	\$36,728.25	\$146,913.00
2		8300-000676	OneStep Cable, X Series	4	\$569.00	\$379.50	\$1,518.00

**ZOLL Medical Corporation**

269 Mill Road
Chelmsford, MA 01824-4105
Federal ID# 04-2711626

Phone: (800) 348-9011
Fax: (978) 421-0015
Email: esales@zoll.com

Lexington Fire Department
Quote No: Q-90242 Version: 1

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
3		8009-0020	CPR-D-padz and CPR Stat Padz Connector	4	\$493.00	\$328.50	\$1,314.00
4		8000-001128	Accuvent Flow Tube (Box of 10)	4	\$797.00	\$531.00	\$2,124.00
5		REUSE-13-2MQ	Welch Allyn REUSE-13-2MQ Cuff, Thigh, 2-Tube, Twist Lock connector	4	\$66.00	\$43.50	\$174.00
6		REUSE-12L-2MQ	Welch Allyn REUSE-12L-2MQ Cuff, Lg Adult Long, 2-Tube, Twist Lock connector	4	\$66.00	\$43.50	\$174.00
7		REUSE-09-2MQ	Welch Allyn REUSE-09-2MQ Cuff, Child, 2-Tube, Twist Lock connector	4	\$66.00	\$43.50	\$174.00
8		8000-000151	RD Rainbow SET MD20-04 EMS Patient Cable, 4ft	4	\$313.00	\$208.50	\$834.00
9		8000-000862	LNCS-II Rainbow DCI 8λ SpCO Adult Sensor, 3ft	4	\$1,129.00	\$717.75	\$2,871.00
10		8000-0580-01	Six Hour Rechargeable, SurePower II Smart Battery	28	\$1,001.00	\$429.00	\$12,012.00
11		8000-002005-01	Cable Sleeve, Propaq / X Series, ZOLL Blue	4	\$63.00	\$43.50	\$174.00
12		8400-110045	CaseReview Premium Subscription, X Series, 5 Year- Hosted Provides detailed post-case information, including CPR quality on compression depth, rate, pause time and release velocity, as well as ECG, shocks, EtCO2 and SpO2 vital signs.	7	\$2,540.00	\$2,540.00	\$17,780.00
13		7900-9902	ZOLL ALS Equipment M & E Series Trade In Allowance (EMS Group) See Trade Unit Considerations.	4		(\$1,000.00)	(\$4,000.00)

Subtotal: \$182,062.00

Total: \$182,062.00

Trade Unit Considerations

Trade-In values valid through December 31, 2024 if all equipment purchased is in good operational and cosmetic condition and includes all standard accessories. Trade-In values are dependent on the quantity and configuration of the ZOLL devices listed on this quotation. Customer assumes responsibility for shipping trade-in equipment at the quantities listed on the trade line items in this quotation to ZOLL's Chelmsford Headquarters within 60 days of receipt of new equipment. Customer agrees to pay cash value for trade-in equipment not shipped to ZOLL on a timely basis.

**ZOLL Medical Corporation**

269 Mill Road
Chelmsford, MA 01824-4105
Federal ID# 04-2711626

Phone: (800) 348-9011
Fax: (978) 421-0015
Email: esales@zoll.com

Lexington Fire Department
Quote No: Q-90242 Version: 1

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to this quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which for capital equipment, accessories and consumables can be found at <https://www.zoll.com/about-zoll/invoice-terms-and-conditions>, for software products can be found at <https://www.zoll.com/en/about-zoll/legal> and for ExpertCare Service Plans can be found at <https://www.zoll.com/en/about-zoll/compliance>. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions presented shall have no force or effect except to the extent agreed in writing by ZOLL.

1. Delivery will be made upon availability.
2. This Quote expires on December 31, 2024. Pricing is subject to change after this date.
3. Applicable tax, shipping & handling will be added at the time of invoicing.
4. All purchase orders are subject to credit approval before being accepted by ZOLL.
5. To place an order, please forward the purchase order with a copy of this quotation to esales@zoll.com or via fax to 978-421-0015.
6. All discounts from list price are contingent upon payment within the agreed upon terms.
7. Place your future accessory orders online by visiting the ZOLL web store.

Order Information (to be completed by the customer)

- ☐ Tax Exempt Entity (Tax Exempt Certificate must be provided to ZOLL)
- ☐ Taxable Entity (Applicable tax will be applied at time of invoice)

BILL TO ADDRESS	SHIP TO ADDRESS
Name/Department:	Name/Department:
Address:	Address:
City / State / Zip Code:	City / State / Zip Code:

Is a Purchase Order (PO) required for the purchase and/or payment of the products listed on this quotation?

- ☐ Yes PO Number: _____ PO Amount: _____
(A copy of the Purchase Order must be included with this Quote when returned to ZOLL)
- ☐ No (Please complete the below section when submitting this order)

For organizations that do not require a PO, ZOLL requires written execution of this order. The person signing below represents and warrants that she or he has the authority to bind the party for which he or she is signing to the terms and prices in this quotation.

Lexington Fire Department

Authorized Signature:

Name: _____
Title: _____
Date: _____



Lexington Fire Department
Quote No: Q-90242 Version: 1

269 Mill Road
Chelmsford, Massachusetts 01824-4105
978-421-9655 (main)
978-421-0025 (fax)
www.zoll.com

ALS/BLS Software Solutions Master Software, SaaS and Services Agreement and Addenda Acknowledgement Form

The terms and conditions applicable to ZOLL Medical Corporation's Software Solutions products can be found at <https://www.zoll.com/en/about-zoll/legal>. By signing below, the Customer acknowledges and agrees to those terms and conditions. The person signing below represents and warrants that she or he has the authority to bind the Customer to those terms and conditions.

Customer

Signature: _____

Name: _____

Title: _____

Company: _____

Company Address: _____

Date: _____

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING THE DIVISION OF FIRE AND EMERGENCY SERVICES TO PURCHASE REPLACEMENT CARDIAC MONITORS FROM ZOLL, A SOLE SOURCE PROVIDER, AND AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE ANY NECESSARY AGREEMENT WITH ZOLL, RELATED TO THE PROCUREMENT AT A COST NOT TO EXCEED \$182,062.00.

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

Section 1 – That the Division of Fire and Emergency Services is authorized to purchase replacement cardiac monitors from ZOLL, 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 ZOLL, related to the procurement.

Section 2 – That an amount, not to exceed the sum of \$182,060.00, be and hereby is approved for payment to ZOLL, from account #1105-505702-96709.

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

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

1146-24:MRS: 4934-7998-4128, v. 1

RESOLUTION NO. 612 - 2024

A RESOLUTION AUTHORIZING THE DIVISION OF FIRE AND EMERGENCY SERVICES TO PURCHASE REPLACEMENT CARDIAC MONITORS FROM ZOLL, A SOLE SOURCE PROVIDER, AND AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE ANY NECESSARY AGREEMENT WITH ZOLL, RELATED TO THE PROCUREMENT AT A COST NOT TO EXCEED \$182,062.00.

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

Section 1 – That the Division of Fire and Emergency Services is authorized to purchase replacement cardiac monitors from ZOLL, 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 ZOLL, related to the procurement.

Section 2 – That an amount, not to exceed the sum of \$182,060.00, be and hereby is approved for payment to ZOLL, from account #1105-505702-96709.

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

PASSED URBAN COUNTY COUNCIL: December 5, 2024


MAYOR

ATTEST:


CLERK OF URBAN COUNTY COUNCIL
1146-24:MRS: 4934-7998-4128, v. 1



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 1147-24

File ID: 1147-24

Type: Resolution

Status: Approved

Version: 1

Contract #:

In Control: Urban County
Council

File Created: 11/11/2024

File Name: Center for Patient Safety Agreement November 2024

Final Action: 12/05/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement with Center for Patient Safety, for protections under the Patient Safety Act at a cost not to exceed \$1,800. [Div. of Fire and Emergency Services, Wells]

Notes:

Sponsors:

Enactment Date: 12/05/2024

Attachments: Center for Patient Safety Blue Sheet_112024, Center for Patient Safety Agreement _112024.docx, 1147-24 patient safety 4914-8578-8928 v.1.doc, R-613-2024

Enactment Number: R-613-2024

Deed #:

Hearing Date:

Drafter: Tammy James

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	12/03/2024	Approved and Referred to Docket	Urban County Council	12/03/2024		Pass
1	Urban County Council	12/03/2024	Received First Reading	Urban County Council	12/05/2024		
1	Urban County Council	12/05/2024	Approved				Pass

Text of Legislative File 1147-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement with Center for Patient Safety, for protections under the Patient Safety Act at a cost not to exceed \$1,800. [Div. of Fire and Emergency Services, Wells]

Summary

Authorization to enter into an Agreement with the Center for Patient Safety, a not-for-profit

and patient safety organization, to offer protections under the Patient Safety and Quality Improvement Act to the Division of Fire and Emergency Services. The cost for FY25 is \$1,800. Funds are Budgeted. (L1147-24) (Wells/Armstrong)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, M. Sanner

Risk Management: No

Fully Budgeted: Yes

Account Number: 1101 505702 5712 75101

This Fiscal Year Impact: \$ 1800.00

Annual Impact: \$ 1800.00

Project:

Activity:

Budget Reference:

Current Balance: \$639,737.52



TO: Mayor Linda Gorton

FROM: Jason G. Wells, Fire Chief

DATE: 11/9/2024

SUBJECT: Center for Patient Safety Agreement

The Division of Fire and Emergency Services request authorization to enter into an agreement with the Center for Patient Safety, a not-for-profit and patient safety organization (PSO).

Why are you requesting? The agreement will offer protections under the Patient Safety & Quality Improvement Act to the Division of Fire. The Patient Safety and Quality Improvement Act provides confidentiality protections and privilege protections (inability to introduce the protected information in a legal proceeding), when certain requirements are met. The Center for Patient Safety will provide education in identifying and assistance in establishing process improvements to prevent medical errors, provide one-on-one guidance for setting up a patient evaluation system, opportunities for national patient safety sharing and networking, and resources to help identify our culture of safety and identify ways for improvement.

Department needs this action completed because: Public Safety Organizations offer several advantages that will benefit the Division of Fire.

The agreement begins on the effective date and will automatically renew for successive 3-year periods.

Either party may terminate the agreement on ninety (90) days written notice to the other party.

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

The cost for this FY is: \$1800.00 for FY25

The cost for future FY is: \$1800.00 for FY26 and FY27

Are the funds budgeted? Yes

File Number:

Director/Commissioner: Wells/Armstrong





AGREEMENT

PATIENT SAFETY ORGANIZATION (PSO) PARTICIPANT

This agreement, dated _____, reflects the PSO relationship between the **Center for Patient Safety (CPS)** and _____ (Organization).

I. BACKGROUND

1. The Organization desires to participate with a Patient Safety Organization (PSO) certified by the Agency for Healthcare Research and Quality (AHRQ) pursuant to the Patient Safety and Quality Improvement Act of 2005 (PSQIA) and its Final Rule. (These are described in Exhibit 1.)
2. CPS provides such services.
3. All of Organization's activities related to this agreement are undertaken voluntarily, and Organization can decide what data to report. The parties recognize that the value of the projects undertaken in relation to this agreement will depend on the quality and the quantity of data provided by Participants (including Organization) to CPS.

II. THE CENTER FOR PATIENT SAFETY AGREES:

1. It will maintain its certification as a listed PSO and will develop and implement policies and procedures to comply with AHRQ's requirements for listed PSOs, as specified in the relevant law described in Exhibit 1.
2. CPS will be a business associate of Organization, and the parties will enter into a Business Associate Agreement (BAA) that complies with the Health Insurance Portability and Accountability Act (HIPAA), the HIPAA privacy rule and the Health Information Technology for Economic and Clinical Health (HITECH) Act as they may apply. A proposed BAA is attached as Exhibit 3.
3. If CPS discloses any information that has been provided to it by any Participants, it will only share de-identified and/or aggregated information, as allowed by the PSQIA and the Final Rule.

III. FEE STRUCTURE:

1. Annual cost per year for a three (3) year period, to be billed in three (3) equal annual installments, plus a one-time onboarding fee.

2. First payment is due upon contract execution.
3. Second payment is due 12-months thereafter and third payment is due another 12-months thereafter, continuing per agreement for successive 3-year periods. Center will invoice organization.
4. Organization's annual fee will be _____ plus a one-time onboarding fee the first year of _____.

☐ **Invoice contact name and phone number:**

☐ **Send invoice via email to:**

IV. ORGANIZATION AGREES:

1. It will submit data relevant to the program in which it is participating.
2. Organization will develop and implement policies that are compliant with the PSQIA, the Final Rule, and AHRQ's requirements to preserve the confidentiality of its work product and any confidential information provided to it by CPS. CPS will provide policy templates.
3. Organization will train its staff regarding the confidentiality of the work product protected under the PSQIA. Staff members who work with confidential information will sign a confidentiality agreement. CPS will provide training materials and a template agreement.
4. Organization will designate a contact person to interact with CPS on activities related to this agreement. If the designated contact person changes, Organization will notify CPS in writing of the change.
5. Organization will provide a list (using Exhibit 2) of any Affiliated Providers that will be included under this agreement.
6. If Organization works with more than one PSO, it will notify CPS, including the identity, of the other.
7. Feedback from CPS to Organization is advisory only, and any subsequent decisions made or actions undertaken are the responsibility of Organization.

V. REQUESTS FOR PROTECTED INFORMATION

1. If either party receives a request for protected information, it will notify the other party and will assert all relevant privileges under the PSQIA. The parties will communicate with each other regarding any decision to disclose potentially protected information.

2. The Organization will have primary responsibility for defending the privilege and confidentiality protections in cases where it or its affiliated providers are a party and/or are the subject of an investigation. In other cases, the parties will confer as to the appropriate responsibility. CPS will make resources and expertise available to support Organization's efforts under this paragraph.

VI. INSURANCE AND INDEMNIFICATION

1. Both parties and their relevant affiliates will maintain at least \$1 million per occurrence and \$1 million aggregate coverage for each of these: general, professional and D & O liability.
2. Each party shall be responsible for (and hold the other harmless from) any claims and expenses, including reasonable attorney's fees, that result from any liability arising from that party's acts or omissions.

VII. TERM AND TERMINATION

1. This agreement begins on the effective date and will automatically renew for successive 3-year periods unless either party notifies the other of its intent not to review at least thirty (30) days prior to the end of the current term. CPS will notify Organization at least sixty (60) days before the end of the contract term about changes to fees. Organization agrees that fees paid to CPS, or on behalf of Organization, are in consideration for provision of services identified in this agreement.
2. CPS uses an outside vendor to support its PSO data system, and the PSO fee structure relies on the cost of that contract. If that contract changes in price, or if CPS needs to find a different provider of data services, it reserves the right to change its fees with 120 days' notice.
3. Either party may terminate the agreement on ninety (90) days written notice to the other party.
4. The agreement will terminate automatically on any of the following occurrences:
 - a. CPS is de-listed as a PSO by AHRQ. In that case, CPS will comply with all requirements of the PSQIA and the Final Rule regarding Organization's information.
 - b. Either Party is dissolved or loses its status as a corporate entity or is deemed insolvent.
5. Each party will bear the obligations outlined in the PSQIA and the Final Rule with respect to confidential information upon termination.

VIII. OWNERSHIP AND WORK PRODUCT

1. Organization owns all identifiable patient safety work product (PSWP) and other identifiable information it submits to CPS.
2. CPS owns all aggregate and non-identifiable information it has developed.

IX. MISCELLANEOUS

1. Any notice given by one party to the other shall be in writing. Unless sent by mail, it will be deemed given on receipt, but if mailed, on the third day after receipt or when actually delivered.
2. This agreement, together with Exhibits **1-3** continues the entire agreement between the parties. Any amendments shall be in writing.

EFFECTIVE DATE: _____**CENTER FOR PATIENT SAFETY**_____
SIGNATUREKathryn Wire

PRINTED NAME

Executive Director

TITLE

DATE SIGNED**PARTICIPANT**_____
SIGNATURE_____
PRINTED NAME_____
TITLE_____
ORGANIZATION_____
DATE SIGNED

EXHIBIT 1

LEGAL REFERENCES

The agreement between Organization and the Center for Patient Safety is based on the provisions of the Patient Safety and Quality Improvement Act of 2005 (Patient Safety Act, Pub. L 109-41). The Act amended Title IX of the Public Health Service Act (42 U.S.C. 299 et seq.) by inserting a new Part C, sections 921 through 926, which are codified at 42 U.S.C. 299b–21 through 299b–26.

The Agency for Healthcare Research and Quality issued the final Patient Safety Rule, which is codified at 42 CFR Part 3.

Both can be easily accessed in PDF form at <https://www.pso.ahrq.gov/legislation>.

EXHIBIT 2

AFFILIATED PROVIDERS

The following entities are Affiliate Providers of Organization. An Affiliated Provider, as defined in the Final Rule, is a legally separate provider that is the parent organization of the provider or is under common ownership, management, or control with the provider, or is owned, managed, or controlled by the provider.

For additional affiliated providers, please copy this form and include in the agreement.

Name: _____
Mailing Address: _____
City: _____ State: _____ Zip Code: _____
Phone Number: _____ Fax Number: _____
Nature of Affiliation: _____
Name: _____
Mailing Address: _____
City: _____ State: _____ Zip Code: _____
Phone Number: _____ Fax Number: _____
Nature of Affiliation: _____
Name: _____
Mailing Address: _____
City: _____ State: _____ Zip Code: _____
Phone Number: _____ Fax Number: _____
Nature of Affiliation: _____

EXHIBIT 3

HIPAA BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement ("BAA") entered into on _____, between the Center for Patient Safety ("CPS"), and _____ ("Participant"), supplements and is made a part of the Participant Agreement.

WHEREAS, Participant desires to protect the privacy and security of Protected Health Information ("PHI") Used or Disclosed by CPS in compliance with the Health Insurance Portability and Accountability of 1996 ("HIPAA") and regulations promulgated thereunder by the U.S. Department of Health and Human Services (45 CFR Parts 160 and 164), as amended by the American Recovery and Reinvestment Act of 2009, Title XII "Health Information Technology for Economic and Clinical Health Act" ("HITECH"). The purpose of this BAA is to satisfy certain standards and requirements of HIPAA (hereinafter "HIPAA Rules") as they may be amended from time to time.

WHEREAS, Participant and CPS have entered into a Participant Agreement under which Participant will voluntarily submit certain information to CPS and CPS will utilize the information to perform patient safety activities ("Services") which involve the Use or Disclosure of PHI in the course of such services under this Participant Agreement.

In consideration of these mutual promises made below and the exchange of information under this BAA, the Parties agree as follows:

A. DEFINITIONS

In addition to the terms already defined in the Participant Agreement and this BAA, terms capitalized in this BAA shall have the same meaning as those terms defined in the HIPAA Rules unless the context requires otherwise. Any reference to PHI includes electronic PHI to the extent practicable.

1. "Breach." As used in Section B.3 herein, the term "Breach" shall have the same meaning as the term "breach" in 45 CFR §164.402.
2. "Business Associate." As used herein, the term "Business Associate" shall mean CPS.
3. "Covered Entity." As used herein, the term "Covered Entity" shall mean Participant.
4. "Individual" shall have the same meaning as the term "individual" in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
5. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR § 164.103.
6. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee.

7. “Unsecured Protected Health Information.” As used herein, the term “Unsecured Protected Health Information” or “Unsecured PHI” shall have the same meaning as the term “unsecured protected health information” in 45 CFR §164.402.

B. RESPONSIBILITIES OF CPS

1. Uses and Disclosures

CPS agrees not to Use and/or Disclose PHI received from Participant or created or received by CPS on behalf of Participant other than to perform the Services as permitted or required under the Participant Agreement or as Required by Law.

2. Safeguards

CPS agrees to use appropriate administrative, technical and physical safeguards to protect the confidentiality, integrity and availability of PHI it creates, receives, maintains or transmits on behalf of Participant as required by the HIPAA Rules and to prevent any Use or Disclosure of Participant’s PHI other than as permitted or required by the Participant Agreement or this BAA. By no later than February 17, 2010, CPS further agrees to implement policies and procedures to prevent, detect, contain and correct security violations related to PHI, and to comply with the following provisions of the HIPAA Security Rule: 45 CFR § 164.308 (administrative safeguards); §164.310 (physical safeguards); §164.312 (technical safeguards); and §164.316 (policies and procedures and documentation requirements).

3. Notification

CPS agrees to notify Participant of any Use or Disclosure of PHI not provided for by this BAA, within ten (10) days of CPS’ discovery of such Use or Disclosure, and to take reasonable steps to mitigate to the extent practicable any harmful effect of a breach of confidentiality or security in violation of this BAA.

a. In addition, in order to enable compliance with the breach notification requirements of HITECH, found at 45 CFR Part 164, Subpart D of the HIPAA Rules, CPS shall, following the discovery of a Breach of Unsecured PHI, notify Participant within ten (10) business days of discovery of such Breach. CPS agrees to exercise reasonable diligence to discover Breaches of Unsecured PHI. Such notice shall include the identification of each individual whose Unsecured PHI has been, or is reasonably believed by CPS to have been, accessed, acquired, or disclosed during such Breach, along with any other available information which Participant is required to include in notification to the individual under 45 CFR §164.404(c).

b. If CPS does not possess the identity of all such individuals within ten (10) business days of discovery of the Breach, CPS shall notify Participant with such information as is available by that deadline and supplement immediately as additional information becomes available.

4. Agents and Subcontractors

CPS agrees to ensure that any agent, including subcontractors to whom it provides PHI received from or created or received by CPS on behalf of Participant agrees to the same restrictions and confidentiality that apply to CPS with respect to such information.

5. Regulatory Compliance

CPS agrees to make its internal practices, books and records, including policies and procedures, relating to the Use and Disclosure of PHI received from or created or received by CPS on behalf of Participant available to Participant or the Secretary in a time and manner designated by Participant or Secretary for the purpose of the Secretary determining Participant's compliance with the HIPAA Rules.

C. PERMITTED USES AND DISCLOSURES OF PHI BY CPS

1. CPS Services

CPS may use or disclose PHI for the purpose of providing the Services described in the Participant Agreement.

2. Data Aggregation

CPS may use PHI to perform Data Aggregation services to Participant, as defined by 45 CFR § 164.501.

3. CPS Management and Administration

CPS may use PHI for the proper management and administration of CPS or to carry out CPS' own legal responsibilities.

4. Disclosures for CPS' Management and Administration

CPS may disclose PHI for the proper management and administration of CPS, provided:

- a. The disclosure is Required by Law; or
- b. CPS obtains reasonable assurances from the person or entity to whom the information is Disclosed that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purpose for which it was Disclosed to the person or entity, and the person or entity notifies CPS of any instances of which it is aware in which the confidentiality of the information has been breached.

5. Uses for Reporting Purposes

CPS may Use PHI to report violations of law to appropriate federal and state authorities, consistent with the HIPAA Rules.

D. RESPONSIBILITIES OF PARTICIPANT

1. Notice to CPS

Participant agrees to notify CPS of any limitations in its Notice of Privacy Practices to the extent that such limitations affect CPS Use and Disclosure of PHI.

2. Impermissible Request by Participant

Except as otherwise provided in this BAA, Participant will not request CPS to Use or Disclose PHI in any manner that would not be permissible under the HIPAA Rules if done by Participant.

E. TERM AND TERMINATION

1. Term

The Term of this BAA shall be effective as of the Effective Date of the Participant Agreement and shall terminate when all of the PHI provided by Participant to CPS, or created or received by CPS on behalf of Participant, is destroyed or returned to Participant, or if it is infeasible to return or destroy PHI, protections are extended to such information in accordance with termination provisions in this section.

2. Termination for Cause

Upon either Party's knowledge of a material breach of this BAA by the other, the Parties shall either:

a. Provide an opportunity to the breaching Party to cure the breach or end the violation within 30 days after written notice by the non-breaching Party; or

b. Immediately terminate this BAA if a material term has been breached and cure is not possible and report the violation to the Secretary.

3. Effect of Termination

a. Unless otherwise agreed by the Parties in writing, upon termination of this BAA for any reason, CPS shall return or destroy all PHI received from Participant or created or received by CPS on behalf of Participant. This provision shall apply to PHI that is in the possession of subcontractors or agents of CPS.

b. In the event that the Parties agree in writing that returning or destroying the PHI is infeasible, CPS shall extend the protections of this BAA to such PHI and limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as CPS maintains such PHI.

F. MISCELLANEOUS

1. Regulatory References

A reference in this BAA to a section in the HIPAA Rules means the section as in effect or as amended and for which compliance is required.

2. Amendment

The Parties agree to take such action as is necessary to amend this BAA from time to time as is necessary to comply with the requirements of the HIPAA Rules as may be amended.

3. Survival

The respective rights and obligations of CPS under Section E (3) of this BAA shall survive the termination of this BAA.

4. Interpretation

Any ambiguity in this BAA shall be resolved in favor of permitting the Parties to comply with the HIPAA Rules as may be amended.

5. Governing Law.

This BAA and the rights and obligations of the Parties hereunder shall in all respects be governed by, and construed in accordance with, the laws of the State of Missouri including all matters of construction, validity and performance.

The Parties have caused this Business Associate Agreement to be duly executed in their respective names as of the date first above written.

CENTER FOR PATIENT SAFETY

PARTICIPANT

SIGNATURE

Kathryn Wire

PRINTED NAME

Executive Director

TITLE

SIGNATURE

PRINTED NAME

TITLE

RESOLUTION NO. ____-2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH CENTER FOR PATIENT SAFETY, FOR PROTECTIONS UNDER THE PATIENT SAFETY ACT AT A COST NOT TO EXCEED \$1,800.00.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Agreement, which is attached hereto and incorporated herein by reference, with Center for Patient Safety, for protections under the Patient Safety Act.

Section 2 - That an amount, not to exceed the sum of \$1,800.00, be and hereby is approved for payment to Center for Patient Safety, from account #1101-505702-7510.

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

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
1147-24:MRS: 4914-8578-8928, v. 1

RESOLUTION NO. 613 -2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH CENTER FOR PATIENT SAFETY, FOR PROTECTIONS UNDER THE PATIENT SAFETY ACT AT A COST NOT TO EXCEED \$1,800.00.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Agreement, which is attached hereto and incorporated herein by reference, with Center for Patient Safety, for protections under the Patient Safety Act.

Section 2 - That an amount, not to exceed the sum of \$1,800.00, be and hereby is approved for payment to Center for Patient Safety, from account #1101-505702-7510.

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

PASSED URBAN COUNTY COUNCIL: December 5, 2024

MAYOR

Rinda Gorton

ATTEST:

[Signature]

CLERK OF URBAN COUNTY COUNCIL

1147-24:MRS: 4914-8578-8928, v. 1



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 1148-24

File ID: 1148-24

Type: Resolution

Status: Approved

Version: 1

Contract #: 361-2024

In Control: Urban County
Council

File Created: 11/11/2024

File Name: MOU with St Joe & Paramedicine Program
November 2024

Final Action: 12/05/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Memorandum of Understanding with Saint Joseph Health Systems Inc., for support for the Community Paramedicine Program. [Div. of Fire and Emergency Services, Wells]

Notes: Contracts received but non-og signatures. Abbye reached out to Michael Craves 12/12/24. MS

Law ok with digital signatures. Stamped and filed in the CCO 12/12/2024. MS

Sponsors:

Enactment Date: 12/05/2024

Attachments: Blue Sheet St Joe MOU assisting Paramedicine Program_November 2024, Blue Sheet St Joe MOU assisting Paramedicine Program_November 2024.docx, 1148-24 st joseph 4924-8049-5104 v.1.doc, R-614-2024, Contract #361-2024

Enactment Number: R-614-2024

Deed #:

Hearing Date:

Drafter: Tammy James

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	12/03/2024	Approved and Referred to Docket	Urban County Council	12/03/2024		Pass
1	Urban County Council	12/03/2024	Received First Reading	Urban County Council	12/05/2024		
1	Urban County Council	12/05/2024	Approved				Pass

Text of Legislative File 1148-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Memorandum of Understanding with Saint Joseph Health Systems Inc., for support for the Community Paramedicine Program. [Div. of Fire and Emergency Services, Wells]

Summary

Authorization to enter a Memorandum of Understanding with Saint Joseph Health Systems Inc., a Kentucky non-profit corporation, to allow St. Joseph Health Services to support the LFUCG Community Paramedicine program with licensed social workers and paramedics, for a term of one (1) year, effective July 1, 2024, through June 30, 2025, automatically renewing for three (3) one (1) year periods. No Budgetary impact. (1148-24) (Wells/Armstrong).

Budgetary Implications: NO

Advance Document Review:

Law: Yes, M. Sanner

Risk Management: No

Fully Budgeted : N/A

Account Number:

This Fiscal Year Impact: \$

Annual Impact: \$

Project:

Activity:

Budget Reference:

Current Balance:



TO: Mayor Linda Gorton
FROM: Jason G. Wells, Fire Chief
DATE: November 11, 2024
SUBJECT: MOU with St. Joseph Health Care

The Division of Fire and Emergency Services request authorization to enter a Memorandum of Understanding with Saint Joseph Health Systems Inc., a Kentucky non-profit corporation.

Why are you requesting? The agreement aims to allow St. Joseph Health Services to support the LFUCG Community Paramedicine program with licensed social workers and paramedics.

Department needs this action completed because: The social workers and paramedics through St. Joseph Health Care will provide support to the LFUCG Community Paramedicine program. These individuals will participate in and accompany LFUCG Fire Department employees to conduct site visits concerning identified discharged patients from System's facilities who reside in Lexington, and act in accordance with their licensure and certifications.

The term of the agreement is one (1) year, effective July 1, 2024 and ending on June 30, 2025, (the "Initial Term") and automatically renew for three (3) successive one (1) year periods. Either party may terminate this Agreement at any time, without cause or penalty, by providing at least ninety (90) days' prior written notice to the other party.

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

The cost for this FY is: 0

The cost for future FY is: 0

File Number:

Director/Commissioner: Wells/Armstrong



MEMORANDUM OF UNDERSTANDING
LEXINGTON COMMUNITY PARAMEDICINE PROGRAM PARTNERSHIP

This Memorandum of Understanding (this “Agreement”), is made and entered into this ____ day of _____, 2024 (the “Execution Date”), by and between Saint Joseph Health System, Inc., a Kentucky non-profit corporation (“System”) and between Lexington Fayette Urban County Government (“LFUCG”). This Agreement shall become effective on July 1st, 2024 (the “Effective Date”).

RECITALS

- A. System owns and operates acute care hospitals in Lexington, Kentucky, which provides a full range of medical services to its patients with the undertaking to improve the quality of medical care available to citizens of the Commonwealth of Kentucky.
- B. WHEREAS, LFUCG operates a community paramedicine services in a mobile integrated healthcare program pursuant to grant and local funding, employing community paramedics who are specially trained to conduct in-home patient assessments and provide specific primary health care and preventive services (the “Services”).
- C. WHEREAS, the community paramedic model helps physicians monitor the health of vulnerable patients, thereby producing better health outcomes and reducing the number of ambulance transports, visits to the emergency department, and System readmissions.
- D. WHEREAS, System has determined the necessity to partner with LFUCG’s Fire Department community paramedicine team by providing System employed licensed clinical social workers and paramedics to conduct in-home patient assessments and provide specific primary health care and preventive services.
- E. WHEREAS, System has determined that entering into this Agreement with LFUCG is an appropriate way to assure satisfaction of the following objectives of advancing the charitable purposes and healing ministry of the System.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, System and LFUCG agree as follows:

SECTION 1. SCOPE OF SERVICES

1.1 Services.

(a) **System Services.** The System shall provide to support the LFUCG Community Paramedicine program, employed licensed clinical social workers and paramedics (“System Employees”). These individuals will participate in and accompany LFUCG Fire Department employees to conduct site visits concerning identified discharged patients from System’s facilities who reside in Lexington, Kentucky, and act in accordance with their licensure and certifications. System Employees will utilize System’s EMR system, Epic, for each patient encounter. System Employees shall also utilize LFUCG equipment and supplies for each patient encounter.

(b) **LFUCG Services.** LFUCG shall supply qualified and licensed firefighter, paramedics, social workers and other personnel to work collaboratively with System Employees to provide site visits concerning identified discharged patients from System's facilities who reside in Lexington, Kentucky. To the extent necessary, LFUCG shall supply qualified vehicles and equipment to transport System Employees and perform clinical and medical services during such site visits.

(i) LFUCG represents and warrants that it is, and covenants that throughout the Term it shall be: (a) duly licensed under Laws, in possession of all required permits, licenses, certifications, regulatory approvals, and authorizations necessary for the lawful conduct of all of LFUCG's businesses and operations. To the extent relevant to the provision of professional services hereunder, LFUCG will immediately notify System of any notices, violations, or potential violations received by LFUCG with respect to any government agency.

(ii) LFUCG personnel will act within the scope of their respective licenses and certifications. LFUCG personnel will also follow and adhere to all LFUCG policies, procedures, rules and regulations.

(c) Any Paramedic employed by the System will follow guidelines set forth by System, LFUCG's Fire Department's community paramedicine protocols and administering care within the Paramedic scope of practice for Kentucky 202 KAR 7:701, KRS Chapter 311A and 202 KAR Chapter 7. Deviation from those protocols shall only occur if the Medical Director or designated on-line medical direction orders otherwise. They will work under the System, specifically the Community Paramedicine Medical Director's license. The Community Paramedic can report to the patient's referring and primary physician(s) through verbal or written communication. The Community Paramedic can take direction from the primary care physician or specialist with the Community Paramedicine Medical Director's approval.

1.2 Compliance With Laws, Regulations, and Standards.

(a) LFUCG warrants that all of the Services to be provided hereunder, whether by it directly or by approved subcontractors, contractors or employees of LFUCG, shall comply with all applicable federal, state and local statutes, rules and regulations, and that it shall be deemed a material breach of this Agreement by LFUCG if it shall fail to observe this requirement. If such a breach is not cured in accordance with this Agreement, System may terminate this Agreement without penalty and without limiting any other rights and remedies set forth in this Agreement. Specifically, but not by way of limitation, LFUCG warrants that the Services to be provided hereunder shall comply with all applicable rules, regulations and accreditation standards or requirements of: (a) Medicare or Medicaid or other federal or state health programs; (b) The Joint Commission; (c) the Health Insurance Portability and Accountability Act of 1996 and the implementing regulations thereunder ("HIPAA"); (d) System and Medical Staff Bylaws, System policies and procedures, and all other rules and regulations established by System; (e) nationally accepted professional standards of practice; and (f) any updates or amendments to such laws, rules, regulations, requirements and standards. With respect to the Services, the parties shall execute a Business Associate Agreement in the form approved by System which shall comply with the provisions set forth in such CommonSpirit Health Business Associate Agreement, if applicable.

(b) System warrants that it shall comply with all applicable federal, state, and local statutes, rules and regulations, and that it shall be deemed a material breach of this Agreement by the System if it shall fail to observe this requirement. If such breach is not cured in accordance with this

Agreement, LFUCG may terminate this Agreement without penalty and without limiting any other rights and remedies set forth in this Agreement. Specifically, but not by way of limitation, System warrants it shall comply with all applicable rules, regulations and accreditation standards or requirements of: (a) Medicare or Medicaid or other federal or state health programs; (b) The Joint Commission; (c) the Health Insurance Portability and Accountability Act of 1996 and the implementing regulations thereunder (“HIPAA”); (d) System and Medical Staff Bylaws, System policies and procedures, and all other rules and regulations established by System; (e) nationally accepted professional standards of practice; and (f) any updates or amendments to such laws, rules, regulations, requirements and standards.

1.3 System Records; Confidentiality.

(a) Any and all patient records and charts produced as a result of either party’s performance under this Agreement shall be and remain the property of System. LFUCG shall be solely responsible for maintaining patient confidentiality with respect to any patient information obtained by LFUCG while performing under this Agreement. LFUCG shall comply, and shall cause its employees to comply, with all laws, rules, regulations, and System policies and procedures that may now or hereafter be enacted or adopted with respect to the privacy or security of protected health information, including, without limitation, the Privacy and Security Regulations and any guidelines issued by governmental authorities and any policies or procedures of System relating to HIPAA. Both during and after the Term, and subject to compliance with applicable law, LFUCG shall be permitted to inspect and/or duplicate any individual chart or record to the extent necessary to meet professional responsibilities to such patient(s), including without limitation, pursuant to patient authorization, and/or to assist in the defense of any threatened or pending malpractice or similar claim, governmental, administrative, disciplinary or other claim, investigation, action, proceeding, or audit to which such chart or record may be pertinent, and as otherwise required in compliance with any applicable law, regulation, subpoena or order; provided, however, that such inspection or duplication shall be conducted in accordance with applicable legal requirements and pursuant to commonly accepted standards of patient confidentiality and the costs of duplicating any such record(s) after the term of this Agreement shall be paid by LFUCG. This provision shall survive the expiration or termination of this Agreement for any reason.

SECTION 2. CHARGES AND COMPENSATION FOR SERVICES.

2.1 No party shall charge for the Services.

SECTION 3. TERM.

3.1 Term.

Unless earlier terminated as set forth in this Agreement, this Agreement shall be for a term of one (1) year, commencing on the Effective Date and ending on June 30, 2025 (the “Initial Term”) and thereafter shall automatically renew for three (3) successive one (1) year periods (each, a “Renewal Term” and together with the Initial Term, the “Term”).

3.2 Termination Without Cause.

Either party may terminate this Agreement at any time, without cause or penalty, by providing at least ninety (90) days’ prior written notice to the other party.

3.3 Immediate Termination by Hospital.

Notwithstanding anything in this Agreement to the contrary and in addition to other immediate termination provisions contained in this Agreement, System may terminate this Agreement immediately, and without penalty, upon the occurrence of any of the following events:

(a) If System reasonably determines that the continued performance of this Agreement jeopardizes System's or any of its affiliated entities' (i) licensure, (ii) participation in or recovery from any reimbursement or payment programs, (iii) accreditation status, or (iv) tax exempt or bond financing status, System shall notify LFUCG so the parties may resolve the issues. System may terminate this Agreement immediately and without penalty.

(b) Failure of LFUCG of any employee to provide Services in accordance with the requirements and standards specified in this Agreement.

(c) Failure by LFUCG to comply with the CommonSpirit Health Standards of Conduct, policies and procedures and/or Ethical & Religious Directives.

3.4 Effect of Termination.

(a) In the event of termination of this Agreement, LFUCG shall cooperate with the orderly transfer of responsibilities as identified by System. LFUCG shall have no obligation to provide the Services after termination of this Agreement. The expiration or termination of this Agreement shall not be subject to the bylaws, rules, regulations or policies of System. In the event this Agreement is terminated prior to the expiration of the Initial Term, the parties shall not enter into an agreement for the same services under different terms prior to the first anniversary of the Effective Date.

(b) In the event of the termination of this Agreement for any reason, LFUCG shall assist in the defense of known or yet to be asserted claims.

(c) Upon termination of this Agreement, the rights and obligations of the parties hereunder shall terminate except as otherwise set forth herein; provided, however, that termination shall not relieve either party of obligations imposed with respect to Services furnished prior to such termination or of those obligations which by their terms survive termination.

SECTION 4. INSURANCE.

4.1 Liability Insurance.

(a) **Insurance Limits.** Each Party shall procure and maintain professional and general commercial liability insurance covering the acts, errors and omissions of all individuals performing under this Agreement for an amount of not less than \$1,000,000.00 per claim and \$3,000,000.00 annual aggregate. Continuous coverage shall be maintained for no less than three (3) years beginning from the time that Services under this Agreement are completed. Each Party shall purchase and maintain general liability insurance covering the acts, errors and omissions of all of its employees and personnel performing under this Agreement for an amount of not less than \$1,000,000.00 per claim and \$3,000,000.00 annual aggregate. Continuous coverage shall be maintained for no less than three (3) years beginning from the time that Services under this Agreement are completed. Each Party shall obtain all other insurance to the extent required by applicable law.

(b) **Effect on Indemnification.** Nothing contained in this Section is intended or shall be construed to preclude, restrict or otherwise adversely affect the right of the Parties to seek and obtain indemnification or contribution under applicable Laws or this Agreement.

4.2 Responsibility For Own Acts. Each party shall be responsible for its own acts and omissions and shall be liable for payment of that portion of any and all claims, liabilities, injuries, suits, and demands and expenses of all kinds that may result or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by said party, its employees, contractors, agents, or subcontractors, in the performance or omission of any act or responsibility of said party under this Agreement. In the event that a claim is made against both parties, it is the intent of both parties to cooperate in the defense of said claim and to cause their insurers to do likewise. Both parties shall, however, retain the right to take any and all actions they believe necessary to protect their own interests.

4.3 Indemnification

(a) To the extent allowable by law LFUCG shall indemnify and hold harmless System against all actions, claims, demands and liabilities, and against all loss, damage, costs and expenses arising directly or indirectly out of any violation of this Agreement by LFUCG out of an actual or alleged injury to a person or to property as a result of the negligent or intentional act or omission of LFUCG, or any of LFUCG's employees, subcontractors, or agents providing the Services hereunder, in connection with LFUCG's obligations under this Agreement, except to the extent any such loss, damage, costs and expenses were caused by the negligent or intentional act or omission of System, its officers, employees or agents. This shall not be deemed a waiver of sovereign immunity or any other third-party defense available to LFUCG.

(b) System shall indemnify and hold harmless LFUCG against all actions, claims, demands and liabilities, and against all loss, damage, costs and expenses arising directly or indirectly out of any violation of this Agreement by System, or out of an actual or alleged injury to a person or to property as a result of the negligent or intentional act or omission of System or any of System's employees, subcontractors, or agents providing Services in connection with System's obligations under this Agreement, except to the extent any such loss, damage, costs and expenses were caused by the negligent or intentional act or omission of LFUCG, or LFUCG's officers, employees or agents.

SECTION 5. COMPLIANCE WITH MEDICARE REQUIREMENTS.

5.1 Applicable Medicare Regulations.

All references in this Agreement to "Medicare regulations" and all citations of "Sections" in this Section refer to those regulations contained at 42 Code of Federal Regulations, Part 415, Subpart C (415.100 to 415.130) and Subpart B (415.50 to 415.70), as those Sections now exist or as those Sections may be subsequently renumbered or revised.

5.2 Exclusion.

1. LFUCG warrants that neither it nor its principals or employees are, or have been, excluded, debarred, suspended, proposed for debarment, or declared ineligible from participation in any federally and/or state funded program ("Exclusion"). LFUCG shall immediately notify SJHS of any threatened or actual Exclusion. If LFUCG is so debarred, suspended, or excluded, this Agreement shall immediately and

automatically terminate. LFUCG shall indemnify and defend SJHS against all actions, claims, demands, liabilities, losses, damages, costs, and expenses, including reasonable attorneys' fees, arising directly or indirectly out of any Exclusion. System shall retain the right to immediately terminate this Agreement upon any action by a federal or state entity concerning the proposed or actual exclusion of LFUCG and/or its principals or employees.

5.3 Access to Books and Records.

Until the expiration of four (4) years after the furnishing of any Services pursuant to this Agreement, LFUCG shall make available upon request of the Secretary of the Department of Health and Human Services or the Comptroller General of the United States, or any of their duly authorized representatives, this Agreement and such books, documents, and records of LFUCG as are reasonably necessary to certify the nature and the reasonable costs of the services rendered pursuant to this Agreement. If LFUCG carries out any of the duties of this Agreement through a subcontract, with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request of the Secretary of the Department of Health and Human Services or upon request of the Comptroller General of the United States, or any of their duly authorized representatives, the subcontract, books, documents, and records of such organization that are necessary to verify the nature and extent of the cost of services provided pursuant to said subcontract. This Section shall survive the expiration or termination of this Agreement for any reason.

SECTION 6. INDEPENDENT CONTRACTOR.

In the performance of its obligations under this Agreement, it is mutually understood and agreed that LFUCG is at all times acting and performing as independent contractors with respect to System. LFUCG and its employees must exercise at all times their respective independent judgment and neither shall be subject to direction, control, or supervision by System in the performance of the Services which are the subject of this Agreement, except that LFUCG and its employees shall be subject to the standards set forth in this Agreement. Nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, joint venture relationship, or a lease or landlord/tenant relationship. Neither LFUCG nor any of its employees, agents, or subcontractors shall have any claim under this Agreement or otherwise against System for workers' compensation, unemployment compensation, vacation pay, sick leave, retirement benefits, Social Security benefits, disability insurance benefits, unemployment insurance benefits, or any other benefits. System shall not withhold, or in any way be responsible for, the payment of any federal, state, or local income taxes, F.I.C.A. taxes, F.U.T.A. taxes, unemployment compensation or workers' compensation contributions, Social Security, or any other payments or withholdings pursuant to any law or requirement of any governmental body/agency on behalf of LFUCG or any of its employees, agents, or subcontractors (including employees), and all such withholdings, payments, or obligations shall be the sole responsibility of LFUCG. LFUCG shall indemnify, defend, and hold harmless System from any and all loss or liability arising with respect to such payments, withholdings, obligations, and benefits. In the event that the Internal Revenue Service ("IRS") or other governmental body/agency should question or challenge the independent contractor status of LFUCG and its employees, System shall have the right to participate in any discussion or negotiation occurring with the IRS or other such governmental body/agency, irrespective of by whom such discussions or negotiations were initiated. This Section shall survive the expiration or termination of this Agreement for any reason.

SECTION 7. GENERAL PROVISIONS.

7.1 Cumulation of Remedies

Except as expressly provided herein, the various rights, options, elections, powers, and remedies of the respective parties hereto contained in, granted, or reserved by this Agreement, are in addition to any others that said parties may be entitled to by law, shall be construed as cumulative, and no one of them is exclusive of any of the others, or of any right or priority allowed by law.

7.2 Attorneys' Fees.

In the event that any action is brought by either party to enforce or interpret the terms of this Agreement, each party will cover their own attorney fees and other costs.

7.3 Notices.

All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been delivered to a party upon personal delivery to that party or: (i) one (1) business day following electronically confirmed delivery by facsimile transmission to the telephone number provided by the party for such purposes, if simultaneously mailed as provided herein; (ii) one (1) business day following deposit for overnight delivery with a bonded courier holding itself out to the public as providing such services, with charges prepaid; or (iii) three (3) business days following deposit with the United States Postal Service, postage prepaid, and in any case addressed to the party's address set forth below, or to any other address that the party provides by notice, in accordance with this Section, to the other party:

If to System: Saint Joseph Health System, Inc.
1 St. Joseph Drive
Lexington, Ky 40504
Attention: Market President

And a copy to: CommonSpirit Health
Legal Team
1401 Harrodsburg Road, Suite A-220
Lexington, Kentucky 40504
Attention: System Corporate Counsel

If to LFUCG:

Lexington Fire
EMS Chief
219 E. Third St
Lexington KY, 40508

Attn: Battalion Chief of EMS

7.4 Assignment.

Neither System nor LFUCG shall have the right or the power to assign this Agreement nor any of the rights or obligations inuring to or imposed upon it herein, and any attempted or purported assignment shall be null and void and of no effect.

7.5 Binding on Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and permissible assigns.

7.6 No Third-Party Rights.

Nothing in this Agreement shall be construed as creating or giving rise to any rights in any third parties or any persons other than the parties hereto.

7.7 Waiver.

Any waiver of any term or condition of this Agreement must be in writing and signed by the parties. No delay or failure by either party to exercise any right or remedy it may have under this Agreement shall operate as a continuing waiver of such right or remedy, or prejudice such party's right to insist upon full compliance by the other party of the terms of this Agreement.

7.8 Headings.

The headings contained in this Agreement are for convenience of reference only and shall in no way be held or deemed to be a part of or affect the interpretation of this Agreement.

7.9 Severability.

The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal, or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.

7.10 Entire Agreement; Termination of Prior Agreement.

This Agreement contains the sole and entire agreement between the parties regarding the subject matter hereof, and supersedes any and all prior agreements between the parties, including the Prior Agreement. The parties acknowledge and agree that neither of them has made any representations with respect to the subject matter of this Agreement, or any representation inducing the execution and delivery hereof, except such representations as are specifically set forth herein, and each of the parties hereto acknowledges that it has relied on its own judgment in entering into the same. The Prior Agreement is terminated as of the Effective Date, and neither party shall have any further rights or obligations under the Prior Agreement.

7.11 Amendments.

This Agreement may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall become effective, it shall be reduced to writing and signed by each of the parties.

7.12 Governing Law.

The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky applicable to agreements made and to be performed wholly within that state, irrespective of such state's choice-of-law principles.

7.13 Continuing Obligations.

Whether specifically identified or not, the obligations of the parties under this Agreement which

by their nature or content would continue beyond the expiration or termination of this Agreement shall survive any expiration or termination of this Agreement.

7.14 Authority to Execute.

Each party has been represented by counsel in the negotiation and execution of this Agreement. This Agreement was executed voluntarily without any duress or undue influence on the part of or on behalf of the parties hereto. The parties acknowledge they have read and understood this Agreement and its legal effect. Each party acknowledges it has had a reasonable opportunity to obtain independent legal counsel for advice and representation in connection with this Agreement. Each party further acknowledges that it is not relying on and it is not, for the purposes of the negotiation, execution and delivery of this Agreement, a client of the legal counsel employed by any other parties to this Agreement. Each of the undersigned represents and warrants that he/she has the authority to execute this Agreement on behalf of the respective party and that such action has been properly authorized.

7.15 No Requirement to Refer.

Nothing in this Agreement, whether written or oral, nor any consideration in connection herewith contemplates or requires the referral of any patient. The parties specifically acknowledge and agree that any benefits which LFUCG and its employees receive under this Agreement constitute reasonable payment for the Services provided by LFUCG and its employees hereunder. Such benefits in no way require, are in no way contingent upon, and are in no way intended to induce the admission or referral of any patients to Hospital, and this Agreement is not intended to influence the judgment of any employee in choosing the medical facility appropriate for the proper treatment and care of his or her patients. There is no requirement that LFUCG and its employees make referrals to, or be in a position to make or influence referrals to, or otherwise generate business for System as a condition for receiving such benefits. Further, LFUCG hereby represents and warrants to System that the aggregate compensation for Services provided at the System pursuant to this Agreement represents fair market value for such services and does not take into account or otherwise reflect the volume or value of referrals or other business generated for Hospital. The parties specifically do not intend to violate the federal (or any state's) Anti-Fraud and Abuse provisions (42 U.S.C. §1320a-7b(b)) or the Physician Ownership and Referral Act (42 U.S.C. §1395nn) or regulations promulgated thereunder (commonly known as the Stark Law).

7.16 Compliance with Standards of Conduct

2. LFUCG shall comply with the CommonSpirit Health ("CSH") *Standards of Conduct* as set forth in the *Our Values in Action Policy & Reference Guide* at <https://www.commonspirit.org/corporate-responsibility>.

7.17 Ethical and Religious Directives.

3. LFUCG shall comply with the United States Conference of Catholic Bishops' *Ethical and Religious Directives for Catholic Health Care Services*, available at <http://www.usccb.org/>.

7.18 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the day and year first above written.

SAINT JOSEPH HEALTH SYSTEM, INC.

By: _____

Name: _____

Title: _____

**LEXINGTON FAYETTE URBAN COUNTY
GOVERNMENT**

By _____

Name _____

Title _____

RESOLUTION NO. ____-2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH SAINT JOSEPH HEALTH SYSTEMS INC., FOR SUPPORT FOR THE COMMUNITY PARAMEDICINE PROGRAM.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Memorandum of Understanding, which is attached hereto and incorporated herein by reference, with Saint Joseph Health Systems Inc., for support for the Community Paramedicine Program.

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

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
1148-24:MRS: 4924-8049-5104, v. 1

RESOLUTION NO. 614-2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH SAINT JOSEPH HEALTH SYSTEMS INC., FOR SUPPORT FOR THE COMMUNITY PARAMEDICINE PROGRAM.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Memorandum of Understanding, which is attached hereto and incorporated herein by reference, with Saint Joseph Health Systems Inc., for support for the Community Paramedicine Program.

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

PASSED URBAN COUNTY COUNCIL: December 5, 2024



MAYOR

ATTEST:



CLERK OF URBAN COUNTY COUNCIL

1148-24:MRS: 4924-8049-5104, v. 1

MEMORANDUM OF UNDERSTANDING
LEXINGTON COMMUNITY PARAMEDICINE PROGRAM PARTNERSHIP

This Memorandum of Understanding (this "Agreement"), is made and entered into this 12th day of December, 2024 (the "Execution Date"), by and between Saint Joseph Health System, Inc., a Kentucky non-profit corporation ("System") and between Lexington Fayette Urban County Government ("LFUCG"). This Agreement shall become effective on _____, 2024 (the "Effective Date").

RECITALS

- A. System owns and operates acute care hospitals in Lexington, Kentucky, which provides a full range of medical services to its patients with the undertaking to improve the quality of medical care available to citizens of the Commonwealth of Kentucky.
- B. WHEREAS, LFUCG operates a community paramedicine services in a mobile integrated healthcare program pursuant to grant and local funding, employing community paramedics who are specially trained to conduct in-home patient assessments and provide specific primary health care and preventive services (the "Services").
- C. WHEREAS, the community paramedic model helps physicians monitor the health of vulnerable patients, thereby producing better health outcomes and reducing the number of ambulance transports, visits to the emergency department, and System readmissions.
- D. WHEREAS, System has determined the necessity to partner with LFUCG's Fire Department community paramedicine team by providing System employed licensed clinical social workers and paramedics to conduct in-home patient assessments and provide specific primary health care and preventive services.
- E. WHEREAS, System has determined that entering into this Agreement with LFUCG is an appropriate way to assure satisfaction of the following objectives of advancing the charitable purposes and healing ministry of the System.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, System and LFUCG agree as follows:

SECTION 1. SCOPE OF SERVICES

1.1 Services.

(a) **System Services.** The System shall provide to support the LFUCG Community Paramedicine program, employed licensed clinical social workers and paramedics ("System Employees"). These individuals will participate in and accompany LFUCG Fire Department employees to conduct site visits concerning identified discharged patients from System's facilities who reside in Lexington, Kentucky, and act in accordance with their licensure and certifications. System Employees will utilize System's EMR system, Epic, for each patient encounter. System Employees shall also utilize LFUCG equipment and supplies for each patient encounter.

(b) **LFUCG Services.** LFUCG shall supply qualified and licensed firefighter, paramedics, social workers and other personnel to work collaboratively with System Employees to provide site visits concerning identified discharged patients from System's facilities who reside in Lexington, Kentucky. To the extent necessary, LFUCG shall supply qualified vehicles and equipment to transport System Employees and perform clinical and medical services during such site visits.

(i) LFUCG represents and warrants that it is, and covenants that throughout the Term it shall be: (a) duly licensed under Laws, in possession of all required permits, licenses, certifications, regulatory approvals, and authorizations necessary for the lawful conduct of all of LFUCG's businesses and operations. To the extent relevant to the provision of professional services hereunder, LFUCG will immediately notify System of any notices, violations, or potential violations received by LFUCG with respect to any government agency.

(ii) LFUCG personnel will act within the scope of their respective licenses and certifications. LFUCG personnel will also follow and adhere to all LFUCG policies, procedures, rules and regulations.

(c) Any Paramedic employed by the System will follow guidelines set forth by System, LFUCG's Fire Department's community paramedicine protocols and administering care within the Paramedic scope of practice for Kentucky 202 KAR 7:701, KRS Chapter 311A and 202 KAR Chapter 7. Deviation from those protocols shall only occur if the Medical Director or designated on-line medical direction orders otherwise. They will work under the System, specifically the Community Paramedicine Medical Director's license. The Community Paramedic can report to the patient's referring and primary physician(s) through verbal or written communication. The Community Paramedic can take direction from the primary care physician or specialist with the Community Paramedicine Medical Director's approval.

1.2 Compliance With Laws, Regulations, and Standards.

(a) LFUCG warrants that all of the Services to be provided hereunder, whether by it directly or by approved subcontractors, contractors or employees of LFUCG, shall comply with all applicable federal, state and local statutes, rules and regulations, and that it shall be deemed a material breach of this Agreement by LFUCG if it shall fail to observe this requirement. If such a breach is not cured in accordance with this Agreement, System may terminate this Agreement without penalty and without limiting any other rights and remedies set forth in this Agreement. Specifically, but not by way of limitation, LFUCG warrants that the Services to be provided hereunder shall comply with all applicable rules, regulations and accreditation standards or requirements of: (a) Medicare or Medicaid or other federal or state health programs; (b) The Joint Commission; (c) the Health Insurance Portability and Accountability Act of 1996 and the implementing regulations thereunder ("HIPAA"); (d) System and Medical Staff Bylaws, System policies and procedures, and all other rules and regulations established by System; (e) nationally accepted professional standards of practice; and (f) any updates or amendments to such laws, rules, regulations, requirements and standards. With respect to the Services, the parties shall execute a Business Associate Agreement in the form approved by System which shall comply with the provisions set forth in such CommonSpirit Health Business Associate Agreement, if applicable.

(b) System warrants that it shall comply with all applicable federal, state, and local statutes, rules and regulations, and that it shall be deemed a material breach of this Agreement by the System if it shall fail to observe this requirement. If such breach is not cured in accordance with this

Agreement, LFUCG may terminate this Agreement without penalty and without limiting any other rights and remedies set forth in this Agreement. Specifically, but not by way of limitation, System warrants it shall comply with all applicable rules, regulations and accreditation standards or requirements of: (a) Medicare or Medicaid or other federal or state health programs; (b) The Joint Commission; (c) the Health Insurance Portability and Accountability Act of 1996 and the implementing regulations thereunder (“HIPAA”); (d) System and Medical Staff Bylaws, System policies and procedures, and all other rules and regulations established by System; (e) nationally accepted professional standards of practice; and (f) any updates or amendments to such laws, rules, regulations, requirements and standards.

1.3 System Records; Confidentiality.

(a) Any and all patient records and charts produced as a result of either party’s performance under this Agreement shall be and remain the property of System. LFUCG shall be solely responsible for maintaining patient confidentiality with respect to any patient information obtained by LFUCG while performing under this Agreement. LFUCG shall comply, and shall cause its employees to comply, with all laws, rules, regulations, and System policies and procedures that may now or hereafter be enacted or adopted with respect to the privacy or security of protected health information, including, without limitation, the Privacy and Security Regulations and any guidelines issued by governmental authorities and any policies or procedures of System relating to HIPAA. Both during and after the Term, and subject to compliance with applicable law, LFUCG shall be permitted to inspect and/or duplicate any individual chart or record to the extent necessary to meet professional responsibilities to such patient(s), including without limitation, pursuant to patient authorization, and/or to assist in the defense of any threatened or pending malpractice or similar claim, governmental, administrative, disciplinary or other claim, investigation, action, proceeding, or audit to which such chart or record may be pertinent, and as otherwise required in compliance with any applicable law, regulation, subpoena or order; provided, however, that such inspection or duplication shall be conducted in accordance with applicable legal requirements and pursuant to commonly accepted standards of patient confidentiality and the costs of duplicating any such record(s) after the term of this Agreement shall be paid by LFUCG. This provision shall survive the expiration or termination of this Agreement for any reason.

SECTION 2. CHARGES AND COMPENSATION FOR SERVICES.

2.1 No party shall charge for the Services.

SECTION 3. TERM.

3.1 Term.

Unless earlier terminated as set forth in this Agreement, this Agreement shall be for a term of one (1) year, commencing on the Effective Date and ending on June 30, 2025 (the “Initial Term”) and thereafter shall automatically renew for three (3) successive one (1) year periods (each, a “Renewal Term” and together with the Initial Term, the “Term”).

3.2 Termination Without Cause.

Either party may terminate this Agreement at any time, without cause or penalty, by providing at least ninety (90) days’ prior written notice to the other party.

3.3 Immediate Termination by Hospital.

Notwithstanding anything in this Agreement to the contrary and in addition to other immediate termination provisions contained in this Agreement, System may terminate this Agreement immediately, and without penalty, upon the occurrence of any of the following events:

(a) If System reasonably determines that the continued performance of this Agreement jeopardizes System's or any of its affiliated entities' (i) licensure, (ii) participation in or recovery from any reimbursement or payment programs, (iii) accreditation status, or (iv) tax exempt or bond financing status, System shall notify LFUCG so the parties may resolve the issues. System may terminate this Agreement immediately and without penalty.

(b) Failure of LFUCG of any employee to provide Services in accordance with the requirements and standards specified in this Agreement.

(c) Failure by LFUCG to comply with the CommonSpirit Health Standards of Conduct, policies and procedures and/or Ethical & Religious Directives.

3.4 Effect of Termination.

(a) In the event of termination of this Agreement, LFUCG shall cooperate with the orderly transfer of responsibilities as identified by System. LFUCG shall have no obligation to provide the Services after termination of this Agreement. The expiration or termination of this Agreement shall not be subject to the bylaws, rules, regulations or policies of System. In the event this Agreement is terminated prior to the expiration of the Initial Term, the parties shall not enter into an agreement for the same services under different terms prior to the first anniversary of the Effective Date.

(b) In the event of the termination of this Agreement for any reason, LFUCG shall assist in the defense of known or yet to be asserted claims.

(c) Upon termination of this Agreement, the rights and obligations of the parties hereunder shall terminate except as otherwise set forth herein; provided, however, that termination shall not relieve either party of obligations imposed with respect to Services furnished prior to such termination or of those obligations which by their terms survive termination.

SECTION 4. INSURANCE.

4.1 Liability Insurance.

(a) **Insurance Limits.** Each Party shall procure and maintain professional and general commercial liability insurance covering the acts, errors and omissions of all individuals performing under this Agreement for an amount of not less than \$1,000,000.00 per claim and \$3,000,000.00 annual aggregate. Continuous coverage shall be maintained for no less than three (3) years beginning from the time that Services under this Agreement are completed. Each Party shall purchase and maintain general liability insurance covering the acts, errors and omissions of all of its employees and personnel performing under this Agreement for an amount of not less than \$1,000,000.00 per claim and \$3,000,000.00 annual aggregate. Continuous coverage shall be maintained for no less than three (3) years beginning from the time that Services under this Agreement are completed. Each Party shall obtain all other insurance to the extent required by applicable law.

(b) **Effect on Indemnification.** Nothing contained in this Section is intended or shall be construed to preclude, restrict or otherwise adversely affect the right of the Parties to seek and obtain indemnification or contribution under applicable Laws or this Agreement.

4.2 Responsibility For Own Acts. Each party shall be responsible for its own acts and omissions and shall be liable for payment of that portion of any and all claims, liabilities, injuries, suits, and demands and expenses of all kinds that may result or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by said party, its employees, contractors, agents, or subcontractors, in the performance or omission of any act or responsibility of said party under this Agreement. In the event that a claim is made against both parties, it is the intent of both parties to cooperate in the defense of said claim and to cause their insurers to do likewise. Both parties shall, however, retain the right to take any and all actions they believe necessary to protect their own interests.

4.3 Indemnification

(a) To the extent allowable by law LFUCG shall indemnify and hold harmless System against all actions, claims, demands and liabilities, and against all loss, damage, costs and expenses arising directly or indirectly out of any violation of this Agreement by LFUCG out of an actual or alleged injury to a person or to property as a result of the negligent or intentional act or omission of LFUCG, or any of LFUCG's employees, subcontractors, or agents providing the Services hereunder, in connection with LFUCG's obligations under this Agreement, except to the extent any such loss, damage, costs and expenses were caused by the negligent or intentional act or omission of System, its officers, employees or agents. This shall not be deemed a waiver of sovereign immunity or any other third-party defense available to LFUCG.

(b) System shall indemnify and hold harmless LFUCG against all actions, claims, demands and liabilities, and against all loss, damage, costs and expenses arising directly or indirectly out of any violation of this Agreement by System, or out of an actual or alleged injury to a person or to property as a result of the negligent or intentional act or omission of System or any of System's employees, subcontractors, or agents providing Services in connection with System's obligations under this Agreement, except to the extent any such loss, damage, costs and expenses were caused by the negligent or intentional act or omission of LFUCG, or LFUCG's officers, employees or agents.

SECTION 5. COMPLIANCE WITH MEDICARE REQUIREMENTS.

5.1 Applicable Medicare Regulations.

All references in this Agreement to "Medicare regulations" and all citations of "Sections" in this Section refer to those regulations contained at 42 Code of Federal Regulations, Part 415, Subpart C (415.100 to 415.130) and Subpart B (415.50 to 415.70), as those Sections now exist or as those Sections may be subsequently renumbered or revised.

5.2 Exclusion.

1. LFUCG warrants that neither it nor its principals or employees are, or have been, excluded, debarred, suspended, proposed for debarment, or declared ineligible from participation in any federally and/or state funded program ("Exclusion"). LFUCG shall immediately notify SJHS of any threatened or actual Exclusion. If LFUCG is so debarred, suspended, or excluded, this Agreement shall immediately and

automatically terminate. LFUCG shall indemnify and defend SJHS against all actions, claims, demands, liabilities, losses, damages, costs, and expenses, including reasonable attorneys' fees, arising directly or indirectly out of any Exclusion. System shall retain the right to immediately terminate this Agreement upon any action by a federal or state entity concerning the proposed or actual exclusion of LFUCG and/or its principals or employees.

5.3 Access to Books and Records.

Until the expiration of four (4) years after the furnishing of any Services pursuant to this Agreement, LFUCG shall make available upon request of the Secretary of the Department of Health and Human Services or the Comptroller General of the United States, or any of their duly authorized representatives, this Agreement and such books, documents, and records of LFUCG as are reasonably necessary to certify the nature and the reasonable costs of the services rendered pursuant to this Agreement. If LFUCG carries out any of the duties of this Agreement through a subcontract, with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request of the Secretary of the Department of Health and Human Services or upon request of the Comptroller General of the United States, or any of their duly authorized representatives, the subcontract, books, documents, and records of such organization that are necessary to verify the nature and extent of the cost of services provided pursuant to said subcontract. This Section shall survive the expiration or termination of this Agreement for any reason.

SECTION 6. INDEPENDENT CONTRACTOR.

In the performance of its obligations under this Agreement, it is mutually understood and agreed that LFUCG is at all times acting and performing as independent contractors with respect to System. LFUCG and its employees must exercise at all times their respective independent judgment and neither shall be subject to direction, control, or supervision by System in the performance of the Services which are the subject of this Agreement, except that LFUCG and its employees shall be subject to the standards set forth in this Agreement. Nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, joint venture relationship, or a lease or landlord/tenant relationship. Neither LFUCG nor any of its employees, agents, or subcontractors shall have any claim under this Agreement or otherwise against System for workers' compensation, unemployment compensation, vacation pay, sick leave, retirement benefits, Social Security benefits, disability insurance benefits, unemployment insurance benefits, or any other benefits. System shall not withhold, or in any way be responsible for, the payment of any federal, state, or local income taxes, F.I.C.A. taxes, F.U.T.A. taxes, unemployment compensation or workers' compensation contributions, Social Security, or any other payments or withholdings pursuant to any law or requirement of any governmental body/agency on behalf of LFUCG or any of its employees, agents, or subcontractors (including employees), and all such withholdings, payments, or obligations shall be the sole responsibility of LFUCG. LFUCG shall indemnify, defend, and hold harmless System from any and all loss or liability arising with respect to such payments, withholdings, obligations, and benefits. In the event that the Internal Revenue Service ("IRS") or other governmental body/agency should question or challenge the independent contractor status of LFUCG and its employees, System shall have the right to participate in any discussion or negotiation occurring with the IRS or other such governmental body/agency, irrespective of by whom such discussions or negotiations were initiated. This Section shall survive the expiration or termination of this Agreement for any reason.

SECTION 7. GENERAL PROVISIONS.

7.1 Cumulation of Remedies

Except as expressly provided herein, the various rights, options, elections, powers, and remedies of the respective parties hereto contained in, granted, or reserved by this Agreement, are in addition to any others that said parties may be entitled to by law, shall be construed as cumulative, and no one of them is exclusive of any of the others, or of any right or priority allowed by law.

7.2 Attorneys' Fees.

In the event that any action is brought by either party to enforce or interpret the terms of this Agreement, each party will cover their own attorney fees and other costs.

7.3 Notices.

All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been delivered to a party upon personal delivery to that party or: (i) one (1) business day following electronically confirmed delivery by facsimile transmission to the telephone number provided by the party for such purposes, if simultaneously mailed as provided herein; (ii) one (1) business day following deposit for overnight delivery with a bonded courier holding itself out to the public as providing such services, with charges prepaid; or (iii) three (3) business days following deposit with the United States Postal Service, postage prepaid, and in any case addressed to the party's address set forth below, or to any other address that the party provides by notice, in accordance with this Section, to the other party:

If to System: Saint Joseph Health System, Inc.
1 St. Joseph Drive
Lexington, Ky 40504
Attention: Market President

And a copy to: CommonSpirit Health
Legal Team
1401 Harrodsburg Road, Suite A-220
Lexington, Kentucky 40504
Attention: System Corporate Counsel

If to LFUCG:

Lexington Fire
EMS Chief
219 E. Third St
Lexington KY, 40508

Attn: Battalion Chief of EMS

7.4 Assignment.

Neither System nor LFUCG shall have the right or the power to assign this Agreement nor any of the rights or obligations inuring to or imposed upon it herein, and any attempted or purported assignment shall be null and void and of no effect.

7.5 Binding on Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and permissible assigns.

7.6 No Third-Party Rights.

Nothing in this Agreement shall be construed as creating or giving rise to any rights in any third parties or any persons other than the parties hereto.

7.7 Waiver.

Any waiver of any term or condition of this Agreement must be in writing and signed by the parties. No delay or failure by either party to exercise any right or remedy it may have under this Agreement shall operate as a continuing waiver of such right or remedy, or prejudice such party's right to insist upon full compliance by the other party of the terms of this Agreement.

7.8 Headings.

The headings contained in this Agreement are for convenience of reference only and shall in no way be held or deemed to be a part of or affect the interpretation of this Agreement.

7.9 Severability.

The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal, or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.

7.10 Entire Agreement; Termination of Prior Agreement.

This Agreement contains the sole and entire agreement between the parties regarding the subject matter hereof, and supersedes any and all prior agreements between the parties, including the Prior Agreement. The parties acknowledge and agree that neither of them has made any representations with respect to the subject matter of this Agreement, or any representation inducing the execution and delivery hereof, except such representations as are specifically set forth herein, and each of the parties hereto acknowledges that it has relied on its own judgment in entering into the same. The Prior Agreement is terminated as of the Effective Date, and neither party shall have any further rights or obligations under the Prior Agreement.

7.11 Amendments.

This Agreement may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall become effective, it shall be reduced to writing and signed by each of the parties.

7.12 Governing Law.

The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky applicable to agreements made and to be performed wholly within that state, irrespective of such state's choice-of-law principles.

7.13 Continuing Obligations.

Whether specifically identified or not, the obligations of the parties under this Agreement which

by their nature or content would continue beyond the expiration or termination of this Agreement shall survive any expiration or termination of this Agreement.

7.14 Authority to Execute.

Each party has been represented by counsel in the negotiation and execution of this Agreement. This Agreement was executed voluntarily without any duress or undue influence on the part of or on behalf of the parties hereto. The parties acknowledge they have read and understood this Agreement and its legal effect. Each party acknowledges it has had a reasonable opportunity to obtain independent legal counsel for advice and representation in connection with this Agreement. Each party further acknowledges that it is not relying on and it is not, for the purposes of the negotiation, execution and delivery of this Agreement, a client of the legal counsel employed by any other parties to this Agreement. Each of the undersigned represents and warrants that he/she has the authority to execute this Agreement on behalf of the respective party and that such action has been properly authorized.

7.15 No Requirement to Refer.

Nothing in this Agreement, whether written or oral, nor any consideration in connection herewith contemplates or requires the referral of any patient. The parties specifically acknowledge and agree that any benefits which LFUCG and its employees receive under this Agreement constitute reasonable payment for the Services provided by LFUCG and its employees hereunder. Such benefits in no way require, are in no way contingent upon, and are in no way intended to induce the admission or referral of any patients to Hospital, and this Agreement is not intended to influence the judgment of any employee in choosing the medical facility appropriate for the proper treatment and care of his or her patients. There is no requirement that LFUCG and its employees make referrals to, or be in a position to make or influence referrals to, or otherwise generate business for System as a condition for receiving such benefits. Further, LFUCG hereby represents and warrants to System that the aggregate compensation for Services provided at the System pursuant to this Agreement represents fair market value for such services and does not take into account or otherwise reflect the volume or value of referrals or other business generated for Hospital. The parties specifically do not intend to violate the federal (or any state's) Anti-Fraud and Abuse provisions (42 U.S.C. §1320a-7b(b)) or the Physician Ownership and Referral Act (42 U.S.C. §1395nn) or regulations promulgated thereunder (commonly known as the Stark Law).

7.16 Compliance with Standards of Conduct

2. LFUCG shall comply with the CommonSpirit Health ("CSH") *Standards of Conduct* as set forth in the *Our Values in Action Policy & Reference Guide* at <https://www.commonspirit.org/corporate-responsibility>.

7.17 Ethical and Religious Directives.

3. LFUCG shall comply with the United States Conference of Catholic Bishops' *Ethical and Religious Directives for Catholic Health Care Services*, available at <http://www.usccb.org/>.

7.18 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the day and year first above written.

SAINT JOSEPH HEALTH SYSTEM, INC.

By: Christy Spitzer

Name: Christy Spitzer

Title: Interim Market President

Linda Gorton
**LEXINGTON FAYETTE URBAN COUNTY
GOVERNMENT**

By: Linda Gorton

Name: _____

Title: Mayor



AGREEMENT

PATIENT SAFETY ORGANIZATION (PSO) PARTICIPANT

This agreement, dated 12/12/24, reflects the PSO relationship between the **Center for Patient Safety (CPS)** and **Lexington Fayette Urban County Government (Organization)**.

I. BACKGROUND

1. The Organization desires to participate with a Patient Safety Organization (PSO) certified by the Agency for Healthcare Research and Quality (AHRQ) pursuant to the Patient Safety and Quality Improvement Act of 2005 (PSQIA) and its Final Rule. (These are described in Exhibit 1.)
2. CPS provides such services.
3. All of Organization's activities related to this agreement are undertaken voluntarily, and Organization can decide what data to report. The parties recognize that the value of the projects undertaken in relation to this agreement will depend on the quality and the quantity of data provided by Participants (including Organization) to CPS.

II. THE CENTER FOR PATIENT SAFETY AGREES:

1. It will maintain its certification as a listed PSO and will develop and implement policies and procedures to comply with AHRQ's requirements for listed PSOs, as specified in the relevant law described in Exhibit 1.
2. CPS will be a business associate of Organization, and the parties will enter into a Business Associate Agreement (BAA) that complies with the Health Insurance Portability and Accountability Act (HIPAA), the HIPAA privacy rule and the Health Information Technology for Economic and Clinical Health (HITECH) Act as they may apply. A proposed BAA is attached as Exhibit 3.
3. If CPS discloses any information that has been provided to it by any Participants, it will only share de-identified and/or aggregated information, as allowed by the PSQIA and the Final Rule.

III. FEE STRUCTURE:

1. Annual cost per year for a three (3) year period, to be billed in three (3) equal annual installments, plus a one-time onboarding fee.

2. First payment is due upon contract execution.
3. Second payment is due 12-months thereafter and third payment is due another 12-months thereafter, continuing per agreement for successive 3-year periods. Center will invoice organization.
4. Organization's annual fee will be \$1,800 plus a one-time onboarding fee the first year of \$500.

☐ **Invoice contact name and phone number:**

☐ **Send invoice via email to:**

IV. ORGANIZATION AGREES:

1. It will submit data relevant to the program in which it is participating.
2. Organization will develop and implement policies that are compliant with the PSQIA, the Final Rule, and AHRQ's requirements to preserve the confidentiality of its work product and any confidential information provided to it by CPS. CPS will provide policy templates.
3. Organization will train its staff regarding the confidentiality of the work product protected under the PSQIA. Staff members who work with confidential information will sign a confidentiality agreement. CPS will provide training materials and a template agreement.
4. Organization will designate a contact person to interact with CPS on activities related to this agreement. If the designated contact person changes, Organization will notify CPS in writing of the change.
5. Organization will provide a list (using Exhibit 2) of any Affiliated Providers that will be included under this agreement.
6. If Organization works with more than one PSO, it will notify CPS, including the identity, of the other.
7. Feedback from CPS to Organization is advisory only, and any subsequent decisions made or actions undertaken are the responsibility of Organization.

V. REQUESTS FOR PROTECTED INFORMATION

1. If either party receives a request for protected information, it will notify the other party and will assert all relevant privileges under the PSQIA. The parties will communicate with each other regarding any decision to disclose potentially protected information.

2. The Organization will have primary responsibility for defending the privilege and confidentiality protections in cases where it or its affiliated providers are a party and/or are the subject of an investigation. In other cases, the parties will confer as to the appropriate responsibility. CPS will make resources and expertise available to support Organization's efforts under this paragraph.

VI. INSURANCE AND INDEMNIFICATION

1. Both parties and their relevant affiliates will maintain at least \$1 million per occurrence and \$1 million aggregate coverage for each of these: general, professional and D & O liability.
2. Each party shall be responsible for (and hold the other harmless from) any claims and expenses, including reasonable attorney's fees, that result from any liability arising from that party's acts or omissions.

VII. TERM AND TERMINATION

1. This agreement begins on the effective date and will automatically renew for successive 3-year periods unless either party notifies the other of its intent not to review at least thirty (30) days prior to the end of the current term. CPS will notify Organization at least sixty (60) days before the end of the contract term about changes to fees. Organization agrees that fees paid to CPS, or on behalf of Organization, are in consideration for provision of services identified in this agreement.
2. CPS uses an outside vendor to support its PSO data system, and the PSO fee structure relies on the cost of that contract. If that contract changes in price, or if CPS needs to find a different provider of data services, it reserves the right to change its fees with 120 days' notice.
3. Either party may terminate the agreement on ninety (90) days written notice to the other party.
4. The agreement will terminate automatically on any of the following occurrences:
 - a. CPS is de-listed as a PSO by AHRQ. In that case, CPS will comply with all requirements of the PSQIA and the Final Rule regarding Organization's information.
 - b. Either Party is dissolved or loses its status as a corporate entity or is deemed insolvent.
5. Each party will bear the obligations outlined in the PSQIA and the Final Rule with respect to confidential information upon termination.

VIII. OWNERSHIP AND WORK PRODUCT

1. Organization owns all identifiable patient safety work product (PSWP) and other identifiable information it submits to CPS.
2. CPS owns all aggregate and non-identifiable information it has developed.

IX. MISCELLANEOUS

1. Any notice given by one party to the other shall be in writing. Unless sent by mail, it will be deemed given on receipt, but if mailed, on the third day after receipt or when actually delivered.
2. This agreement, together with Exhibits **1-3** continues the entire agreement between the parties. Any amendments shall be in writing.

EFFECTIVE DATE: _____

Signed by:
CENTER FOR PATIENT SAFETY
Kathryn Wire
ARC308389DE6476

SIGNATURE

Kathryn Wire

PRINTED NAME

Executive Director

TITLE
12/10/2024

DATE SIGNED

PARTICIPANT
Linda Gorton

SIGNATURE

Mayor Linda Gorton

PRINTED NAME

Mayor

TITLE
Lexington Fayette Urban County Government

ORGANIZATION

DATE SIGNED

EXHIBIT 1

LEGAL REFERENCES

The agreement between Organization and the Center for Patient Safety is based on the provisions of the Patient Safety and Quality Improvement Act of 2005 (Patient Safety Act, Pub. L 109-41). The Act amended Title IX of the Public Health Service Act (42 U.S.C. 299 et seq.) by inserting a new Part C, sections 921 through 926, which are codified at 42 U.S.C. 299b-21 through 299b-26.

The Agency for Healthcare Research and Quality issued the final Patient Safety Rule, which is codified at 42 CFR Part 3.

Both can be easily accessed in PDF form at <https://www.pso.ahrq.gov/legislation>.

EXHIBIT 2

AFFILIATED PROVIDERS

The following entities are Affiliate Providers of Organization. An Affiliated Provider, as defined in the Final Rule, is a legally separate provider that is the parent organization of the provider or is under common ownership, management, or control with the provider, or is owned, managed, or controlled by the provider.

For additional affiliated providers, please copy this form and include in the agreement.

Name: _____
Mailing Address: _____
City: _____ State: _____ Zip Code: _____
Phone Number: _____ Fax Number: _____
Nature of Affiliation: _____
Name: _____
Mailing Address: _____
City: _____ State: _____ Zip Code: _____
Phone Number: _____ Fax Number: _____
Nature of Affiliation: _____
Name: _____
Mailing Address: _____
City: _____ State: _____ Zip Code: _____
Phone Number: _____ Fax Number: _____
Nature of Affiliation: _____

EXHIBIT 3

HIPAA BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement ("BAA") entered into on _____, between the **Center for Patient Safety ("CPS")**, and **Lexington Fayette Urban County Government ("Participant")**, supplements and is made a part of the Participant Agreement.

WHEREAS, Participant desires to protect the privacy and security of Protected Health Information ("PHI") Used or Disclosed by CPS in compliance with the Health Insurance Portability and Accountability of 1996 ("HIPAA") and regulations promulgated thereunder by the U.S. Department of Health and Human Services (45 CFR Parts 160 and 164), as amended by the American Recovery and Reinvestment Act of 2009, Title XII "Health Information Technology for Economic and Clinical Health Act" ("HITECH"). The purpose of this BAA is to satisfy certain standards and requirements of HIPAA (hereinafter "HIPAA Rules") as they may be amended from time to time.

WHEREAS, Participant and CPS have entered into a Participant Agreement under which Participant will voluntarily submit certain information to CPS and CPS will utilize the information to perform patient safety activities ("Services") which involve the Use or Disclosure of PHI in the course of such services under this Participant Agreement.

In consideration of these mutual promises made below and the exchange of information under this BAA, the Parties agree as follows:

A. DEFINITIONS

In addition to the terms already defined in the Participant Agreement and this BAA, terms capitalized in this BAA shall have the same meaning as those terms defined in the HIPAA Rules unless the context requires otherwise. Any reference to PHI includes electronic PHI to the extent practicable.

1. "Breach." As used in Section B.3 herein, the term "Breach" shall have the same meaning as the term "breach" in 45 CFR §164.402.
2. "Business Associate." As used herein, the term "Business Associate" shall mean CPS.
3. "Covered Entity." As used herein, the term "Covered Entity" shall mean Participant.
4. "Individual" shall have the same meaning as the term "individual" in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
5. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR § 164.103.
6. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee.

7. “Unsecured Protected Health Information.” As used herein, the term “Unsecured Protected Health Information” or “Unsecured PHI” shall have the same meaning as the term “unsecured protected health information” in 45 CFR §164.402.

B. RESPONSIBILITIES OF CPS

1. Uses and Disclosures

CPS agrees not to Use and/or Disclose PHI received from Participant or created or received by CPS on behalf of Participant other than to perform the Services as permitted or required under the Participant Agreement or as Required by Law.

2. Safeguards

CPS agrees to use appropriate administrative, technical and physical safeguards to protect the confidentiality, integrity and availability of PHI it creates, receives, maintains or transmits on behalf of Participant as required by the HIPAA Rules and to prevent any Use or Disclosure of Participant’s PHI other than as permitted or required by the Participant Agreement or this BAA. By no later than February 17, 2010, CPS further agrees to implement policies and procedures to prevent, detect, contain and correct security violations related to PHI, and to comply with the following provisions of the HIPAA Security Rule: 45 CFR § 164.308 (administrative safeguards); §164.310 (physical safeguards); §164.312 (technical safeguards); and §164.316 (policies and procedures and documentation requirements).

3. Notification

CPS agrees to notify Participant of any Use or Disclosure of PHI not provided for by this BAA, within ten (10) days of CPS’ discovery of such Use or Disclosure, and to take reasonable steps to mitigate to the extent practicable any harmful effect of a breach of confidentiality or security in violation of this BAA.

a. In addition, in order to enable compliance with the breach notification requirements of HITECH, found at 45 CFR Part 164, Subpart D of the HIPAA Rules, CPS shall, following the discovery of a Breach of Unsecured PHI, notify Participant within ten (10) business days of discovery of such Breach. CPS agrees to exercise reasonable diligence to discover Breaches of Unsecured PHI. Such notice shall include the identification of each individual whose Unsecured PHI has been, or is reasonably believed by CPS to have been, accessed, acquired, or disclosed during such Breach, along with any other available information which Participant is required to include in notification to the individual under 45 CFR §164.404(c).

b. If CPS does not possess the identity of all such individuals within ten (10) business days of discovery of the Breach, CPS shall notify Participant with such information as is available by that deadline and supplement immediately as additional information becomes available.

4. Agents and Subcontractors

CPS agrees to ensure that any agent, including subcontractors to whom it provides PHI received from or created or received by CPS on behalf of Participant agrees to the same restrictions and confidentiality that apply to CPS with respect to such information.

5. Regulatory Compliance

CPS agrees to make its internal practices, books and records, including policies and procedures, relating to the Use and Disclosure of PHI received from or created or received by CPS on behalf of Participant available to Participant or the Secretary in a time and manner designated by Participant or Secretary for the purpose of the Secretary determining Participant's compliance with the HIPAA Rules.

C. PERMITTED USES AND DISCLOSURES OF PHI BY CPS

1. CPS Services

CPS may use or disclose PHI for the purpose of providing the Services described in the Participant Agreement.

2. Data Aggregation

CPS may use PHI to perform Data Aggregation services to Participant, as defined by 45 CFR § 164.501.

3. CPS Management and Administration

CPS may use PHI for the proper management and administration of CPS or to carry out CPS' own legal responsibilities.

4. Disclosures for CPS' Management and Administration

CPS may disclose PHI for the proper management and administration of CPS, provided:

- a. The disclosure is Required by Law; or
- b. CPS obtains reasonable assurances from the person or entity to whom the information is Disclosed that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purpose for which it was Disclosed to the person or entity, and the person or entity notifies CPS of any instances of which it is aware in which the confidentiality of the information has been breached.

5. Uses for Reporting Purposes

CPS may Use PHI to report violations of law to appropriate federal and state authorities, consistent with the HIPAA Rules.

D. RESPONSIBILITIES OF PARTICIPANT

1. Notice to CPS

Participant agrees to notify CPS of any limitations in its Notice of Privacy Practices to the extent that such limitations affect CPS Use and Disclosure of PHI.

2. Impermissible Request by Participant

Except as otherwise provided in this BAA, Participant will not request CPS to Use or Disclose PHI in any manner that would not be permissible under the HIPAA Rules if done by Participant.

E. TERM AND TERMINATION

1. Term

The Term of this BAA shall be effective as of the Effective Date of the Participant Agreement and shall terminate when all of the PHI provided by Participant to CPS, or created or received by CPS on behalf of Participant, is destroyed or returned to Participant, or if it is infeasible to return or destroy PHI, protections are extended to such information in accordance with termination provisions in this section.

2. Termination for Cause

Upon either Party's knowledge of a material breach of this BAA by the other, the Parties shall either:

a. Provide an opportunity to the breaching Party to cure the breach or end the violation within 30 days after written notice by the non-breaching Party; or

b. Immediately terminate this BAA if a material term has been breached and cure is not possible and report the violation to the Secretary.

3. Effect of Termination

a. Unless otherwise agreed by the Parties in writing, upon termination of this BAA for any reason, CPS shall return or destroy all PHI received from Participant or created or received by CPS on behalf of Participant. This provision shall apply to PHI that is in the possession of subcontractors or agents of CPS.

b. In the event that the Parties agree in writing that returning or destroying the PHI is infeasible, CPS shall extend the protections of this BAA to such PHI and limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as CPS maintains such PHI.

F. **MISCELLANEOUS**

1. Regulatory References

A reference in this BAA to a section in the HIPAA Rules means the section as in effect or as amended and for which compliance is required.

2. Amendment

The Parties agree to take such action as is necessary to amend this BAA from time to time as is necessary to comply with the requirements of the HIPAA Rules as may be amended.

3. Survival

The respective rights and obligations of CPS under Section E (3) of this BAA shall survive the termination of this BAA.

4. Interpretation

Any ambiguity in this BAA shall be resolved in favor of permitting the Parties to comply with the HIPAA Rules as may be amended.

5. Governing Law.

This BAA and the rights and obligations of the Parties hereunder shall in all respects be governed by, and construed in accordance with, the laws of the State of Kentucky, including all matters of construction, validity and performance.

The Parties have caused this Business Associate Agreement to be duly executed in their respective names as of the date first above written.

CENTER FOR PATIENT SAFETY

Kathryn Wire
ABC30B389DF6476

SIGNATURE

Kathryn Wire
PRINTED NAME

Executive Director
TITLE

PARTICIPANT

Linda Gorton

SIGNATURE

Mayor Linda Gorton
PRINTED NAME

Mayor
TITLE



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 1158-24

File ID: 1158-24

Type: Resolution

Status: Approved

Version: 1

Contract #: 343-2024

In Control: Urban County
Council

File Created: 11/12/2024

File Name: JP Morgan Banking Services Letter Agreement
Extension

Final Action: 12/05/2024

Title:

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a fee neutral multi-year Letter Agreement and any other necessary related Agreements with JP Morgan Chase Bank, N.A., extending the period to provide general banking services. [Dept. of Finance, Hensley]

Notes: Stamped and filed in the CCO. Returned to Robin Adams 12/6/2024. MS

Sponsors:

Enactment Date: 12/05/2024

Attachments: Memo JPMorgan Banking Svcs Ltr Agreement
Extension, JPMC LFUCG 2025 Banking Svcs Ltr
Agreement, RESO 1158-24- Letter agreement with
JP Morgan 4911-6778-4704 v.1.doc, R-615-2024,
Contract #343-2024

Enactment Number: R-615-2024

Deed #:

Hearing Date:

Drafter: Robin Adams

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	12/03/2024	Approved and Referred to Docket	Urban County Council	12/03/2024		Pass
1	Urban County Council	12/03/2024	Received First Reading	Urban County Council	12/05/2024		
1	Urban County Council	12/05/2024	Approved				Pass

Text of Legislative File 1158-24

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a fee neutral multi-year Letter Agreement and any other necessary related Agreements with

JP Morgan Chase Bank, N.A., extending the period to provide general banking services.
[Dept. of Finance, Hensley]

Summary

Authorization to approve one (1) additional five (5) year Letter Agreement Extension with JPMorgan Chase Bank for primary banking services. No Budgetary impact. (L1158-24) (Hensley)

Budgetary Implications: NO

Advance Document Review:

Law: Yes, Completed by David Barberie, November 12, 2024

Risk Management: N/A

Fully Budgeted: N/A

Account Number: 1101-202101-2011-78701

This Fiscal Year Impact: \$0

Annual Impact: \$0

Project:

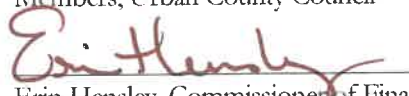
Activity:

Budget Reference:

Current Balance:



TO: Mayor Linda Gorton
Members, Urban County Council

FROM: 
Erin Hensley, Commissioner of Finance

DATE: November 12, 2024

SUBJECT: JPMorgan Chase Banking Services Letter Agreement Extension

Request

Authorization to: Approve one (1) additional five (5) year Letter Agreement Extension with JPMorgan Chase Bank for primary banking services.

Why are you requesting?

Department needs this action completed because: The extension maintains the prior term contract fee structure and services for an additional five (5) year term, which allows for continued savings on LFUCG's primary bank fees.

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

The cost for this FY is: \$0

The cost for future FY is: \$0

Are the funds budgeted?

The funds are budgeted:

Account number: 1101-202101-2011-78701

File Number: 1158 - 24

Commissioner: Erin Hensley



November 12, 2024

Mr. Todd Slatin
Division of Central Purchasing
Lexington-Fayette Urban County Government
Government Center
200 East Main Street
Lexington, Kentucky 40507

Re: Extension Letter Agreement

Dear Mr. Slatin:

Lexington-Fayette Urban County Government (the “Customer”) and JPMorgan Chase Bank, N.A. (the “Bank”) previously entered into a banking services letter agreement dated March 22, 2018 (the “Agreement”, as extended and amended). This extension letter agreement will confirm that the parties wish to extend the term of the Agreement for one (1) additional five (5) year period commencing March 2, 2025, until March 1, 2030 (“Extended Term”), with an option to renew for five (5) additional one (1) year terms thereafter, or for such longer term upon mutual agreement of the Customer and the Bank, unless earlier terminated as provided in the account documentation, with such renewal period subject to changes to pricing and other terms and conditions as mutually agreed. Updated pricing terms as agreed between the parties, if any, are hereby incorporated by reference and made a part of this letter agreement. All other terms and conditions as contained in the Agreement will remain as stated in the Agreement.

In the event the Agreement is not formally renewed by the end of the Extended Term or by the end of a term beyond the Extended Term, and the Bank continues providing Services to the Customer, the term of the Agreement shall extend on a month-to-month basis. The Bank may, with notice to the Customer, permit one or more additional government entities or political subdivisions (“Additional Parties”) to participate in and utilize the Agreement in accordance with applicable law. Additional Parties will enter into their own contracts directly with the Bank. The Customer will not be responsible for any obligation due from any other Additional Party to the Bank, and the Customer shall not be responsible for any disputes arising out of transactions made by other Additional Parties who utilize the Agreement.

The parties each represent and warrant that this letter agreement constitutes a legal, valid, and binding obligation enforceable in accordance with its terms, and the execution and performance of this letter agreement does not breach any agreement of such party with any third party; does not violate any law, rule or regulation; is within its organizational powers; and has been duly authorized by all necessary action of such party.

[Signature page follows]

Very truly yours,

JPMorgan Chase Bank, N.A.

By: _____

Name: _____

Title: Authorized Officer

Accepted and agreed:

Lexington-Fayette Urban County Government

By: _____

Name: _____

Title: _____

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A FEE NEUTRAL MULTI-YEAR LETTER AGREEMENT AND ANY OTHER NECESSARY RELATED AGREEMENTS WITH JP MORGAN CHASE BANK, N.A., EXTENDING THE PERIOD TO PROVIDE GENERAL BANKING SERVICES.

—

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute the fee neutral multi-year Letter Agreement, attached hereto and incorporated herein by reference, and any other necessary related agreements, with JP Morgan Chase Bank, N.A., extending the period to provide general banking and purchasing card/electronic payables services.

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
1158-24:EPT:4911-6778-4704, v. 1

RESOLUTION NO. 615 - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A FEE NEUTRAL MULTI-YEAR LETTER AGREEMENT AND ANY OTHER NECESSARY RELATED AGREEMENTS WITH JP MORGAN CHASE BANK, N.A., EXTENDING THE PERIOD TO PROVIDE GENERAL BANKING SERVICES.

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


Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute the fee neutral multi-year Letter Agreement, attached hereto and incorporated herein by reference, and any other necessary related agreements, with JP Morgan Chase Bank, N.A., extending the period to provide general banking and purchasing card/electronic payables services.

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

PASSED URBAN COUNTY COUNCIL: December 5, 2024


MAYOR

ATTEST:


CLERK OF URBAN COUNTY COUNCIL
1158-24:EPT:4911-6778-4704, v. 1

November 14, 2024

Mr. Todd Slatin
Division of Central Purchasing
Lexington-Fayette Urban County Government
Government Center
200 East Main Street
Lexington, Kentucky 40507

Re: Extension Letter Agreement

Dear Mr. Slatin:

Lexington-Fayette Urban County Government (the "Customer") and JPMorgan Chase Bank, N.A. (the "Bank") previously entered into a banking services letter agreement dated March 22, 2018 (the "Agreement", as extended and amended). This extension letter agreement will confirm that the parties wish to extend the term of the Agreement for one (1) additional five (5) year period commencing March 2, 2025, until March 1, 2030 ("Extended Term"), with an option to renew for five (5) additional one (1) year terms thereafter, or for such longer term upon mutual agreement of the Customer and the Bank, unless earlier terminated as provided in the account documentation, with such renewal period subject to changes to pricing and other terms and conditions as mutually agreed. Updated pricing terms as agreed between the parties, if any, are hereby incorporated by reference and made a part of this letter agreement. All other terms and conditions as contained in the Agreement will remain as stated in the Agreement.

In the event the Agreement is not formally renewed by the end of the Extended Term or by the end of a term beyond the Extended Term, and the Bank continues providing Services to the Customer, the term of the Agreement shall extend on a month-to-month basis. The Bank may, with notice to the Customer, permit one or more additional government entities or political subdivisions ("Additional Parties") to participate in and utilize the Agreement in accordance with applicable law. Additional Parties will enter into their own contracts directly with the Bank. The Customer will not be responsible for any obligation due from any other Additional Party to the Bank, and the Customer shall not be responsible for any disputes arising out of transactions made by other Additional Parties who utilize the Agreement.

The parties each represent and warrant that this letter agreement constitutes a legal, valid, and binding obligation enforceable in accordance with its terms, and the execution and performance of this letter agreement does not breach any agreement of such party with any third party; does not violate any law, rule or regulation; is within its organizational powers; and has been duly authorized by all necessary action of such party.

[Signature page follows]

Very truly yours,

JPMorgan Chase Bank, N.A.

By: 
Name: Greg Mullins
Title: Authorized Officer

Accepted and agreed:

Lexington-Fayette Urban County Government

By: 
Name: Linda Gorton
Title: Mayor



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 1159-24

File ID: 1159-24

Type: Resolution

Status: Approved

Version: 1

Contract #: 362-2024

In Control: Urban County
Council

File Created: 11/12/2024

File Name: Match funds for Fayette County Broadband Project

Final Action: 12/05/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement with Charter Communications d/b/a Spectrum to support an award from Ky.'s Better Internet Grant Program with local match funds for the provision of fiber optic broadband internet services to households in Fayette County, to execute any related documents, and further authorizing payment in an amount not to exceed \$10,000. [Div. of Computer Services, Stewart]

Notes: Stamped and filed in the CCO. Returned to Liz Rodgers 12/12/2024. MS

Sponsors:

Enactment Date: 12/05/2024

Attachments: Bluesheet Memo_SpectrumGrant2, Fayette - State
BB Contribution Agreement - Round 2, RFP #9-2022
Central Kentucky Counties Regional Broadband
Infrastructure & Services, FAYETTE Spectrum
Fayette County Kentucky Better Internet Program
Exhibits, RESO 1159-24 (Broadband Project Grant)
4867-0228-4025 v.1.docx, R-616-2024, Contract
#362-2024

Enactment Number: R-616-2024

Deed #:

Hearing Date:

Drafter: Camille Brann

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	12/03/2024	Approved and Referred to Docket	Urban County Council	12/03/2024		Pass
1	Urban County Council	12/03/2024	Received First Reading	Urban County Council	12/05/2024		
1	Urban County Council	12/05/2024	Approved				Pass

Text of Legislative File 1159-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County

Government, to execute an Agreement with Charter Communications d/b/a Spectrum to support an award from Ky.'s Better Internet Grant Program with local match funds for the provision of fiber optic broadband internet services to households in Fayette County, to execute any related documents, and further authorizing payment in an amount not to exceed \$10,000. [Div. of Computer Services, Stewart]

Summary

Authorization to execute the necessary documents with Charter Communications d/b/a Spectrum for the LFUCG to contribute matching funds to support an award from Kentucky's Better Internet Grant program. The project will serve an additional 878 residential locations in Fayette County with fiber optic bRd.band internet service, pursuant to RFP 9-2022. At a cost of \$10,000. Funds are Budgeted. (L1159-24) (Stewart/Rodgers)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: { Select **Yes**/No, Completed by Ashleigh Bailey, 11/13/2024}

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

Fully Budgeted [select]: **Yes**/No/Partial

Account Number: 1101-210101-0001-71208

This Fiscal Year Impact: \$10,000.00

Annual Impact: \$

Project:

Activity:

Budget Reference:

Current Balance: \$293,588.00



TO: Mayor Linda Gorton,
Honorable Members, Urban County Council

FROM: Liz Rodgers, Chief Information Officer

DATE: November 12, 2024

SUBJECT: Match funds for Fayette County Broadband Project

Request:

Authorize the Mayor on behalf of the Lexington-Fayette Urban County Government to execute the necessary documents with Charter Communications d/b/a Spectrum for the LFUCG to contribute \$10,000 in match funds to support an award from Kentucky's Better Internet grant program for a project to serve an additional 878 residential locations in Fayette County with fiber optic broadband internet service, per RFP #9-2022, incorporated herein by reference.

Purpose:

Rural Fayette County is home to many families who do not have access to reliable, high-speed internet, a necessity for full participation in online educational, career, health, and economic opportunities. Charter Communication's plan leverages a regional approach that will provide high-speed internet to nearly all unserved or underserved rural Fayette County residences. This project, their second awarded a grant from Kentucky's Better Internet program, includes a pledged contribution of \$10,000 from the Lexington-Fayette Urban County Government.

Budgetary Implication:

Cost for FY25 is \$10,000

Are the funds budgeted? Yes, \$10,000 from 1101-210101-0001-71208 (Office of the CIO)

File Number: 1159-24

Director/Commissioner: Rodgers



BROADBAND GRANT CONTRIBUTION AGREEMENT

This Broadband Grant Contribution Agreement (the “Contribution Agreement”) is entered into by and between Lexington Fayette Urban County Government (the “Contributor” or the “County”), Kentucky and Spectrum Mid-America, LLC, by its Manager, Charter Communications, Inc. (hereinafter referred to as “Charter”) on _____, 2024 (“Effective Date”).

RECITALS

A. The Kentucky Office of Broadband Deployment, representing the State of Kentucky (the “State”), and Charter entered into a Broadband Grant Agreement (the “Broadband Agreement”) for the Fayette County Broadband Project, described in the Broadband Agreement, on _____, 2024. A copy of the Broadband Agreement is attached hereto as **Exhibit**

B.

B. The Broadband Agreement provides for Charter to receive grant funds (the “Grant Funds”) in exchange for, among other things, Charter’s contribution of matching funds (the “Match”). Charter agreed to the Match amount in contemplation of, among other things, the County’s pledge to contribute \$10,000 (the “Pledge”) for the purpose of offsetting Charter’s Match.

C. The Broadband Agreement acknowledges the Pledge as part of the Broadband Agreement’s Project Budget necessary for Charter to complete the Broadband Project described in the Grant Agreement.

D. Capitalized terms not defined in this Contribution Agreement are ascribed the meaning defined in the Broadband Agreement.

E. The Contributor asserts that it has the requisite funding and authority to enter into and meet its pledge under the Broadband Agreement and this Contribution Agreement.

NOW THEREFORE, in consideration of the above Recitals, which are hereby incorporated into the below Agreement, and in consideration of the mutual promises made herein, the receipt and sufficiency of which are hereby acknowledged, Charter and the County further agree as follows:

1. **Network Construction.** Charter shall fulfill its obligations outlined in the Broadband Agreement to build the Broadband Project, as desired by the Contributor.
2. **Pledged Contribution.** Contributor shall provide Charter with a one-time contribution of \$10,000 as part of the necessary funding for the Broadband Project; subject to the payment schedule in **Exhibit A**, and the terms and conditions of the Grant Agreement incorporated by reference herein.
3. The parties to this Contribution Agreement agree that the Pledge is material to Charter’s fulfillment of its Match obligations under the Broadband Agreement.

4. **Term.** This Agreement shall commence on the Effective Date and expire 30 days from the date of final payment from the Grantor under the Broadband Agreement. No provision of this Contribution Agreement shall survive the termination of this Contribution Agreement unless expressly stated herein.
5. **Entire Agreement.** This Agreement, and any attachments hereto, embodies the entire understanding and agreement between the Contributor and Charter with respect to the subject matter hereof and supersedes all prior understandings, agreements, and communications, whether written or oral. All ordinances or parts of ordinances that are in conflict with or otherwise impose obligations different from the provisions of this Contribution Agreement are superseded by this Contribution Agreement.
6. **Compliance with federal, state, and tribal laws.** In its operations under this Contribution Agreement, the Contributor and Charter shall comply with all applicable tribal, state and federal laws.
7. **Notice.** Any notice required under this Contribution Agreement shall be provided via US Mail and Email to the following addresses:

CHARTER:

Charter Communications, Inc.
Attn: Government Affairs
4701 Commerce Crossings Dr.
Louisville, KY 40229

Charter Communications
RVP, Field Operations
4701 Commerce Crossings Dr.
Louisville, KY 40229

CONTRIBUTOR:

Lexington Fayette Urban County Government
Department of Information Technology
200 E. Main St.
Lexington, KY 40507

8. **Severability.** If any section, subsection, sentence, clause, phrase, or other portion of this Contribution Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

9. **Modification.** No provision of this Contribution Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the Contributor and Charter, which amendment shall be authorized on behalf of the Contributor, as required by applicable law, through the adoption of an appropriate resolution or order by the Contributor.

IN WITNESS WHEREOF, this Contribution Agreement has been executed by the duly authorized representatives of the parties as set forth below, as of the date set forth below:

For the Contributor: Lexington Fayette Urban County Government, KY

By: _____

Name: _____

Title: _____

Date: _____

FOR SPECTRUM MID-AMERICA, LLC BY: CHARTER COMMUNICATIONS, INC., ITS
MANAGER:

By: _____

Name: _____

Title: RVP, FIELD OPERATIONS

Date: _____

Exhibit B
Funding

Contributor shall be obligated to pay a total of \$10,000 per the Milestone Payment Schedule below.

MILESTONE PAYMENT SCHEDULE		
Milestone	Percentage (%)	Amount
Within fifteen (15) business days from the date of Written Notice by Charter of Activation of the Project Area	100%	\$10,000
Total Contributor Payment	100%	\$10,000

The term “Activation” as used herein is defined as the capability of an address to receive broadband service from the Resulting Network.

The Parties to the Contribution Agreement further agree to promptly meet and discuss in good faith appropriate modifications to this Exhibit A upon the request of either Party.

PAYMENT INSTRUCTIONS

To transfer funds:

Bank Address for ACH
US Bank
7th and Washington
St. Louis, MO 63101

Account Title: Charter Communications Operations LLC
Account Number: 152319781067
Routing Number: 081000210
SWIFT: USBKUS44STL

To send a check, mail to:

Attn: Sundry Billing, Grants
Charter Communications
12405 Powerscourt Drive
St. Louis, MO 63131



Lexington-Fayette Urban County Government

Request for Proposal

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #9-2022 Central Kentucky Counties Regional Broadband Infrastructure & Services** to be provided in accordance with terms, conditions and specifications established herein.

Online proposals will be received at <https://lexingtonky.ionwave.net/> until **2:00 PM**, prevailing local time, on **May 13, 2022**.

Proposals received after the date and time set for opening proposals will not be considered for award of a contract and will be returned unopened to the Proposer. It is the sole responsibility of the Proposer to assure that his/her proposal is received (uploaded to <https://lexingtonky.ionwave.net/>) by the Division of Central Purchasing before the date and time set for opening proposals.

Additional copies of this Request For Proposals are available from the Division of Central Purchasing, Room 338 Government Center, 200 East Main Street, Lexington, KY 40507, (859)-258-3320, at no charge.

Proposals, once submitted, may not be withdrawn for a period of sixty (60) calendar days.

The Proposer must upload one (1) electronic version in PDF format to <https://lexingtonky.ionwave.net/>.

The Lexington-Fayette Urban County Government reserves the right to reject any or all proposals, and to waive technicalities and informalities when such waiver is determined by the Lexington-Fayette Urban County Government to be in its best interest.

Signature of this proposal by the Proposer constitutes acceptance by the Proposer of terms, conditions and requirements set forth herein.

Minor exceptions may not eliminate the proposal. Any exceptions to the specifications established herein shall be listed in detail on a separate sheet and attached hereto. The Lexington-Fayette Urban County Government shall determine whether any exception is minor.

The Lexington-Fayette Urban County Government encourages the participation of minority- and women-owned businesses in Lexington-Fayette Urban County Government contracts. This proposal is subject to Affirmative Action requirements attached hereto.

Please do not contact any LFUCG staff member or any other person involved in the selection process other than the designated contact person(s) regarding the project contemplated under this RFP while this RFP is open and a selection has not been finalized. Any attempt to do so may result in disqualification of the firm's submittal for consideration.

Laws and Regulations

All applicable state laws, ordinances and resolutions (including but not limited to Section 2-33 (Discrimination due to sexual orientation or gender identity) and Chapter 13 (Licenses and Regulations) of the Lexington-Fayette Urban County Government Code of Ordinances, and Resolution No. 484-17 (Minority, Women, and Veteran-Owned Businesses)) and the regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.

Equal Employment Opportunity

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

Kentucky Equal Employment Opportunity Act

The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any "county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

"During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin;
- (2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin;
- (3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provision of the nondiscrimination clauses required by this section; and
- (4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses."

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

- (1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetables.
- (2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

KRS 45.620. Action against contractor -- Hiring of minority contractor or subcontractor

(1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.

(2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.

(3) The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.

KRS 45.630 Termination of existing employee not required, when

Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that employee was employed prior to the date of the contract.

KRS 45.640 Minimum skills

Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job."

It is recommended that all of the provisions above quoted be included as special conditions in each contract. In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his workforce in Kentucky is representative of the available workforce in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

LFUCG Non-Appropriation Clause

Contractor acknowledges that the LFUCG is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of the LFUCG's obligations under this contract, then this contract shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the LFUCG shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

In the event of a change in the LFUCG's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the LFUCG's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to the LFUCG upon written notice to Contractor of such limitation or change in the LFUCG's legal authority.

Contention Process

Vendors who respond to this invitation have the right to file a notice of contention associated with the RFP process or to file a notice of appeal of the recommendation made by the Director of Central Purchasing resulting from this invitation.

Notice of contention with the RFP process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his/her contention with the RFP process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Central Purchasing shall promptly respond in writing findings as to the compliance with RFP processes. If, based on this review, a RFP process irregularity is deemed to have occurred the Director of Central Purchasing will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a RFP recommendation must be filed within 3 business days of the RFP recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Central Purchasing shall in writing, affirm or withdraw the recommendation.

SELECTION CRITERIA:

See Scope of Work document for complete criteria list.

Proposals shall contain the appropriate information necessary to evaluate based on these criteria. A committee composed of government employees as well as representatives of relevant user groups will evaluate the proposals.

Questions shall be addressed to:

Todd Slatin, Director
Division of Central Purchasing
tslatin@lexingtonky.gov

Affirmative Action Plan

All vendors must submit as a part of the proposal package the following items to the Urban County Government:

1. Affirmative Action Plan for his/her firm;
2. Current Work Force Analysis Form;

Failure to submit these items as required may result in disqualification of the submitter from award of the contract. All submissions should be directed to:

Director, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor
Lexington, Kentucky 40507

All questions regarding this proposal must be directed to the Division of Central Purchasing, (859)-258-3320.

AFFIDAVIT

Comes the Affiant, _____, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is _____ and he/she is the individual submitting the proposal or is the authorized representative of _____, the entity submitting the proposal (hereinafter referred to as "Proposer").
2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Proposer has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.
6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

Continued on next page

7. Proposer acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

STATE OF _____

COUNTY OF _____

The foregoing instrument was subscribed, sworn to and acknowledged before me by _____ on this the _____ day of _____, 20__.

My Commission expires: _____

NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states:

The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability.

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.

Signature

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: _____

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators																	
Professionals																	
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical																	
Skilled Craft																	
Service/Maintenance																	
Total:																	

Prepared by: _____ Date: ____/____/____
(Name and Title) *Revised 2015-Dec-15*

**DIRECTOR, DIVISION OF CENTRAL PURCHASING
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
200 EAST MAIN STREET
LEXINGTON, KENTUCKY 40507**

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL
EMPLOYMENT OPPORTUNITIES AND DBE CONTRACT PARTICIPATION**

Notice of requirement for Affirmative Action to ensure Equal Employment Opportunities and Disadvantaged Business Enterprises (DBE) Contract participation. Disadvantaged Business Enterprises (DBE) consists of Minority-Owned Business Enterprises (MBE) and Woman-Owned Business Enterprises (WBE).

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this Contract be subcontracted to Disadvantaged Business Enterprises, which is made up of MBEs and WBEs. The goal for the utilization of Disadvantaged Business Enterprises as subcontractors is a recommended goal. Contractor(s) who fail to meet such goal will be expected to provide written explanations to the Director of the Division of Purchasing of efforts they have made to accomplish the recommended goal, and the extent to which they are successful in accomplishing the recommended goal will be a consideration in the procurement process. Depending on the funding source, other DBE goals may apply.

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

Sherita Miller, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor, Room 338
Lexington, Kentucky 40507
smiller@lexingtonky.gov

Lexington-Fayette Urban County Government
MWDBE PARTICIPATION GOALS

A. GENERAL

- 1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE), Disadvantaged (DBE) Business Enterprises and Veteran-Owned Businesses as subcontractors or suppliers in their bids.
- 2) Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned, Woman-Owned and Disadvantaged Businesses on this contract.
- 3) **It is therefore a request of each Bidder to include in its bid, the same goal (10%) for MWDBE participation and other requirements as outlined in this section.**
- 4) The LFUCG has also established a 3% of total procurement costs as a Goal for participation for of Veteran-Owned Businesses.
- 5) **It is therefore a request of each Bidder to include in its bid, the same goal (3%) for Veteran-Owned participation and other requirements as outlined in this section.**

B. PROCEDURES

- 1) The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned or Woman-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2) Replacement of a Minority-Owned or Woman-Owned subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE Substitution Form)
- 3) For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:
 - a) The Lexington-Fayette Urban County Government,
Division of Central Purchasing (859-258-3320)
- 4) The LFUCG will make every effort to notify interested MWDBE and Veteran-Owned subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

C. DEFINITIONS

- 1) A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned and operated by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.
- 2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned and operated by one or more Non-Minority Females.
- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned and operated by a person(s) that are economically and socially disadvantaged.
- 4) A Veteran-Owned Business is defined as a business which is certified as being at least 51% owned and operated by a veteran and/or a service disabled veteran.
- 5) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

- 1) **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MWDBE subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids written documentation of their Good Faith Efforts to do so.**
- 2) Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.
- 3) The Form of Proposal includes a section entitled "MWDBE Participation Form". The applicable information must be completed and submitted as outlined below.
- 4) **Failure to submit this information as requested may be cause for rejection of bid.**

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form." The form must be fully completed including names

and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.

- 2) Bidders not reaching the Goal must submit the “MWDBE Participation Form”, the “Quote Summary Form” and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE participation, bidder shall enter “None” on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:
 - a. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms to participate.
 - b. Included documentation of advertising in the above publications with the bidders good faith efforts package
 - c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event
 - d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities
 - e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms
 - f. Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).
 - g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms to work on this project. Those contacted and their responses should be a part of the bidder’s good faith efforts documentation.
 - h. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
 - i. Followed up initial solicitations by contacting MWDBEs to determine their level of interest.

j. Provided the interested MWDBE firm with adequate and timely information about the plans, specifications, and requirements of the contract.

k. Selected portions of the work to be performed by MWDBE firms in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE participation, even when the prime contractor may otherwise perform these work items with its own workforce

l. Negotiated in good faith with interested MWDBE firms not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

m. Included documentation of quotations received from interested MWDBE firms which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

n. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.

o. Made an effort to offer assistance to or refer interested MWDBE firms to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

p. Made efforts to expand the search for MWBE firms beyond the usual geographic boundaries.

q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE participation.

Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.



MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA
Minority Business Enterprise Liaison
Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
smiller@lexingtonky.gov
859-258-3323

OUR MISSION: The mission of the Minority Business Enterprise Program is to facilitate the full participation of minority and women owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long term economic viability of Lexington-Fayette Urban County Government.

To that end the city council adopted and implemented resolution 167-91—Disadvantaged Business Enterprise (DBE) 10% Goal Plan in July of 1991. The resolution states in part (a full copy is available in Central Purchasing):

“A Resolution supporting adoption of the administrative plan for a ten percent (10%) Minimum goal for disadvantaged business enterprise participation in Lexington-Fayette Urban County Government construction and professional services contracts; Providing that as part of their bids on LFUCG construction contracts, general Contractors shall make a good faith effort to award at least ten percent (10%) of All subcontracts to disadvantaged business enterprises; providing that divisions of LFUCG shall make a good faith effort to award at least ten percent of their Professional services and other contracts to disadvantaged business enterprises...”

A Disadvantaged Business Enterprise is defined as a business that has been certified as being at least 51% owned, operated and managed by a U.S. Citizen of the following groups:

- African-American
- Hispanic-American
- Asian/Pacific Islander
- Native American/Native Alaskan
- Non-Minority Female
- Economically and Socially Disadvantaged

In addition, to that end the city council also adopted and implemented resolution 167-91—Veteran-owned Businesses, 3% Goal Plan in July of 2015. The resolution states in part (a full copy is available in Central Purchasing):

“A resolution adopting a three percent (3%) minimum goal for certified veteran-owned small businesses and service disabled veteran-owned businesses for certain of those Lexington-Fayette Urban County contracts related to construction for professional services, and authorizing the Division of Purchasing to adopt and implement guidelines and/or policies consistent with the provisions and intent of this resolution by no later than July 1, 2015.”

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs in Economic Engine (<https://lexingtonky.ionwave.net>)

Business	Contact	Email Address	Phone
LFUCG	Sherita Miller	smiller@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	tyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Sonya Brown	sbrown@tsmsdc.com	502-625-0137
Small Business Development Council	Dee Dee Harbut UK SBDC	ddharbut@uky.edu	859-257-7668
	Shirley Mack	smack3@email.uky.edu	859-257-7666
Community Ventures Corporation	James Coles	jcoles@cycky.org	859-231-0054
KY Department of Transportation	Melvin Bynes	Melvin.bynes2@ky.gov	502-564-3601
	Shella Eagle	Shella.Eagle@ky.gov	502-564-3601
Ohio River Valley Women’s Business Council (WBENC)	Rea Waldon	rwaldon@gcul.org	513-487-6534
Kentucky MWBE Certification Program	Yvette Smith, Kentucky Finance Cabinet	Yvette.Smith@ky.gov	502-564-8099
National Women Business Owner’s Council (NWBOC)	Janet Harris-Lange	janet@nwbo.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozydeky@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhammad	paatricem@keynewsjournal.com	859-373-9428



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # _____

The MWDBE subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately.

MWDBE Company, Name, Address, Phone, Email	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.			
2.			
3.			
4.			

The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Company

Company Representative

Date

Title



LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # _____

The substituted MWDBE subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to Central Purchasing for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project.

SUBSTITUTED MWDBE Company Name, Address, Phone, Email	MWDBE Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1.					
2.					
3.					
4.					

The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Company

Company Representative

Date

Title



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # _____

The undersigned acknowledges that the minority subcontractors listed on this form did submit a quote to participate on this project.

Company Name	Contact Person
Address/Phone/Email	Bid Package / Bid Date

MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female	Veteran

(MBE designation / AA=African American / HA= Hispanic American/AS = Asian American/Pacific Islander/ NA= Native American)

The undersigned acknowledges that all information is accurate. Any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Company

Company Representative

Date

Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE vendors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Central Purchasing/ 200 East Main Street / Room 338 / Lexington, KY 40507.

Bid/RFP/Quote # _____

Total Contract Amount Awarded to Prime Contractor for this Project _____

Project Name/ Contract #	Work Period/ From: _____ To: _____
Company Name:	Address:
Federal Tax ID:	Contact Person:

Subcontractor Vendor ID (name, address, phone, email)	Description of Work	Total Subcontract Amount	% of Total Contract Awarded to Prime for this Project	Total Amount Paid for this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date

By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

Company

Company Representative

Date

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # _____

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE business enterprises on the project and can supply the appropriate documentation.

_____ Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms to participate.

_____ Included documentation of advertising in the above publications with the bidders good faith efforts package

_____ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

_____ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities

_____ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms

_____ Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).

_____ Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

_____ Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

- _____ Followed up initial solicitations by contacting MWDBEs to determine their level of interest.
- _____ Provided the interested MWDBE firm with adequate and timely information about the plans, specifications, and requirements of the contract.
- _____ Selected portions of the work to be performed by MWDBE firms in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE participation, even when the prime contractor may otherwise perform these work items with its own workforce
- _____ Negotiated in good faith with interested MWDBE firms not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- _____ Included documentation of quotations received from interested MWDBE firms which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
- _____ Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.
- _____ Made an effort to offer assistance to or refer interested MWDBE firms to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal
- _____ Made efforts to expand the search for MWDBE firms beyond the usual geographic boundaries.

_____ Other - any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE participation.

Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.

The undersigned acknowledges that all information is accurate. Any misrepresentations may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Company

Company Representative

Date

Title

GENERAL PROVISIONS

1. Each Respondent shall comply with all Federal, State & Local regulations concerning this type of service or good.

The Respondent agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, 29 U.S.C. 650 *et. seq.*, as amended, and KRS Chapter 338. The Respondent also agrees to notify the LFUCG in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Respondent agrees to indemnify, defend and hold the LFUCG harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.
3. Addenda: All addenda, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.
4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.
6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.
8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted

to bribe an officer or employee of the LFUCG.

9. Additional Information: While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,
10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.
12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

- (1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties
- (2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.

- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
 - (a) Failure to perform the contract according to its terms, conditions and specifications;
 - (b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;
 - (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
 - (d) Failure to diligently advance the work under a contract for construction services;
 - (e) The filing of a bankruptcy petition by or against the contractor; or
 - (f) Actions that endanger the health, safety or welfare of the LFUCG or its citizens.

B. At Will Termination

Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent, Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

- 13. Assignment of Contract: The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
- 14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
- 15. Authority to do Business: The Respondent must be a duly organized and

authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent.

16. **Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
17. **Ability to Meet Obligations:** Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.

20. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

Signature

Date

CERTIFICATION OF COMPLIANCE FOR AMERICAN RESCUE PLAN ACT EXPENDITURES

The Lexington-Fayette Urban County Government (“LFUCG”) may classify the subject matter of this bid as an expenditure under the American Rescue Plan Act of 2021. Expenditures under the American Rescue Plan Act of 2021 require evidence of the contractor’s compliance with Federal law. Therefore, by the signature below of an authorized company representative, you certify that the information below is understood, agreed, and correct. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

The bidder agrees and understands that in addition to all conditions stated within the attached bid documents, the following conditions will also apply to any Agreement entered between bidder and LFUCG, if LFUCG classifies the subject matter of this bid as an expenditure under the American Rescue Plan Act. The bidder further certifies that it can and will comply with these conditions, if this bid is accepted and an Agreement is executed:

1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.
2. Pursuant to 24 CFR 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. Either party may terminate this Agreement for good cause shown with forty-five (45) days written notice, which shall explain the party’s cause for the termination. If the parties do not reach a settlement before the end of the 45 days, then the Agreement shall terminate on the forty-fifth day.
3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - (1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive

consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. If fulfillment of the contract requires the contractor to employ mechanic's or laborers, the contractor further agrees that it can and will comply with the following:

- (1) Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.
- (2) Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

5. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

6. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

7. The contractor shall include these requirements in numerical paragraphs 5 and 6 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funding.

8. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

9. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

10. The contractor shall include these requirements in numerical paragraphs 8 and 9 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.

11. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

12. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency regional office.

13. The contractor shall include these requirements in numerical paragraphs 11 and 12 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.

14. The contractor shall include this language in any subcontract it executes to fulfill the terms of this bid: “the sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with ‘Limited English Proficiency’ in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.”

15. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such

disclosures are forwarded from tier to tier, up to the recipient. The required certification is included here:

- a. The undersigned certifies, to the best of his or her knowledge and belief, that:
 - (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature

Date

Firm Submitting Proposal: _____

Complete Address: _____
Street City Zip

Contact Name: _____ Title: _____

Telephone Number: _____ Fax Number: _____

Email address: _____

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

- (1) It is understood and agreed by the parties that Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- (2) CONTRACTOR shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by CONTRACTOR's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the CONTRACTOR; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) Notwithstanding, the foregoing, with respect to any professional services performed by CONTRACTOR hereunder (and to the fullest extent permitted by law), CONTRACTOR shall indemnify, save, hold harmless and defend LFUCG from and against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of CONTRACTOR in the performance of this agreement.
- (4) In the event LFUCG is alleged to be liable based upon the above, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.

- (5) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- (6) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONTRACTOR acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONTRACTOR in any manner.

FINANCIAL RESPONSIBILITY

CONTRACTOR understands and agrees that it shall, prior to final acceptance of its proposal and the commencement of any work or services, demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions.

INSURANCE REQUIREMENTS

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Required Insurance Coverage

CONTRACTOR shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to LFUCG in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work or services hereunder by CONTRACTOR. The cost of such insurance shall be included in any bid:

<u>Coverage</u>	<u>Limits</u>
General Liability million aggregate (Insurance Services Office Form CG 00 01) limit	\$1 million per occurrence, \$2 or \$2 million combined single
Commercial Automobile Liability per occurrence (Insurance Services Office Form CA 0001)	combined single, \$1 million
Worker's Compensation	Statutory

Employer's Liability	\$100,000.00
Excess Liability	\$5 million per occurrence

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky. LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- d. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

After insurance has been approved by LFUCG, evidence of renewal of an expiring policy must be submitted to LFUCG, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

Deductibles and Self-Insured Programs

IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE.

Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of CONTRACTOR's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If CONTRACTOR satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, CONTRACTOR agrees to provide Lexington-Fayette Urban County Government,

Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

- a. Latest audited financial statement, including auditor's notes.
- b. Any records of any self-insured trust fund plan or policy and related accounting statements.
- c. Actuarial funding reports or retained losses.
- d. Risk Management Manual or a description of the self-insurance and risk management program.
- e. A claim loss run summary for the previous five (5) years.
- f. Self-Insured Associations will be considered.

Safety and Loss Control

CONTRACTOR shall comply with all applicable federal, state, and local safety standards related to the performance of its works or services under this Agreement and take necessary action to protect the life, health and safety and property of all of its personnel on the job site, the public, and LFUCG.

Verification of Coverage

CONTRACTOR agrees to furnish LFUCG with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide LFUCG copies of all insurance policies, including all endorsements.

Right to Review, Audit and Inspect

Consultant understands and agrees that LFUCG may review, audit and inspect any and all of its records and operations to insure compliance with these Insurance Requirements.

DEFAULT

CONTRACTOR understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that LFUCG may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging CONTRACTOR for any such insurance premiums purchased, or suspending or terminating the work.

00410168



Lexington-Fayette Urban County Government
OFFICE OF THE MAYOR

Linda Gorton
Mayor

February 2, 2023

Meghan Sandfoss
Executive Director
Office of Broadband Development
100 Airport Road, Third Floor
Frankfort, Kentucky 40601

Dear Ms. Sandfoss,

We are pleased to support Charter Communication's d/b/a Spectrum application for Kentucky's Better Internet Program funds to ensure unserved and underserved rural Fayette County residents can have access to high-speed internet.

Rural Fayette County may be best known for horses, stone fences, and its wide expanse of rolling hills and farmland, but it is also home to an estimated 1,000 families who do not currently have access to reliable, high-speed internet. Without this access, children in these rural areas cannot reliably do schoolwork. Purchasing much needed goods and services, or running a business remains difficult for many families in these rural areas.

Charter Communication's plan leverages a regional approach to the important goal of internet access for the rural areas of the Bluegrass, and requires many partners, including the Lexington-Fayette Urban County Government and the Commonwealth of Kentucky, to be successful. With this in mind, the Lexington-Fayette Urban County Government is able, at this time, to contribute \$10,000 toward this project. Grant funds from the Commonwealth are a necessary component in this approach, and would go far to ensure rural Fayette County has access to reliable, high-speed internet.

Having access to reliable and high-speed internet is necessary to live in this 21st century world. Charter Communication's regional project outlined in its application would provide vital high-speed internet to nearly all unserved or underserved rural Fayette County families. For this reason, we are pleased to support Charter Communication's application for grant funds from Kentucky's Better Internet Program, and we ask for support from Team Kentucky as well.

Sincerely,

Linda Gorton
Mayor

FOLLOW MAYOR GORTON:

www.facebook.com/MayorGorton www.twitter.com/MayorGorton

RESOLUTION NO. _____-2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH CHARTER COMMUNICATIONS D/B/A SPECTRUM TO SUPPORT AN AWARD FROM KENTUCKY’S BETTER INTERNET GRANT PROGRAM WITH LOCAL MATCH FUNDS FOR THE PROVISION OF FIBER OPTIC BROADBAND INTERNET SERVICES TO HOUSEHOLDS IN FAYETTE COUNTY, TO EXECUTE ANY RELATED DOCUMENTS, AND FURTHER AUTHORIZING PAYMENT IN AN AMOUNT NOT TO EXCEED \$10,000.00.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to be and hereby is authorized and directed to execute the agreement, which is attached hereto and incorporated herein by reference, with Charter Communications D/B/A Spectrum to support an award with local match funds from Kentucky’s Better Internet Program, for the provision of fiber optic broadband internet services to households in Fayette County.

Section 2 – That the Mayor is hereby authorized and directed to execute any additional documents related to this project.

Section 3 – That an amount, not to exceed \$10,000.00, is hereby approved for payment to Charter Communications d/b/a Spectrum, from account # 1101-210101-0001-71208, pursuant to the terms of the agreement.

Section 4 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
1159-24:ANB:4867-0228-4025, v. 1

RESOLUTION NO. 616 -2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH CHARTER COMMUNICATIONS D/B/A SPECTRUM TO SUPPORT AN AWARD FROM KENTUCKY'S BETTER INTERNET GRANT PROGRAM WITH LOCAL MATCH FUNDS FOR THE PROVISION OF FIBER OPTIC BROADBAND INTERNET SERVICES TO HOUSEHOLDS IN FAYETTE COUNTY, TO EXECUTE ANY RELATED DOCUMENTS, AND FURTHER AUTHORIZING PAYMENT IN AN AMOUNT NOT TO EXCEED \$10,000.00.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to be and hereby is authorized and directed to execute the agreement, which is attached hereto and incorporated herein by reference, with Charter Communications D/B/A Spectrum to support an award with local match funds from Kentucky's Better Internet Program, for the provision of fiber optic broadband internet services to households in Fayette County.

Section 2 – That the Mayor is hereby authorized and directed to execute any additional documents related to this project.

Section 3 – That an amount, not to exceed \$10,000.00, is hereby approved for payment to Charter Communications d/b/a Spectrum, from account # 1101-210101-0001-71208, pursuant to the terms of the agreement.

Section 4 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: December 5, 2024

Linda Gorton

MAYOR

ATTEST:

[Signature]

CLERK OF URBAN COUNTY COUNCIL

1159-24:ANB:4867-0228-4025, v. 1

BROADBAND GRANT CONTRIBUTION AGREEMENT

This Broadband Grant Contribution Agreement (the “Contribution Agreement”) is entered into by and between Lexington Fayette Urban County Government (the “Contributor” or the “County”), Kentucky and Spectrum Mid-America, LLC, by its Manager, Charter Communications, Inc. (hereinafter referred to as “Charter”) on December 12, 2024 (“Effective Date”).

RECITALS

A. The Kentucky Office of Broadband Deployment, representing the State of Kentucky (the “State”), and Charter entered into a Broadband Grant Agreement (the “Broadband Agreement”) for the Fayette County Broadband Project, described in the Broadband Agreement, on October 4th, 2024. A copy of the Broadband Agreement is attached hereto as **Exhibit**

B.

B. The Broadband Agreement provides for Charter to receive grant funds (the “Grant Funds”) in exchange for, among other things, Charter’s contribution of matching funds (the “Match”). Charter agreed to the Match amount in contemplation of, among other things, the County’s pledge to contribute \$10,000 (the “Pledge”) for the purpose of offsetting Charter’s Match.

C. The Broadband Agreement acknowledges the Pledge as part of the Broadband Agreement’s Project Budget necessary for Charter to complete the Broadband Project described in the Grant Agreement.

D. Capitalized terms not defined in this Contribution Agreement are ascribed the meaning defined in the Broadband Agreement.

E. The Contributor asserts that it has the requisite funding and authority to enter into and meet its pledge under the Broadband Agreement and this Contribution Agreement.

NOW THEREFORE, in consideration of the above Recitals, which are hereby incorporated into the below Agreement, and in consideration of the mutual promises made herein, the receipt and sufficiency of which are hereby acknowledged, Charter and the County further agree as follows:

1. **Network Construction.** Charter shall fulfill its obligations outlined in the Broadband Agreement to build the Broadband Project, as desired by the Contributor.
2. **Pledged Contribution.** Contributor shall provide Charter with a one-time contribution of \$10,000 as part of the necessary funding for the Broadband Project; subject to the payment schedule in **Exhibit A**, and the terms and conditions of the Grant Agreement incorporated by reference herein.
3. The parties to this Contribution Agreement agree that the Pledge is material to Charter’s fulfillment of its Match obligations under the Broadband Agreement.
4. **Term.** This Agreement shall commence on the Effective Date and expire 30 days from the date of final payment from the Grantor under the Broadband Agreement. No provision of this

Contribution Agreement shall survive the termination of this Contribution Agreement unless expressly stated herein.

5. **Entire Agreement.** This Agreement, and any attachments hereto, embodies the entire understanding and agreement between the Contributor and Charter with respect to the subject matter hereof and supersedes all prior understandings, agreements, and communications, whether written or oral. All ordinances or parts of ordinances that are in conflict with or otherwise impose obligations different from the provisions of this Contribution Agreement are superseded by this Contribution Agreement.
6. **Compliance with federal, state, and tribal laws.** In its operations under this Contribution Agreement, the Contributor and Charter shall comply with all applicable tribal, state and federal laws.
7. **Notice.** Any notice required under this Contribution Agreement shall be provided via US Mail and Email to the following addresses:

CHARTER:

Charter Communications, Inc.
Attn: Government Affairs
4701 Commerce Crossings Dr.
Louisville, KY 40229

Charter Communications
RVP, Field Operations
4701 Commerce Crossings Dr.
Louisville, KY 40229

CONTRIBUTOR:

Lexington Fayette Urban County Government
Department of Information Technology
200 E. Main St.
Lexington, KY 40507

8. **Severability.** If any section, subsection, sentence, clause, phrase, or other portion of this Contribution Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.
9. **Modification.** No provision of this Contribution Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the Contributor and Charter, which amendment shall be authorized on behalf of the Contributor, as required by applicable law, through the adoption of an appropriate resolution or order by the Contributor.

IN WITNESS WHEREOF, this Contribution Agreement has been executed by the duly authorized representatives of the parties as set forth below, as of the date set forth below:

For the Contributor: Lexington Fayette Urban County Government, KY

By: 

Name: Linda Gorton

Title: Mayor

Date: 12/12/24

FOR SPECTRUM MID-AMERICA, LLC BY: CHARTER COMMUNICATIONS, INC., ITS MANAGER:

By: 

Name: Paul Woelke

Title: SVP, BUSINESS PLANNING

Date: 12/9/2024

**Exhibit B
Funding**

Contributor shall be obligated to pay a total of \$10,000 per the Milestone Payment Schedule below.

MILESTONE PAYMENT SCHEDULE		
Milestone	Percentage (%)	Amount
Within fifteen (15) business days from the date of Written Notice by Charter of Activation of the Project Area	100%	\$10,000
Total Contributor Payment	100%	\$10,000

The term "Activation" as used herein is defined as the capability of an address to receive broadband service from the Resulting Network.

The Parties to the Contribution Agreement further agree to promptly meet and discuss in good faith appropriate modifications to this Exhibit A upon the request of either Party.

PAYMENT INSTRUCTIONS

To transfer funds:

Bank Address for ACH
US Bank
7th and Washington
St. Louis, MO 63101

Account Title: Charter Communications Operations LLC
Account Number: 152319781067
Routing Number: 081000210
SWIFT: USBKUS44STL

To send a check, mail to:

Attn: Sundry Billing, Grants
Charter Communications
12405 Powerscourt Drive
St. Louis, MO 63131



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 1168-24

File ID: 1168-24

Type: Resolution

Status: Approved

Version: 1

Contract #: 153-2024

In Control: Urban County
Council

File Created: 11/13/2024

File Name: Change Order #1 Pebble Creek Stabilization

Final Action: 12/05/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 1 (final) to the Agreement with Delmae LLC, for services related to the Pebble Creek Bank Stabilization Project, for the Div. of Water Quality, increasing the Contract by the sum of \$40,856.25, from \$83,300.00 to \$124,156.25. [Div. of Water Quality, Martin]

Notes: Stamped and filed in the CCO. Returned to WQ 12/10/2024. MS

Sponsors:

Enactment Date: 12/05/2024

Attachments: Bluesheet Memo - Pebble Creek CO #1, Contract Modification, Map, Change Order Contract, RESO 1168-24- Change Order #1 (final) to the Pebble Creek Bank Stabilization Project agreement 4918-1123-4562 v.1.docx, R-617-2024, Contract #153-2024-Change Order

Enactment Number: R-617-2024

Deed #:

Hearing Date:

Drafter: Christina King

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	12/03/2024	Approved and Referred to Docket	Urban County Council	12/03/2024		Pass
1	Urban County Council	12/03/2024	Received First Reading	Urban County Council	12/05/2024		
1	Urban County Council	12/05/2024	Approved				Pass

Text of Legislative File 1168-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 1 (final) to the Agreement with Delmae LLC, for services related to the Pebble Creek Bank Stabilization Project, for the Div. of Water Quality, increasing the Contract by the sum of \$40,856.25, from \$83,300.00 to \$124,156.25.

[Div. of Water Quality, Martin]

Summary

Authorization to approve Change Order #1 (final) to the Pebble Creek Bank Stabilization Project Agreement with Del Mae, LLC, increasing the Contract price by \$40,856.25 from \$83,300.00 to \$124,156.25. Related to additional work required to complete the project.

Funds are Budgeted. (L1167-24) (Martin/Albright)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: Yes Evan P. Thompson 11/13/2024

Risk Management: No

Fully Budgeted [select]: Yes

Account Number: 4052-303204-3334-92211

This Fiscal Year Impact: \$40,856.25

Annual Impact: \$

Project: STORMREHAB

Activity: CONSTRUCT_CAP

Budget Reference: 2025

Current Balance: \$933,930



TO: Mayor Linda Gorton
Urban County Council

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

DATE: November 4, 2024

SUBJECT: Pebble Creek Bank Stabilization Project- Contract No. 153-2023
Change Order #1 (Final)

Request

The Purpose of this request is the approval of Change Order#1 (Final) to the Pebble Creek Bank Stabilization Project Agreement with Del Mae, LLC. The original bid was for \$83,300.00 and this will increase the contract price by the sum of \$40,856.25 from \$83,000.00 to \$124,156.25.

Purpose of Request

This final change order reflects both additional work required to complete the project and bid items that were unnecessary. As a tier 3 change order (greater than the original 10% contract award) as defined by CAO Policy 15, the division is requesting approval by the Urban County Council.

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

The cost for this FY is: \$40,856.25

The cost for future FY is: N/A

Are Funds Budgeted

Funds are budgeted in 4052 303204 3334 92211 Bud Ref 2025 STORMREHAB CONSTRUCT_CAP

cc: Todd Slatin, Director, Division of Procurement





DelMae LLC
204 Jackson Fariston Road
London, Kentucky 40744

Phone: 606-682-2916

October 1, 2024

Lexington Fayette Urban County Government
200 E Main Street
Lexington, Kentucky 40507
Attn: Phoebe Belew

Re: Pebble Creek Bank Stabilization
Completion Certification

Please prepare a contract modification for the increasing the length of the Pebble Creek Bank Stabilization by approximately 55 feet to the west and 85 feet to the east.

The additional length of the bank stabilization will result in an increase of base bid quantities for the following line items:

Line Item	Description	QTY Base Bid	QTY after Modification	Unit	Unit Price	Base Bid Total	Modification Total
8	Embankment	50	55	CY	\$ 160.00	\$ 8,000.00	\$ 8,800.00
9	TRM Lining	350	723	SY	\$ 100.00	\$ 35,000.00	\$ 72,300.00
10	Class II Channel Lining	30	42	TN	\$ 250.00	\$ 7,500.00	\$ 10,500.00
11	Seeding and Protection	1,200	0	SY	\$ 4.00	\$ 4,800.00	\$ 0.00
12	Sod	0	675	SY	\$ 6.75	\$ 0.00	\$ 4,556.25
	TOTAL					\$ 55,300.00	\$ 96,156.25

The adjustments to these line items will increase the total contract amount by \$ 40,856.25, modifying the total contract from \$ 83,300.00 to \$ 124,156.25.

If you need any additional information please advise.

Thanks,

DELMAE LLC

Shanika Woods
Owner



JUSTIFICATION FOR CHANGE

PROJECT:

Pebble Creek Bank Stabilization Project

TO:

Del Mae, LLC 204 Jackson Fariston Road London, KY 40744

CHANGE ORDER:

1 (Final)

1. Necessity for change: to reflect the actual installed amounts as well as the underruns and overruns from the existing bid per the attached.
2. Is proposed change an alternate bid? ___Yes XNo
3. Will proposed change alter the physical size of the project? ___Yes XNo
If "Yes", explain.
4. Effect of this change on other prime contractors: N/A
5. Has consent of surety been obtained? ___Yes XNot Necessary
6. Will this change affect expiration or extent of insurance coverage? ___Yes XNo
If "Yes", will the policies be extended? ___Yes ___No
7. Effect on operation and maintenance costs: N/A
8. Effect on contract completion date: N/A

Mayor_____
Date

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER NO. 1 (FINAL) TO THE AGREEMENT WITH DELMAE LLC, FOR SERVICES RELATED TO THE PEBBLE CREEK BANK STABILIZATION PROJECT, FOR THE DIVISION OF WATER QUALITY, INCREASING THE CONTRACT BY THE SUM OF \$40,856.25, FROM \$83,300.00 TO \$124,156.25.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute Change Order No. 1, which is attached hereto and incorporated herein by reference, to the Agreement with DelMae LLC, for services related to the Pebble Creek Bank Stabilization Project, for the Division of Water Quality, increasing the contract price by the sum of \$40,856.25, from \$83,300.00 to \$124,156.25.

Section 2 – That an amount, not to exceed the sum of \$40,856.25, be and hereby is approved for payment to DelMae LLC, from account # 4052-303204-3334-92211, pursuant to the terms of the Change Order.

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

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

1168-24:EPT_4918-1123-4562, v. 1

RESOLUTION NO. 617 - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER NO. 1 (FINAL) TO THE AGREEMENT WITH DELMAE LLC, FOR SERVICES RELATED TO THE PEBBLE CREEK BANK STABILIZATION PROJECT, FOR THE DIVISION OF WATER QUALITY, INCREASING THE CONTRACT BY THE SUM OF \$40,856.25, FROM \$83,300.00 TO \$124,156.25.


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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute Change Order No. 1, which is attached hereto and incorporated herein by reference, to the Agreement with DelMae LLC, for services related to the Pebble Creek Bank Stabilization Project, for the Division of Water Quality, increasing the contract price by the sum of \$40,856.25, from \$83,300.00 to \$124,156.25.

Section 2 – That an amount, not to exceed the sum of \$40,856.25, be and hereby is approved for payment to DelMae LLC, from account # 4052-303204-3334-92211, pursuant to the terms of the Change Order.

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

PASSED URBAN COUNTY COUNCIL: December 5, 2024




MAYOR

ATTEST:


CLERK OF URBAN COUNTY COUNCIL

1168-24:EPT_4918-1123-4562, v. 1

[illegible]

Page 2 of 2		
JUSTIFICATION FOR CHANGE	PROJECT:	Pebble Creek Bank Stabilization Project
	TO:	Del Mae, LLC 204 Jackson Fariston Road London, KY 40744
	CHANGE ORDER:	1 (Final)
<p>1. Necessity for change: to reflect the actual installed amounts as well as the underruns and overruns from the existing bid per the attached.</p> <p>2. Is proposed change an alternate bid? ___ Yes <input checked="" type="checkbox"/> No</p> <p>3. Will proposed change alter the physical size of the project? ___ Yes <input checked="" type="checkbox"/> No If "Yes", explain.</p> <p>4. Effect of this change on other prime contractors: N/A</p> <p>5. Has consent of surety been obtained? ___ Yes <input checked="" type="checkbox"/> Not Necessary</p> <p>6. Will this change affect expiration or extent of insurance coverage? ___ Yes <input checked="" type="checkbox"/> No If "Yes", will the policies be extended? ___ Yes ___ No</p> <p>7. Effect on operation and maintenance costs: N/A</p> <p>8. Effect on contract completion date: N/A</p> <div><div></div><div>Mayor</div><div> 12/10/2024</div><div>Date</div></div>		



DelMae LLC
204 Jackson Fariston Road
London, Kentucky 40744

Phone: 606-682-2916

October 1, 2024

Lexington Fayette Urban County Government
200 E Main Street
Lexington, Kentucky 40507
Attn: Phoebe Belew

Re: Pebble Creek Bank Stabilization
Completion Certification

Please prepare a contract modification for the increasing the length of the Pebble Creek Bank Stabilization by approximately 55 feet to the west and 85 feet to the east.

The additional length of the bank stabilization will result in an increase of base bid quantities for the following line items:

Line Item	Description	QTY Base Bid	QTY after Modification	Unit	Unit Price	Base Bid Total	Modification Total
8	Embankment	50	55	CY	\$ 160.00	\$ 8,000.00	\$ 8,800.00
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10	Class II Channel Lining	30	42	TN	\$ 250.00	\$ 7,500.00	\$ 10,500.00
11	Seeding and Protection	1,200	0	SY	\$ 4.00	\$ 4,800.00	\$ 0.00
12	Sod	0	675	SY	\$ 6.75	\$ 0.00	\$ 4,556.25
	TOTAL					\$ 55,300.00	\$ 96,156.25

The adjustments to these line items will increase the total contract amount by \$ 40,856.25, modifying the total contract from \$ 83,300.00 to \$ 124,156.25.

If you need any additional information please advise.

Thanks,

DELMAE LLC

Samantha Woods
Owner





Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 1169-24

File ID: 1169-24

Type: Resolution

Status: Approved

Version: 1

Contract #:

In Control: Urban County
Council

File Created: 11/13/2024

File Name: Second Renewal of Hazen and Sawyer Management
Services

Final Action: 12/05/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute the second renewal of the Contract with Hazen and Sawyer, P.S.C., for Sanitary Sewer Remedial Measures Program Management Consulting Services, for the Div. of Water Quality, at a cost not to exceed \$900,000. [Div. of Water Quality, Martin]

Notes:

Sponsors:

Enactment Date: 12/05/2024

Attachments: Blue Sheet Memo, Hourly Rates, RESO 1169-24
Second Renewal of Hazen and Sawyer Management
Services 4913-8182-6560 v.1.docx, R-618-2024

Enactment Number: R-618-2024

Deed #:

Hearing Date:

Drafter: Christina King

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	12/03/2024	Approved and Referred to Docket	Urban County Council	12/03/2024		Pass
1	Urban County Council	12/03/2024	Received First Reading	Urban County Council	12/05/2024		
1	Urban County Council	12/05/2024	Approved				Pass

Text of Legislative File 1169-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute the second renewal of the Contract with Hazen and Sawyer, P.S.C., for Sanitary Sewer Remedial Measures Program Management Consulting Services, for the Div. of Water Quality, at a cost not to exceed \$900,000. [Div. of Water Quality, Martin]

Summary

Authorization to approve the second annual renewal of the Contract awarded in FY23 to Hazen and Sawyer for the program management services needed to implement the Consent Decree Remedial Measures Plan. At a cost not to exceed \$900,000.00. Funds are Budgeted. (L1169-24) (Martin/Albright)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: Yes Evan P. Thompson 11/13/24

Risk Management: No

Fully Budgeted [select]: Yes

Account Number: 4003-303401-3425-71205

This Fiscal Year Impact: \$900,000.00

Annual Impact: \$

Project: REMEDIAL


Activity: CONSENT_DE

Budget Reference: 2025

Current Balance: \$900,000.00



TO: Mayor Linda Gorton
Urban County Council

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

DATE: November 6, 2024

SUBJECT: Second Renewal of Contract #291-2022 for the
Sanitary Sewer Remedial Measures Plan Program Management Consulting Services
(Consent Decree)

Request

The purpose of this memorandum is to recommend Council approval of the second renewal to the contract awarded in FY23 to Hazen and Sawyer (Hazen) for the program management services needed to implement the Consent Decree Remedial Measures Plan. Award of contract #291-2022 was for 365 days as measured from the Mayor's signature date on the resolution (November 17, 2022), and provided for up to four (4) annual renewals if approved by the Urban County Council. This recommendation represents annual renewal request number two to utilize FY25 funds budgeted for this work.

Purpose of Request

Since 2008, the Division of Water Quality (DWQ) has been implementing the terms and conditions of the Consent Decree, including implementation of the Remedial Measures Plan (RMP). The RMP is an estimated \$590 M capital improvement plan intended to abate Recurring Sanitary Sewer Overflows (SSOs) as required by the Consent Decree.

RMP implementation has been executed using a Program Management contract services format. The history of that format is as follows:

- Competitive advertisement of a Request for Proposals (RFP) led to Resolution #394-2010 awarding the original RMP Program Management services contract to Hazen.



- A revised RFP was advertised and led to Resolution #449-2019 awarding a revised RMP Program Management services contract to Hazen. The terms of this new contract required annual renewal requests along with the clear identification of Hazen staff who could bill for work under the contract terms.
- Expiration of the contract approved by Resolution #449-2019 led to advertisement of RFP 56-2022. Hazen was the lone responder to that RFP, and thus was awarded the current RMP Program Management services contract via Resolution #628-2022.
- First renewal of the contract approved by Resolution #072-2024 per RFP56-2022.

Project Cost in FY25

A \$900,000 allocation for this work was approved in the FY25 budget. The cost for future fiscal years is estimated at \$900,000 annually through full implementation of the RMP.

Funds are Budgeted

The funds are budgeted in: 4003-303401-3425-71205 REMEDIAL CONSENT_DE 2025 LFUCG

Martin / Albright



Attachement A
Hazen and Sawyer

Hazen and Sawyer - Employee	Original Rate per Hour 2022- 11-01	CPI 2023	CPI 2024	Amount of increase to the current rate	Revised Rate as of 10/1/2024	
Jason Advani	\$195.00	8.3%	4.9%	\$25.74	\$220.74	
Mike Asalon	\$165.00	8.3%	4.9%	\$21.78	\$186.78	
Odus Baker	\$130.00	8.3%	4.9%	\$17.16	\$147.16	
Rhonda Baker	\$95.00	8.3%	4.9%	\$12.54	\$107.54	
Savannah Beyerle	\$125.00	8.3%	4.9%	\$16.50	\$141.50	
Seth Bradley	\$180.00	8.3%	4.9%	\$23.76	\$203.76	
Tyler Bridges	\$165.00	8.3%	4.9%	\$21.78	\$186.78	
Brett Bueltel	\$195.00	8.3%	4.9%	\$25.74	\$220.74	
Bo Copeland	\$220.00	8.3%	4.9%	\$29.04	\$249.04	
Jim Dierig	\$75.00	8.3%	4.9%	\$9.90	\$84.90	
Worth Ellis	\$180.00	8.3%	4.9%	\$23.76	\$203.76	
Evan Fields	\$125.00	8.3%	4.9%	\$16.50	\$141.50	
Sean FitzGerald	\$255.00	8.3%	4.9%	\$33.66	\$288.66	
Paula Glasford	\$150.00	8.3%	4.9%	\$19.80	\$169.80	
Kim Hanson	\$195.00	8.3%	4.9%	\$25.74	\$220.74	
Haly Hennigan	\$125.00	8.3%	4.9%	\$16.50	\$141.50	
Daniel Honeycutt	\$125.00	8.3%	4.9%	\$16.50	\$141.50	
Ross Horvath	\$240.00	8.3%	4.9%	\$31.68	\$271.68	
Will Leadbitter	\$225.00	8.3%	4.9%	\$29.70	\$254.70	Remove
Patrick Moore	\$195.00	8.3%	4.9%	\$25.74	\$220.74	
Thomas Nolan	\$125.00	8.3%	4.9%	\$16.50	\$141.50	
Marissa O'Connell (previously Golgosky)	\$125.00	8.3%	4.9%	\$16.50	\$141.50	
Sean O'Rourke	\$195.00	8.3%	4.9%	\$25.74	\$220.74	
Jon Schubarth	\$240.00	8.3%	4.9%	\$31.68	\$271.68	
Parker Seuss	\$165.00	8.3%	4.9%	\$21.78	\$186.78	
Joel Steimle	\$125.00	8.3%	4.9%	\$16.50	\$141.50	
Nathan Stewart	\$150.00	8.3%	4.9%	\$19.80	\$169.80	
Richard VanDyke	\$195.00	8.3%	4.9%	\$25.74	\$220.74	
Rob Williams	\$240.00	8.3%	4.9%	\$31.68	\$271.68	
Kevin Young	\$75.00	8.3%	4.9%	\$9.90	\$84.90	
Kurt Zehnder	\$205.00	8.3%	4.9%	\$27.06	\$232.06	
Hazen Intern (Technician)	\$70.00	8.3%	4.9%	\$9.24	\$79.24	
Jennifer Lakers					\$107.54	New Add
Kyle Ficker					\$220.74	New Add
Marleene Conrado Rojas					\$141.50	New Add
CDI				\$0.00		
Brian Bewley	\$175.00	8.3%	4.9%	\$23.10	\$198.10	
Tammy Green	\$95.00	8.3%	4.9%	\$12.54	\$107.54	
Steven Grice	\$122.00	8.3%	4.9%	\$16.10	\$138.10	
Dennis Kononov	\$95.00	8.3%	4.9%	\$12.54	\$107.54	
Missy Legel	\$95.00	8.3%	4.9%	\$12.54	\$0.00	Remove
Zack Kline	\$187.00	8.3%	4.9%	\$24.68	\$0.00	Remove
2-Person Survey Crew	\$160.00	8.3%	4.9%	\$21.12	\$181.12	
Thrid Rock						
Molly Foree	\$250.00	8.3%	4.9%	\$33.00	\$283.00	
William McClellan Hall	\$125.00	8.3%	4.9%	\$16.50	\$141.50	
Rain Storm	\$100.00	8.3%	4.9%	\$13.20	\$113.20	
Lisa Ann Stratton	\$75.00	8.3%	4.9%	\$9.90	\$84.90	
UES (Formerly Geotechnology)						
Michelle Casto	\$152.00	8.3%	4.9%	\$20.06	\$172.06	
Lee Czor	\$195.00	8.3%	4.9%	\$25.74	\$220.74	
Andrew Dingle	\$115.00	8.3%	4.9%	\$15.18	\$130.18	
Claire Koczak	\$87.00	8.3%	4.9%	\$11.48	\$98.48	
Josh Weaver	\$87.00	8.3%	4.9%	\$11.48	\$98.48	
Jackson Group						
Jeremy Jackson	\$125.00	8.3%	4.9%	\$16.50	\$141.50	

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE THE SECOND RENEWAL OF THE CONTRACT WITH HAZEN AND SAWYER, P.S.C., FOR SANITARY SEWER REMEDIAL MEASURES PROGRAM MANAGEMENT CONSULTING SERVICES, FOR THE DIVISION OF WATER QUALITY, AT A COST NOT TO EXCEED \$900,000.00.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Second Renewal of the Contract with Hazen and Sawyer, P.S.C., which is attached hereto and incorporated herein by reference, for Sanitary Sewer Remedial Measures Program Management Consulting Services, for the Division of Water Quality.

Section 2 – That an amount, not to exceed \$900,000.00, be and hereby is approved for payment to Hazen and Sawyer, P.S.C., from account # 4003-303401-3425-71205, pursuant to the terms of the Second Renewal of the Contract.

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

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

1169-24:EPT_4913-8182-6560, v. 1

RESOLUTION NO. 618 - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE THE SECOND RENEWAL OF THE CONTRACT WITH HAZEN AND SAWYER, P.S.C., FOR SANITARY SEWER REMEDIAL MEASURES PROGRAM MANAGEMENT CONSULTING SERVICES, FOR THE DIVISION OF WATER QUALITY, AT A COST NOT TO EXCEED \$900,000.00.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Second Renewal of the Contract with Hazen and Sawyer, P.S.C., which is attached hereto and incorporated herein by reference, for Sanitary Sewer Remedial Measures Program Management Consulting Services, for the Division of Water Quality.

Section 2 – That an amount, not to exceed \$900,000.00, be and hereby is approved for payment to Hazen and Sawyer, P.S.C., from account # 4003-303401-3425-71205, pursuant to the terms of the Second Renewal of the Contract.

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

PASSED URBAN COUNTY COUNCIL: December 5, 2024



MAYOR

ATTEST:



CLERK OF URBAN COUNTY COUNCIL

1169-24:EPT_4913-8182-6560, v. 1



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 1170-24

File ID: 1170-24

Type: Resolution

Status: Approved

Version: 1

Contract #: 001-2018

In Control: Urban County
Council

File Created: 11/14/2024

File Name: Change Order Bluegrass Greensource, Inc.

Final Action: 12/05/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 1 to the Stormwater Quality Projects Incentive Grant Agreement with Bluegrass Greensource, Inc., canceling a Stormwater Quality Project, decreasing the Contract by the sum of \$202,202.60, from \$202,202.60 to \$0.00. [Div. of Water Quality, Martin]

Notes: change order filed in the CCO 1/22/2025

Sponsors:

Enactment Date: 12/05/2024

Attachments: Blue Sheet Memo, Change Order contract, FY2018
Bluegrass Greensource - Council Map, RESO
1170-24 Change Order Bluegrass Greensource, Inc.
4911-0008-9856 v.1.docx, R-619-2024, Contract
#001-2018

Enactment Number: R-619-2024

Deed #:

Hearing Date:

Drafter: Christina King

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	12/03/2024	Approved and Referred to Docket	Urban County Council	12/03/2024		Pass
1	Urban County Council	12/03/2024	Received First Reading	Urban County Council	12/05/2024		
1	Urban County Council	12/05/2024	Approved				Pass

Text of Legislative File 1170-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 1 to the Stormwater Quality Projects Incentive Grant Agreement with Bluegrass Greensource, Inc., canceling a Stormwater Quality Project,

decreasing the Contract by the sum of \$202,202.60, from \$202,202.60 to \$0.00. [Div. of Water Quality, Martin]

Summary

Authorization to approve Change Order #1 to cancel the FY18 Stormwater Quality Projects Incentive Grant Agreement with Bluegrass Greensource, Inc. for an award in the amount of \$202,202.60. The amount to be returned to the Budget for future Grant awards. (L1170-24) (Martin/Albright)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: Yes Evan P. Thompson 11/13/2024

Risk Management: No

Fully Budgeted [select]: Yes

Account Number: 4052-303204-3373-78112

This Fiscal Year Impact: \$

Annual Impact: \$

Project: WQINCENTIVE_18

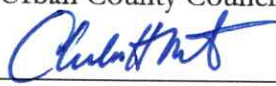
Activity: WQ_GRANT

Budget Reference:

Current Balance:



TO: Mayor Linda Gorton
Urban County Council

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

DATE: November 6, 2024

SUBJECT: Change Order Request for FY18 Stormwater Quality Projects Incentive Grants

Request

The purpose of this memorandum is to request a Change Order for an FY18 Stormwater Quality Projects Incentive Grant that was canceled by Bluegrass Greensource, Inc., for the amount totaling \$202,202.60.

Purpose of Request

Change order request to restore savings to the Stormwater Quality Projects Incentive Grant Program for the attached list of FY18 projects that were canceled and return the savings to the budget for future grant awards.

Project Cost in FY25 and in Future Budget Years

The amount of \$202,202.60 will be returned to fund 4052 as FY25 available budget for the pool of FY25 grant awardees.

Are Funds Budgeted

Funds were budgeted as follows:

Accounting

4052 – 303204 – 3373 – 78112 – WQINCENTIVE_18 – WQ_GRANT

Albright/Martin



LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CONTRACT CHANGE ORDER
Page 1 of 2

Date:	October 8, 2024
Project:	Bluegrass Greensource, Inc. - FY18 Class B Infrastructure Stormwater Quality Project Incentive Grant
Location:	
Contract No.	001-2018
Original Contract Amt.	\$202,202.60
Cumulative Amount of Previous Change Orders	\$0.00
Percent Change - Previous Change Orders	
Total Contract Amount Prior to this Change Order	\$202,202.60
Change Order No.	1

To (Contractor):
Bluegreass Greensource, Inc.
835 National Avenue
Lexington, KY 40502

You are hereby requested to comply with the following changes from the contract plans and specification;

Current Change Order

Item No.	Description of changes-quantities, unit prices, change in completion date, etc.	Decrease in contract price	Increase in contract price
1	The Stormwater Quality Project Incentive Grant was canceled by the Grantee	\$202,202.60	
2			
3			
4			
5			
6			
	Total decrease	\$202,202.60	
	Total increase		
	Net Amount of this Change Order		\$0.00
	New Contract Amount Including this Change Order	(\$202,202.60)	
	Percent Change - This Change Order	\$0.00	
	Percent Change - All Change Orders		-100.00%
The time provided for the completion in the contract and all provisions of the contract will apply hereto.			-100.00%
This Change Order shall have a zero (0) calendar day time extension.			
Recommended by:	<i>[Signature]</i>	(Project Manager)	Date <i>11/4/24</i>
Reviewed / Accepted by:		(Consultant)	Date
Accepted by:	<i>[Signature]</i>	(Contractor)	Date <i>10/29/24</i>
Approved by:	<i>[Signature]</i>	(Director)	Date <i>11-13-24</i>
Approved by: N/A (Less than 5%)	<i>Nancy Albright</i>	(Commissioner)	Date <i>11/7/24</i>
Approved by: N/A (Less than 5%)		(Mayor or CAO)	Date

JUSTIFICATION FOR CHANGE

PROJECT: Bluegrass Greensource, Inc. - FY18 Class B Infrastructure Stormwater Quality Project Incentive Grant

CONTRACT NO. 001-2018

CHANGE ORDER #: 1

1. The Stormwater Quality Project Incentive Grant was canceled by the Grantee
2. Is proposed change an alternate bid? ___Yes ___No
3. Will proposed change alter the physical size of the project? ___Yes ___No
If "Yes", explain.
4. Effect of this change on other prime contractors:
5. Has consent of surety been obtained? ___Yes ___Not Necessary
6. Will this change affect expiration or extent of insurance coverage? ___Yes ___No
If "Yes", will the policies be extended? ___Yes ___No
7. Effect on operation and maintenance costs:
8. Effect on contract completion date:

Mayor

Date _____

Stormwater Quality Projects Incentive Grant Program



RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER NO. 1 TO THE STORMWATER QUALITY PROJECTS INCENTIVE GRANT AGREEMENT WITH BLUEGRASS GREENSOURCE, INC., CANCELING A STORMWATER QUALITY PROJECT, DECREASING THE CONTRACT BY THE SUM OF \$202,202.60, FROM \$202,202.60 TO \$0.00.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute Change Order No. 1, which is attached hereto and incorporated herein by reference, to the Stormwater Quality Projects Incentive Grant Agreement with Bluegrass Greensource, Inc., canceling a stormwater quality project, decreasing the contract price by the sum of \$202,202.60, from \$202,202.60 to \$0.00.

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

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

1170-24:EPT:4911-0008-9856, v. 1

RESOLUTION NO. 619 - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER NO. 1 TO THE STORMWATER QUALITY PROJECTS INCENTIVE GRANT AGREEMENT WITH BLUEGRASS GREENSOURCE, INC., CANCELING A STORMWATER QUALITY PROJECT, DECREASING THE CONTRACT BY THE SUM OF \$202,202.60, FROM \$202,202.60 TO \$0.00.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute Change Order No. 1, which is attached hereto and incorporated herein by reference, to the Stormwater Quality Projects Incentive Grant Agreement with Bluegrass Greensource, Inc., canceling a stormwater quality project, decreasing the contract price by the sum of \$202,202.60, from \$202,202.60 to \$0.00.

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

PASSED URBAN COUNTY COUNCIL: December 5, 2024



MAYOR

ATTEST:



CLERK OF URBAN COUNTY COUNCIL

1170-24:EPT:4911-0008-9856, v. 1

Page 2 of 2


JUSTIFICATION FOR CHANGE

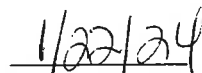
PROJECT: Bluegrass Greensource, Inc. - FY18 Class B Infrastructure
Stormwater Quality Project Incentive Grant

CONTRACT NO. 001-2018

CHANGE ORDER #: 1

1. The Stormwater Quality Project Incentive Grant was canceled by the Grantee
2. Is proposed change an alternate bid? ___Yes ___No
3. Will proposed change alter the physical size of the project? ___Yes ___No
If "Yes", explain.
4. Effect of this change on other prime contractors:
5. Has consent of surety been obtained? ___Yes ___Not Necessary
6. Will this change affect expiration or extent of insurance coverage? ___Yes ___No
If "Yes", will the policies be extended? ___Yes ___No
7. Effect on operation and maintenance costs:
8. Effect on contract completion date:


Mayor


Date



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 1171-24

File ID: 1171-24

Type: Resolution

Status: Approved

Version: 1

Contract #:

In Control: Urban County
Council

File Created: 11/14/2024

File Name: 3050 Helmsdale Place Sanitary Sewer Transfer

Final Action: 12/05/2024

Title: A Resolution accepting the dedication of private sanitary sewer easements, located across 3050 Helmsdale Place, to the public, and further accepting \$15,000 from the property owner for anticipated future repairs associated with the sewer lines dedicated herein. [Div. of Water Quality, Martin]

Notes:

Sponsors:

Enactment Date: 12/05/2024

Attachments: Blue Sheet Memo_0001, Helmsdale Sewer, RESO
1171-24 3050 Helmsdale Place Sanitary Sewer
Transfer 4907-0975-4624 v.1.docx, R-620-2024

Enactment Number: R-620-2024

Deed #:

Hearing Date:

Drafter: Christina King

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	12/03/2024	Approved and Referred to Docket	Urban County Council	12/03/2024		Pass
1	Urban County Council	12/03/2024	Received First Reading	Urban County Council	12/05/2024		
1	Urban County Council	12/05/2024	Approved				Pass

Text of Legislative File 1171-24

Title

A Resolution accepting the dedication of private sanitary sewer easements, located across 3050 Helmsdale Place, to the public, and further accepting \$15,000 from the property owner for anticipated future repairs associated with the sewer lines dedicated herein. [Div. of Water Quality, Martin]

Summary

Authorization to approve an Agreement with a private developer to dedicate currently private

sanitary sewers, located at 3050 Helmsdale Place, to the public. The developer provided \$15,000 for anticipated future repairs associated with the sewer line transfer. (L1171-24) (Martin/Albright)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: Yes Evan P. Thompson 11/14/24

Risk Management: No

Fully Budgeted [select]: N/A

Account Number: 4002-303406-3453-46510, revenue

This Fiscal Year Impact: \$15,000 revenue

Annual Impact: \$

Project:


Activity:

Budget Reference:

Current Balance:



TO: Mayor Linda Gorton
Urban County Council

FROM: 
Gregory S. Lubeck, P.E., Deputy Director
Division of Water Quality

Date: November 8, 2024

Subject: Acceptance of Agreement for Sewer Transfer and Improvement Payment

Request

The purpose of this memorandum is to Request Approval of the dedication of private Sanitary Sewers across the property located at 3050 Helmsdale Place to the public and the acceptance of a payment of \$15,000 to make future repairs to the sewer.

Purpose of Request

For the transfer of a private sewer located at 3050 Helmsdale Place (2819 and 2833 Liberty Road) to become public. The developer provided a \$15,000 payment for anticipated future repairs associated with the sewer line transfer. The sewer repairs do not require immediate attention.

Project Cost in FY25 and in Future Budget Years

Revenue generating agreement.

Are Funds Budgeted

N/A

Director/Commisioner

Martin/Albright



2819 & 2833
Liberty Rd

Sewer to be dedicated to LFUCG

3050 Helmsdale Pl.



RESOLUTION NO. _____ - 2024

A RESOLUTION ACCEPTING THE DEDICATION OF PRIVATE SANITARY SEWER EASEMENTS, LOCATED ACROSS 3050 HELMSDALE PLACE, TO THE PUBLIC, AND FURTHER ACCEPTING \$15,000.00 FROM THE PROPERTY OWNER FOR ANTICIPATED FUTURE REPAIRS ASSOCIATED WITH THE SEWER LINES DEDICATED HEREIN.

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

Section 1 – That the private sanitary sewer easements, located across 3050 Helmsdale Place, as depicted in the relevant plat recorded in the records of the Fayette County Clerk, be and hereby are accepted and dedicated to the public.

Section 2 – That the payment of \$15,000.00 be and hereby is accepted from the property owner, or its agent, for anticipated future repairs associated with the sewer lines dedicated herein.

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

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

1171-24:EPT:4907-0975-4624, v. 1

RESOLUTION NO. 620 - 2024

A RESOLUTION ACCEPTING THE DEDICATION OF PRIVATE SANITARY SEWER EASEMENTS, LOCATED ACROSS 3050 HELMSDALE PLACE, TO THE PUBLIC, AND FURTHER ACCEPTING \$15,000.00 FROM THE PROPERTY OWNER FOR ANTICIPATED FUTURE REPAIRS ASSOCIATED WITH THE SEWER LINES DEDICATED HEREIN.

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

Section 1 – That the private sanitary sewer easements, located across 3050 Helmsdale Place, as depicted in the relevant plat recorded in the records of the Fayette County Clerk, be and hereby are accepted and dedicated to the public.

Section 2 – That the payment of \$15,000.00 be and hereby is accepted from the property owner, or its agent, for anticipated future repairs associated with the sewer lines dedicated herein.

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

PASSED URBAN COUNTY COUNCIL: December 5, 2024


 MAYOR

ATTEST:


 CLERK OF URBAN COUNTY COUNCIL
 1171-24:EPT:4907-0975-4624, v. 1



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 1179-24

File ID: 1179-24

Type: Resolution

Status: Approved

Version: 1

Contract #:

In Control: Urban County
Council

File Created: 11/15/2024

File Name: Town Branch WWTP Huber Wash Press
Replacement

Final Action: 12/05/2024

Title: A Resolution authorizing the Div. of Water Quality, on behalf of the Urban County Government, to purchase a Huber Technology replacement wash press for the Town Branch Waste Water Treatment Plant, from Pelton Environmental Products, Inc., a sole source provider, at a cost estimated not to exceed \$68,013. [Div. of Water Quality, Martin]

Notes:

Sponsors:

Enactment Date: 12/05/2024

Attachments: Blue Sheet Memo, Quote, Sole Source, RESO
1179-24 Town Branch WWTP Huber Wash Press
Replacement 4923-1355-5200 v.1.docx, R-621-2024

Enactment Number: R-621-2024

Deed #:

Hearing Date:

Drafter: Christina King

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	12/03/2024	Approved and Referred to Docket	Urban County Council	12/03/2024		Pass
1	Urban County Council	12/03/2024	Received First Reading	Urban County Council	12/05/2024		
1	Urban County Council	12/05/2024	Approved				Pass

Text of Legislative File 1179-24

Title

A Resolution authorizing the Div. of Water Quality, on behalf of the Urban County Government, to purchase a Huber Technology replacement wash press for the Town Branch Waste Water Treatment Plant, from Pelton Environmental Products, Inc., a sole source provider, at a cost estimated not to exceed \$68,013. [Div. of Water Quality, Martin]

Summary

Authorization to approve the purchase of a Huber Technology replacement wash press for

the Headworks Fine Screen #3 located at Town Branch WWTP at a cost of \$68,013. Pelton Environmental Products is the Sole Source for Huber Specialty Parts. Funds are Budgeted.
(L1179-24) (Martin/Albright)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: Evan P. Thompson 11/7/2024

Risk Management: No

Fully Budgeted [select]: Yes

Account Number: 4002-303402-0001-91017

This Fiscal Year Impact: \$68,013.00

Annual Impact: \$

Project:


Activity:

Budget Reference:

Current Balance: \$1,431,741.36



To: Mayor Linda Gorton
Urban County Council

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

Date: November 5, 2024

Subject: Huber Equipment # 286229 Rotamat Wash & Press

Request

This memorandum requests approval to purchase a Huber Technology replacement wash press for the Headworks Fine Screen #3 at the Town Branch WWTP. Pelton Environmental Products is the exclusive representative for Huber specialty parts.

Purpose of Request

The purpose of this request is to purchase a new Huber wash press. The existing wash press has become worn down due to age and service, replacement of this equipment is needed.

Replace/Repair Cost in FY25

Pelton Environmental Products has provided a quote for \$68,013 for a new Huber wash press.

Are Fund Budgeted

Funds are budgeted in: 4002 303402 001 91017

Albright/Martin





Date: 10/21/2024
Quote # C3956-C3923-
10.21.24-4107

Customer:

McKinney, Jamison
Lexington WWTP, Town Branch
(859) 425-2255
jmckinney@lexingtonky.gov

Quote is valid for 30 days

Quote by: Trowbridge, Tyler
Customer PO #
PEP PO#
Fed Id:
Tax Exemption:

Qty	Part No.	Description	Unit Price	Total Price
1.00	Rotamat Wash & Press WAP Size:2	Huber Equipment # 286229 Rotamat Wash & Press WAP Size:2 5000x1026	68,013.00	68,013.00

Special Notes and Instructions

Freight: Included
Freight Estimate: \$0
Total : \$68,013.00

3% service fee applied to all credit card payments.

Bill To:

Ship To:

301 Jimmie Campbell
Drive, Lexington, KY,
40504

Ship VIA:

Ship Date:

8638 Cotter Street
Lewis Center, Ohio 43035
Ph: (440) 838-1221, Fax (440) 838-1217
www.peltonenv.com

TERMS AND CONDITIONS PURCHASE ORDER

1. The Purchase Order consists of this Agreement and any Exhibits attached hereto. These documents represent the entire and integrated agreement between the parties hereto and supersede all prior negotiations, representations or agreements, either written or oral. Any provision in any invoice, acknowledgement or other writing furnished by the Buyer subsequent to the execution of this Agreement that conflicts with any provision of this Agreement shall be null and void and of no force or effect. This Agreement may not be supplemented, amended or modified other than by a writing executed by an authorized officer of the Buyer and Pelton Environmental Products, Inc. (PEP).
2. All claims, disputes and other matters in question arising out of, or relating to, this Purchase Order or the breach thereof, shall be decided by arbitration.
3. This item 2 shall not be deemed a limitation on any rights or remedies, which PEP may have under any Federal or State mechanics' lien laws or under any applicable material payment bonds unless such rights or remedies are expressly waived by PEP.
4. The scope of supply shall be limited to only those items specifically detailed in the proposal or exhibits.
5. PEP shall endeavor to furnish material per the original manufacturers projected delivery times. PEP shall not be responsible for manufacturer delivery times that exceed projected time or dates.
6. If submittals are required by PEP, submittals are 4-6 weeks from approved PO. Resubmittals will be 3-4 weeks from receipt of returned submittal.
7. If O&Ms are required, availability will be 4-6 weeks after submittal approval or equipment release date if submittals are not required.
8. This Purchase Order may not be sublet or assigned, in whole or in part (voluntarily or by operation of law), by the Buyer without the prior written consent of PEP.
9. PEP shall take reasonable safety precautions with respect to on site delivery of materials and shall comply with safety measures indicated by the Buyer and with all applicable laws, ordinances, rules, regulations and orders for the safety of persons or property. Without limiting the generality of the foregoing, PEP shall be responsible for insuring that all on site deliveries are performed in accordance with the regulations of the Occupational Safety and Health Administration and other government agencies with responsibility for health and safety. The Supplier shall report to the Buyer within three (3) days any injury to an employee or agent of the Supplier that occurs at the Project site. Buyer shall make supplier aware of any damaged or misplaced items within 24 hours of delivery to site.
10. If hazardous substances of a type of which an employer is required by law to notify its employees are being delivered to the Project site by PEP, or his agent, PEP or anyone directly or indirectly employed by them, shall, prior to harmful exposure of any employees on the Project site to such substance, give written notice of the chemical composition thereof. In order to comply with OSHA regulations and sufficient sets of MSDS reports
 - a. shall be furnished to the Buyer prior to delivery and in sufficient detail and time to permit compliance with such laws by the Buyer. Without limiting the generality of the foregoing, PEP shall furnish the Buyer with a Hazardous Materials Plan including Material Safety Data Sheets with respect to all such hazardous substances and take all precautions necessary to insure that containers of such substances are properly labeled.
11. Payment terms are 100% net 30 days upon delivery.
12. No start-up, training or installation assistance is provided unless specifically mentioned elsewhere in the documents.
13. Prices shown do not include any applicable taxes or fees.
14. Prices are valid for 30 days beyond proposal date.
15. Freight terms are prepay and add unless specifically mentioned elsewhere.
16. PEP adheres to affirmative action to comply with all current equal employment regulations, laws and executive orders of the Federal, State, and Local Governmental bodies which have made it unlawful to discriminate with respect to equal employment opportunity because of race, color, creed, sex, age, handicap, Vietnam Veteran status, or national origin, in accordance with, but not limited to PEP "Notice of EEO Policy" available upon request. This Company adheres to the State EEO Covenant Appendices A & B of the Governor's Executive Order of 1972.
17. Pricing information contained here is a trade secret of Pelton Environmental Products. Pursuant to your state's public records law (including Ohio Revised Code § 149.43(A) (1) (v), Indiana Code § 5-14-3-4(a) (4), Kentucky Revised Statutes § 61.878(1) (c) (1)), these trade secrets shall not be disclosed for public inspection or in response to a public records request. You agree to notify Pelton of any request for public disclosure and provide Pelton sufficient opportunity to protect its information.
18. Place orders to Pelton Environmental Products, Inc. 8638 Cotter St., Lewis Center, OH 43035.



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 Brad Pennington Division/Dept Water Quality-Town Branch

Phone (859) 425-2421 Email Address bpennington@lexingtonky.gov

Type of Purchase: ☒ Goods/Materials/Equipment ☐ Services

Cost: \$68,013 including freight

Sole Source Request for the Purchase of: Huber rotomat wash press unit for Fine Screen #3

☐ 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 Pelton Environmental Products

Contact Name Tyler Trowbridge

Address 8394 Settlers Passage, Brecksville, OH 44141

Phone (502) 356-8080 Email ttrowbridge@peltonenv.com



JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

STATEMENT OF NEED: (Add additional pages as needed)

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.

Pelton Environmental Products provides parts/field services for Huber Technology equipment used by at Town Branch WWTP. They are the regional distributors for Huber Technology.

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

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

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

☐ Uniqueness of the service. Describe.

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

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

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

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

Pelton Environmental Products is the local representative for Huber Technology. All aftermarket parts and services are purchased through PEP.



JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

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

Pelton Environmental Products are our regional supplier for services and the distributor for Huber Technology.

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.)

Pricing is set for the Huber regional distributor.

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

Cost savings come from reduced machine failures and downtime.

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING THE DIVISION OF WATER QUALITY, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO PURCHASE A HUBER TECHNOLOGY REPLACEMENT WASH PRESS FOR THE TOWN BRANCH WASTE WATER TREATMENT PLANT, FROM PELTON ENVIRONMENTAL PRODUCTS, INC., A SOLE SOURCE PROVIDER, AT A COST ESTIMATED NOT TO EXCEED \$68,013.00.

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

Section 1 – That the Division of Water Quality, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to purchase a Huber Technology replacement wash press for the Town Branch Waste Water Treatment Plant, from Pelton Environmental Products, Inc., a sole source provider.

Section 2 – That an amount, not to exceed the sum of \$68,013.00, be and hereby is approved for payment to Pelton Environmental Products, Inc., from account # 4002-303402-0001-91017, pursuant to the terms of the purchase requisition.

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

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

1179-24:EPT:4923-1355-5200, v. 1

RESOLUTION NO. 621 - 2024

A RESOLUTION AUTHORIZING THE DIVISION OF WATER QUALITY, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO PURCHASE A HUBER TECHNOLOGY REPLACEMENT WASH PRESS FOR THE TOWN BRANCH WASTE WATER TREATMENT PLANT, FROM PELTON ENVIRONMENTAL PRODUCTS, INC., A SOLE SOURCE PROVIDER, AT A COST ESTIMATED NOT TO EXCEED \$68,013.00.

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

Section 1 – That the Division of Water Quality, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to purchase a Huber Technology replacement wash press for the Town Branch Waste Water Treatment Plant, from Pelton Environmental Products, Inc., a sole source provider.

Section 2 – That an amount, not to exceed the sum of \$68,013.00, be and hereby is approved for payment to Pelton Environmental Products, Inc., from account # 4002-303402-0001-91017, pursuant to the terms of the purchase requisition.

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

PASSED URBAN COUNTY COUNCIL: December 5, 2024

Linda Gorton

MAYOR

ATTEST:

[Signature]

CLERK OF URBAN COUNTY COUNCIL

1179-24:EPT:4923-1355-5200, v. 1



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 1180-24

File ID: 1180-24

Type: Resolution

Status: Approved

Version: 1

Contract #:

In Control: Urban County
Council

File Created: 11/18/2024

File Name: Naming of William Floyd Park

Final Action: 12/05/2024

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to officially name and designate the recently acquired park property located at 2490 Paris Pike as the "William Floyd Park." [Div. of Parks and Recreation, Conrad]

Notes:

Sponsors:

Enactment Date: 12/05/2024

Attachments: Naming of William Floyd Park Memo Signed, Estate of Morris B Floyd - 2490 Paris Pike (4), RESO 1180-24 Naming William Floyd Park 4857-8270-7710 v.1.docx, R-622-2024

Enactment Number: R-622-2024

Deed #:

Hearing Date:

Drafter: Roger Daman

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	12/03/2024	Approved and Referred to Docket	Urban County Council	12/03/2024		Pass
1	Urban County Council	12/03/2024	Received First Reading	Urban County Council	12/05/2024		
1	Urban County Council	12/05/2024	Approved				Pass

Text of Legislative File 1180-24

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to officially name and designate the recently acquired park property located at 2490 Paris Pike as the "William Floyd Park." [Div. of Parks and Recreation, Conrad]

Summary

Authorization to officially name and designate recently acquired park property at 2490 Paris Pike as "William Floyd Park". No Budgetary impact. (L1180-24) (Conrad/Ford)

Budgetary Implications: N/A

Advance Document Review:

Law: No

Risk Management: No

Fully Budgeted [select]: NA

Account Number:

This Fiscal Year Impact: \$

Annual Impact: \$

Project:

Activity:

Budget Reference:

Current Balance:



MEMORANDUM

TO: Linda Gorton, Mayor
Sally Hamilton, CAO
Urban County Council Members

FROM: 
Monica Conrad, Director
Parks and Recreation

RE: Naming of William Floyd Park

DATE: November 18, 2024

Request:

Request Council authorization to officially name and designate recently acquired park property at 2490 Paris Pike as "*William Floyd Park*".

Purpose:

LFUCG was gifted 30 acres in November, 2022, as authorized by Resolution No. 201-2023, for the expansion of recreational amenities in our parks system. The property is located just inside the Urban Service Area. Currently, there is no public park located outside of I-75, between Paris Pike and Bryan Station Rd. The Parks Master Plan shows the property in a residential growth area; in a Park Priority Improvement Area; and in one of the least-served Composite Service Areas.

The Last Will and Testament of Morris B. Floyd stipulates that the property "be used as a 'Park' in honor of my parents, and to be named the 'William Floyd Park'. Pursuant to CAO Policy #49 – Naming Policy for Park Lands, Features and Facilities, we recommend "*William Floyd Park*" for this purpose.

Budget Implication:

None

File Number: 1180-24

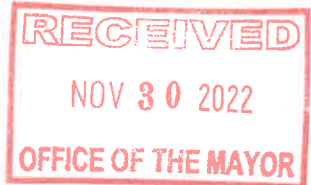
Director/Commissioner: Monica Conrad/Chris Ford



Estate of Morris B. Floyd

David L. Bohannon, Executor
218 West Main Street
Richmond, KY 40475
(859) 358-0085
mfloydestate@gmail.com

DEC 01 2022



Mayor Linda Gorton
Lexington-Fayette Urban
County Government
200 East Main Street
Lexington, KY 40507

In Re: Gift to the City by the late Morris B. Floyd

Dear Mayor Gorton,

I am the duly appointed Executor of the Estate of Morris B. Floyd. Morry passed away on November 12th of this year.

In his Last Will and Testament Morry devised a portion of Fairway Farm, a thoroughbred operation located at 2490 Paris Pike, to the City, conditioned on its use by the City in perpetuity as a park. The exact terms of this devise are as follows:

"I give, devise and bequeath that portion of Fairway Farm located at 2490 Paris Pike, Lexington, Kentucky, adjoining the Lexington Country Club, consisting of approximately thirty (30) acres to **THE CITY OF LEXINGTON, KENTUCKY**, to be used as a "Park" in honor of my parents, and to be named the "William Floyd Park". If The City of Lexington, Kentucky, chooses not to accept this gift or ever discontinues the use of said property as a "Park", then I direct that said property be sold and the sale proceeds given to the **UNIVERSITY OF KENTUCKY** to establish scholarships for needy students in the name of Mr. and Mrs. William Floyd."

It will be necessary to obtain a binding legal decision from the City either accepting or rejecting this gift on the terms stated. An early consideration of this matter will allow a prompt disposition of the property in aid of settlement of the estate.

It would be appreciated if you would put me in touch with the appropriate official with whom to discuss this bequest. I look forward to hearing from you or your representative.

Sincerely,

A handwritten signature in blue ink, appearing to read 'D. Bohannon', with a long horizontal flourish extending to the right.

David L. Bohannon, Executor

RESOLUTION NO. ____ - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO OFFICIALLY NAME AND DESIGNATE THE RECENTLY ACQUIRED PARK PROPERTY LOCATED AT 2490 PARIS PIKE AS THE “WILLIAM FLOYD PARK.”

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to name and designate the recently acquired park property located at 2490 Paris Pike as the “William Floyd Park.”

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
1180-24:GET: 4857-8270-7710, v. 1

RESOLUTION NO. 622 - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO OFFICIALLY NAME AND DESIGNATE THE RECENTLY ACQUIRED PARK PROPERTY LOCATED AT 2490 PARIS PIKE AS THE "WILLIAM FLOYD PARK."

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to name and designate the recently acquired park property located at 2490 Paris Pike as the "William Floyd Park."

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

PASSED URBAN COUNTY COUNCIL: December 5, 2024



MAYOR

ATTEST:



CLERK OF URBAN COUNTY COUNCIL

1180-24:GET: 4857-8270-7710, v. 1



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 1187-24

File ID: 1187-24

Type: Resolution

Status: Approved

Version: 1

Contract #: 351-2024

In Control: Urban County
Council

File Created: 11/19/2024

File Name: General Term Orders (CY2025) Fayette County
Sheriff

Final Action: 12/05/2024

Title:

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute the 2025 General Term Orders for the Fayette County Sheriff, establishing the number of deputies and assistants allowed to the sheriff and their respective compensation, subject to the limits for each category as specified in the general term orders and the requirements established by law. [Dept. of Finance, Hensley]

Notes: Signed and filed in the CCO. Returned to Robin adams via IOM 12/10/2024. MS

Sponsors:

Enactment Date: 12/05/2024

Attachments: Memo CY2025 GTO Fayette Co Sheriff, CY2025
GTO Fayette Co Sheriff, RESO 1187-24 General
Term Orders (CY2025) Fayette County Sheriff
4931-9409-6384 v.1.docx, R-623-2024, Contract
#351-2024

Enactment Number: R-623-2024

Deed #:

Hearing Date:

Drafter: Robin Adams

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	12/03/2024	Approved and Referred to Docket	Urban County Council	12/03/2024		Pass
1	Urban County Council	12/03/2024	Received First Reading	Urban County Council	12/05/2024		
1	Urban County Council	12/05/2024	Approved				Pass

Text of Legislative File 1187-24

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute the 2025 General Term Orders for the Fayette County Sheriff, establishing the number of

deputies and assistants allowed to the sheriff and their respective compensation, subject to the limits for each category as specified in the general term orders and the requirements established by law. [Dept. of Finance, Hensley]

Summary

Authorization to execute the 2025 General Term Orders for the Fayette County Sheriff, establishing the number of deputies allowed and their respective compensations, subject to the limits for each category as specified in the General Term Orders and the requirements established by law. No Budgetary impact. (L1187-24) (Hensley)

Budgetary Implications: N/A

Advance Document Review:

Law: Yes, Completed by Evan Thompson, November 19, 2024

Risk Management: N/A

Fully Budgeted: N/A

Account Number: N/A

This Fiscal Year Impact: N/A

Annual Impact: N/A

Project:

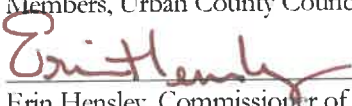
Activity:

Budget Reference:

Current Balance:



TO: Mayor Linda Gorton
Members, Urban County Council

FROM: 
Erin Hensley, Commissioner of Finance

DATE: November 19, 2024

SUBJECT: General Term Orders – 2025 Fayette County Sheriff

Request

Authorization to execute the 2025 General Term Orders for the Fayette County Sheriff.

Why are you requesting?

Department needs this action completed because this action is required for expenditures of this office to be processed by the Department of Local Government, including establishing the number of deputies allowed and their respective compensations. The following table summarizes the revised budget outlined in the GTO.

	2025 GTO – Sheriff
Receipts	\$15,150,000.00
Surplus	\$150,000.00
Total Funds Available	\$15,300,000.00
Personnel	\$12,750,000.00
Operating	\$1,950,000.00
Equipment	\$600,000.00
Discretionary Funds	\$0.00
Total Expenditures	\$15,300,000.00

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

The cost for this FY is: N/A



The cost for future FY is: \$N/A

Are the funds budgeted?

The funds are budgeted: N/A

Account number: N/A

File Number: 1187-24

Commissioner: Erin Hensley



GENERAL TERM ORDER

County of FAYETTE Date 11/15/2024

Order Authorizing Expenditures

Office of SHERIFF Calendar Year 2025

Comes KATHY H. WITT, in person and writing filed, in accordance with KRS 64.345, requesting the authorization of expenditures for his/her office for the calendar year 2025.

Whereas, the receipts, to the 75% account, of the office of the SHERIFF for the calendar year 2023_were \$13,500,500 and for the calendar year 2024_were \$ 15,000,000 and, whereas, I estimate the receipts for the calendar year 2025 to be \$15,150,000

Estimated Receipts Calendar Year 2025 \$ 15,150,000

Surplus or (Deficit) December 31, 2024 \$ 150,000

Estimated Funds Available Calendar Year 2025 \$ 15,300,000

It is hereby moved that the SHERIFF be allowed to expend the total sum of \$15,300,000 for the operation of the office during the calendar year 2025.

It is hereby further requested that this total sum of \$ 15,300,000 be allocated as follows:

Salaries and Employer's Share of F.I.C.A	
Retirement & Insurance	<u>\$12,750,000</u>
Regular Office Expenses	<u>\$1,950,000</u>
Equipment	<u>\$600,000</u>
Total	<u>\$15,300,000</u>

The SHERIFF further requests, that with the amount of \$12,750,000

requested for salaries, F.I.C.A., Retirement and Insurance that he/she be allowed to employ 100 deputies with the understanding that all deputies will serve at the pleasure of

the said SHERIFF with the SHERIFF having full power of substitution from time to time as he/she may see fit.

Respectfully submitted,

APPROVED AND ORDERED BY:

Linda Gorton, Mayor

Kathy H. Witt
Kathy H. Witt Sheriff

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE THE 2025 GENERAL TERM ORDERS FOR THE FAYETTE COUNTY SHERIFF, ESTABLISHING THE NUMBER OF DEPUTIES AND ASSISTANTS ALLOWED TO THE SHERIFF AND THEIR RESPECTIVE COMPENSATION, SUBJECT TO THE LIMITS FOR EACH CATEGORY AS SPECIFIED IN THE GENERAL TERM ORDERS AND THE REQUIREMENTS ESTABLISHED BY LAW.

WHEREAS, KRS 64.350(1) provides that in counties having a population of seventy thousand (70,000) or more, the salaries of the county clerks and sheriffs and of their deputies and all necessary office expenses, including the equipping, furnishing, maintaining, and operation of the offices, shall be paid out of the State Treasury in amounts not to exceed seventy-five percent (75%) of the fees collected by the officers respectively; and

WHEREAS, KRS 64.345(2) and (5) provide that the amount allowed for the necessary office expenses of the County Clerk and Sheriff, respectively, and the number of deputies and assistants allowed to each officer and the compensation allowed to each deputy and assistant, subject to the limits established in KRS 64.350(1), shall be approved by the legislative body and signed by the executive authority in counties containing an urban-county form of government; and

WHEREAS, the Fayette County Sheriff ("the Sheriff") has presented to this Council orders (the "General Term Orders") which would authorize these expenditures and set the number of deputies and assistants, subject to the limits for each category as specified in the General Term Orders, for calendar year 2025.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute the 2025 General Term Orders for the Sheriff, which are attached hereto and incorporated herein by reference, to establish the number of deputies and assistants allowed to the Sheriff and the compensation allowed to each deputy and assistant, subject to the limits for each category as specified in the General Term Orders and the requirements of KRS 64.350(1).

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
1187-24:EPT:4931-9409-6384, v. 1

RESOLUTION NO. 623 - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE THE 2025 GENERAL TERM ORDERS FOR THE FAYETTE COUNTY SHERIFF, ESTABLISHING THE NUMBER OF DEPUTIES AND ASSISTANTS ALLOWED TO THE SHERIFF AND THEIR RESPECTIVE COMPENSATION, SUBJECT TO THE LIMITS FOR EACH CATEGORY AS SPECIFIED IN THE GENERAL TERM ORDERS AND THE REQUIREMENTS ESTABLISHED BY LAW.

WHEREAS, KRS 64.350(1) provides that in counties having a population of seventy thousand (70,000) or more, the salaries of the county clerks and sheriffs and of their deputies and all necessary office expenses, including the equipping, furnishing, maintaining, and operation of the offices, shall be paid out of the State Treasury in amounts not to exceed seventy-five percent (75%) of the fees collected by the officers respectively; and

WHEREAS, KRS 64.345(2) and (5) provide that the amount allowed for the necessary office expenses of the County Clerk and Sheriff, respectively, and the number of deputies and assistants allowed to each officer and the compensation allowed to each deputy and assistant, subject to the limits established in KRS 64.350(1), shall be approved by the legislative body and signed by the executive authority in counties containing an urban-county form of government; and

WHEREAS, the Fayette County Sheriff ("the Sheriff") has presented to this Council orders (the "General Term Orders") which would authorize these expenditures and set the number of deputies and assistants, subject to the limits for each category as specified in the General Term Orders, for calendar year 2025.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute the 2025 General Term Orders for the Sheriff, which are attached hereto and incorporated herein by reference, to establish the number of deputies and assistants allowed to the Sheriff and the compensation allowed to each deputy and assistant, subject to the limits for each category as specified in the General Term Orders and the requirements of KRS 64.350(1).

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

PASSED URBAN COUNTY COUNCIL: December 5, 2024

Linda Gorton

MAYOR

ATTEST:

[Signature]

CLERK OF URBAN COUNTY COUNCIL

1187-24:EPT:4931-9409-6384, v. 1

GENERAL TERM ORDER

1187-2.373
R-623-2024
Contract #351-2024

County of FAYETTE Date 11/15/2024
Order Authorizing Expenditures
Office of SHERIFF Calendar Year 2025

Comes KATHY H. WITT, in person and writing filed, in accordance with KRS 64.345, requesting the authorization of expenditures for his/her office for the calendar year 2025.

Whereas, the receipts, to the 75% account, of the office of the SHERIFF for the calendar year 2023 were \$13,500,500 and for the calendar year 2024 were \$ 15,000,000 and, whereas, I estimate the receipts for the calendar year 2025 to be \$15,150,000

Estimated Receipts Calendar Year 2025	<u>\$ 15,150,000</u>
Surplus or (Deficit) December 31, 2024	<u>\$ 150,000</u>
Estimated Funds Available Calendar Year 2025	<u>\$ 15,300,000</u>

It is hereby moved that the SHERIFF be allowed to expend the total sum of \$15,300,000 for the operation of the office during the calendar year 2025.

It is hereby further requested that this total sum of \$ 15,300,000 be allocated as follows:

Salaries and Employer's Share of F.I.C.A	
Retirement & Insurance	<u>\$12,750,000</u>
Regular Office Expenses	<u>\$1,950,000</u>
Equipment	<u>\$600,000</u>
Total	<u>\$15,300,000</u>

The SHERIFF further requests, that with the amount of \$12,750,000

requested for salaries, F.I.C.A., Retirement and Insurance that he/she be allowed to employ 100 deputies with the understanding that all deputies will serve at the pleasure of the said SHERIFF with the SHERIFF having full power of substitution from time to time as he/she may see fit.

Respectfully submitted,

APPROVED AND ORDERED BY:

Linda Gorton
Linda Gorton, Mayor

Kathy H. Witt
Kathy H. Witt, Sheriff



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 1191-24

File ID: 1191-24

Type: Resolution

Status: Approved

Version: 2

Contract #: 353-2024

In Control: Urban County
Council

File Created: 11/20/2024

Final Action: 12/05/2024

File Name: Request Council authorization to execute an agreement with the Kentucky Transportation Cabinet to accept federal funds in the amount of \$1,200,000 for the design of Phase III of the Newtown Pike Extension Project. The acceptance obligates the Urban County

Title: A Resolution authorizing and directing the Mayor, on behalf of the Lexington-Fayette Urban County Government, to execute an Agreement with the Ky. Transportation Cabinet (KYTC) for the acceptance of Federal funds, which Grant funds are in the amount of \$1,200,000 for the design of Phase III of the Newtown Pike Extension Project, the acceptance of which obligates the Urban County Government to the expenditure of \$300,000 as a local match, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Engineering, Burton]

Notes: Signed and filed in the CCO. Returned to Celia Moore 12/10/2024. MS

Sponsors:

Enactment Date: 12/05/2024

Attachments: 25- Blue Sheet Memo Newtown Pike Ext III, MOA - Newtown Pike Ext. Phase III - Unsigned, BA 13403, Concept Map, RESO 1191-24- Phase 3 Newtown Pike extension project grant reso 4919-3706-3682 v.1.docx, R-624-2024, Contract #353-2024

Enactment Number: R-624-2024

Deed #:

Hearing Date:

Drafter: Ersula Killens

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	Urban County Council Work Session	12/03/2024	Approved and Referred to Docket	Urban County Council	12/03/2024		Pass
2	Urban County Council	12/03/2024	Received First Reading	Urban County Council	12/05/2024		
2	Urban County Council	12/05/2024	Approved				Pass

Text of Legislative File 1191-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Lexington-Fayette Urban County Government, to execute an Agreement with the Ky. Transportation Cabinet (KYTC) for the acceptance of Federal funds, which Grant funds are in the amount of \$1,200,000 for the design of Phase III of the Newtown Pike Extension Project, the acceptance of which obligates the Urban County Government to the expenditure of \$300,000 as a local match, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Engineering, Burton]

Summary

Authorization to execute an Agreement with the Kentucky Transportation Cabinet to accept Federal funds in the amount of \$1,200,000 for the design of Phase III of the Newtown Pike Extension Project. The acceptance obligates the LFUCG to the expenditure of \$300,000 in local match. Budget amendment is in process. (L1191-24) (Burton/Albright)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Evan Thompson, 11/12/2024

Risk Management: No

Fully Budgeted: Budget amendment is in process.

Account Number: 3160-303202-3251-91715

This Fiscal Year Impact: \$ 1,500,000.00

Annual Impact: \$0

Project: NEWTOWNPK_2025

Activity: DESIGN

Budget Reference: 2025

Current Balance:



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

**FROM: THERESA REYNOLDS, DIRECTOR
DIVISION OF GRANTS AND SPECIAL PROGRAMS**

DATE: NOVEMBER 18, 2024

**SUBJECT: KYTC Agreement for Phase III of the Newtown Pike Extension Project –
Design Phase**

Request: Council authorization to execute an agreement with the Kentucky Transportation Cabinet to accept federal funds in the amount of \$1,200,000 for the design of Phase III of the Newtown Pike Extension Project. The acceptance obligates the Urban County Government to the expenditure of \$300,000 in local match.

Purpose of Request: The Kentucky Transportation Cabinet has approved for the Lexington-Fayette Urban County Government to use federal funds from the Highway Improvement Program for the design of Phase III of the Newtown Pike Extension Project. The Kentucky Transportation Cabinet has offered the LFUCG funds for the design phase in the amount of \$1,200,000. Local match in the amount of \$300,000 is required for a total design phase cost of \$1,500,000.

Phase III of the Newtown Pike Extension project will extend Scott Street from De Roode Street to just south of South Broadway, rebuild the Scott Street-Upper Street-South Limestone Intersection, and improve Scott Street between South Broadway and Upper Street.

What is the cost in this budget year and future budget years? \$1,500,000 has been awarded for FY25 \$1,200,000 federal funds and \$300,000 for contracted professionals. Future years funding is dependent upon availability of grant funding.

Are the funds budgeted? Budget amendment is in process.

File Number: 1191-24

Director/Commissioner: Burton/Albright



**AGREEMENT BETWEEN
THE COMMONWEALTH OF KENTUCKY TRANSPORTATION CABINET
AND
LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT
NEWTON PIKE EXTENSION- PHASE III SCOTT STREET CONNECTOR/ ITEM NO. 07-00593.30
FEDERAL PROJECT NUMBER 3003(378)
\$1,200,000 FEDERAL FUNDS**

This AGREEMENT is made and entered into by and between the Commonwealth of Kentucky, Transportation Cabinet, hereinafter the "CABINET" and the Lexington Fayette Urban County Government, hereinafter the "RECIPIENT".

WITNESSETH:

WHEREAS, the Federal Highway Administration (FHWA), through the CABINET, has approved \$1,200,000 in federal funding for the Newtown Pike Extension- Phase III Scott Street Connector, Priority 4 Project hereinafter the "PROJECT", known as Federal Project Number 3003-378 and the applicable Assistance Listing number is 20.205-Highway Planning and Construction,

WHEREAS, the Consolidated Appropriations Act, 2023 (Public Law 117-328) for Highway Infrastructure Programs set aside "Community Project Funding/ Congressionally Directed Spending" Projects and approved \$5,000,000 reimbursable federal funds for the PROJECT as Demo ID KY191,

WHEREAS, the Federal-aid Highway Program is a State Administered Reimbursement Program and the RECIPIENT shall carry out this PROJECT in accordance with applicable Federal and State laws and regulations including all of Title 49 United States Code (USC), Title 23 United States Code (USC), 49 Code of Federal Regulations (CFR), 23 Code of Federal Regulations (CFR), and 2 CFR 200,

WHEREAS, the RECIPIENT must comply with applicable CABINET policies and procedures,

WHEREAS, Federal-aid projects are to serve a public purpose, the RECIPIENT is responsible for maintaining any real property or facilities improved pursuant to the PROJECT on a non-profit basis,

WHEREAS, the RECIPIENT shall refer to the *Federal-Aid Project Development Guide for Local Public Agencies*, hereinafter the "GUIDE", and any future revisions for assistance in complying with this AGREEMENT,

WHEREAS, the RECIPIENT shall outline, undertake, and complete the work as described in the Scope of Work and Budget Summary (Attachment A) in accordance with the terms and conditions of this AGREEMENT, and consistent with the FHWA Contract Administration Manual, the CABINET/FHWA Stewardship Agreement, FHWA Form 1273 and all applicable State and Federal laws and regulations,

WHEREAS, the RECIPIENT shall demonstrate and shall maintain adequate staff, provide delivery systems, and sufficient accounting control to complete the PROJECT in accordance with all Federal and State laws and regulations addressed herein, and

WHEREAS, the RECIPIENT has agreed to provide a minimum of 20% matching funds and to accept responsibility for all administration, staffing, maintenance and operation costs for the Project as identified under this AGREEMENT;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the CABINET and the RECIPIENT hereby agree as follows:

Section 1. Scope of Work & Budget Summary. It is understood that the PROJECT will enhance the transportation system as further described in the Scope of Work and Budget Summary (Attachment A, attached hereto and made a part of this AGREEMENT). In the Scope of Work and Budget Summary, the RECIPIENT is to include detailed expectations, individual activities, estimates, and a schedule with milestones which the CABINET will use as checkpoints for the PROJECT. Further, the RECIPIENT is to define the roles, responsibilities, and authorities of the various entities and/or organizational units with regard to the project development and project delivery processes specific to this PROJECT in the Scope of Work and Budget Summary.

The RECIPIENT shall identify and provide a point of contact, including adequate contact information, for who shall be responsible to manage this PROJECT on the RECIPIENT's behalf, submit the Scope of Work and Budget Summary to the CABINET, and be responsible for ensuring that the RECIPIENT adheres to all terms and conditions of this AGREEMENT. The RECIPIENT shall have final design plans, specifications, and a total estimate prepared by a Professional Engineer licensed to practice in the Commonwealth of Kentucky and approved by the CABINET prior to any construction. The Project Development Checklist (LPA-PDC) (Appendix 1 of the GUIDE) shall be submitted by the RECIPIENT and certified by the CABINET prior to construction.

Section 2. Effective Date of Agreement and Term of Eligible Reimbursement. It is understood the effective date of this AGREEMENT is the date the AGREEMENT is signed by the Secretary of the CABINET. After execution of the AGREEMENT, the CABINET will return a copy of the AGREEMENT to the RECIPIENT and issue a Notice to Proceed to begin work on a particular Phase of the PROJECT. Expenditures made prior to the effective date of the AGREEMENT and before the Notice to Proceed for the particular Phase covering the expenditure shall not be eligible for reimbursement. The Term of Eligible Reimbursement under this AGREEMENT shall end December 31, 2028, unless that Term is extended or amended by written agreement in accordance with the provisions of KRS 45A and 2 CFR Part 200 as to period of performance. Any and all funding obligated for any Phase of this PROJECT defined by the original Scope of Work and authorized changes shall be available to reimburse the RECIPIENT for eligible work activities completed and costs incurred after the effective date of this AGREEMENT and the Notice to Proceed covering that Phase of the PROJECT. If the PROJECT cannot be completed during the Term of Eligible Reimbursement under this AGREEMENT, the RECIPIENT must provide justification why the PROJECT end date should be extended and identify the new Term of Eligible Reimbursement being requested.

Section 3. Funding Out Provision. The CABINET 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 CABINET shall provide the RECIPIENT thirty (30) calendar days written notice of termination of the contract.

This AGREEMENT is contingent upon the continued availability of appropriated Federal funding. If the funding appropriated for any Phase of the PROJECT becomes unavailable for any reason including

the Kentucky General Assembly's failure to appropriate the funding, by operation of law or as the result of a reduction in Federal funding, further reimbursement of PROJECT expenditures may be denied, the PROJECT may be cancelled, the timeline extended or the scope amended by the CABINET either in whole or in part without penalty. Denial of further reimbursement, PROJECT cancellation, extension or amendment because of an interruption in the appropriated funding is not a default or breach of this AGREEMENT by the CABINET nor may such denial, cancellation, extension or amendment give rise to any claim against the CABINET.

Section 4. Duration of Project. It is understood and agreed by the parties hereto that the Scope of Work shall be completed within the period set forth herein under Section 2. In the event the RECIPIENT fails to perform the Scope of Work within the time allotted, or at any time the RECIPIENT fails to maintain adequate staff, project delivery systems, or sufficient accounting control, the CABINET reserves the right to cancel further reimbursements related to the PROJECT under the AGREEMENT. In the event the CABINET denies further reimbursement under this section, the RECIPIENT shall refund all reimbursements made by the CABINET to the RECIPIENT under this AGREEMENT.

Section 5. Project Funding. It is expressly understood that Federal funding for this PROJECT is being provided by the Federal Highway Administration (FHWA) through the CABINET, specifically through the Assistance Listing Number 20.205, Highway Planning and Construction. The Federal share of the total cost of this AGREEMENT shall not exceed \$1,200,000 (the amount indicated on Attachment A) unless otherwise approved in writing by the CABINET with the concurrence of FHWA. If the RECIPIENT completes the PROJECT for less than this amount, the remaining funds may only be used by the RECIPIENT upon written agreement of the CABINET and may only be used for eligible PROJECT costs within the original PROJECT scope. Unless otherwise stated, the funding for the PROJECT shall be authorized in Phases and no reimbursement shall be considered for expenditures made before a Notice to Proceed for that Phase has been received. Reimbursement requests will be considered only for and up to the funding amount and type of work described in the approved Scope of Work and Budget and authorized by the Notice to Proceed for that Phase. The RECIPIENT has agreed to accept up to \$1,200,00 in Federal reimbursement funding available as authorized for the Design Phase for eligible PROJECT costs. The RECIPIENT shall be responsible for any ineligible costs, the required 20% local match funds (\$300,000), and any costs in excess of \$1,200,000 necessary for completion of the approved Scope of Work and any authorized changes to the PROJECT.

The RECIPIENT shall pay all PROJECT expenses and only upon meeting all terms and conditions of this AGREEMENT will be eligible to receive Federal reimbursement funding. All charges to the PROJECT shall be supported by properly executed invoices, contracts, vouchers, or monthly employment data evidencing in proper detail the nature and propriety of the charge. The CABINET or FHWA may require additional documentation at their discretion.

Section 6. Allowable Costs. Funding may be used for restoration, repair, construction and other activities eligible under the Surface Transportation Program (STP) as defined within 23 USC 133(b). Funding may also be used for passenger and freight rail transportation and port infrastructure projects

eligible for assistance under subsection 23 USC 601(a)(8). The PROJECT costs referred to in this AGREEMENT shall be those costs included in the Scope of Work (Attachment A) and submitted to the CABINET on the Reimbursement Request Form. The RECIPIENT shall follow 2 CFR 200.

The RECIPIENT is responsible for adhering to all Federal and State laws and regulations listed in this AGREEMENT and all documents referred to herein. The CABINET shall reimburse the RECIPIENT upon request by the RECIPIENT providing proof of payment through appropriate documentation, which includes but is not limited to the following: work progress completed to date, expenses, cancelled checks, bank statements, verified affidavits, and employment reports. The RECIPIENT shall also certify the work shown on the invoice has been performed in accordance with the terms of this AGREEMENT and approved plans and specifications, the cost(s) shown are verified and are true and correct, and the request for reimbursement in no way represents any degree of duplication of payments that have or will be received from other funding sources. This formal letter must be signed by the designated project manager for the RECIPIENT in responsible charge.

Reimbursement by the CABINET is also subject to the provisions of Sections 35 and 38 of this Agreement hereof. The CABINET or FHWA reserves the right to require additional documentation.

Section 7. Reporting and Monitoring The RECIPIENT shall maintain and comply with all reporting requirements outlined by the CABINET and FHWA.

This Federal-aid project is subject to the reporting requirements contained in the Federal Funding Accountability and Transparency Act (Transparency Act) of 2006 Public Law No. 109-282 and/or 31 USC 6101 and its associated amendments. The Transparency Act requires entities receiving Federal awards such as Federal contracts, sub-contracts, grants and sub-grants, to disclose certain information. This Agreement is subject to 31 USC 6101, 2 CFR 170, and 2 CFR Subtitle A, Chapter I and Part 25. The CABINET may require that the RECIPIENT provide a completed Federal Funding Accountability and Transparency Act form prior to execution of this Agreement.

The making, recording and reporting of any purchases shall be undertaken in accordance with the requirements of KRS 45A and applicable federal guidelines. All checks, invoices, contract records, vouchers, orders, purchasing documents, and monthly employment data pertaining in whole or in part to the PROJECT shall be clearly identified and readily accessible. The RECIPIENT shall permit the CABINET and/or FHWA to conduct periodic site visits to ascertain compliance with Federal and State laws and regulations. The RECIPIENT shall maintain financial records for three years after the latest of project completion, the execution of the Project Closure Form by KYTC, Final Acceptance and final reimbursement.

Section 8. Environmental Requirements. With the advice and assistance of the CABINET, the RECIPIENT shall ensure that all applicable environmental requirements are met including the preparation of appropriate environmental documentation prepared pursuant to the National Environmental Policy Act (NEPA) of 1969 addressing the social and environmental effects of the proposed PROJECT. Adequate resources must be devoted to ensuring that all applicable environmental reviews under NEPA are completed on an expeditious basis and that the shortest existing applicable process under NEPA shall be utilized. Compliance with NEPA 42 USC 4321 et seq, Section 4(f) of 49 USC 303, Section 106 of the

National Historic Preservation Act 54 USC 300101 et seq, Sections 401 and 404 of the Clean Water Act, Section 7 of the Endangered Species Act, and any other applicable environmental laws and regulations must be received to permit funding authorization by the FHWA. Specifically, Phase I design activities will be allowed to proceed without a valid environmental document; however, the commencement of any Phase II design, right-of-way acquisition, utility relocation, or construction activities shall not be permitted prior to approval of the appropriate environmental document. Federal funds will be available for reimbursement of construction costs upon successful completion of design activities.

Section 9. Land Acquisition. Should the PROJECT require the acquisition of any interest in real property by the RECIPIENT; the RECIPIENT must comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (49CFR part 24), State Law and KYTC Division of Right of Way & Utilities Right of Way Guidance Manual and Relocation Assistance Manual. In the event condemnation occurs, the CABINET shall require prior written approval prior to the institution of any condemnation proceedings by the RECIPIENT.

The RECIPIENT shall ensure that all real property acquisition, relocation assistance, and property management are completed in a fair, equitable and approved manner consistent with all State and Federal laws and regulations governing the acquisition of real property for public use using State or Federal highway funding. (1) The RECIPIENT shall either adopt in writing the CABINET's written Policies and Procedures for Right of Way Acquisition and Relocation Assistance or present its own written Policies and Procedures for approval by the CABINET's Division of Right of Way and Utilities and, if applicable, the FHWA. (2) The RECIPIENT shall conduct all appraisals and appraisal reviews using personnel meeting the CABINET's minimum qualifications and listed on the CABINET's pre-qualified appraiser and reviewer list. (3) The RECIPIENT must use an acquisition consultant, prequalified by the CABINET, on all or any portion of the PROJECT, unless given prior approval by the CABINET to acquire property utilizing the RECIPIENT's staff. The selection of the consultant shall be in accordance with the CABINET's Division of Right of Way Guidance Manual. (4) All appraisals must be reviewed and approved by the CABINET's Central Office review appraisers, failure to do so will result in the PROJECT being ineligible for reimbursement. (5) The RECIPIENT shall provide property management in accordance with approved procedures and be responsible for the abatement of any asbestos containing materials and removal of contaminated soils pursuant to applicable State and Federal laws and regulations. (6) The RECIPIENT shall provide the CABINET and, when applicable, FHWA, necessary assurance that all real property has been acquired and all displaced individuals, businesses, non-profit organizations and farms have been offered relocation assistance according to applicable State and Federal laws and regulations. (7) The RECIPIENT shall provide the CABINET, and when applicable, FHWA, necessary documentation for review and approval at various stages of the acquisition process, as described in the CABINET's Right of Way Relocation Assistance Guidance Manual.

The CABINET shall: (1) Review all appraisal reports to ensure proper appraisal practice and procedures as well as compliance with State and Federal laws and regulations, and (2) Approve the final value conclusion through the Director, Division of Right of Way and Utilities.

The RECIPIENT shall provide to the CABINET the following information on each parcel of real property to be acquired:

- A title opinion for the Property,
- An accurate legal description and plat delineating the shape and location of the Property to be acquired, (*In accordance to KYTC Division of Design Specifications*)
- The total area of the Property,
- The Property interest to be acquired

Should the acquisition of real property result in the displacement of a tenant-occupant, such displacement shall be subject to the requirements of the URA, as set out in implementing regulations 49 CFR Part 24. A displaced tenant shall be eligible for moving expenses and any other relocation expenses for which they might qualify.

Section 10. Restrictive Easements. The RECIPIENT acknowledges that the CABINET may require the placement of a restrictive easement approved by and in favor of the CABINET in the chain of title of any real property acquired or improved pursuant to the PROJECT in favor of the CABINET. If the Owner of any real property acquired or improved pursuant to the PROJECT is different from the RECIPIENT, then the Owner shall sign and be made a party to this AGREEMENT and the Owner hereby acknowledges, covenants and consents to the placement of a restrictive easement for perpetual maintenance of the property acquired or improved pursuant to the PROJECT in the chain of title in favor of the CABINET prior to final reimbursement by the CABINET.

Section 11. Reimbursable Utility Relocations. When conducting a utility relocation, KRS 177.035 and KRS 179.265 determine the necessity of payment on behalf of the utility company in question. When law requires the reimbursement of the work, the cost of constructing the most economical type of facilities that satisfactorily meet the service requirements of the former facilities is negotiated, and an agreement is executed between the RECIPIENT and the utility company. Utility relocations shall be designed by the utility company and shown on the PROJECT's survey and general plan sheets. The impacted utility company, with its regular construction or maintenance personnel, and/or with an approved contractor or subcontractor, will furnish all engineering, administration, labor, and materials to make and complete all necessary adjustments of its facilities to accommodate the PROJECT. The RECIPIENT shall inspect the relocation and document the proper installation of the facilities. If it is determined that the utility relocation work is best conducted within the PROJECT's construction contract, the RECIPIENT or the authority designated by the RECIPIENT will negotiate, execute the agreement, and inspect the relocation work. If a conflict of interest arises between the RECIPIENT and a utility company, the CABINET shall intercede to provide the utility coordination.

Section 12. Non-Reimbursable Utility Relocations. When KRS 179.265 indicates the work is not reimbursable, the utility company shall design their relocation plan on the PROJECT's survey and general plan sheets. The RECIPIENT shall perform a review and approval of the relocation per agency policy and procedure. The RECIPIENT shall inspect the relocation and document the proper installation of the

facilities. If a conflict of interest arises between RECIPIENT and a utility company, the CABINET shall intercede to provide the utility coordination.

Section 13. General Railroad Coordination. The RECIPIENT shall be charged with any railroad coordination for the PROJECT, the execution of a contract with the impacted railroad and oversight of the execution. All work related to the PROJECT shall be done in accordance with the CABINET's Standards, Specifications, Standard Drawings, and the Utilities and Rail Manual. Correspondence pertaining to railroad coordination may impact both the project development and construction of the PROJECT. Therefore any and all correspondence regarding railroad coordination activities must be provided to both contracted parties. The CABINET's representative in such matter is the Central Office Rails Coordinator.

The RECIPIENT shall provide the following with the bid package for the PROJECT: a railroad coordination note defining any and all special project terms and conditions due to the involvement of the railroad company and an estimate of the PROJECT expenses for railroad coordination.

Section 14. General Utility Coordination. The RECIPIENT shall be charged with the identification of utility facilities in conflict with the PROJECT, the execution of a remedy for said conflict, and oversight of the execution. The CABINET encourages dutiful consideration of utility avoidance via design considerations. When avoidance is impossible, uneconomical or otherwise invalid, utility relocation is an acceptable remedy for conflict. All work related to the PROJECT shall be done in accordance with the CABINET's Standards, Specifications, Standard Drawings, and the Utilities and Rail Guidance Manual. Correspondence pertaining to utility coordination may affect both the project development and construction of the PROJECT. Therefore any and all correspondence regarding utility coordination activities must be provided to both contracted parties. The CABINET's representative on these matters is the District Office Utility Supervisor.

The RECIPIENT shall provide the following upon full execution of the utility relocation for the PROJECT: 3 sets of as-built plans for each utility company that completes facility relocation on the project prior to the construction letting, a utility and rail certification note defining the utilities and railroad identified in the PROJECT scope, relocations that have been performed, incomplete relocations, and completion schedules for the incomplete work. If no railroad is involved the note shall indicate as such.

Section 15. Permits and Licenses. The RECIPIENT is responsible for obtaining all permits and licenses required to initiate, perform and complete all phases of the PROJECT in an appropriate and timely manner. Per the CABINET/FHWA Stewardship Agreement, the PROJECT may require more involvement from the FHWA.

Section 16. Design and Construction Standards. All Federal and State design and construction criteria for the type of work shall be followed, including but not limited to 23 CFR 625, the CABINET's Highway Design Manual, the CABINET's Standard Drawings, the CABINET's Standard Specifications for Road and Bridge Construction, the CABINET's Drainage Manual, the CABINET's Structural Design Manual, the American Association of State Highway Transportation Officials' (AASHTO) "Policy on Geometric Design of Highways and Streets", and the FHWA's Manual on Uniform Traffic Control Devices (MUTCD). All work performed shall be in accordance with the most recent edition of the CABINET's Standard

Specifications for Road and Bridge Construction, as revised, and as provided in Subsection 105.01 of said Specifications. All materials furnished shall be in accordance with Subsection 106 of said Specifications to include all CABINET List of Approved Materials. These standards, specifications, and criteria are incorporated in this AGREEMENT by this reference.

Section 17. Consultant Selection. The RECIPIENT shall be responsible for all PROJECT design activities, which may be completed either by the RECIPIENT's staff or a consultant. If the RECIPIENT selects to perform the design work with internal staff, these costs will be eligible for an in-kind match if pre-approved by the CABINET Administering Office. If the RECIPIENT selects to perform the work through a consultant, the RECIPIENT, with the oversight and approval of the CABINET, shall be responsible for the advertisement, selection, and contracting for consultant engineering and related services for the PROJECT in compliance with the Federal requirements set forth in the Brooks Act USC 40 1101, Public Law 92-582, the FHWA policy outlined in 23 CFR 172, CABINET policies and procedures, the CABINET procurement policies, and the Kentucky Model Procurement Code as defined within KRS 45A.730-750. This requires the use of a Qualifications Based Selection (QBS) process for the selection of all engineering and related services. By complying with KRS 45A.730-750, the required Federal provisions of the Brooks Act will be satisfied. All plans and specifications must be prepared by a professional engineer or architect licensed in the Commonwealth of Kentucky and prequalified by the CABINET to practice the type of work to be done. If no CABINET prequalification category exists, a consultant must receive approval by the CABINET prior to working on the PROJECT. The RECIPIENT may choose to enter into a letter agreement with a consultant that has a statewide contract with the CABINET instead of going through the procurement process itself.

Section 18. Contractor Procurement. The RECIPIENT shall be responsible for all PROJECT construction activities, which may be completed either by the RECIPIENT's staff or by a contractor. If the RECIPIENT intends to use contractor services, the RECIPIENT shall be responsible for the advertisement, opening of bids, selection, and contracting for contractor services for the PROJECT, with the concurrence of the CABINET, in accordance with the Federal contract provisions listed in FHWA Form 1273 which take precedence over the Kentucky Model Procurement Code provisions KRS 45A.343 and KRS 45A.345-460, as well as KRS 424, 23 CFR 635, 23 USC 112. Bid proposals must be accepted for a minimum of 21 days from the date of the first advertisement for award. Contractors and subcontractors must be pre-qualified by the CABINET for the type of work prior to being awarded a contract. If no CABINET prequalification category exists, a contractor or subcontractor must receive the approval of the CABINET prior to working on the PROJECT.

The RECIPIENT shall prepare an independent engineer's estimate in accordance with 23 CFR 630, Subpart B to compare against the contractors' bids for reasonableness. The RECIPIENT shall thoroughly review all bids and obtain concurrence from the CABINET prior to the award or the rejection of any contract of bids for work or materials to be used on this PROJECT. Factors that should be considered and documented in reviewing submitted bids are: a comparison of the bids against the engineer's estimate, the number of bids submitted, the distribution or range of bids received, the geographic location of bidders,

any potential savings from readvertising the PROJECT, a comparison of bids against other recent bids for the same item or service, the urgency of the PROJECT, the number of times previously advertised or contracted for, the current market conditions, a comparison of unit bids versus engineer's estimate unit bids, the funding available. Determining whether the bids received are adequate involves considering any critical safety improvements, emergency repair or replacement of damaged facilities, the opening of otherwise completed facilities to traffic, furthering a phased construction schedule, or any other factors deemed important by the CABINET or FHWA. Specific Federal requirements defined within 23 CFR 635 require that the award be made to the lowest responsive bidder meeting the criteria of responsibility established by the CABINET.

Section 19. Contract Administration and Inspection It is understood that the RECIPIENT shall be responsible for all aspects of administration, testing, and inspections to ensure the materials and construction meet CABINET specifications and Federal quality assurance specifications referenced in 23 CFR 637 and 23 CFR 635.105 (a) or (b). This includes providing daily on-site inspection of contractor work activities and prompt processing all of the paperwork associated with the construction contract, including any change orders. The RECIPIENT must receive prior written CABINET approval for all change orders, but such approval shall not increase the funding obligated to the RECIPIENT under this AGREEMENT or otherwise.

The RECIPIENT shall use the most recent edition of the CABINET's Regional Highway and Bridge Construction Inspection advertisement for construction inspectors, or must receive CABINET approval to submit an Alternative Construction Inspection Plan. If the RECIPIENT does not have adequate staff to perform this work, the RECIPIENT may hire a consultant or enter into an agreement with another governmental agency to provide these services. The CABINET must review and approve the Construction Engineering and Inspection agreement and the agreement with the service provider and a copy of both in the PROJECT file as required by FHWA. If the RECIPIENT elects to hire a consultant, the RECIPIENT must ensure that the consultant staff is competent in construction inspection and performs all work under the direct supervision of a registered professional engineer or architect licensed in the Commonwealth of Kentucky. The use of a consultant does not relieve the RECIPIENT of ultimate responsibility for the proper administration and inspection of the construction. If a consultant is used to provide inspection services, the RECIPIENT must also provide an appropriately certified and licensed RECIPIENT employee to be in responsible charge of the PROJECT and oversee the inspections.

When an Alternative Construction Inspection Plan is submitted, the RECIPIENT must ensure sufficient quantity and quality are delivered and that proper inspection documentation is maintained. The Alternative Construction Inspection Plan must be performed under the supervision of a Professional Engineer licensed in the State of Kentucky, include credentials and experience of inspectors, indicate testing consistent with the CABINET's Sampling Manual, detail the frequency, who will be responsible, and what will be included in reports, and coordinate with the CABINET's construction inspector.

The CABINET and/or the FHWA may conduct an announced or unannounced field review of the PROJECT at any time. This field review is intended to verify conformance with all laws, regulations, and

policies applicable to the Federal-aid Highway Program and provide assistance to the RECIPIENT where necessary.

Section 20. Davis-Bacon and Related Acts. The 1931 Davis-Bacon Act (prevailing Federal wage) requires the RECIPIENT of all Federal-aid construction projects to comply with contractor and subcontractor payment rates and fringe benefits as determined by the Secretary of Labor for corresponding classes of laborers and mechanics engaged on similar construction, alteration, and/or repair of public buildings or public works, painting, or decorating projects in the locality. Specific wage rates shall be included in the construction contract between the RECIPIENT and the contractor, which must also include a contract provision that overrides the general applicability provisions in Form FHWA-1273, Sections IV and V.

Section 21. The Contract Work Hours and Safety Standards Act. During the construction of the PROJECT, the RECIPIENT shall comply with the Contract Work Hours and Safety Standards Act which contains weekly (after 40 hours) overtime pay requirements and applies to most Federal contracts which may require or involve the employment of laborers and mechanics, including watchmen and guards. Section 107 of the Act provides health and safety standards on covered construction work which are administered by the Occupational Safety and Health Administration (OSHA). The RECIPIENT shall refer to the Contract Work Hours and Safety Standards Act for the requirements under this provision.

Section 22. The Copeland "Anti-Kickback" Act. The RECIPIENT shall comply with the "Anti-Kickback" section of the Copeland Act, which makes it punishable to induce any person working on a Federally funded or assisted construction project to "give up any part of the compensation to which he is entitled under his contract of employment." The RECIPIENT shall refer to the Copeland Act for the requirements under this provision.

Section 23. Title VI - Civil Rights Act of 1964. The RECIPIENT shall comply with all requirements imposed by Title VI of the Civil Rights Act of 1964 (78 Stat. 252), the Regulations of the United States Department of Transportation issued thereunder (CFR Title 49, Subtitle A, Part 21), and the assurance by the RECIPIENT pursuant thereto, including prohibition regarding discrimination.

Section 24. Equal Employment Opportunity (Equal Opportunity Act of 1972). In connection with the execution of this AGREEMENT, the RECIPIENT shall take affirmative action and not discriminate against any employee or applicant for employment to ensure that applicants are employed, and that employees are fairly treated during their employment. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training including apprenticeship. The RECIPIENT shall incorporate the foregoing requirements of this paragraph in all subcontracts for services covered by this AGREEMENT.

Section 25. Non Discrimination (Executive Order 11246). Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity) is prohibited. This section applies only to contracts utilizing federal funds, in whole or in part. During the performance of this contract, the RECIPIENT agrees as follows:

- a. The RECIPIENT will not discriminate against any employee, applicant, contractor or consultant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, or age. The RECIPIENT further agrees to comply with the provisions of the Americans with Disabilities Act (ADA) 42 USC 12101 et seq, Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The RECIPIENT agrees to provide, upon request, needed reasonable accommodations. The RECIPIENT 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 RECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- b. The RECIPIENT will, in all solicitations or advertisements for work placed by or on behalf of the RECIPIENT; 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.
- c. The RECIPIENT 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 RECIPIENT's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The RECIPIENT will take such action with respect to any contract, subcontract or purchase order as the CABINET or FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance.
- d. The RECIPIENT 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.
- e. The RECIPIENT 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 the PROJECT books, records and accounts by the CABINET or FHWA and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- f. In the event of the RECIPIENT's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations or orders, this Agreement may be cancelled, terminated or suspended in whole or in part and the RECIPIENT may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and

such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.

g. The RECIPIENT will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every contract, 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 contractor, subcontractor, consultant or vendor. The RECIPIENT will take such action with respect to any contract, subcontract or purchase order as the CABINET or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a RECIPIENT becomes involved in, or is threatened with, litigation with a contractor, subcontractor or vendor as a result of such direction by the CABINET or FHWA, the RECIPIENT may request the United States to enter into such litigation to protect the interests of the United States.

Section 26. Disadvantaged Business Enterprise (DBE) Requirements. An applicant DBE firm must be given consideration for participation in the PROJECT and a DBE goal shall be set by the CABINET for work on the PROJECT. The CABINET shall review and approve the DBE goal based on CABINET processes and procedures. Any participating DBE firm must be certified as a DBE firm and be prequalified with the CABINET. The RECIPIENT agrees to comply with the DBE Requirements contained within 23 CFR 635 Subpart A, Section 1101(b) of Public Law 109-59 and 49 CFR Part 26 to ensure equal opportunity to socially and economically disadvantaged small businesses.

Assurance. The contractor, subrecipient or subcontractor shall not discriminate in the performance of this AGREEMENT. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of contracts assisted by the United States Department of Transportation. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other allowable remedy the CABINET deems appropriate. Each contract signed with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include this provision.

DBE Prompt Payment Requirement. The contract between the RECIPIENT and the contractor shall include a contract provision that requires the contractor to comply with 49 CFR 26.29 and pay its subcontractors within ten (10) working days from receipt of each payment RECIPIENT makes to the contractor. The RECIPIENT shall prohibit the contractor from withholding retainage on any subcontract on this PROJECT to ensure prompt and full payment from the contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed.

Section 27. Prohibited Interest. No member, officer, or employee of the CABINET or the RECIPIENT during his tenure or for one (1) year thereafter shall have any financial interest, direct or indirect, in this AGREEMENT or the proceeds thereof as identified in KRS 45A.340. The CABINET and the RECIPIENT shall comply with the requirements of the Executive Branch Code of Ethics KRS Chapter

11A. No member, officer, or employee of the CABINET or RECIPIENT shall collude or lobby on behalf of this PROJECT without penalty, including but not limited to suspension or debarment.

The RECIPIENT further represents that, pursuant to KRS 45A.328, they have not procured an original, subsequent, or similar contract while employing an executive agency lobbyist who was convicted of a crime related to the original, subsequent, or similar contract within five (5) years of the conviction of the lobbyist.

Section 28. Covenant Against Contingent Fees. The RECIPIENT warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the CABINET shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from the compensation, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

Section 29. Interest of Members of or Delegates to Congress. No funding has been or will be paid to a member or delegate to the Congress of the United States in connection with the awarding of this Federal contract. Nor shall any member of or delegate to the Congress of the United States receive any benefit arising out of this Federal contract.

Section 30. Standards for the Treatment of Historic Properties. Projects including but not limited to Historic preservation, impacting properties on or eligible for the National Register of Historic Places shall meet applicable Secretary of the Interior's Standards for the Treatment of Historic Properties, the Standards and Guidelines for Archeology and Historic Preservation, and all other applicable federal or state historic property requirements prior to the payment of any monies under this AGREEMENT.

Section 31. Maintenance as Public Facilities. The RECIPIENT agrees to maintain the facilities in an acceptable condition and for a public purpose in accordance with the Maintenance Plan. In addition, any applicable landscaping in any project shall be maintained in an acceptable condition to include mowing, trimming, or other maintenance. In the event that the property is not maintained as a public facility, the RECIPIENT shall reimburse the FHWA for all proceeds provided for in this PROJECT including any applicable interest, unless such change in use is approved in writing by the CABINET and FHWA, if applicable. The RECIPIENT shall obtain concurrence from the CABINET's District 7 Chief District Engineer in Lexington of a Maintenance Plan for any facilities to be constructed, prior to the awarding of any contract to construct such facilities.

Section 32. Americans with Disabilities Act. 42 USC 1201 et seq. The RECIPIENT agrees to comply with the provisions of the Americans with Disabilities Act of 1990 (ADA) and Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, and other applicable Federal regulations relating hereto, issued by the U.S. Department of Transportation. ADA prohibits discrimination against otherwise qualified individuals under any program or activity receiving Federal financial assistance covered by this AGREEMENT and imposes requirements that affect the design, construction, and maintenance of all transportation projects, to provide access to all facilities.

Section 33. Applicable Laws. This AGREEMENT shall be in accordance with the laws of the United States Department of Transportation, Federal Highway Administration, the United States of America, and the Commonwealth of Kentucky.

Section 34. Hold Harmless Clause. To the extent permitted by law, the RECIPIENT shall indemnify and hold harmless the FHWA and the CABINET and all of its officers, agents, and employees from all suits, actions, or claims of any character arising from any injuries, payments or damages received or claimed by any person, persons, or property resulting from implementation of any phase of the PROJECT or occurring on or near the PROJECT site.

Section 35. Contract Completion. The RECIPIENT is responsible for ensuring that all PROJECT construction activities have been completed and is responsible for providing all of the necessary paperwork as required by the construction contract. This involves conducting a pre-audit of all contract items and associated paperwork. When complete, the RECIPIENT's project engineer in responsible charge of the PROJECT shall notify the CABINET the PROJECT is ready for final inspection. The RECIPIENT will conduct, document and submit to the CABINET a field inspection to verify completion of the work in substantial conformance with the AGREEMENT. The RECIPIENT's project manager shall certify the PROJECT was constructed in accordance with the plans and specifications and that the contractor has paid all suppliers and subcontractors in full.

In accordance with 2 CFR 200, the RECIPIENT shall maintain all PROJECT records for three (3) years after final payment.

Section 36. Audit and Inspection. The RECIPIENT, contractor and any subcontractors shall permit the CABINET, the Comptroller General of the United States and the Secretary of the United States Department of Transportation, or their authorized representatives, to inspect and approve all phases of the PROJECT and all relevant PROJECT data and records, including any audit(s) of the RECIPIENT pertaining to the PROJECT.

The RECIPIENT hereby acknowledges its duty to the CABINET to determine whether it is subject to the Single Audit Act of 1984, P.L. 98-502, and the Single Audit Act Amendments of 1996, P.L. 104-156. The RECIPIENT shall follow 2 CFR 200. In Accordance with 2 CFR Subpart F, If the RECIPIENT has expended more than \$750,000 in Federal funding from all sources in the RECIPIENT's fiscal year, the RECIPIENT shall provide the CABINET copies of their 2 CFR 200 Subpart F audit reports within 9 months of their fiscal year end.

The RECIPIENT hereby acknowledges it is responsible to inform any entity it intends to hire or use as a contractor, as defined in KRS 45A.030(9), 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 of the contractor's books, documents, papers, records, or other evidence, which are directly pertinent to this AGREEMENT for the purpose of financial audit or program review. Furthermore, any of the contractor's books, documents, papers, records or other evidence provided to the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, or 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 were providing the service.

Section 37. Campaign Finance. The RECIPIENT shall certify that the contractor swears under the penalty of perjury, as provided by KRS 523.020, that neither he/she nor the entity 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 entity which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

Section 38. Violations. Pursuant to KRS 45A.485, the RECIPIENT shall certify that all contractors shall reveal to the CABINET any final determination of a violation within the previous five (5) year period pursuant to KRS Chapter 139, 136, 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 law, unemployment compensation law, and workers compensation insurance law, respectively.

The RECIPIENT shall certify that all contractors agree to be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 for the duration of this AGREEMENT. Failure to reveal a final determination of a violation of the referenced statutes or to comply with these statutes for the duration of this AGREEMENT shall be grounds for the cancellation of the contract or subcontract and disqualification of the contractor from eligibility for future State contracts for a period of two (2) years.

The RECIPIENT represents that pursuant to KRS 45A.607 they are not currently engaged in, and will not for the duration of the contract engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which Kentucky can enjoy open trade. Note: The term Boycott does not include actions taken for bona fide business or economic reasons, or actions specifically required by federal or state law.

Section 39. Personal Service Contracts and Memoranda of Agreement. If this AGREEMENT comes under the purview of KRS 45A.690 - 45A.725, payments on personal service contracts and memoranda of agreement shall not be authorized for services rendered after disapproval of the Government Contract Review Committee unless the decision of the committee is overridden by the Secretary of Finance and Administration Cabinet or agency head, if the agency has been granted delegation authority.

Section 40. Disputes. Any dispute concerning a question of fact in connection with the work, not disposed of by agreement between the RECIPIENT and the CABINET, shall be referred to the Secretary of the Transportation Cabinet of the Commonwealth of Kentucky, or his duly authorized representative, whose decision shall be final. Regulations concerning any claims to be filed by a contractor are referenced in 23 CFR 635.124.

Section 41. Agreement Change. Any proposed change to the Scope of Work or time extension to this AGREEMENT shall comply with 23 CFR 635.120 and 635.121 and shall be evidenced in writing at the mutual consent of the RECIPIENT and the CABINET.

Section 42. Termination. The CABINET may cancel all reimbursements under this AGREEMENT at any time deemed to be in the best interest of the CABINET by giving thirty (30) calendar days written notice of such cancellation to the RECIPIENT. If reimbursement under this AGREEMENT is canceled under this section by reason other than violation of this AGREEMENT or any applicable law by the RECIPIENT, its agents, employees and contractors, the CABINET shall reimburse the RECIPIENT according to the terms hereof for all expenses incurred under this AGREEMENT to the date of such cancellation of reimbursement. The RECIPIENT may seek to cancel its obligations under this AGREEMENT at any time deemed to be in the best interest of the RECIPIENT by giving thirty (30) calendar days written notice of such request to the CABINET. If the CABINET agrees to allow the RECIPIENT to cancel the PROJECT or cancel its obligations under this AGREEMENT, the RECIPIENT shall reimburse the CABINET for all Federal funding reimbursements made under this AGREEMENT.

Section 43. Resolution. The RECIPIENT shall pass a resolution authorizing the Mayor to sign this AGREEMENT on behalf of the RECIPIENT. An acceptable Resolution shall contain the Project name, description, amount of funds being provided and an acknowledgement that the RECIPIENT agrees to ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the AGREEMENT. Furthermore, by accepting the funds the RECIPIENT agrees to all terms and conditions stated in the AGREEMENT. A copy of the resolution shall be attached to the AGREEMENT (Attachment B) and returned to the CABINET prior to full execution of this AGREEMENT.

Section 44. Responsible Charge. The RECIPIENT shall designate a Person in Responsible Charge of this PROJECT according to the terms outlined in Attachment C. The RECIPIENT will provide the name and contact information for the Person in Responsible Charge prior to full execution of this PROJECT. The Attachment C information must be current for the RECIPIENT to be in compliance with the federal regulations and an eligible recipient of federal funds. Should a change occur, the RECIPIENT must submit a revised Attachment C within 7 days. Failure to comply can result in cancellation of the PROJECT.

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT
NEWTON PIKE EXTENSION- PHASE III SCOTT STREET CONNECTOR
ITEM NO. 07-00593.30
\$1,200,000 FEDERAL FUNDS

IN TESTIMONY WHEREOF, the parties have hereto caused this AGREEMENT to be executed upon signature by their proper officers and representatives.

COMMONWEALTH OF KENTUCKY TRANSPORTATION CABINET:

Approved as to form and legality:

Attorney

Jim Gray, Secretary

Date: _____

Date: _____

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT:

Approved as to form and legality:

Attorney

Linda Gorton, Mayor

Date: _____

Date: _____

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT
 NEWTON PIKE EXTENSION- PHASE III SCOTT STREET CONNECTOR
 ITEM NO. 07-00593.30
 \$1,200,000 FEDERAL FUNDS

**ATTACHMENT A
 SCOPE OF WORK AND BUDGET SUMMARY**

Scope of Work:

RECIPIENT UEI NUMBER: VM1GLHWZXA96

This PROJECT will extend Scott St. from De Roode Street. to just south of South Broadway, reconstruct the Scott Street.-Upper Street.-South Limestone intersection, and improve the existing segment of Scott Street. between South Broadway and Upper Street. This PROJECT is included in the Lexington Area Metropolitan Planning Organization Transportation Improvement Program FY 2021-2024 and has been incorporated by reference into the Statewide Transportation Improvement Program.

This Agreement authorizes \$1,200,000 of the \$5,000,000 Congressionally Directed Funds per the 2023 Earmark, KY191 for the Design Phase of the PROJECT.

Project End Date: December 31, 2028

Budget:

		Federal Funds	Local Funds	State Match	Total
Current MOA	Design Phase Funding: RECIPIENT Program# 1858201D	\$1,200,000.00	\$300,000.00	-	\$1,500,000.00
	Design Phase Total for RECIPIENT	\$1,200,000.00	\$300,000.00	-	\$1,500,000.00

All federally-funded projects are set up in phases (design, ROW, utilities, construction). No work can begin on any phase of a project until the CABINET provides a written notice to proceed for that phase. Funding for this project will be programmed with FHWA as each phase is approved. Effective December 26, 2014, FHWA requires a project end date for each federal project phase programmed. As each phase of the project is programmed with FHWA a supplemental agreement will be sent to the project sponsor to add the funding and adjust the project end date. Any expenditure incurred by the project sponsor after the end date will not be eligible for reimbursement. If the project sponsor requires an extension, they must notify the Administering Office thirty (30) days before the project end date.

Estimated Future Phases:

		Federal Funds	Fiscal Year
Estimated	Right of Way	\$13,000,000	2026
	Utilities	\$6,000,000	2027
	Construction	\$21,000,000	2029

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT
NEWTON PIKE EXTENSION- PHASE III SCOTT STREET CONNECTOR
ITEM NO. 07-00593.30
\$1,200,000 FEDERAL FUNDS


ATTACHMENT B

ATTACH A RESOLUTION HERE

**ATTACHMENT C
PERSON IN RESPONSIBLE CHARGE**

Upon federal-aid project delegation to the RECIPIENT by the CABINET, the undersigned hereby certifies the following, to the best of his or her knowledge and belief, on behalf of the RECIPIENT:

1. Pursuant to 23 CFR 635.105(c) (4), the RECIPIENT acting as a subrecipient of federal transportation funds must provide an employee of that agency, who is available full time, to be in responsible charge of the PROJECT. The individual in responsible charge of the PROJECT is held accountable for ensuring that all applicable Federal and State regulations are followed on the PROJECT. This person will have the authority and resources to manage the PROJECT and will be the primary point of contact with the CABINET. This person may be the project engineer provided that the project engineer is a full-time employee of the RECIPIENT. If the project engineer is a consultant, the person in responsible charge must be a full-time employee of the RECIPIENT.
2. The undersigned and the designated RECIPIENT's person in responsible charge of this PROJECT has read and understands the contract administration and inspection responsibilities described in the CABINET's *Federal-Aid Highway Program Project Development Guide for Local Public Agencies* (LPA Guide).
3. The undersigned will carry out this PROJECT in accordance with the applicable Federal and State laws and associated regulations identified in the LPA Guide.
4. The undersigned will enforce compliance with the above-mentioned laws, regulations, policies, and guidelines by its consultants, contractors, and subcontractors.
5. The undersigned certifies the designated person in responsible charge will:
 - Have the ability to visit the PROJECT or attend meetings related to the PROJECT as needed.
 - Be responsible for ensuring that the PROJECT is delivered on time in accordance with established milestones and the terms of the contract between the RECIPIENT and the CABINET.
6. In accordance with the requirements outlined above, RECIPIENT has selected the following individual as the person in responsible charge for the PROJECT:

Name: <u>THOMAS CLEMENTS</u>	Position with RECIPIENT: <u>MUNICIPAL ENGINEER SR.</u>
E-mail: <u>TCLEMENTS@LEXINGTONKY.GOV</u>	Phone: <u>859-258-3416</u>
Signature: <u></u>	

7. Should the RECIPIENT require a change to the Person in Responsible Charge, they will notify the CABINET, designate a new Person in Responsible Charge, and resubmit the Attachment C within 7 days of the change. The new Attachment C will be incorporated into this Agreement upon approval by the CABINET.

Linda Gorton, Mayor

Date

LFUCG Budget Amendment Request Form

New Window | Help | Personalize Page

Requester: Moore,Celia E Date: 11/22/2024 Status: Pending Approval Amend Nbr: 13403

Business Unit: LFUCG Journal Date: 11/22/2024 Budget Period: 2025 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	3160	303202	3251	91715	Construction-Street	1,500,000.00	035224	055143						

▼ Revenue Accounts						Personalize		Find		View All		First	1-2 of 2	Last
	Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID					
1	3160	303202	3251	44010	Intergovernmental - Federal	1,200,000.00	035224	055143						
2	3160	303202	3251	45915	Transfer From Municipal Aid	300,000.00	035224	055143						

▶ Project/Grant Revenue

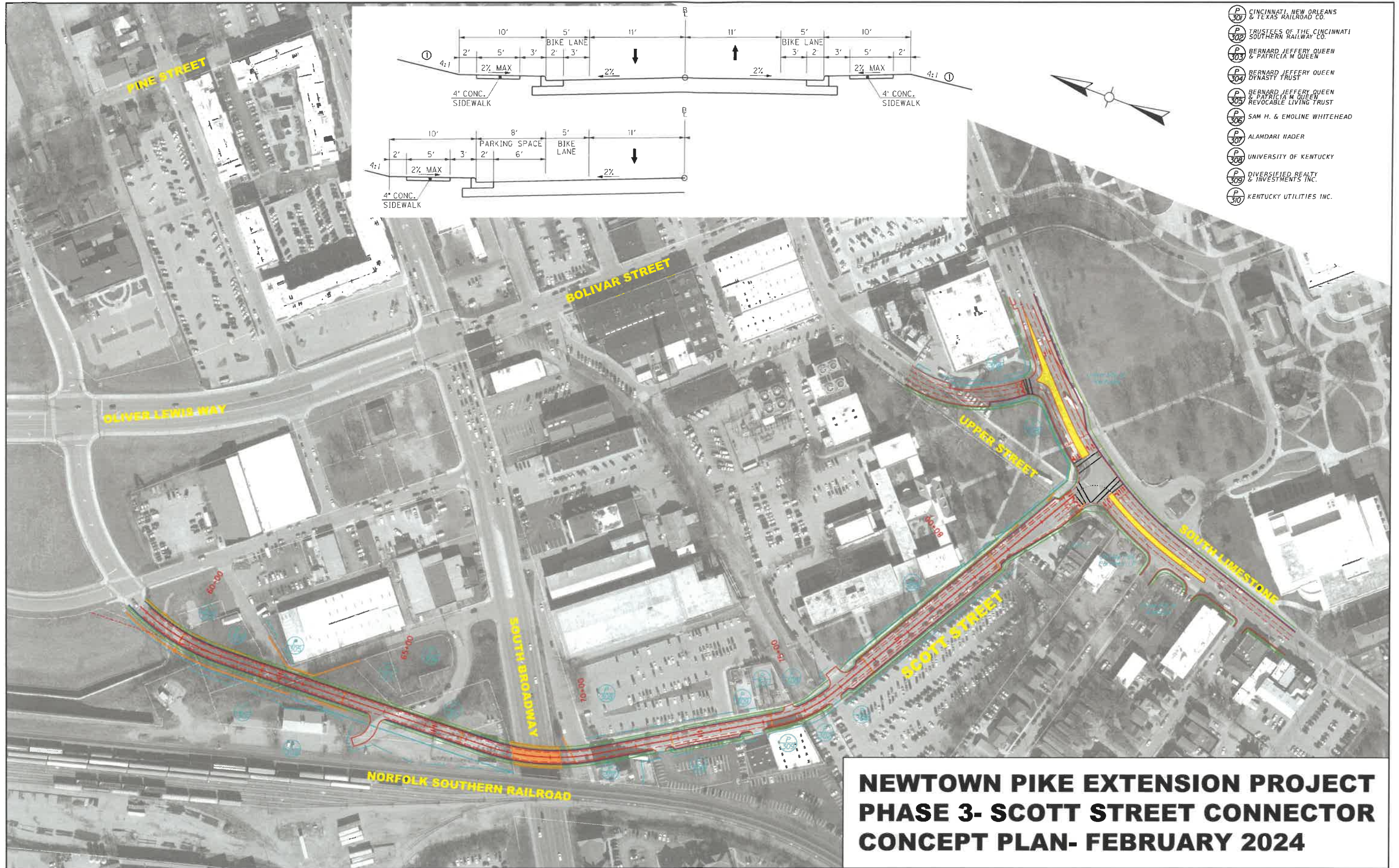
▶ Project/Grant Expenditures

Comments:

To establish grant budget for Kentucky Transportation Cabinet award for Phase III design for Newtown Pike Extension Project (NEWTOWNPK_2025)

Net Amend Amt: 0.00

Submit for Approval



RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH THE KENTUCKY TRANSPORTATION CABINET (KYTC) FOR THE ACCEPTANCE OF FEDERAL FUNDS, WHICH GRANT FUNDS ARE IN THE AMOUNT OF \$1,200,000.00 FOR THE DESIGN OF PHASE III OF THE NEWTOWN PIKE EXTENSION PROJECT, THE ACCEPTANCE OF WHICH OBLIGATES THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF \$300,000.00 AS A LOCAL MATCH, AND AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute an Agreement with the Kentucky Transportation Cabinet (KYTC), which is attached hereto and incorporated herein by reference, for the acceptance of Federal funds in the amount of \$1,200,000.00 for the design of Phase III of the Newtown Pike Extension Project, the acceptance of which obligates the Lexington-Fayette Urban County Government to the expenditure of \$300,000.00 as a local match.

Section 2 – That subject to the provisions of Section 7-48 of the Lexington-Fayette Urban County Government Code of Ordinances, the Mayor is hereby authorized, in her discretion as Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or capital account appropriation within the Grant budget previously established for this Grant.

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

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

1191-24:EPT_4919-3706-3682, v. 1

RESOLUTION NO. 624 - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH THE KENTUCKY TRANSPORTATION CABINET (KYTC) FOR THE ACCEPTANCE OF FEDERAL FUNDS, WHICH GRANT FUNDS ARE IN THE AMOUNT OF \$1,200,000.00 FOR THE DESIGN OF PHASE III OF THE NEWTOWN PIKE EXTENSION PROJECT, THE ACCEPTANCE OF WHICH OBLIGATES THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF \$300,000.00 AS A LOCAL MATCH, AND AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute an Agreement with the Kentucky Transportation Cabinet (KYTC), which is attached hereto and incorporated herein by reference, for the acceptance of Federal funds in the amount of \$1,200,000.00 for the design of Phase III of the Newtown Pike Extension Project, the acceptance of which obligates the Lexington-Fayette Urban County Government to the expenditure of \$300,000.00 as a local match.

Section 2 – That subject to the provisions of Section 7-48 of the Lexington-Fayette Urban County Government Code of Ordinances, the Mayor is hereby authorized, in her discretion as Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or capital account appropriation within the Grant budget previously established for this Grant.

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

PASSED URBAN COUNTY COUNCIL: December 5, 2024

Linda Gorton

MAYOR

ATTEST:

[Signature]

CLERK OF URBAN COUNTY COUNCIL

1191-24:EPT_4919-3706-3682, v. 1

**AGREEMENT BETWEEN
THE COMMONWEALTH OF KENTUCKY TRANSPORTATION CABINET
AND
LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT
NEWTON PIKE EXTENSION- PHASE III SCOTT STREET CONNECTOR/ ITEM NO. 07-00593.30
FEDERAL PROJECT NUMBER 3003(378)
\$1,200,000 FEDERAL FUNDS**

This AGREEMENT is made and entered into by and between the Commonwealth of Kentucky, Transportation Cabinet, hereinafter the "CABINET" and the Lexington Fayette Urban County Government, hereinafter the "RECIPIENT".

WITNESSETH:

WHEREAS, the Federal Highway Administration (FHWA), through the CABINET, has approved \$1,200,000 in federal funding for the Newtown Pike Extension- Phase III Scott Street Connector, Priority 4 Project hereinafter the "PROJECT", known as Federal Project Number 3003-378 and the applicable Assistance Listing number is 20.205-Highway Planning and Construction,

WHEREAS, the Consolidated Appropriations Act, 2023 (Public Law 117-328) for Highway Infrastructure Programs set aside "Community Project Funding/ Congressionally Directed Spending" Projects and approved \$5,000,000 reimbursable federal funds for the PROJECT as Demo ID KY191,

WHEREAS, the Federal-aid Highway Program is a State Administered Reimbursement Program and the RECIPIENT shall carry out this PROJECT in accordance with applicable Federal and State laws and regulations including all of Title 49 United States Code (USC), Title 23 United States Code (USC), 49 Code of Federal Regulations (CFR), 23 Code of Federal Regulations (CFR), and 2 CFR 200,

WHEREAS, the RECIPIENT must comply with applicable CABINET policies and procedures,

WHEREAS, Federal-aid projects are to serve a public purpose, the RECIPIENT is responsible for maintaining any real property or facilities improved pursuant to the PROJECT on a non-profit basis,

WHEREAS, the RECIPIENT shall refer to the *Federal-Aid Project Development Guide for Local Public Agencies*, hereinafter the "GUIDE", and any future revisions for assistance in complying with this AGREEMENT,

WHEREAS, the RECIPIENT shall outline, undertake, and complete the work as described in the Scope of Work and Budget Summary (Attachment A) in accordance with the terms and conditions of this AGREEMENT, and consistent with the FHWA Contract Administration Manual, the CABINET/FHWA Stewardship Agreement, FHWA Form 1273 and all applicable State and Federal laws and regulations,

WHEREAS, the RECIPIENT shall demonstrate and shall maintain adequate staff, provide delivery systems, and sufficient accounting control to complete the PROJECT in accordance with all Federal and State laws and regulations addressed herein, and

WHEREAS, the RECIPIENT has agreed to provide a minimum of 20% matching funds and to accept responsibility for all administration, staffing, maintenance and operation costs for the Project as identified under this AGREEMENT;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the CABINET and the RECIPIENT hereby agree as follows:

Section 1. Scope of Work & Budget Summary. It is understood that the PROJECT will enhance the transportation system as further described in the Scope of Work and Budget Summary (Attachment A, attached hereto and made a part of this AGREEMENT). In the Scope of Work and Budget Summary, the RECIPIENT is to include detailed expectations, individual activities, estimates, and a schedule with milestones which the CABINET will use as checkpoints for the PROJECT. Further, the RECIPIENT is to define the roles, responsibilities, and authorities of the various entities and/or organizational units with regard to the project development and project delivery processes specific to this PROJECT in the Scope of Work and Budget Summary.

The RECIPIENT shall identify and provide a point of contact, including adequate contact information, for who shall be responsible to manage this PROJECT on the RECIPIENT's behalf, submit the Scope of Work and Budget Summary to the CABINET, and be responsible for ensuring that the RECIPIENT adheres to all terms and conditions of this AGREEMENT. The RECIPIENT shall have final design plans, specifications, and a total estimate prepared by a Professional Engineer licensed to practice in the Commonwealth of Kentucky and approved by the CABINET prior to any construction. The Project Development Checklist (LPA-PDC) (Appendix 1 of the GUIDE) shall be submitted by the RECIPIENT and certified by the CABINET prior to construction.

Section 2. Effective Date of Agreement and Term of Eligible Reimbursement. It is understood the effective date of this AGREEMENT is the date the AGREEMENT is signed by the Secretary of the CABINET. After execution of the AGREEMENT, the CABINET will return a copy of the AGREEMENT to the RECIPIENT and issue a Notice to Proceed to begin work on a particular Phase of the PROJECT. Expenditures made prior to the effective date of the AGREEMENT and before the Notice to Proceed for the particular Phase covering the expenditure shall not be eligible for reimbursement. The Term of Eligible Reimbursement under this AGREEMENT shall end December 31, 2028, unless that Term is extended or amended by written agreement in accordance with the provisions of KRS 45A and 2 CFR Part 200 as to period of performance. Any and all funding obligated for any Phase of this PROJECT defined by the original Scope of Work and authorized changes shall be available to reimburse the RECIPIENT for eligible work activities completed and costs incurred after the effective date of this AGREEMENT and the Notice to Proceed covering that Phase of the PROJECT. If the PROJECT cannot be completed during the Term of Eligible Reimbursement under this AGREEMENT, the RECIPIENT must provide justification why the PROJECT end date should be extended and identify the new Term of Eligible Reimbursement being requested.

Section 3. Funding Out Provision. The CABINET 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 CABINET shall provide the RECIPIENT thirty (30) calendar days written notice of termination of the contract.

This AGREEMENT is contingent upon the continued availability of appropriated Federal funding. If the funding appropriated for any Phase of the PROJECT becomes unavailable for any reason including

the Kentucky General Assembly's failure to appropriate the funding, by operation of law or as the result of a reduction in Federal funding, further reimbursement of PROJECT expenditures may be denied, the PROJECT may be cancelled, the timeline extended or the scope amended by the CABINET either in whole or in part without penalty. Denial of further reimbursement, PROJECT cancellation, extension or amendment because of an interruption in the appropriated funding is not a default or breach of this AGREEMENT by the CABINET nor may such denial, cancellation, extension or amendment give rise to any claim against the CABINET.

Section 4. Duration of Project. It is understood and agreed by the parties hereto that the Scope of Work shall be completed within the period set forth herein under Section 2. In the event the RECIPIENT fails to perform the Scope of Work within the time allotted, or at any time the RECIPIENT fails to maintain adequate staff, project delivery systems, or sufficient accounting control, the CABINET reserves the right to cancel further reimbursements related to the PROJECT under the AGREEMENT. In the event the CABINET denies further reimbursement under this section, the RECIPIENT shall refund all reimbursements made by the CABINET to the RECIPIENT under this AGREEMENT.

Section 5. Project Funding. It is expressly understood that Federal funding for this PROJECT is being provided by the Federal Highway Administration (FHWA) through the CABINET, specifically through the Assistance Listing Number 20.205, Highway Planning and Construction. The Federal share of the total cost of this AGREEMENT shall not exceed \$1,200,000 (the amount indicated on Attachment A) unless otherwise approved in writing by the CABINET with the concurrence of FHWA. If the RECIPIENT completes the PROJECT for less than this amount, the remaining funds may only be used by the RECIPIENT upon written agreement of the CABINET and may only be used for eligible PROJECT costs within the original PROJECT scope. Unless otherwise stated, the funding for the PROJECT shall be authorized in Phases and no reimbursement shall be considered for expenditures made before a Notice to Proceed for that Phase has been received. Reimbursement requests will be considered only for and up to the funding amount and type of work described in the approved Scope of Work and Budget and authorized by the Notice to Proceed for that Phase. The RECIPIENT has agreed to accept up to \$1,200,00 in Federal reimbursement funding available as authorized for the Design Phase for eligible PROJECT costs. The RECIPIENT shall be responsible for any ineligible costs, the required 20% local match funds (\$300,000), and any costs in excess of \$1,200,000 necessary for completion of the approved Scope of Work and any authorized changes to the PROJECT.

The RECIPIENT shall pay all PROJECT expenses and only upon meeting all terms and conditions of this AGREEMENT will be eligible to receive Federal reimbursement funding. All charges to the PROJECT shall be supported by properly executed invoices, contracts, vouchers, or monthly employment data evidencing in proper detail the nature and propriety of the charge. The CABINET or FHWA may require additional documentation at their discretion.

Section 6. Allowable Costs. Funding may be used for restoration, repair, construction and other activities eligible under the Surface Transportation Program (STP) as defined within 23 USC 133(b). Funding may also be used for passenger and freight rail transportation and port infrastructure projects

eligible for assistance under subsection 23 USC 601(a)(8). The PROJECT costs referred to in this AGREEMENT shall be those costs included in the Scope of Work (Attachment A) and submitted to the CABINET on the Reimbursement Request Form. The RECIPIENT shall follow 2 CFR 200.

The RECIPIENT is responsible for adhering to all Federal and State laws and regulations listed in this AGREEMENT and all documents referred to herein. The CABINET shall reimburse the RECIPIENT upon request by the RECIPIENT providing proof of payment through appropriate documentation, which includes but is not limited to the following: work progress completed to date, expenses, cancelled checks, bank statements, verified affidavits, and employment reports. The RECIPIENT shall also certify the work shown on the invoice has been performed in accordance with the terms of this AGREEMENT and approved plans and specifications, the cost(s) shown are verified and are true and correct, and the request for reimbursement in no way represents any degree of duplication of payments that have or will be received from other funding sources. This formal letter must be signed by the designated project manager for the RECIPIENT in responsible charge.

Reimbursement by the CABINET is also subject to the provisions of Sections 35 and 38 of this Agreement hereof. The CABINET or FHWA reserves the right to require additional documentation.

Section 7. Reporting and Monitoring The RECIPIENT shall maintain and comply with all reporting requirements outlined by the CABINET and FHWA.

This Federal-aid project is subject to the reporting requirements contained in the Federal Funding Accountability and Transparency Act (Transparency Act) of 2006 Public Law No. 109-282 and/or 31 USC 6101 and its associated amendments. The Transparency Act requires entities receiving Federal awards such as Federal contracts, sub-contracts, grants and sub-grants, to disclose certain information. This Agreement is subject to 31 USC 6101, 2 CFR 170, and 2 CFR Subtitle A, Chapter I and Part 25. The CABINET may require that the RECIPIENT provide a completed Federal Funding Accountability and Transparency Act form prior to execution of this Agreement.

The making, recording and reporting of any purchases shall be undertaken in accordance with the requirements of KRS 45A and applicable federal guidelines. All checks, invoices, contract records, vouchers, orders, purchasing documents, and monthly employment data pertaining in whole or in part to the PROJECT shall be clearly identified and readily accessible. The RECIPIENT shall permit the CABINET and/or FHWA to conduct periodic site visits to ascertain compliance with Federal and State laws and regulations. The RECIPIENT shall maintain financial records for three years after the latest of project completion, the execution of the Project Closure Form by KYTC, Final Acceptance and final reimbursement.

Section 8. Environmental Requirements. With the advice and assistance of the CABINET, the RECIPIENT shall ensure that all applicable environmental requirements are met including the preparation of appropriate environmental documentation prepared pursuant to the National Environmental Policy Act (NEPA) of 1969 addressing the social and environmental effects of the proposed PROJECT. Adequate resources must be devoted to ensuring that all applicable environmental reviews under NEPA are completed on an expeditious basis and that the shortest existing applicable process under NEPA shall be utilized. Compliance with NEPA 42 USC 4321 et seq, Section 4(f) of 49 USC 303, Section 106 of the

National Historic Preservation Act 54 USC 300101 et seq, Sections 401 and 404 of the Clean Water Act, Section 7 of the Endangered Species Act, and any other applicable environmental laws and regulations must be received to permit funding authorization by the FHWA. Specifically, Phase I design activities will be allowed to proceed without a valid environmental document; however, the commencement of any Phase II design, right-of-way acquisition, utility relocation, or construction activities shall not be permitted prior to approval of the appropriate environmental document. Federal funds will be available for reimbursement of construction costs upon successful completion of design activities.

Section 9. Land Acquisition. Should the PROJECT require the acquisition of any interest in real property by the RECIPIENT; the RECIPIENT must comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (49CFR part 24), State Law and KYTC Division of Right of Way & Utilities Right of Way Guidance Manual and Relocation Assistance Manual. In the event condemnation occurs, the CABINET shall require prior written approval prior to the institution of any condemnation proceedings by the RECIPIENT.

The RECIPIENT shall ensure that all real property acquisition, relocation assistance, and property management are completed in a fair, equitable and approved manner consistent with all State and Federal laws and regulations governing the acquisition of real property for public use using State or Federal highway funding. (1) The RECIPIENT shall either adopt in writing the CABINET's written Policies and Procedures for Right of Way Acquisition and Relocation Assistance or present its own written Policies and Procedures for approval by the CABINET's Division of Right of Way and Utilities and, if applicable, the FHWA. (2) The RECIPIENT shall conduct all appraisals and appraisal reviews using personnel meeting the CABINET's minimum qualifications and listed on the CABINET's pre-qualified appraiser and reviewer list. (3) The RECIPIENT must use an acquisition consultant, prequalified by the CABINET, on all or any portion of the PROJECT, unless given prior approval by the CABINET to acquire property utilizing the RECIPIENT's staff. The selection of the consultant shall be in accordance with the CABINET's Division of Right of Way Guidance Manual. (4) All appraisals must be reviewed and approved by the CABINET's Central Office review appraisers, failure to do so will result in the PROJECT being ineligible for reimbursement. (5) The RECIPIENT shall provide property management in accordance with approved procedures and be responsible for the abatement of any asbestos containing materials and removal of contaminated soils pursuant to applicable State and Federal laws and regulations. (6) The RECIPIENT shall provide the CABINET and, when applicable, FHWA, necessary assurance that all real property has been acquired and all displaced individuals, businesses, non-profit organizations and farms have been offered relocation assistance according to applicable State and Federal laws and regulations. (7) The RECIPIENT shall provide the CABINET, and when applicable, FHWA, necessary documentation for review and approval at various stages of the acquisition process, as described in the CABINET's Right of Way Relocation Assistance Guidance Manual.

The CABINET shall: (1) Review all appraisal reports to ensure proper appraisal practice and procedures as well as compliance with State and Federal laws and regulations, and (2) Approve the final value conclusion through the Director, Division of Right of Way and Utilities.

The RECIPIENT shall provide to the CABINET the following information on each parcel of real property to be acquired:

- A title opinion for the Property,
- An accurate legal description and plat delineating the shape and location of the Property to be acquired, (*In accordance to KYTC Division of Design Specifications*)
- The total area of the Property,
- The Property interest to be acquired

Should the acquisition of real property result in the displacement of a tenant-occupant, such displacement shall be subject to the requirements of the URA, as set out in implementing regulations 49 CFR Part 24. A displaced tenant shall be eligible for moving expenses and any other relocation expenses for which they might qualify.

Section 10. Restrictive Easements. The RECIPIENT acknowledges that the CABINET may require the placement of a restrictive easement approved by and in favor of the CABINET in the chain of title of any real property acquired or improved pursuant to the PROJECT in favor of the CABINET. If the Owner of any real property acquired or improved pursuant to the PROJECT is different from the RECIPIENT, then the Owner shall sign and be made a party to this AGREEMENT and the Owner hereby acknowledges, covenants and consents to the placement of a restrictive easement for perpetual maintenance of the property acquired or improved pursuant to the PROJECT in the chain of title in favor of the CABINET prior to final reimbursement by the CABINET.

Section 11. Reimbursable Utility Relocations. When conducting a utility relocation, KRS 177.035 and KRS 179.265 determine the necessity of payment on behalf of the utility company in question. When law requires the reimbursement of the work, the cost of constructing the most economical type of facilities that satisfactorily meet the service requirements of the former facilities is negotiated, and an agreement is executed between the RECIPIENT and the utility company. Utility relocations shall be designed by the utility company and shown on the PROJECT's survey and general plan sheets. The impacted utility company, with its regular construction or maintenance personnel, and/or with an approved contractor or subcontractor, will furnish all engineering, administration, labor, and materials to make and complete all necessary adjustments of its facilities to accommodate the PROJECT. The RECIPIENT shall inspect the relocation and document the proper installation of the facilities. If it is determined that the utility relocation work is best conducted within the PROJECT's construction contract, the RECIPIENT or the authority designated by the RECIPIENT will negotiate, execute the agreement, and inspect the relocation work. If a conflict of interest arises between the RECIPIENT and a utility company, the CABINET shall intercede to provide the utility coordination.

Section 12. Non-Reimbursable Utility Relocations. When KRS 179.265 indicates the work is not reimbursable, the utility company shall design their relocation plan on the PROJECT's survey and general plan sheets. The RECIPIENT shall perform a review and approval of the relocation per agency policy and procedure. The RECIPIENT shall inspect the relocation and document the proper installation of the

facilities. If a conflict of interest arises between RECIPIENT and a utility company, the CABINET shall intercede to provide the utility coordination.

Section 13. General Railroad Coordination. The RECIPIENT shall be charged with any railroad coordination for the PROJECT, the execution of a contract with the impacted railroad and oversight of the execution. All work related to the PROJECT shall be done in accordance with the CABINET's Standards, Specifications, Standard Drawings, and the Utilities and Rail Manual. Correspondence pertaining to railroad coordination may impact both the project development and construction of the PROJECT. Therefore any and all correspondence regarding railroad coordination activities must be provided to both contracted parties. The CABINET's representative in such matter is the Central Office Rails Coordinator.

The RECIPIENT shall provide the following with the bid package for the PROJECT: a railroad coordination note defining any and all special project terms and conditions due to the involvement of the railroad company and an estimate of the PROJECT expenses for railroad coordination.

Section 14. General Utility Coordination. The RECIPIENT shall be charged with the identification of utility facilities in conflict with the PROJECT, the execution of a remedy for said conflict, and oversight of the execution. The CABINET encourages dutiful consideration of utility avoidance via design considerations. When avoidance is impossible, uneconomical or otherwise invalid, utility relocation is an acceptable remedy for conflict. All work related to the PROJECT shall be done in accordance with the CABINET's Standards, Specifications, Standard Drawings, and the Utilities and Rail Guidance Manual. Correspondence pertaining to utility coordination may affect both the project development and construction of the PROJECT. Therefore any and all correspondence regarding utility coordination activities must be provided to both contracted parties. The CABINET's representative on these matters is the District Office Utility Supervisor.

The RECIPIENT shall provide the following upon full execution of the utility relocation for the PROJECT: 3 sets of as-built plans for each utility company that completes facility relocation on the project prior to the construction letting, a utility and rail certification note defining the utilities and railroad identified in the PROJECT scope, relocations that have been performed, incomplete relocations, and completion schedules for the incomplete work. If no railroad is involved the note shall indicate as such.

Section 15. Permits and Licenses. The RECIPIENT is responsible for obtaining all permits and licenses required to initiate, perform and complete all phases of the PROJECT in an appropriate and timely manner. Per the CABINET/FHWA Stewardship Agreement, the PROJECT may require more involvement from the FHWA.

Section 16. Design and Construction Standards. All Federal and State design and construction criteria for the type of work shall be followed, including but not limited to 23 CFR 625, the CABINET's Highway Design Manual, the CABINET's Standard Drawings, the CABINET's Standard Specifications for Road and Bridge Construction, the CABINET's Drainage Manual, the CABINET's Structural Design Manual, the American Association of State Highway Transportation Officials' (AASHTO) "Policy on Geometric Design of Highways and Streets", and the FHWA's Manual on Uniform Traffic Control Devices (MUTCD). All work performed shall be in accordance with the most recent edition of the CABINET's Standard

Specifications for Road and Bridge Construction, as revised, and as provided in Subsection 105.01 of said Specifications. All materials furnished shall be in accordance with Subsection 106 of said Specifications to include all CABINET List of Approved Materials. These standards, specifications, and criteria are incorporated in this AGREEMENT by this reference.

Section 17. Consultant Selection. The RECIPIENT shall be responsible for all PROJECT design activities, which may be completed either by the RECIPIENT's staff or a consultant. If the RECIPIENT selects to perform the design work with internal staff, these costs will be eligible for an in-kind match if pre-approved by the CABINET Administering Office. If the RECIPIENT selects to perform the work through a consultant, the RECIPIENT, with the oversight and approval of the CABINET, shall be responsible for the advertisement, selection, and contracting for consultant engineering and related services for the PROJECT in compliance with the Federal requirements set forth in the Brooks Act USC 40 1101, Public Law 92-582, the FHWA policy outlined in 23 CFR 172, CABINET policies and procedures, the CABINET procurement policies, and the Kentucky Model Procurement Code as defined within KRS 45A.730-750. This requires the use of a Qualifications Based Selection (QBS) process for the selection of all engineering and related services. By complying with KRS 45A.730-750, the required Federal provisions of the Brooks Act will be satisfied. All plans and specifications must be prepared by a professional engineer or architect licensed in the Commonwealth of Kentucky and prequalified by the CABINET to practice the type of work to be done. If no CABINET prequalification category exists, a consultant must receive approval by the CABINET prior to working on the PROJECT. The RECIPIENT may choose to enter into a letter agreement with a consultant that has a statewide contract with the CABINET instead of going through the procurement process itself.

Section 18. Contractor Procurement. The RECIPIENT shall be responsible for all PROJECT construction activities, which may be completed either by the RECIPIENT's staff or by a contractor. If the RECIPIENT intends to use contractor services, the RECIPIENT shall be responsible for the advertisement, opening of bids, selection, and contracting for contractor services for the PROJECT, with the concurrence of the CABINET, in accordance with the Federal contract provisions listed in FHWA Form 1273 which take precedence over the Kentucky Model Procurement Code provisions KRS 45A.343 and KRS 45A.345-460, as well as KRS 424, 23 CFR 635, 23 USC 112. Bid proposals must be accepted for a minimum of 21 days from the date of the first advertisement for award. Contractors and subcontractors must be pre-qualified by the CABINET for the type of work prior to being awarded a contract. If no CABINET prequalification category exists, a contractor or subcontractor must receive the approval of the CABINET prior to working on the PROJECT.

The RECIPIENT shall prepare an independent engineer's estimate in accordance with 23 CFR 630, Subpart B to compare against the contractors' bids for reasonableness. The RECIPIENT shall thoroughly review all bids and obtain concurrence from the CABINET prior to the award or the rejection of any contract of bids for work or materials to be used on this PROJECT. Factors that should be considered and documented in reviewing submitted bids are: a comparison of the bids against the engineer's estimate, the number of bids submitted, the distribution or range of bids received, the geographic location of bidders,

any potential savings from readvertising the PROJECT, a comparison of bids against other recent bids for the same item or service, the urgency of the PROJECT, the number of times previously advertised or contracted for, the current market conditions, a comparison of unit bids versus engineer's estimate unit bids, the funding available. Determining whether the bids received are adequate involves considering any critical safety improvements, emergency repair or replacement of damaged facilities, the opening of otherwise completed facilities to traffic, furthering a phased construction schedule, or any other factors deemed important by the CABINET or FHWA. Specific Federal requirements defined within 23 CFR 635 require that the award be made to the lowest responsive bidder meeting the criteria of responsibility established by the CABINET.

Section 19. Contract Administration and Inspection It is understood that the RECIPIENT shall be responsible for all aspects of administration, testing, and inspections to ensure the materials and construction meet CABINET specifications and Federal quality assurance specifications referenced in 23 CFR 637 and 23 CFR 635.105 (a) or (b). This includes providing daily on-site inspection of contractor work activities and prompt processing all of the paperwork associated with the construction contract, including any change orders. The RECIPIENT must receive prior written CABINET approval for all change orders, but such approval shall not increase the funding obligated to the RECIPIENT under this AGREEMENT or otherwise.

The RECIPIENT shall use the most recent edition of the CABINET's Regional Highway and Bridge Construction Inspection advertisement for construction inspectors, or must receive CABINET approval to submit an Alternative Construction Inspection Plan. If the RECIPIENT does not have adequate staff to perform this work, the RECIPIENT may hire a consultant or enter into an agreement with another governmental agency to provide these services. The CABINET must review and approve the Construction Engineering and Inspection agreement and the agreement with the service provider and a copy of both in the PROJECT file as required by FHWA. If the RECIPIENT elects to hire a consultant, the RECIPIENT must ensure that the consultant staff is competent in construction inspection and performs all work under the direct supervision of a registered professional engineer or architect licensed in the Commonwealth of Kentucky. The use of a consultant does not relieve the RECIPIENT of ultimate responsibility for the proper administration and inspection of the construction. If a consultant is used to provide inspection services, the RECIPIENT must also provide an appropriately certified and licensed RECIPIENT employee to be in responsible charge of the PROJECT and oversee the inspections.

When an Alternative Construction Inspection Plan is submitted, the RECIPIENT must ensure sufficient quantity and quality are delivered and that proper inspection documentation is maintained. The Alternative Construction Inspection Plan must be performed under the supervision of a Professional Engineer licensed in the State of Kentucky, include credentials and experience of inspectors, indicate testing consistent with the CABINET's Sampling Manual, detail the frequency, who will be responsible, and what will be included in reports, and coordinate with the CABINET's construction inspector.

The CABINET and/or the FHWA may conduct an announced or unannounced field review of the PROJECT at any time. This field review is intended to verify conformance with all laws, regulations, and

policies applicable to the Federal-aid Highway Program and provide assistance to the RECIPIENT where necessary.

Section 20. Davis-Bacon and Related Acts. The 1931 Davis-Bacon Act (prevailing Federal wage) requires the RECIPIENT of all Federal-aid construction projects to comply with contractor and subcontractor payment rates and fringe benefits as determined by the Secretary of Labor for corresponding classes of laborers and mechanics engaged on similar construction, alteration, and/or repair of public buildings or public works, painting, or decorating projects in the locality. Specific wage rates shall be included in the construction contract between the RECIPIENT and the contractor, which must also include a contract provision that overrides the general applicability provisions in Form FHWA-1273, Sections IV and V.

Section 21. The Contract Work Hours and Safety Standards Act. During the construction of the PROJECT, the RECIPIENT shall comply with the Contract Work Hours and Safety Standards Act which contains weekly (after 40 hours) overtime pay requirements and applies to most Federal contracts which may require or involve the employment of laborers and mechanics, including watchmen and guards. Section 107 of the Act provides health and safety standards on covered construction work which are administered by the Occupational Safety and Health Administration (OSHA). The RECIPIENT shall refer to the Contract Work Hours and Safety Standards Act for the requirements under this provision.

Section 22. The Copeland "Anti-Kickback" Act. The RECIPIENT shall comply with the "Anti-Kickback" section of the Copeland Act, which makes it punishable to induce any person working on a Federally funded or assisted construction project to "give up any part of the compensation to which he is entitled under his contract of employment." The RECIPIENT shall refer to the Copeland Act for the requirements under this provision.

Section 23. Title VI - Civil Rights Act of 1964. The RECIPIENT shall comply with all requirements imposed by Title VI of the Civil Rights Act of 1964 (78 Stat. 252), the Regulations of the United States Department of Transportation issued thereunder (CFR Title 49, Subtitle A, Part 21), and the assurance by the RECIPIENT pursuant thereto, including prohibition regarding discrimination.

Section 24. Equal Employment Opportunity (Equal Opportunity Act of 1972). In connection with the execution of this AGREEMENT, the RECIPIENT shall take affirmative action and not discriminate against any employee or applicant for employment to ensure that applicants are employed, and that employees are fairly treated during their employment. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training including apprenticeship. The RECIPIENT shall incorporate the foregoing requirements of this paragraph in all subcontracts for services covered by this AGREEMENT.

Section 25. Non Discrimination (Executive Order 11246). Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity) is prohibited. This section applies only to contracts utilizing federal funds, in whole or in part. During the performance of this contract, the RECIPIENT agrees as follows:

- a. The RECIPIENT will not discriminate against any employee, applicant, contractor or consultant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, or age. The RECIPIENT further agrees to comply with the provisions of the Americans with Disabilities Act (ADA) 42 USC 12101 et seq, Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The RECIPIENT agrees to provide, upon request, needed reasonable accommodations. The RECIPIENT 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 RECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- b. The RECIPIENT will, in all solicitations or advertisements for work placed by or on behalf of the RECIPIENT; 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.
- c. The RECIPIENT 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 RECIPIENT's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The RECIPIENT will take such action with respect to any contract, subcontract or purchase order as the CABINET or FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance.
- d. The RECIPIENT 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.
- e. The RECIPIENT 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 the PROJECT books, records and accounts by the CABINET or FHWA and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- f. In the event of the RECIPIENT's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations or orders, this Agreement may be cancelled, terminated or suspended in whole or in part and the RECIPIENT may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and

such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.

g. The RECIPIENT will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every contract, 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 contractor, subcontractor, consultant or vendor. The RECIPIENT will take such action with respect to any contract, subcontract or purchase order as the CABINET or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a RECIPIENT becomes involved in, or is threatened with, litigation with a contractor, subcontractor or vendor as a result of such direction by the CABINET or FHWA, the RECIPIENT may request the United States to enter into such litigation to protect the interests of the United States.

Section 26. Disadvantaged Business Enterprise (DBE) Requirements. An applicant DBE firm must be given consideration for participation in the PROJECT and a DBE goal shall be set by the CABINET for work on the PROJECT. The CABINET shall review and approve the DBE goal based on CABINET processes and procedures. Any participating DBE firm must be certified as a DBE firm and be prequalified with the CABINET. The RECIPIENT agrees to comply with the DBE Requirements contained within 23 CFR 635 Subpart A, Section 1101(b) of Public Law 109-59 and 49 CFR Part 26 to ensure equal opportunity to socially and economically disadvantaged small businesses.

Assurance. The contractor, subrecipient or subcontractor shall not discriminate in the performance of this AGREEMENT. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of contracts assisted by the United States Department of Transportation. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other allowable remedy the CABINET deems appropriate. Each contract signed with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include this provision.

DBE Prompt Payment Requirement. The contract between the RECIPIENT and the contractor shall include a contract provision that requires the contractor to comply with 49 CFR 26.29 and pay its subcontractors within ten (10) working days from receipt of each payment RECIPIENT makes to the contractor. The RECIPIENT shall prohibit the contractor from withholding retainage on any subcontract on this PROJECT to ensure prompt and full payment from the contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed.

Section 27. Prohibited Interest. No member, officer, or employee of the CABINET or the RECIPIENT during his tenure or for one (1) year thereafter shall have any financial interest, direct or indirect, in this AGREEMENT or the proceeds thereof as identified in KRS 45A.340. The CABINET and the RECIPIENT shall comply with the requirements of the Executive Branch Code of Ethics KRS Chapter

11A. No member, officer, or employee of the CABINET or RECIPIENT shall collude or lobby on behalf of this PROJECT without penalty, including but not limited to suspension or debarment.

The RECIPIENT further represents that, pursuant to KRS 45A.328, they have not procured an original, subsequent, or similar contract while employing an executive agency lobbyist who was convicted of a crime related to the original, subsequent, or similar contract within five (5) years of the conviction of the lobbyist.

Section 28. Covenant Against Contingent Fees. The RECIPIENT warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the CABINET shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from the compensation, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

Section 29. Interest of Members of or Delegates to Congress. No funding has been or will be paid to a member or delegate to the Congress of the United States in connection with the awarding of this Federal contract. Nor shall any member of or delegate to the Congress of the United States receive any benefit arising out of this Federal contract.

Section 30. Standards for the Treatment of Historic Properties. Projects including but not limited to Historic preservation, impacting properties on or eligible for the National Register of Historic Places shall meet applicable Secretary of the Interior's Standards for the Treatment of Historic Properties, the Standards and Guidelines for Archeology and Historic Preservation, and all other applicable federal or state historic property requirements prior to the payment of any monies under this AGREEMENT.

Section 31. Maintenance as Public Facilities. The RECIPIENT agrees to maintain the facilities in an acceptable condition and for a public purpose in accordance with the Maintenance Plan. In addition, any applicable landscaping in any project shall be maintained in an acceptable condition to include mowing, trimming, or other maintenance. In the event that the property is not maintained as a public facility, the RECIPIENT shall reimburse the FHWA for all proceeds provided for in this PROJECT including any applicable interest, unless such change in use is approved in writing by the CABINET and FHWA, if applicable. The RECIPIENT shall obtain concurrence from the CABINET's District 7 Chief District Engineer in Lexington of a Maintenance Plan for any facilities to be constructed, prior to the awarding of any contract to construct such facilities.

Section 32. Americans with Disabilities Act. 42 USC 1201 et seq. The RECIPIENT agrees to comply with the provisions of the Americans with Disabilities Act of 1990 (ADA) and Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, and other applicable Federal regulations relating hereto, issued by the U.S. Department of Transportation. ADA prohibits discrimination against otherwise qualified individuals under any program or activity receiving Federal financial assistance covered by this AGREEMENT and imposes requirements that affect the design, construction, and maintenance of all transportation projects, to provide access to all facilities.

Section 33. Applicable Laws. This AGREEMENT shall be in accordance with the laws of the United States Department of Transportation, Federal Highway Administration, the United States of America, and the Commonwealth of Kentucky.

Section 34. Hold Harmless Clause. To the extent permitted by law, the RECIPIENT shall indemnify and hold harmless the FHWA and the CABINET and all of its officers, agents, and employees from all suits, actions, or claims of any character arising from any injuries, payments or damages received or claimed by any person, persons, or property resulting from implementation of any phase of the PROJECT or occurring on or near the PROJECT site.

Section 35. Contract Completion. The RECIPIENT is responsible for ensuring that all PROJECT construction activities have been completed and is responsible for providing all of the necessary paperwork as required by the construction contract. This involves conducting a pre-audit of all contract items and associated paperwork. When complete, the RECIPIENT's project engineer in responsible charge of the PROJECT shall notify the CABINET the PROJECT is ready for final inspection. The RECIPIENT will conduct, document and submit to the CABINET a field inspection to verify completion of the work in substantial conformance with the AGREEMENT. The RECIPIENT's project manager shall certify the PROJECT was constructed in accordance with the plans and specifications and that the contractor has paid all suppliers and subcontractors in full.

In accordance with 2 CFR 200, the RECIPIENT shall maintain all PROJECT records for three (3) years after final payment.

Section 36. Audit and Inspection. The RECIPIENT, contractor and any subcontractors shall permit the CABINET, the Comptroller General of the United States and the Secretary of the United States Department of Transportation, or their authorized representatives, to inspect and approve all phases of the PROJECT and all relevant PROJECT data and records, including any audit(s) of the RECIPIENT pertaining to the PROJECT.

The RECIPIENT hereby acknowledges its duty to the CABINET to determine whether it is subject to the Single Audit Act of 1984, P.L. 98-502, and the Single Audit Act Amendments of 1996, P.L. 104-156. The RECIPIENT shall follow 2 CFR 200. In Accordance with 2 CFR Subpart F, If the RECIPIENT has expended more than \$750,000 in Federal funding from all sources in the RECIPIENT's fiscal year, the RECIPIENT shall provide the CABINET copies of their 2 CFR 200 Subpart F audit reports within 9 months of their fiscal year end.

The RECIPIENT hereby acknowledges it is responsible to inform any entity it intends to hire or use as a contractor, as defined in KRS 45A.030(9), 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 of the contractor's books, documents, papers, records, or other evidence, which are directly pertinent to this AGREEMENT for the purpose of financial audit or program review. Furthermore, any of the contractor's books, documents, papers, records or other evidence provided to the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, or 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 were providing the service.

Section 37. Campaign Finance. The RECIPIENT shall certify that the contractor swears under the penalty of perjury, as provided by KRS 523.020, that neither he/she nor the entity 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 entity which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

Section 38. Violations. Pursuant to KRS 45A.485, the RECIPIENT shall certify that all contractors shall reveal to the CABINET any final determination of a violation within the previous five (5) year period pursuant to KRS Chapter 139, 136, 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 law, unemployment compensation law, and workers compensation insurance law, respectively.

The RECIPIENT shall certify that all contractors agree to be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 for the duration of this AGREEMENT. Failure to reveal a final determination of a violation of the referenced statutes or to comply with these statutes for the duration of this AGREEMENT shall be grounds for the cancellation of the contract or subcontract and disqualification of the contractor from eligibility for future State contracts for a period of two (2) years.

The RECIPIENT represents that pursuant to KRS 45A.607 they are not currently engaged in, and will not for the duration of the contract engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which Kentucky can enjoy open trade. Note: The term Boycott does not include actions taken for bona fide business or economic reasons, or actions specifically required by federal or state law.

Section 39. Personal Service Contracts and Memoranda of Agreement. If this AGREEMENT comes under the purview of KRS 45A.690 - 45A.725, payments on personal service contracts and memoranda of agreement shall not be authorized for services rendered after disapproval of the Government Contract Review Committee unless the decision of the committee is overridden by the Secretary of Finance and Administration Cabinet or agency head, if the agency has been granted delegation authority.

Section 40. Disputes. Any dispute concerning a question of fact in connection with the work, not disposed of by agreement between the RECIPIENT and the CABINET, shall be referred to the Secretary of the Transportation Cabinet of the Commonwealth of Kentucky, or his duly authorized representative, whose decision shall be final. Regulations concerning any claims to be filed by a contractor are referenced in 23 CFR 635.124.

Section 41. Agreement Change. Any proposed change to the Scope of Work or time extension to this AGREEMENT shall comply with 23 CFR 635.120 and 635.121 and shall be evidenced in writing at the mutual consent of the RECIPIENT and the CABINET.

Section 42. Termination. The CABINET may cancel all reimbursements under this AGREEMENT at any time deemed to be in the best interest of the CABINET by giving thirty (30) calendar days written notice of such cancellation to the RECIPIENT. If reimbursement under this AGREEMENT is canceled under this section by reason other than violation of this AGREEMENT or any applicable law by the RECIPIENT, its agents, employees and contractors, the CABINET shall reimburse the RECIPIENT according to the terms hereof for all expenses incurred under this AGREEMENT to the date of such cancellation of reimbursement. The RECIPIENT may seek to cancel its obligations under this AGREEMENT at any time deemed to be in the best interest of the RECIPIENT by giving thirty (30) calendar days written notice of such request to the CABINET. If the CABINET agrees to allow the RECIPIENT to cancel the PROJECT or cancel its obligations under this AGREEMENT, the RECIPIENT shall reimburse the CABINET for all Federal funding reimbursements made under this AGREEMENT.

Section 43. Resolution. The RECIPIENT shall pass a resolution authorizing the Mayor to sign this AGREEMENT on behalf of the RECIPIENT. An acceptable Resolution shall contain the Project name, description, amount of funds being provided and an acknowledgement that the RECIPIENT agrees to ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the AGREEMENT. Furthermore, by accepting the funds the RECIPIENT agrees to all terms and conditions stated in the AGREEMENT. A copy of the resolution shall be attached to the AGREEMENT (Attachment B) and returned to the CABINET prior to full execution of this AGREEMENT.

Section 44. Responsible Charge. The RECIPIENT shall designate a Person in Responsible Charge of this PROJECT according to the terms outlined in Attachment C. The RECIPIENT will provide the name and contact information for the Person in Responsible Charge prior to full execution of this PROJECT. The Attachment C information must be current for the RECIPIENT to be in compliance with the federal regulations and an eligible recipient of federal funds. Should a change occur, the RECIPIENT must submit a revised Attachment C within 7 days. Failure to comply can result in cancellation of the PROJECT.

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT
NEWTON PIKE EXTENSION- PHASE III SCOTT STREET CONNECTOR
ITEM NO. 07-00593.30
\$1,200,000 FEDERAL FUNDS

IN TESTIMONY WHEREOF, the parties have hereto caused this AGREEMENT to be executed upon signature by their proper officers and representatives.

COMMONWEALTH OF KENTUCKY TRANSPORTATION CABINET:

Approved as to form and legality:

Attorney

Jim Gray, Secretary


Date: _____

Date: _____

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT:

Approved as to form and legality:

Attorney



Linda Gorton, Mayor

Date: _____

Date: 12/10/2024

ATTACHMENT A SCOPE OF WORK AND BUDGET SUMMARY

Scope of Work:

RECIPIENT UEI NUMBER: VM1GLHWZXA96

This PROJECT will extend Scott St. from De Roode Street. to just south of South Broadway, reconstruct the Scott Street.-Upper Street.-South Limestone intersection, and improve the existing segment of Scott Street. between South Broadway and Upper Street. This PROJECT is included in the Lexington Area Metropolitan Planning Organization Transportation Improvement Program FY 2021-2024 and has been incorporated by reference into the Statewide Transportation Improvement Program.

This Agreement authorizes \$1,200,000 of the \$5,000,000 Congressionally Directed Funds per the 2023 Earmark, KY191 for the Design Phase of the PROJECT.

Project End Date: December 31, 2028

Budget:

		Federal Funds	Local Funds	State Match	Total
Current MOA	Design Phase Funding: RECIPIENT Program# 1858201D	\$1,200,000.00	\$300,000.00	-	\$1,500,000.00
Design Phase Total for RECIPIENT		\$1,200,000.00	\$300,000.00	-	\$1,500,000.00

All federally-funded projects are set up in phases (design, ROW, utilities, construction). No work can begin on any phase of a project until the CABINET provides a written notice to proceed for that phase. Funding for this project will be programmed with FHWA as each phase is approved. Effective December 26, 2014, FHWA requires a project end date for each federal project phase programmed. As each phase of the project is programmed with FHWA a supplemental agreement will be sent to the project sponsor to add the funding and adjust the project end date. Any expenditure incurred by the project sponsor after the end date will not be eligible for reimbursement. If the project sponsor requires an extension, they must notify the Administering Office thirty (30) days before the project end date.

Estimated Future Phases:

		Federal Funds	Fiscal Year
Estimated	Right of Way	\$13,000,000	2026
	Utilities	\$6,000,000	2027
	Construction	\$21,000,000	2029

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT
NEWTON PIKE EXTENSION- PHASE III SCOTT STREET CONNECTOR
ITEM NO. 07-00593.30
\$1,200,000 FEDERAL FUNDS


ATTACHMENT B

ATTACH A RESOLUTION HERE


**ATTACHMENT C
PERSON IN RESPONSIBLE CHARGE**

Upon federal-aid project delegation to the RECIPIENT by the CABINET, the undersigned hereby certifies the following, to the best of his or her knowledge and belief, on behalf of the RECIPIENT:

1. Pursuant to 23 CFR 635.105(c) (4), the RECIPIENT acting as a subrecipient of federal transportation funds must provide an employee of that agency, who is available full time, to be in responsible charge of the PROJECT. The individual in responsible charge of the PROJECT is held accountable for ensuring that all applicable Federal and State regulations are followed on the PROJECT. This person will have the authority and resources to manage the PROJECT and will be the primary point of contact with the CABINET. This person may be the project engineer provided that the project engineer is a full-time employee of the RECIPIENT. If the project engineer is a consultant, the person in responsible charge must be a full-time employee of the RECIPIENT.
2. The undersigned and the designated RECIPIENT's person in responsible charge of this PROJECT has read and understands the contract administration and inspection responsibilities described in the CABINET's *Federal-Aid Highway Program Project Development Guide for Local Public Agencies* (LPA Guide).
3. The undersigned will carry out this PROJECT in accordance with the applicable Federal and State laws and associated regulations identified in the LPA Guide.
4. The undersigned will enforce compliance with the above-mentioned laws, regulations, policies, and guidelines by its consultants, contractors, and subcontractors.
5. The undersigned certifies the designated person in responsible charge will:
 - Have the ability to visit the PROJECT or attend meetings related to the PROJECT as needed.
 - Be responsible for ensuring that the PROJECT is delivered on time in accordance with established milestones and the terms of the contract between the RECIPIENT and the CABINET.
6. In accordance with the requirements outlined above, RECIPIENT has selected the following individual as the person in responsible charge for the PROJECT:

Name: <u>THOMAS CLEMENTS</u>	Position with RECIPIENT: <u>MUNICIPAL ENGINEER SR.</u>
E-mail: <u>TCLEMENTS@LEXINGTONKY.GOV</u>	Phone: <u>859-258-3416</u>
Signature: <u></u>	

7. Should the RECIPIENT require a change to the Person in Responsible Charge, they will notify the CABINET, designate a new Person in Responsible Charge, and resubmit the Attachment C within 7 days of the change. The new Attachment C will be incorporated into this Agreement upon approval by the CABINET.


Linda Gorton, Mayor

12/10/2024
Date





Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 1192-24

File ID: 1192-24

Type: Resolution

Status: Approved

Version: 2

Contract #:

In Control: Urban County
Council

File Created: 11/20/2024

Final Action: 12/05/2024

File Name: Request Council authorization to execute Contract Modification No. 17 with Stantec Consulting Services for additional design services for Phase III of the Newtown Pike Extension Project. This contract modification is for \$1,469,422.00 and will increase th

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute Amendment No. 17 to the Contract with Stantec Consulting Services, Inc. (formerly known as Entran, PLC, formerly known as American Consulting Engineers, PLC) for professional services for the Newtown Pike Extension Project, increasing the Contract price by the sum of \$1,469,422.00, from \$10,614,807.39 to \$12,084,229.39. [Div. of Engineering, Burton]

Notes:

Sponsors:

Enactment Date: 12/05/2024

Attachments: 25- Blue Sheet Memo NPE Phase III CM No. 17, BA 13403, NPE Phase III CM No. 17 (Signed), Stantec COI, Resolution 315-2015, RESO 1192-24- Contract mod 17 with Stantec 4904-4231-8850 v.1.doc, R-625-2024

Enactment Number: R-625-2024

Deed #:

Hearing Date:

Drafter: Ersula Killens

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	Urban County Council Work Session	12/03/2024	Approved and Referred to Docket	Urban County Council	12/03/2024		Pass
2	Urban County Council	12/03/2024	Received First Reading	Urban County Council	12/05/2024		
2	Urban County Council	12/05/2024	Approved				Pass

Text of Legislative File 1192-24

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute Amendment No. 17 to the Contract with Stantec Consulting Services, Inc. (formerly known as Entran, PLC, formerly known as American Consulting Engineers, PLC) for professional services for the Newtown Pike Extension Project, increasing the Contract price by the sum of \$1,469,422.00, from \$10,614,807.39 to \$12,084,229.39. [Div. of Engineering, Burton]

Summary

Authorization to execute Contract Modification No. 17 with Stantec Consulting Services for additional design services for Phase III of the Newtown Pike Extension Project. This Contract Modification is for \$1,469,422.00 and will increase the Contract amount to \$12,084,229.39. Budget amendment in process. (L1192-24) (Burton/Albright)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Evan Thompson, 11/12/2024

Risk Management: No

Fully Budgeted: Budget amendment is in process.

Account Number: 3160-303202-3251-91715

This Fiscal Year Impact: \$ 1,469,422.00

Annual Impact: \$0

Project: NEWTOWNPK_2025

Activity: DESIGN

Budget Reference: 2025

Current Balance:



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

**FROM: THERESA REYNOLDS, DIRECTOR
DIVISION OF GRANTS AND SPECIAL PROGRAMS**

DATE: NOVEMBER 18, 2024

**SUBJECT: Newtown Pike Extension Project Phase III (Scott St. Connector)
Engineering Services Contract Modification No. 17
Contract No. 4661**

Request: Council authorization to execute Contract Modification No. 17 with Stantec Consulting Services for additional design services for Phase III of the Newtown Pike Extension Project. This contract modification is for \$1,469,422.00 and will increase the contract amount to \$12,084,229.39.

Purpose of Request: The LFUCG Division of Engineering needs this action for preliminary design of the Scott St.-Upper St.-S. Limestone intersection and final design of the Scott St. extension from De Roode St. to Upper St.

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

The cost for this FY is: \$1,469,422.00

The cost for future FY is: N/A

Are the funds budgeted? Budget amendment is in process.

File Number: 1192-24

Director/Commissioner: Burton/Albright





Search in Menu



LFUCG Budget Amendment Request Form

[New Window](#) | [Help](#) | [Personalize Pag](#)

Requester: Moore,Celia E Date: 11/22/2024 Status: Pending Approval Amend Nbr: 13403

Business Unit: LFUCG Journal Date: 11/22/2024 Budget Period: 2025 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	3160	303202	3251	91715	Construction-Street	1,500,000.00	035224	055143	
▼ Revenue Accounts									
Personalize Find View All									
First ◀ 1-2 of 2 ▶ Last									
	Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID
1	3160	303202	3251	44010	Intergovernmental - Federal	1,200,000.00	035224	055143	
2	3160	303202	3251	45915	Transfer From Municipal Aid	300,000.00	035224	055143	

▶ Personnel, Operating & Capital Accounts

▶ Revenue Accounts

Comments:

To establish grant budget for Kentucky Transportation Cabinet award for Phase III design for Newtown Pike Extension Project (NEWTOWNPK_2025)

Net Amend Amt: 0.00

Submit for Approval

Page 1 of 2

17

17

\$1,469,422.00

625.04%

(Mayor or CAO) Date _____

JUSTIFICATION FOR CHANGE

PROJECT: Netwon Pike Extension Phase III

CONTRACT NO.: 4661

CONTRACT MOD: 17

1. Necessity for change: To perform preliminary design of the Scott St.-Upper St.-S. Limestone intersection and final design of the Scott St. extension from De Roode St. to Upper St.
2. Is proposed change an alternate bid? ___Yes XNo
3. Will proposed change alter the physical size of the project? ___Yes XNo
If "Yes", explain.
4. Effect of this change on other prime contractors: N/A
5. Has consent of surety been obtained? ___Yes XNot Necessary
6. Will this change affect expiration or extent of insurance coverage? XYes ___No
If "Yes", will the policies be extended? XYes ___No
7. Effect on operation and maintenance costs: N/A
8. Effect on contract completion date: Completion date will be extended 520 days from issuance of Notice to Proceed. See Attachment A for additional details.

Mayor_____
Date

CONTRACT HISTORY FORM

CM #17

Project Name Newtown Pike Extension - Phase III (Scott St. Connector)
Contractor: Stantec Consulting Services Inc.
Contract Number and Date: 4661 October 11, 2001
Responsible LFUCG Division: Engineering

CONTRACT AND MODIFICATION DETAILS

A. Original Contract Amount:	\$	<u>1,666,698.99</u>	
Next Lowest Bid Amount:		<u>NA</u>	
B. Amount of Selected Alternate or Phase:	\$	<u></u>	
C. Cumulative Amount of All Previous Alternates or Phases:	\$	<u></u>	
D. Amended Contract Amount:	\$	<u>1,666,698.99</u>	
E. Cumulative Amount of All Previous Change Orders:	\$	<u>8,948,108.40</u>	<u>536.9%</u> (Line E / Line D)
F. Amount of This Change Order:	\$	<u>1,469,422.00</u>	<u>88.2%</u> (Line F / Line D)
G. Total Contract Amount:	\$	<u>12,084,229.39</u>	

SIGNATURES

Project Manager:



Date: 10-30-24

Reviewed by:



Date: 10/30/24

Division Director:



Date: 10/31/24



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/1/2025

4/25/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME: PHONE (A/C. No. Ext): E-MAIL ADDRESS:	FAX (A/C. No):
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Travelers Property Casualty Company of America		25674
INSURER B: Berkshire Hathaway Specialty Insurance Company		22276
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 14193567**REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL/CROSS <input checked="" type="checkbox"/> XCU COVERED GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	N	N	47 - GLO-307584	5/1/2024	5/1/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	TC2J - CAP - 8E086819 (AOS) TJ - BAP - 8E086820	5/1/2024 5/1/2024	5/1/2025 5/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	47 - UMO-307585	5/1/2024	5/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
A A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N	UB - 3P635310 (AOS) UB - 3P533004 (MA, WI) EXCEPT FOR OH ND WA WY	5/1/2024 5/1/2024	5/1/2025 5/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
TO WHOM IT MAY CONCERN.

CERTIFICATE HOLDER**CANCELLATION** See Attachment

14193567
TO WHOM IT MAY CONCERN

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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RESOLUTION NO. 315 -2015

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AMENDMENT NO. 16 TO THE CONTRACT WITH STANTEC CONSULTING SERVICES, INC. (FORMERLY KNOWN AS ENTRAN, PLC, FORMERLY KNOWN AS AMERICAN CONSULTING ENGINEERS, PLC) FOR PROFESSIONAL SERVICES FOR THE NEWTOWN PIKE EXTENSION PROJECT, INCREASING THE CONTRACT PRICE BY THE SUM OF \$1,109,906.00 FROM \$9,504,901.39 TO \$10,614,807.39.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute Amendment No. 16, which is attached hereto and incorporated herein by reference, to the Contract with Stantec Consulting Services, Inc. (formerly known as Entran, formerly known as American Consulting Engineers, PLC) for professional services for the Newtown Pike Extension Project, increasing the contract price by the sum of \$1,109,906.00 from \$9,504,901.39 to \$10,614,807.39.

Section 2 - That an amount, not to exceed the sum of \$1,109,906.00, be and hereby is approved for payment to Stantec Consulting Services, Inc. (formerly known as Entran, formerly known as American Consulting Engineers, PLC) from account #3160-303202-91715, pursuant to the terms of the Amendment.

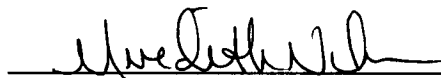
Section 3 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: June 11, 2015

MAYOR



ATTEST:



CLERK OF URBAN COUNTY COUNCIL

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AMENDMENT NO. 17 TO THE CONTRACT WITH STANTEC CONSULTING SERVICES, INC. (FORMERLY KNOWN AS ENTRAN, PLC, FORMERLY KNOWN AS AMERICAN CONSULTING ENGINEERS, PLC) FOR PROFESSIONAL SERVICES FOR THE NEWTOWN PIKE EXTENSION PROJECT, INCREASING THE CONTRACT PRICE BY THE SUM OF \$1,469,422.00, FROM \$10,614,807.39 TO \$12,084,229.39.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute Amendment No. 17, which is attached hereto and incorporated herein by reference, to the Contract with Stantec Consulting Services, Inc. (formerly known as Entran, formerly known as American Consulting Engineers, PLC) for professional services for the Newtown Pike Extension Project, increasing the contract price by the sum of \$1,469,422.00, from \$10,614,807.39 to \$12,084,229.39.

Section 2 - That an amount, not to exceed the sum of \$1,469,422.00, be and hereby is approved for payment to Stantec Consulting Services, Inc. (formerly known as Entran, formerly known as American Consulting Engineers, PLC) from account # 3160-303202-3251-91715, pursuant to the terms of the Amendment and contingent upon the approval of a pending budget amendment.

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

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
1192-24:EPT_4904-4231-8850, v. 1

RESOLUTION NO. 625 - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AMENDMENT NO. 17 TO THE CONTRACT WITH STANTEC CONSULTING SERVICES, INC. (FORMERLY KNOWN AS ENTRAN, PLC, FORMERLY KNOWN AS AMERICAN CONSULTING ENGINEERS, PLC) FOR PROFESSIONAL SERVICES FOR THE NEWTOWN PIKE EXTENSION PROJECT, INCREASING THE CONTRACT PRICE BY THE SUM OF \$1,469,422.00, FROM \$10,614,807.39 TO \$12,084,229.39.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute Amendment No. 17, which is attached hereto and incorporated herein by reference, to the Contract with Stantec Consulting Services, Inc. (formerly known as Entran, formerly known as American Consulting Engineers, PLC) for professional services for the Newtown Pike Extension Project, increasing the contract price by the sum of \$1,469,422.00, from \$10,614,807.39 to \$12,084,229.39.

Section 2 - That an amount, not to exceed the sum of \$1,469,422.00, be and hereby is approved for payment to Stantec Consulting Services, Inc. (formerly known as Entran, formerly known as American Consulting Engineers, PLC) from account # 3160-303202-3251-91715, pursuant to the terms of the Amendment and contingent upon the approval of a pending budget amendment.

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

PASSED URBAN COUNTY COUNCIL: December 5, 2024

Linda Gorton

MAYOR

ATTEST:

[Signature]

CLERK OF URBAN COUNTY COUNCIL

1192-24:EPT_4904-4231-8850, v. 1



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 1193-24

File ID: 1193-24

Type: Resolution

Status: Approved

Version: 1

Contract #:

In Control: Urban County
Council

File Created: 11/20/2024

File Name: AFG Vehicle Grant 2024

Final Action: 12/05/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute and submit a Grant Application to the U.S. Dept. of Homeland Security, to provide any additional information requested in connection with this Grant Application, and to accept this Grant if awarded, which Grant funds are in the amount of \$600,000 in Federal funds under the FEMA 2024 Assistance to Firefighters Grant Program, to acquire a boat or brush trucks, the acceptance of which obligates the Urban County Government to the expenditure of \$60,000 as a local match, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Fire and Emergency Management, Wells]

Notes:

Sponsors:

Enactment Date: 12/05/2024

Attachments: AFG Vehicle Grant Blue Sheet Memo_112024,
1193-24 fema grant 4905-1843-6865 v.1.docx,
R-626-2024

Enactment Number: R-626-2024

Deed #:

Hearing Date:

Drafter: Tammy James

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	12/03/2024	Approved and Referred to Docket	Urban County Council	12/03/2024		Pass
1	Urban County Council	12/03/2024	Received First Reading	Urban County Council	12/05/2024		
1	Urban County Council	12/05/2024	Approved				Pass

Text of Legislative File 1193-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute and submit a Grant Application to the U.S. Dept. of Homeland

Security, to provide any additional information requested in connection with this Grant Application, and to accept this Grant if awarded, which Grant funds are in the amount of \$600,000 in Federal funds under the FEMA 2024 Assistance to Firefighters Grant Program, to acquire a boat or brush trucks, the acceptance of which obligates the Urban County Government to the expenditure of \$60,000 as a local match, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Fire and Emergency Management, Wells]

Summary

Authorization to apply for and accept, if awarded, the FEMA 2024 Assistance to Firefighters Grant Program. Requesting federal funding for \$600,000 to acquire a boat or brush trucks.

The Grant requires a 10% match of \$60,000. (L1193-24) (Wells/Armstrong)

Budgetary Implications: Yes

Advance Document Review:

Law: N/A

Risk Management: N/A

Fully Budgeted: A Budget amendment will be completed if approved.

\$60,000 match is Budgeted

Account Number:

This Fiscal Year Impact: \$

Annual Impact: \$

Project:

Activity:

Budget Reference:

Current Balance: BA will be completed if approved.



TO: Mayor Linda Gorton

FROM: Jason G. Wells, Fire Chief

DATE: November 20, 2024

SUBJECT: Submission of AFG Vehicle grant For the Division of Fire & Emergency Services

Request: Council authorization to apply for and accept, if awarded, the FEMA (Federal Emergency Management Association) 2024 Assistance to Firefighters Grant (AFG) Program requesting federal funding for \$600,000 to acquire a boat or brush trucks.

Purpose of Request: FEMA has determined that acquiring essential equipment, such as emergency vehicles, meets national, state, or DHS-adopted standards and enhances response capabilities is a high priority per the 2024 AFG Notice of Funding Opportunity. The Lexington Fire Department ensures rapid and efficient emergency response throughout Fayette County. The opportunity to apply for this grant will help cover the costs of acquiring a new emergency vehicle, ensuring we maintain the highest level of service for the residents of Fayette County. This grant would allow us to reallocate funds spent on vehicle maintenance, directly supporting the department's mission and improving overall operational efficiency.

What is the cost in this budget year and future budget years? If the grant is approved, a 10% match of \$60,000 is required to match the \$600,000 federal award.

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

Director/Commissioner: Wells/Armstrong



RESOLUTION NO. ____-2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AND SUBMIT A GRANT APPLICATION TO THE U.S. DEPARTMENT OF HOMELAND SECURITY, TO PROVIDE ANY ADDITIONAL INFORMATION REQUESTED IN CONNECTION WITH THIS GRANT APPLICATION, AND TO ACCEPT THIS GRANT IF AWARDED, WHICH GRANT FUNDS ARE IN THE AMOUNT OF \$600,000.00 IN FEDERAL FUNDS UNDER THE FEMA 2024 ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM, TO ACQUIRE A BOAT OR BRUSH TRUCKS, THE ACCEPTANCE OF WHICH OBLIGATES THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF \$60,000.00 AS A LOCAL MATCH, AND AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute and submit a Grant Application, which is attached hereto and incorporated herein by reference, to the U.S. Department of Homeland Security, to provide any additional information requested in connection with this Grant Application, and to accept this Grant if awarded, which Grant funds are in the amount of \$600,000.00 in federal funds, under the 2024 FEMA Assistance to Firefighters Grant Program, to acquire a boat or brush trucks, the acceptance of which obligates the Urban County Government to the expenditure of \$60,000.00 as a local match.

Section 2 – That subject to the provisions of Section 7-48 of the Lexington-Fayette Urban County Government Code of Ordinances, the Mayor is hereby authorized, in her discretion as Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or capital account appropriation within the Grant budget previously established for this Grant.

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

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
1193-24:MRS:4905-1843-6865, v. 1

RESOLUTION NO. 626 -2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AND SUBMIT A GRANT APPLICATION TO THE U.S. DEPARTMENT OF HOMELAND SECURITY, TO PROVIDE ANY ADDITIONAL INFORMATION REQUESTED IN CONNECTION WITH THIS GRANT APPLICATION, AND TO ACCEPT THIS GRANT IF AWARDED, WHICH GRANT FUNDS ARE IN THE AMOUNT OF \$600,000.00 IN FEDERAL FUNDS UNDER THE FEMA 2024 ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM, TO ACQUIRE A BOAT OR BRUSH TRUCKS, THE ACCEPTANCE OF WHICH OBLIGATES THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF \$60,000.00 AS A LOCAL MATCH, AND AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute and submit a Grant Application, which is attached hereto and incorporated herein by reference, to the U.S. Department of Homeland Security, to provide any additional information requested in connection with this Grant Application, and to accept this Grant if awarded, which Grant funds are in the amount of \$600,000.00 in federal funds, under the 2024 FEMA Assistance to Firefighters Grant Program, to acquire a boat or brush trucks, the acceptance of which obligates the Urban County Government to the expenditure of \$60,000.00 as a local match.

Section 2 – That subject to the provisions of Section 7-48 of the Lexington-Fayette Urban County Government Code of Ordinances, the Mayor is hereby authorized, in her discretion as Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or capital account appropriation within the Grant budget previously established for this Grant.

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

PASSED URBAN COUNTY COUNCIL: December 5, 2024

Linda Gorton

MAYOR

ATTEST:

[Signature]

CLERK OF URBAN COUNTY COUNCIL

1193-24:MRS:4905-1843-6865, v. 1



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 1194-24

File ID: 1194-24

Type: Resolution

Status: Approved

Version: 2

Contract #: 363-2024

In Control: Urban County
Council

File Created: 11/20/2024

Final Action: 12/05/2024

File Name: Request Council authorization execute an
Amendment No. 2 to the Garden Meadows
Homeowners Association Neighborhood Action
Match agreement providing an extension of the
project to December 31, 2024 at no additional cost.

Title: A Resolution authorizing and directing the Mayor on behalf of the Urban
County Government, to execute a Second Amendment to the Garden
Meadows Homeowners Association Neighborhood Action Match
Agreement to extend the period of performance to June 30, 2025, at no
additional expense to the Urban County Government. [Div. of Grants and
Special Programs, Reynolds]

Notes: Signed and CILOO filed in the CCO. Returned to Celia Moore 12/10/2024. MS

Sponsors:

Enactment Date: 12/05/2024

Attachments: 25-Blue Sheet Memo Garden Meadows HOA
Extension #2, NAMP Amendment No. 2 - Garden
Meadows HOA - Unsigned, Baker Cemetery Fence
Signed Contract Email from Tom, RE_ Garden
Meadows Homeowner's Association, INC. - NAMP
Grant Reimbursement Request - 6 mos.
EXTENSION REQUEST, RESO 1194-24
4934-0663-6802 v.1.docx, R-627-2024, Contract
#363-2024

Enactment Number: R-627-2024

Deed #:

Hearing Date:

Drafter: Ersula Killens

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	Urban County Council Work Session	12/03/2024	Approved and Referred to Docket	Urban County Council	12/03/2024		Pass
2	Urban County Council	12/03/2024	Received First Reading	Urban County Council	12/05/2024		
2	Urban County Council	12/05/2024	Approved				Pass

Text of Legislative File 1194-24

Title

A Resolution authorizing and directing the Mayor on behalf of the Urban County Government, to execute a Second Amendment to the Garden Meadows Homeowners Association Neighborhood Action Match Agreement to extend the period of performance to June 30, 2025, at no additional expense to the Urban County Government. [Div. of Grants and Special Programs, Reynolds]

Summary

Authorization execute Amendment No. 2 to the Garden Meadows Homeowners Association Neighborhood Action Match Agreement providing an extension of the project to June 30, 2025 at no additional cost. No Budgetary impact. (L1194-24) (Reynolds/Lanter)

Budgetary Implications: NO

Advance Document Review:

Law: Yes, Completed by William Razor, 11/20/2024

Risk Management: No

Fully Budgeted: Yes, funds are previously Budgeted.

Account Number: 1101-160202-1427-71299

This Fiscal Year Impact: \$0

Annual Impact: \$0

Project:

Activity:

Budget Reference:

Current Balance:



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

**FROM: THERESA REYNOLDS, DIRECTOR
DIVISION OF GRANTS AND SPECIAL PROGRAMS**

DATE: NOVEMBER 19, 2024

SUBJECT: Amendment No. 2 to the agreement with Garden Meadows Homeowners Association, Inc. under the Neighborhood Action Match Program

Request: Council Authorization to execute an Amendment No. 2 to the Garden Meadows Homeowners Association Neighborhood Action Match agreement providing an extension of the project to June 30, 2025 at no additional cost.

Purpose of Request: On July 2, 2024 (Resolution 357-2024), Council approved to execute amendment to Neighborhood Action Match Program agreement with Garden Meadows Homeowners Association to extend period of performance to December 1, 2024. On September 22, 2022 (Resolution 557-2022), Council authorized the award of \$8,000 in Neighborhood Action Match Program funds to the Garden Meadows Homeowners Association, Inc. to build a fence in the neighborhood cemetery, adding foliage to the cemetery, placing signs at the entrance of the neighborhood “Deed Restricted Community”, and enhancing the appearance of the main entrance by repainting the neighborhood sign.

Garden Meadows Homeowners Association requests an extension to June 30, 2025 due to on-going weather related setbacks with contractors.

Cost in this Budget year: N/A

Are the funds budgeted? Yes, funds are previously budgeted.

File Number: 1194-24

Director/Commissioner: Reynolds/Lanter



**GRANT AGREEMENT
AMENDMENT NO. 2**

THIS GRANT AGREEMENT (“Contract”) AMENDMENT is made and entered into this ____ day of _____, 2024, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT** (hereinafter referred to as "Government"), an urban county government of the Commonwealth of Kentucky, on behalf of its Division of Grants and Special Programs, and **Garden Meadows Homeowners Association, Inc.** (hereinafter "Association"), a non-profit corporation created pursuant to KRS Chapter 273, with offices located in Lexington, Kentucky.

W I T N E S S E T H:

WHEREAS, the parties hereto have previously entered into a contract dated October 18, 2022 under the terms of which the Government granted to the Association \$8,000 to build a fence in the neighborhood cemetery, adding foliage to the hill in the cemetery, adding “Deed Restricted Community” signs to the entrance of the neighborhood, and to enhance the appearance of the main entrance by repainting the neighborhood sign and upgrading the overall appeal of the focal point of the neighborhood upon entrance; and

WHEREAS, the parties wish to modify the contract;

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto agree as follows:

The Government hereby amends period of performance to extend the agreement through June 30, 2025.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGES TO FOLLOW

**LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT**

BY: _____
LINDA GORTON, MAYOR

ATTEST:

CLERK, URBAN COUNTY COUNCIL

**GARDEN MEADOWS HOMEOWNERS
ASSOCIATION**

BY: _____

TITLE: _____

adkinspm@outlook.com

From: Thomas Dostart <tom.dostart@yahoo.com>
Sent: Friday, October 25, 2024 12:41 PM
To: mike adkins
Subject: Re: Baker

Laura, this looks fine for my signature. Please obtain Baker's signature and fully signed copies of the contract for us, and deliver our 60% deposit today so Baker can order the fence and do the work before Nov. 30. Please also submit our first request for partial reimbursement from the City of Lexington before our grant money expires Nov. 30. Thanks! Tom

On Friday, October 25, 2024 at 12:37:31 PM EDT, mike adkins <adkinspm@outlook.com> wrote:

From: mike adkins <adkinspm@outlook.com>
Sent: Friday, October 25, 2024 12:35 PM
To: mike adkins <adkinspm@outlook.com>; Tom Dostart (GM) <tom.dostart@yahoo.com>
Cc: mike adkins <adkinspm@outlook.com>
Subject: RE: Baker

From: mike adkins <adkinspm@outlook.com>
Sent: Friday, October 25, 2024 12:33 PM
To: Tom Dostart (GM) <tom.dostart@yahoo.com>
Cc: mike adkins <adkinspm@outlook.com>
Subject: Baker

See attached and let me know if you wish to use this as your signature.

Thank you,

Laura Newsome

Adkins Property Management, LLC

From: [William Razor](#)
To: [Celia Moore](#)
Subject: RE: Garden Meadows Homeowner's Association, INC. - NAMP Grant Reimbursement Request - EXTENSION REQUEST
Date: Friday, November 22, 2024 8:53:26 AM
Attachments: [image006.png](#)
[image007.png](#)
[image008.png](#)
[image009.png](#)
[image010.png](#)
[image011.png](#)
[image012.png](#)

Celia,

Yes, I believe that update is acceptable to be added to the contract and Legistar file.

Thanks,

William D. Razor
Attorney
Department of Law

(859) 258-3518 office
wrazor@lexingtonky.gov



From: Celia Moore <cmoore@lexingtonky.gov>
Sent: Friday, November 22, 2024 8:49 AM
To: William Razor <wrazor@lexingtonky.gov>
Subject: FW: Garden Meadows Homeowner's Association, INC. - NAMP Grant Reimbursement Request - EXTENSION REQUEST

Good morning William,

The Garden Meadows HOA ask to extend to June 30, 2025 instead of December 31, 2024 due to anticipated weather. (See below) Is this ok to update in contract and Legistar file 1194-24?

Celia Moore
Grants Manager
Grants & Special Programs

859.258.3070 office
lexingtonky.gov



1775 - 2025

From: mike adkins <adkinspm@outlook.com>
Sent: Thursday, November 21, 2024 3:37 PM
To: Celia Moore <cmoore@lexingtonky.gov>
Cc: Shayla Lynch <slynch@lexingtonky.gov>; mike adkins <adkinspm@outlook.com>
Subject: RE: Garden Meadows Homeowner's Association, INC. - NAMP Grant Reimbursement Request - EXTENSION REQUEST

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

Good afternoon,

The Garden Meadows HOA is requesting an extension. The contractor is no longer able to get the type of fence in that the board has chosen. The Board decided on a different style that they already have in stock and should be delivered by December 15, 2024. Due to the weather, we are requesting an extension of 6 months in case of bad weather in December. I have sent in the signed contract and half down has been paid. Unfortunately, we are at the mercy of suppliers and Kentucky weather. We appreciate your consideration and look forward to hearing from you.

Thank you,

Laura Newsome

Adkins Property Management, LLC
859-494-8995

From: Celia Moore <cmoore@lexingtonky.gov>
Sent: Friday, November 8, 2024 12:56 PM
To: mike adkins <adkinspm@outlook.com>
Cc: Shayla Lynch <slynch@lexingtonky.gov>
Subject: RE: Garden Meadows Homeowner's Association, INC. - NAMP Grant Reimbursement Request - EXTENSION REQUEST

I'm preparing the amendment for the extension has to go through Council approval and it will be beginning of December.

Celia Moore
Grants Manager
Grants & Special Programs

859.258.3070 office
lexingtonky.gov



1775 - 2025

From: mike adkins <adkinspm@outlook.com>
Sent: Friday, November 8, 2024 12:51 PM
To: Celia Moore <cmoore@lexingtonky.gov>
Cc: Shayla Lynch <slynch@lexingtonky.gov>; mike adkins <adkinspm@outlook.com>
Subject: RE: Garden Meadows Homeowner's Association, INC. - NAMP Grant Reimbursement Request - EXTENSION REQUEST

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

Thank you so much, when will we know if we are granted the extension?

Thank you,

Laura Newsome

Adkins Property Management, LLC
859-494-8995

From: Celia Moore <cmoore@lexingtonky.gov>
Sent: Friday, November 8, 2024 12:41 PM

To: mike adkins <adkinspm@outlook.com>

Cc: Shayla Lynch <slynch@lexingtonky.gov>

Subject: RE: Garden Meadows Homeowner's Association, INC. - NAMP Grant Reimbursement Request - EXTENSION REQUEST

Grants will work to get approved by Council to extend until December 31, 2024.

Celia Moore
Grants Manager
Grants & Special Programs

859.258.3070 office
lexingtonky.gov



1775 - 2025

From: mike adkins <adkinspm@outlook.com>

Sent: Friday, November 8, 2024 12:36 PM

To: Celia Moore <cmoore@lexingtonky.gov>

Cc: Shayla Lynch <slynch@lexingtonky.gov>; mike adkins <adkinspm@outlook.com>

Subject: RE: Garden Meadows Homeowner's Association, INC. - NAMP Grant Reimbursement Request - EXTENSION REQUEST

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

If we could get it extended to December 31st we would appreciate it. I have attached the signed contract for the cemetery fence. I will send the cleared check soon.

Thank you,

Laura Newsome

Adkins Property Management, LLC
859-494-8995

From: Celia Moore <cmoore@lexingtonky.gov>

Sent: Friday, November 8, 2024 12:00 PM

To: mike adkins <adkinspm@outlook.com>

Cc: Shayla Lynch <slynch@lexingtonky.gov>

Subject: RE: Garden Meadows Homeowner's Association, INC. - NAMP Grant Reimbursement Request - EXTENSION REQUEST

Laura,

NAMP contract had been extended to December 1st, so you need until December 31, 2024 now. And yes please send documentation.

Celia Moore
Grants Manager
Grants & Special Programs

859.258.3070 office
lexingtonky.gov



1775 - 2025

From: mike adkins <adkinspm@outlook.com>
Sent: Friday, November 8, 2024 11:57 AM
To: Celia Moore <cmoore@lexingtonky.gov>
Cc: Shayla Lynch <slynch@lexingtonky.gov>; mike adkins <adkinspm@outlook.com>
Subject: RE: Garden Meadows Homeowner's Association, INC. - NAMP Grant Reimbursement Request - EXTENSION REQUEST

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

Celia,

If we could have until the end of December that would be fantastic. We are hoping to be finished before then, but the materials for the cemetery fence are taking some time to come in. Would you like me to send the contract along with the copy of the check that we have put as downpayment?

Thank you,

Laura Newsome

Adkins Property Management, LLC
859-494-8995

From: Celia Moore <cmoore@lexingtonky.gov>
Sent: Friday, November 8, 2024 11:22 AM
To: mike adkins <adkinspm@outlook.com>
Cc: Shayla Lynch <slynch@lexingtonky.gov>
Subject: RE: Garden Meadows Homeowner's Association, INC. - NAMP Grant Reimbursement Request - EXTENSION REQUEST

Laura,

Please send in writing reason for delay and the need for an extension also include how long of an extension is needed.

Thank you,

Celia Moore
Grants Manager
Grants & Special Programs

859.258.3070 office
lexingtonky.gov



1775 - 2025

From: mike adkins <adkinspm@outlook.com>
Sent: Thursday, November 7, 2024 3:40 PM
To: Celia Moore <cmoore@lexingtonky.gov>
Cc: Shayla Lynch <slynch@lexingtonky.gov>; mike adkins <adkinspm@outlook.com>
Subject: FW: Garden Meadows Homeowner's Association, INC. - NAMP Grant Reimbursement Request - EXTENSION REQUEST

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

RESOLUTION NO. _____-2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A SECOND AMENDMENT TO THE GARDEN MEADOWS HOMEOWNERS ASSOCIATION NEIGHBORHOOD ACTION MATCH AGREEMENT TO EXTEND THE PERIOD OF PERFORMANCE TO JUNE 30, 2025, AT NO ADDITIONAL EXPENSE TO THE URBAN COUNTY GOVERNMENT.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute a second amendment to the Garden Meadows Homeowners Association Neighborhood Action Match Agreement to extend the period of performance to June 30, 2025, at no additional expense to the Urban County Government.

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

1194-24:WDR:4934-0663-6802, v. 1

RESOLUTION NO. 627 -2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A SECOND AMENDMENT TO THE GARDEN MEADOWS HOMEOWNERS ASSOCIATION NEIGHBORHOOD ACTION MATCH AGREEMENT TO EXTEND THE PERIOD OF PERFORMANCE TO JUNE 30, 2025, AT NO ADDITIONAL EXPENSE TO THE URBAN COUNTY GOVERNMENT.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute a second amendment to the Garden Meadows Homeowners Association Neighborhood Action Match Agreement to extend the period of performance to June 30, 2025, at no additional expense to the Urban County Government.

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

PASSED URBAN COUNTY COUNCIL: December 5, 2024



MAYOR

ATTEST:



CLERK OF URBAN COUNTY COUNCIL

1194-24:WDR:4934-0663-6802, v. 1

**GRANT AGREEMENT
AMENDMENT NO. 2**

THIS GRANT AGREEMENT ("Contract") AMENDMENT is made and entered into this ____ day of _____, 2024, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT** (hereinafter referred to as "Government"), an urban county government of the Commonwealth of Kentucky, on behalf of its Division of Grants and Special Programs, and **Garden Meadows Homeowners Association, Inc.** (hereinafter "Association"), a non-profit corporation created pursuant to KRS Chapter 273, with offices located in Lexington, Kentucky.

WITNESSETH:

WHEREAS, the parties hereto have previously entered into a contract dated October 18, 2022 under the terms of which the Government granted to the Association \$8,000 to build a fence in the neighborhood cemetery, adding foliage to the hill in the cemetery, adding "Deed Restricted Community" signs to the entrance of the neighborhood, and to enhance the appearance of the main entrance by repainting the neighborhood sign and upgrading the overall appeal of the focal point of the neighborhood upon entrance; and

WHEREAS, the parties wish to modify the contract;

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto agree as follows:

The Government hereby amends period of performance to extend the agreement through June 30, 2025.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGES TO FOLLOW

**LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT.**

Linda Gorton

BY: _____
LINDA GORTON, MAYOR

ATTEST:

[Signature]

CLERK, URBAN COUNTY COUNCIL

**GARDEN MEADOWS HOMEOWNERS
ASSOCIATION**

BY: *[Signature]* _____

TITLE: *President* _____



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 1195-24

File ID: 1195-24

Type: Resolution

Status: Approved

Version: 1

Contract #: 043-2023

In Control: Urban County
Council

File Created: 11/20/2024

File Name: Contract Modification – Legacy Business Park

Final Action: 12/05/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Contract Modification No. 4 to the Agreement with Gresham Smith for expanded services on the Phase III Archaeological Data Recovery in the Legacy Business Park Project, at a cost not to exceed \$341,201. [Mayor's Office, Bencz]

Notes: Stamped and filed in the CCO. Copies scanned to Troy Black 12/9/2024. MS

Sponsors:

Enactment Date: 12/05/2024

Attachments: bluesheet memo - Legacy Business Park Change Order 4 20241118, Change Order - Legacy4, LBP_Project_Change_Notice5, RESO 1195-24 (Gresham Smith Contract Mod. No. 4) 4913-4364-1344 v.1.docx, R-628-2024, Contract #043-2023 -Change Order

Enactment Number: R-628-2024

Deed #:

Hearing Date:

Drafter: Troy Black

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	12/03/2024	Approved and Referred to Docket	Urban County Council	12/03/2024		Pass
1	Urban County Council	12/03/2024	Received First Reading	Urban County Council	12/05/2024		
1	Urban County Council	12/05/2024	Approved				Pass

Text of Legislative File 1195-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Contract Modification No. 4 to the Agreement with Gresham Smith for expanded services on the Phase III Archaeological Data Recovery in the Legacy Business Park Project, at a cost not to exceed \$341,201. [Mayor's Office, Bencz]

Summary

Authorization to execute Contract Modification No. 4 for a change in the scope of services with Gresham Smith for the completion of Phase III archaeological data recovery in the amount of \$341,201 for the Legacy Business Park project, bringing the total Contract cost to \$3,340,305.00. Funds are Budgeted. (L1195-24) (Bencz/Atkins)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: {Yes, Completed by [Dave Barberie, 11/20/2024]}

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

Fully Budgeted [select]: Yes

Account Number: 3230-136103-0001-71205

1105-136103-0001-71299, (impact from related Contracts with prior approval)

This Fiscal Year Impact: \$341,201

Annual Impact: NA

Project: LEGACYBUSP_2024

Activity:

Budget Reference:

Current Balance: encumbered



TO: Mayor Linda Gorton
Urban County Council

FROM: Craig Bencz
Admin. Officer Sr.

CC: Kevin Atkins
Chief Development Officer

DATE: November 18, 2024

SUBJECT: Contract Modification – Legacy Business Park

Request

Request Council authorization to execute a contract modification with Gresham Smith for a change in the scope of services for the completion of Phase III archaeological data recovery in the amount of \$341,201 for the Legacy Business Park project.

Reason for Request

This contract modification is for an expanded scope of services for a Phase III archaeological data recovery for one site within the project boundary. This work scope complies with U.S. Army Corps of Engineers (“USACE”) permitting requirements for the site and will be completed on a lump sum basis for a total fee of \$341,201.

The Professional Services Agreement with Gresham Smith for the Legacy Business Park project was approved on February 16, 2023 (Resolution No. 091-2023) in the amount of \$2,229,000. Since that time, three contract modifications have been approved by Council for completion of additional archaeological site investigation as required by the USACE: Change Order 1 was executed in July 2023 and allocated \$36,682 for an increase in scope to the Phase I archaeological site survey; Change Order 2 was approved on December 7, 2023 (Resolution No. 663-2023), which approved an additional \$282,528 for the completion of a Phase II archaeological site study; and Change Order 3 was approved on June 27, 2024 (Resolution No. 322-2024), which approved the initial scope of the Phase III archaeological site survey in the amount of \$450,894.



This Change Order will increase the overall contract with Gresham Smith by \$341,201. This work will be paid using ARPA funds to ensure efficient use of the grant dollars prior to the expiration of the funding. The total amount of ARPA dollars dedicated to the Legacy Business Park will not increase. The overall increase to the contract will be absorbed through the use of funds budgeted within Fund 1105, Project ID LEGACYBUSP_2024.

The total contract amount including this change order is \$3,340,305.

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

The cost for this FY is: \$341,201

The cost for future FY is: N/A

Are the funds budgeted?

The funds are budgeted.

Account number: 3230-136103-0001-71205 (\$341,201)

1105-136103-0001-71299, LEGACYBUSP_2024 (impact from related contracts with prior approval)

File Number:

Director/Commissioner: Bencz/Atkins



LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CONTRACT CHANGE ORDER		DATE:	November 18, 2024		
		Contract Modification:	4		
		CONTRACT #:	Res. 091-2023		
PROJECT: Legacy Business Park					
TO: Gresham Smith					
Original Contract Amount		\$2,229,000.00			
Cumulative Amount of Previous Contract Modifications		\$770,104.00			
Percent Change of Previous Contract Modifications		35%			
Existing Contract Amount		\$2,999,104.00			
Net (increase/decrease) in Contract Amount - (From following pages)		\$341,201.00			
Percent Change of This Contract Modification		15%			
Original Contract Amount		\$2,229,000.00			
Cumulative Amount of all Contract Modifications		\$1,111,305.00			
Percent Change of all Contract Modifications		50%			
New Contract Amount Including this Change Order		\$3,340,305.00			
Recommended by _____ (Proj. Manager) Date _____					
Accepted by _____ (Consultant) Date _____					
Accepted by _____ (Contractor) Date _____					
Approved by _____ (Director) Date _____					
Approved by _____ (Commissioner) Date _____					
Approved by _____ (Mayor or CAO) Date _____					

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CONTRACT MODIFICATION					DATE:	November 18, 2024	
					Contract Mod #:	3	
					CONTRACT #:	Res. 091-2023	
Project: Legacy Business Park							
TO: Gresham Smith							
You are hereby requested to comply with the following changes from the contract plans and specifications;							
Item No.	ADD / DEL	Description of changes	Units	Quantity	Unit Price	Decrease in contract price	Increase in contract price
1	ADD	Professional Svcs - Archaeological Phase III	LS	1	\$ 341,201.00	\$ -	\$ 341,201.00
2						\$ -	
3						\$ -	\$ -
4						\$ -	\$ -
5						\$ -	\$ -
6						\$ -	\$ -
7						\$ -	\$ -
8						\$ -	\$ -
9						\$ -	\$ -
10						\$ -	\$ -
11						\$ -	\$ -
12						\$ -	\$ -
13						\$ -	\$ -
14						\$ -	\$ -
15						\$ -	\$ -
Total decrease						\$ -	
Total increase							\$ 341,201.00
Net (increase) in contract price							\$ 341,201.00

JUSTIFICATION FOR CHANGE

PROJECT: Legacy Business Park

CONTRACT NO. Res. 091-2023

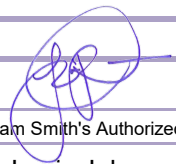
CHANGE ORDER: 3

1. Necessity for change: The U.S. Army Corps of Engineers is requiring a Phase III Archaeological Data Recovery at the Legacy Business Park site in compliance with permitting requirements. This assessment must be completed before permits can be finalized and construction can begin.
2. Is proposed change an alternate bid? ___Yes ___X___No
3. Will proposed change alter the physical size of the project? ___Yes ___X___No
If "Yes", explain.
4. Effect of this change on other prime contractors: N/A
5. Has consent of surety been obtained? ___Yes ___X___Not Necessary
6. Will this change affect expiration or extent of insurance coverage? ___Yes ___X___No
If "Yes", will the policies be extended? ___Yes ___No
7. Effect on operation and maintenance costs: N/A
8. Effect on contract completion date: This will result in a delay in completion that is to be determined.

Mayor_____
Date



Project Change Notice

Project Name/Location:		Legacy Business Park	
Client Name:		Lexington Fayette Urban County Government	
PCN Number:	5		
GS PM Name:	Masterson	Gresham Smith Project #:	48334.00
Date Prepared:	11/18/2024	Client Project #:	
PCN Name/Title:	Contract Modification 5		
Description of Change and Impacts:			
<p>The project change notification includes additional scope and fee for Phase III Archaeological Data Recovery at Site 15Fa408 needed to meet USACE requirements. See attached work plan dated 11-6-2024. Phase III - \$341,201.47 increase</p>			
Source of Change (Select from drop-down, or over-type):		<u>Field Condition</u>	
References/Attachments, if any:		Scope of Services provided by Cultural Resource Analysts, Inc	
Design/CCA Budget Impact			
Compensation/Fee:	<u>(Lump Sum)</u>	\$341,201	
Reimbursable Expenses:	NA		
Total:	\$341,201		
Design/CCA Schedule Impact:	Anticipate additional 23 business days to complete field research.		
Other Impacts:			
Authorization:			
By:		By:	
	(Client's Authorized Representative)		(Gresham Smith's Authorized Signer)
Name:		Name:	Louis Johnson
Title:		Title:	Executive Vice President
Date:		Date:	11.18.2024

Scope of Services for Additional Archaeological Data Recovery at Site 15Fa408 for the Legacy Business Park in Fayette County, Kentucky

November 6, 2024

Submitted to:

Erin Masterson

Gresham Smith | 100 West Main Street | Suite 350 | Lexington, KY 40507

Office: (859) 422-1960 | www.greshamsmith.com | erin.masterson@greshamsmith.com

The Lexington-Fayette Urban County Industrial Development Authority, Inc. (IDA)
Legacy Business Park
Fayette County, Kentucky
Lexington West 7.5' Quad

Introduction

Site 15Fa408 was first discovered during a 2023 survey conducted by Cultural Resource Analysts, Inc. (CRA) for the proposed Legacy Business Park development project in Fayette County, Kentucky. Following the survey, the site could not be assessed for its eligibility for inclusion in the National Register of Historic Places (NRHP), and further work was recommended (Niquette and Johnson 2023). At the request of Molly Foree Cummins of Third Rock Consultants, LLC (henceforth, Third Rock), phase II NRHP evaluation investigations were conducted at Site 15Fa408 between January 8 and February 5, 2024. Based on the results of the NRHP evaluation excavations, the site was recommended eligible for inclusion in the NRHP. An on-site meeting with United States Army Corps of Engineers (USACE) and Kentucky Heritage Council (KHC) personnel along with representatives of Gresham Smith and the Lexington Fayette Urban County Government (LFUCG) was conducted on January 30, 2024, and it was verbally agreed by USACE and KHC that Site 15Fa408 is eligible for inclusion in the NRHP and that further work is warranted. During that same meeting, a management summary was requested at the conclusion of the phase II testing of the site, to be followed by a work plan for the phase III data recovery investigations, both of which would be submitted to Third Rock and then USACE for review. The management summary was submitted to Third Rock on February 14, 2024, and the phase III data recovery work plan was submitted on May 29, 2024. Data recovery excavations at Site 15Fa408 began on September 16, 2024, and are currently in progress. Both the phase II testing and the phase III data recovery excavations are being conducted under Office of State Archaeology (OSA) Antiquities Act Permit Number 2024-04 pursuant to Kentucky Revised Statute (KRS) 164.720. The findings of the phase II and phase III excavations will be submitted in a combined report.

During the data recovery investigations, more features have been discovered than anticipated as outlined in the original phase III work plan, which was based on the data available from the phase II testing of the site. The increased number of findings, complexities of the deposits/features, and the level of effort it will take to complete the project is beyond the original scope of work. This scope of work outlines what was proposed versus what was found, and it presents a plan for additional work to complete the project adequately to mitigate the adverse effects to the site by the proposed Legacy Business Park development project.

Project Background and Summary of Current Data Recovery Findings

Site 15Fa408, which is 15,414 sq m (161,459 sq ft) in size as measured in QGIS, is a late eighteenth-century to early twentieth-century farmstead/residence (Niquette and Johnson 2023). A light scatter of precontact lithics and two Woodland pottery sherds also have been recovered, but no intact precontact deposits have been identified. The site is situated on a ridgetop within undissected uplands in an agricultural field. It extends approximately 145 m north to south and 165 m east to west. A high density of artifacts was recovered, and two

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possible features were recorded during the phase I survey of the site (Niquette and Johnson 2023:89–100).

On December 15, 2023, a geophysical survey using electromagnetic induction (EMI) was conducted, indicating high potential for the presence of buried archaeological deposits and/or features, several of which were likely associated with former structures. Utilizing the EMI survey results data, the NRHP evaluation excavations of Site 15Fa408 were conducted between January 8 and February 5, 2024. The testing of the site included the excavation of six 1-x-1 m test units and eight strip blocks totaling 829.7 sq m. A total of 11 features and nine postholes were recorded during phase II NRHP evaluation of the site. The features included an early nineteenth-century hammer-dressed limestone building foundation and central chimney base associated with former enslaved persons quarters (Features 1 and 2); a late nineteenth-century fill/gravel deposit in a shallow depression (Feature 3) capping a large posthole (PH 6) and a small posthole (PH 8); a large late eighteenth-/early nineteenth-century pit cellar (Feature 4); a hammer-dressed limestone foundation associated with a late eighteenth-/early nineteenth-century dwelling (Feature 5); a twentieth-century drainage trench (Feature 6); the remains of a twentieth-century artifact concentration adjacent to a line of bricks (Feature 7); what was thought to be a possible cellar (Feature 8) associated with Feature 5 that turned out to be a large stratified yard midden between the dwelling and enslaved persons quarters as discovered during the current investigations; a disturbed limestone foundation with a possible cellar containing voids and a high density of mid-twentieth-century artifacts (Feature 9); a late nineteenth- to early twentieth-century artifact concentration in a depression that may have been located beneath a small outbuilding at one time (Feature 10); and an ash and coal deposit within a rectangular stain (Feature 11) that may have actually been a large posthole associated with Feature 3/PH 6.

As of October 30, 2024, the data recovery investigations have included the mechanical stripping of 3,107.1 sq m, the excavation of 30 units, some of which are larger than 1-x-1 m in size depending on the feature sampled, 23 features, 15 of which are large, and 40 postholes. Appendix A includes the summary biweekly emails sent to the USACE, Gresham Smith, and LFUCG. The original phase III work plan, which was based on the phase II findings, included the mechanical excavation of 3,100 sq m, the excavation of 25 1-x-1 m units, the excavation of 10 large historic features, 15 small–medium features, and 15 postholes. It also stipulated that no more than 12 flotation samples would be necessary and that no more than 15,000 artifacts will be recovered. Eleven flotation samples have been taken from features so far, and it is estimated that approximately 14,000–15,000 artifacts have been recovered.

Table 1 provides a breakdown of the features that have been recorded during the phase II testing and the phase III data recovery efforts at the site so far. Figure 1 is a drone image of the main portion of the site including the dwelling, enslaved persons quarters, and outbuildings. It should be noted that while some archaeologists assign separate feature numbers to various foundation walls and components of each structure when they are first discovered, for the most part, the large building foundations recorded at Site 15Fa408 have been given single feature numbers until excavation/sampling has warranted the assignment of additional feature numbers for separate components, such as chimney bases/hearths, stairwells, builder’s trenches, and other structural components.

Brief Historic Overview of the McDowells and Gilberts

The first known landowner associated with Site 15Fa408 was Samuel McDowell (1735–1827). He is a well-known figure in the history of Virginia/Old Kentucky, having been present at Braddock’s defeat in 1755, having served in the French and Indian War in 1758, and having been a captain in Lord Dunmore’s War in 1774. In 1775, for his service in the French and Indian War, Samuel McDowell received 2,000 acres from King George III as part of the King’s Proclamation of 1763. During the American Revolutionary War, Samuel McDowell had been a colonel in the Augusta County, Virginia, militia. Following the war, it was uncertain whether Samuel McDowell was still entitled to the land. However, in 1779, Governor Thomas Jefferson reaffirmed Samuel McDowell’s right to the 2,000 acres. This tract included Site 15Fa408. In the 1780s and 1790s, Samuel McDowell sold various tracts out of the 2,000 acres, several of which went to his adult children.

Feature Number	Phase II, Phase III, or Both	Feature Type	Estimated time period	Completed?	Anticipated number of 1-x-1 m (3-x-3 ft) units required to complete excavation of feature
1	Phase II and III	Enslaved persons quarters (17-x-33 ft)	Late 1700s-early 20th c.	No	16
2	Phase II and III	Central chimney of enslaved persons quarters (6.6-x-6.6 ft)	Late 1700s-early 20th c.	No	8
3	Phase II	Depression	Late 1800s-early 20th c.	Yes	N/A
4	Phase II and III	Pit cellar	Late 1700s-mid/late 1800s	Yes	N/A
5	Phase II and III	Original cabin/dwelling (30-x-12 ft)	Late 1700s-early 1800s? (dating in progress)	No	5
6	Phase II	Field drain	20th c.	Yes	N/A
7	Phase II	Depression/flower garden edge	early 20th c.	Yes	N/A
8	Phase II and III	Phase II: cellar; Phase III finding: deep portion of yard midden	Late 19th c. - early 20th c.	Yes	N/A
9	Phase II and III	large partially above-ground cellar structure	Late 1700s-early 20th c.	Yes	N/A
10	Phase II and III	Large depression	Turn of the 20th c.	Yes	N/A
11	Phase II	Fill deposit/depression	Turn of the 20th c.	Yes	N/A
12	Phase III	Two adjacent ovoid ash deposits	19th c.	Yes	N/A
13	Phase III	Foundation segment of Feature 19 in Unit 14	Late 1700s-early 1800s? (dating in progress)	Yes	N/A
14	Phase III	Outbuilding structure (20-x-20 ft)	Late 1700s-early 20th c.	No	6
15	Phase III	Outbuilding structure (23-x-15 ft)	Late 1700s-early 20th c.	No	5 sq m trench at west end to expose profile since foundation is disturbed; 4 units
16	Phase III	Ash deposit/possible structure area (8.0-x-6.6 ft)	Late 1800s-early 20th c.	No	
17	Phase III	Cistern	Mid-late 19th c. to early 20th c.	Yes	N/A
18	Phase III	Addition; poss. part of main block (25-x-20 ft)	Late 1700s-early 20th c.	No	3
19	Phase III	Outer/expanded portion of dwelling (83-x-27 ft)	Late 1700s-early 1800s? (dating in progress)	No	2
20	Phase III	Dwelling portion between Features 18 and 5/19 (25-x-16 ft)	Late 1700s-early 1800s? (dating in progress)	No	See Feature 30
21	Phase III	Iron/steel well casing/water well	early 20th c.	Yes	N/A
22	Phase III	Yard midden	Late 19th c. - early 20th c.	Yes	N/A
23	Phase III	Limestone walkway	Late 1700s-early 20th c.	Yes	N/A
24	Phase III	Small trash pit	Late 1700s-early 20th c.? (all faunal remains)	Yes	N/A
25	Phase III	Large trash pit	Late 19th c. - early 20th c.	Yes	N/A
26	Phase III	Depression bounded by limestone rocks (possible flower garden area)	Mid-late 19th c. to early 20th c.	Yes	N/A
27	Phase III	Possible portion of builder's trench in Unit 25	Late 1700s-early 1800s? (dating in progress)	Yes	N/A
28	Phase III	Definite builder's trench in Unit 25	Late 1700s-early 1800s? (dating in progress)	Yes	N/A
29	Phase III	Limestone-lined drain in Units 29 and 32	Late 1700s-early 1800s? (dating in progress)	Yes	N/A

30	Phase III	Large cellar/basement within Feature 20 (25-x-16 ft)	Late 1700s-early 1800s? (dating in progress)	No	Expand TR 2 with trackhoe and lift portions of stone floor to see if there are artifacts beneath them for dating purposes (take flotation samples)	
31	Phase III	Cellar/basement stairwell	Late 1700s-early 1800s? (dating in progress)	Yes	N/A	
32	Phase III	Chimney pad within Feature 5 (early dwelling) (6.6-x-3.0 ft)	Late 1700s-early 1800s? (dating in progress)	No	2	
33	Phase III	Pit cellar adjacent to Feature 33 (poss. 5-x-4 ft; still in progress)	Late 1700s-early 1800s? (dating in progress)	No	1	
34	Phase III	Central? chimney at east end of Feature 5 (8-x-3 ft)	Late 1700s-early 1800s? (dating in progress)	No	2	

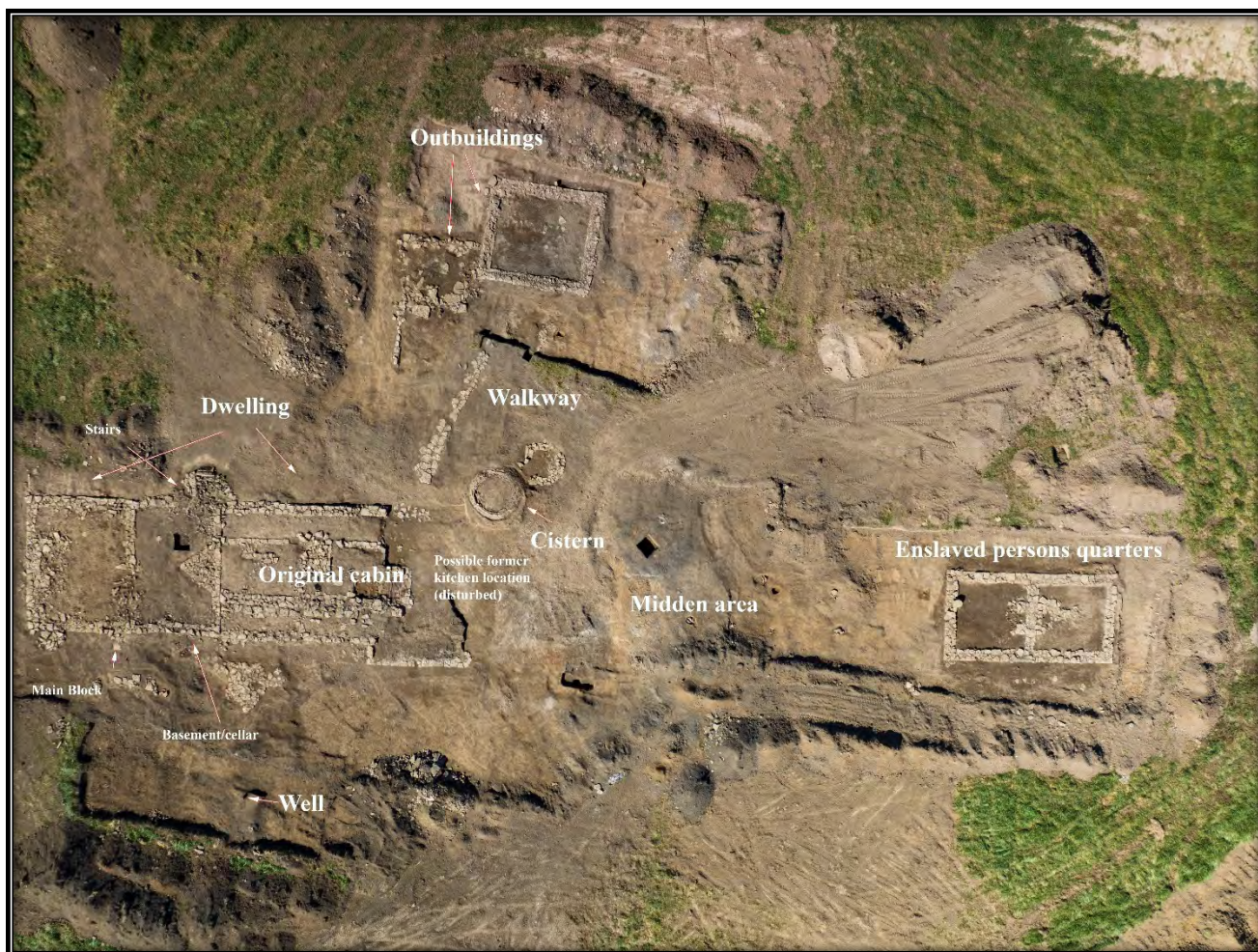


Figure 1. Drone image showing foundations of dwelling, enslaved persons quarters, and outbuildings as well as other select features.

Samuel sold the land containing Site 15Fa408 to his son, Major John McDowell (1757–1835), in January 1797 for “500 pounds current money of Kentucky.” The deed conveying the land from Samuel McDowell to his son, John, does not mention how many acres were in the tract; only that it was part of the land grant Samuel McDowell had received in 1775/1779. When John McDowell died in 1835, the tract he passed to his son, Charles, and widow, Jane, consisted of 120 acres, but another part of his land with unlisted acreage was to be sold. It is likely that John McDowell and his family were residing at the site before he purchased it from his father, as he is known to have settled in Fayette County in 1784.

Like his father, John McDowell is a prominent figure in the history of Kentucky. He had been a volunteer in Lord Dunmore’s War in 1774, and he had served in the American Revolutionary War. John McDowell was a lieutenant in Woodford’s regiment, serving five years. He crossed the Delaware with Washington, was at Princeton, Trenton, Valley Forge, and was severely wounded at Brandywine during the height of the fighting at Monmouth. He also saw the surrender of Cornwallis at Yorktown. After the American Revolution, he emerged with the rank of captain, earning a “reputation for gallantry.” John McDowell also is purported to have served in all Indian campaigns after 1785. After Kentucky was established as a state in 1792, he was immediately commissioned by the first governor of the state, Isaac Shelby, to be one of the first three majors of the state along with James McDowell and John Morrison. Major John McDowell represented Fayette County in the first Kentucky State Legislature and took part in framing the second state constitution in 1799. **Interesting side note: John McDowell’s son, James, married Isaac Shelby’s daughter, suggesting a close relationship between John McDowell and the first governor of Kentucky.

John McDowell was married three times and is purported to have had 10 children (this is still being researched; there were at least eight). While still residing in Augusta, Virginia, before moving to Kentucky, he married Sarah McDowell, his first cousin. Her birth and death dates are unknown at this time, but she may have died before John moved to Kentucky. At this time, it is unknown if John and Sarah had any children before she died. John’s second wife was Lucy Le Grand (1774–1822), a descendent of French Huguenots. They married in 1804, and she would have resided at Site 15Fa408. Lucy and John McDowell had at least five children together, but it may have been more since it was indicated in some records that he had, as noted above, 10 children. Lucy Le Grand McDowell died in August 1822, and John was remarried the following month to Jane Lyle (1767–1850), who was a neighbor (or at least a family relation of the Lyle family that lived just north of Site 15Fa408 at 15Fa409).

John and Jane remained together at Site 15Fa408 until John’s death in 1835. His will (transcribed here and in Appendix B) states:

In the Name of God and in my right mind, I make this my last Will and testament. I give and bequeath to my wife Jane McDowell my Carriage and two horses her choice with the Harnesses and one third of the tract of land I live on, one third of the proceeds of my stock when sold and my Negro woman Clara Mary Polina and William with beds she brought with her when I married her and two beds of mine and bedding with one-third of the balance of household and kitchen furniture during her life accept [sic] one third of the beds. Also I give and bequeath to my daughter Patsey McDowell my Negroes Jim John and Henry. Also I give my son Charles McDowell one hundred and twenty acres of land that I now live on, and two Negro men Andrew and Johnun and my clock. Also I give and bequeath to my daughter Sally Allen three hundred dollars in cash. The balance of my Negroes Lucky, Mariah, Edward, Thomas, Aaron, Samuel, Jerry, Daphney, Darkey, and Ben to be sold and equally divided amongst my children. The balance of the land after my wife and son Charles gets their part to be sold with the household and Kitchen Furniture and Equally divided between my Daughters and what money is on hand to be divided also between my daughters. I also allow my land to be divided by my Executors or by Commissioners appointed to the best advantages for the benefit of my wife and son Charles, Dividing the Land to suite [sic] both parties as much as possible My wife having the house in her part. And I hereby appoint Jas H. Allen and John L. McDowell my Executors to act for the family.

Based on his will, John McDowell owned 17 enslaved African Americans, and he provides all of their names. Some of them would have been living in the enslaved persons quarters (Features 1 and 2) at Site 15Fa408. No other enslaved persons quarters have been found during the current investigations, but they may have been located farther away from the dwelling outside of the site boundary.

Following John McDowell’s death, his widow, Jane, continued to reside at the site with her step-son, Charles McDowell, and other members of the family. The property was under the ownership of John’s eight

surviving children. In 1840, census records indicate that 12 individuals resided at the site, seven of which were enslaved African Americans. Sometime in the late 1840s, Charles McDowell decided to move to Mercer County, and his step-mother, Jane Lyle McDowell, decided to move to Shelby County, where she died in 1850. It was in the late 1840s after the McDowells left that Henry Gilbert (1823–1896) and his family started residing in the dwelling at Site 15Fa408.

With regard to Henry Gilbert attaining formal ownership of the property, which by then contained 97 acres, it appears to have occurred circa 1851–1853, but he is listed as residing there in the 1850 census based on known neighbors. The reason for the delay in the actual ownership of the property was due to a court battle between the McDowell heirs over the property. This will be discussed in detail in the final report.

Henry Gilbert was actually Henry Gilbert III. He was the son of Henry Gilbert Jr. and Sarah Smith Gilbert. John Marshall Gilbert was Henry III's brother. Henry Gilbert Jr. lived in Lexington and died on January 21, 1847, at the age of 75 (not confirmed). He is said to have been buried in Lexington Cemetery. Henry Gilbert III (henceforth, just Henry Gilbert) married Julia Anne Hall in Bourbon County on June 21, 1847. According to her death certificate on August 28, 1921, Julia had been born on August 30, 1828. Her father's name was Alfred Hall, and her mother's name was Valinda Offett. Both had been born in Kentucky.

According to the 1850 federal census, Henry Gilbert was 27 years old that year and was a farmer with \$4,000 in real estate holdings. Residing with him were his wife, Juliett Gilbert, and their son, John H., who was under 1 year old. Residing with them were Maria Offett, age 85, and Malinda B. Hall, age 45. The 1850 Slave Schedule shows Henry Gilbert owning five enslaved persons. All were listed as black: three males ages 50, 50, and 29, and two females ages 45 and 14. Two enslaved persons quarters were noted on the property (note that the enslaved persons quarters at Site 15Fa408 are within one building but would be considered two quarters).

In the 1860 census, Henry Gilbert was listed as having real estate valued at \$17,500 and a personal estate valued at \$6,000 (note: during the 1850s, Henry Gilbert purchased various additional tracts in the area, not all just adjoining Site 15Fa408). He was listed as a farmer and butcher. His wife was listed as Julia, age 30, and they had three children by that time: John, age 10; Anna, age 4; and Sophia, age 2. Residing with them were V.R. Hall (male born in Maryland), age 55; Antony Bick, age 31, a gardener born in Germany; and James Slovan, age 21, a laborer that had been born in Ireland. The 1860 Slave Schedule shows Henry Gilbert owning seven enslaved persons. Like the 1850 census, it was noted in the 1860 Slave Schedule that there were two enslaved persons quarters. All of the enslaved individuals were listed as black: three males, ages 75, 40, and 23, and four females, ages 48, 30, 1, and 1 month old. The one-month-old was listed as manumitted, indicating that the infant was actually free and not enslaved. Manumission as a practice by some slave owners during that time will be discussed in detail in the final report.

At 40 years old, Henry registered for the draft in June/July of 1863. He was listed as a white farmer that was born in Kentucky. In 1870, Henry Gilbert was listed in the census as being 47 years old. His real estate that year was valued at \$25,000, and his personal estate was valued at \$3,200 (note: in spite of the Civil War, his real estate went up in value but his personal estate decreased, possibly due to Emancipation). He was listed as a farmer and not a butcher at that time. His wife was listed as Julia, age 43, and they had five children by that time: John, age 20, who was listed as working on the farm; Anna, age 16; Sophia, age 13; Albert, age 8; and Charles, age 5. Likely living in what had been the enslaved persons quarters were the servants: Susan Walker, age 50, domestic servant; Susan Walker Jr., age 4; Pattie Harris, age 65, domestic servant; and John Porter, age 14, domestic servant. All four were listed as "mulatto" (i.e., multiracial). There was a similar situation with the Lyles on the neighboring farm at Site 15Fa409, wherein they had servants listed as living next door that likely were residing in the former enslaved persons quarters.

In 1880, the census lists Henry Gilbert as 56 years old and he is not listed as living in a Fayette County district; instead, he was listed as living in the community of Sandersville in Fayette County. His wife, Juliett M. Gilbert, was listed as 51 years old. Two of their children still resided with them: Albert, age 17, and Charley G., age 14. Malinda Hall, age 74, Juliett's mother, was also listed as a member of the household. That year, the servants were not listed as a separate household. They included Harden Roberson, a black 25-year-old male,

who was listed as a laborer; his wife, Sally, age 20 who was “mulatto” and listed as a cook; and their son, James, age 1, who was also listed as “mulatto.” The likely lived in one side of the enslaved person quarters. The other side was probably inhabited by the other listed servants, including Alec Jones, age 35 and black, that worked as a laborer, and Will West, age 22, that also was black and worked as a laborer.

On October 4, 1888, the local newspaper reported that Henry Gilbert disposed of his farm and planned to move with his family to Lexington. It is interesting to note that on October 20 of that same year, the newspaper indicated that Henry Gilbert had been severely kicked by a horse and became disabled and “is now out and about again.” In 1889, Henry was listed as a member of the Una Lodge of the Knights of Honor, a Secret Society. On September 29, 1889, he was listed in the newspaper as being on the sick list. Interestingly, in 1892, Henry Gilbert offered a testimonial in the newspaper for the “Electropoise” device. He said that for several years he had been suffering from partial paralysis and nervous prostration and was getting worse when he heard of the Electropoise. In one month, he was astonished at how well it had helped him, even more than any of the medicines had helped him. Even though he was nearly 70 years old, his testimonial indicated that he felt like a new man. **Interesting side note: The Electropoise was a fake device, or an item of “electroquackery.” It appears to have been popular enough in Lexington, however, for there to have been an “Electropoise Office” in Room 6 of the Johns Building at the corner of Main and Walnut Streets.

Henry Gilbert’s obituary is listed in the Lexington Herald on September 27, 1896. It indicated that he was 73 years old and had been born in the county. He was living at 101 South Limestone at the time of his death, and the service would take place at his residence. On October 2, 1896, a memorial was included in the local paper. In it, it says he died on September 26 and that he had been an invalid for some years but was never complaining, always earnest and courteous. It said that for many years, he had been one of the city’s active businessmen.

After the injury suffered from the horse kick, Henry Gilbert sold what was by then 243.9 acres to D.T. Thomas on November 1, 1888. Following the McDowell and Gilbert families, several owners and tenants resided at Site 15Fa408. Charles B. Shaffer purchased the land in 1920, and it appears that tenants continued to reside in the house until the late 1930s or early 1940s. In 1946, the land was sold to Coldstream Stud, Inc., and it became a horse farm. It was likely around that time that any remaining buildings at the site were demolished. A 1949 aerial photograph of the site location shows a few trees and some possible ground disturbance in the dwelling area that was already quickly growing over with grass.

Data Recovery Goals/Research Questions as Presented following Phase II Testing

Phase III data recovery at Site 15Fa408 is anticipated to mitigate adverse effects to the site by the proposed Legacy Business Park project. Data yielded from the investigations may address research questions pertinent to this site including (but not limited to):

- It remains unclear when the property was first settled. Archaeological evidence associated with the structures identified during the NRHP evaluation of the site suggests that the house and enslaved persons quarters could have been constructed by the late eighteenth century. Not all of the house and enslaved persons quarter foundations were exposed during the phase II testing, and only a small portion of the cellar associated with the house was sampled with a test unit. No builder’s trenches were identified during the NRHP evaluation of Site 15Fa408, and further exposure of the building foundations may result in the discovery of builder’s trenches that could contain important material evidence of the house and enslaved persons quarters construction. There also appears to be the possibility that the house was originally a small, one- or two-room cabin that was then incorporated/replaced by the larger structure. Hence, a goal of the data recovery efforts would be to more clearly ascertain the construction dates of the house and enslaved persons quarters. The presence of other possible outbuildings and their construction dates also would be ascertained, if found.

- What was the spatial layout of the farm in terms of the house, enslaved persons quarters, and other outbuildings and/or activity areas? Were there fences separating activity areas? How did this change over time and were there differences before and after the Civil War?
- What were the daily lifeways of the enslaved individuals and those of the slaveholder's family in the decades before the Civil War? Excavations in the interiors and exteriors of the structures via unit excavation and stripping/feature excavation may reveal artifacts/features that could provide insight into activities within and outside of the structures. It also would be interesting to ascertain differences in activities in the front vs rear and side yards of both structures.
- Were there differences in domestic artifacts, such as ceramic tablewares, between what was used in the house vs the enslaved persons quarters? Were there other notable differences in the overall assemblages between the two structures? With the exception of what was sampled in Feature 8 (cellar) with TU 2, all of the other artifacts were recovered from the plan view and backdirt in Blocks 2 and 4. If there are differences and/or similarities, what can they tell us about consumerism, availability of certain goods, were there preferences for certain items (value, symbolism)? Is there any evidence of various occupations/roles of the enslaved individuals that can be gleaned from the enslaved persons quarters deposits?
- Were there any pit cellars or small pits below the floor of the enslaved persons quarters where certain items may have been hidden from the slaveholders? Is there any evidence of African-derived items or manipulation of European American material culture? Any evidence of curing and magic ritual and/or ritual objects?
- A high density of faunal remains was recovered during the testing of Site 15Fa408, but since such a high density of these remains were recovered from secondary contexts and/or the plan views of the structures, they may not be as reliable for providing detailed data on food preferences, preparation, and consumption as those possibly recovered from intact deposits. Data recovery excavations may reveal detailed information of foodways at the site. Were there differences between what was consumed by the slaveholder's family vs what was consumed by the enslaved persons? Were there changes over time?
- Were there changes to the landscape and the spatial arrangement of outbuildings and activity areas after the Civil War vs before? Since the completion of the phase I report, an in depth look at the 1880 federal census indicates that the Gilbert family continued to reside on the property that year, and that they had five Black and "Mulatto" (i.e., biracial) servants. When Henry Gilbert died in 1897, and his widow moved to Lexington, what happened to these servants?
- Who resided at the site following the Gilbert occupation? Phase I survey archival research and available historic map data indicate that George Wainscott resided there by 1891 followed by M. Young in 1904, but neither could be discovered in the census records. Were the enslaved persons quarters still used to house servants and/or tenants? How/why was the site abandoned?
- How does the archaeological data recovered from Site 15Fa408 compare with similar sites in Fayette County and Central Kentucky more broadly? Data recovery research would allow for not only a discussion of the daily lifeways of the former site occupants, but comparisons with other archaeological sites in the area may shed light on the settlement and history of the area from a broader perspective.
- Only a very light density of precontact artifacts was recovered during the NRHP evaluation of the site, and all had been recovered from historic contexts. While the precontact component is not considered eligible, if precontact artifacts or features are discovered during the data recovery investigations, the precontact component of Site 15Fa408 will be discussed with regard to similar sites at the local and/or regional level. Whether precontact deposits/features are discovered during the data recovery investigations or not, an overview of the precontact history of the area will be included in the final

report.

Additional Data Recovery Work Plan

The current dataset collected during the phase III excavations so far does not adequately address many of the research questions listed above. Hence, the purpose of this additional data recovery plan is to collect sufficient information to answer the research questions presented above and to mitigate the impacts of the construction of the proposed business park. Based on the results of the phase III investigations from September 16 to October 31, 2024, additional data recovery will involve unit excavation, minimal mechanical stripping, feature excavation, and backfilling of excavation blocks once project is completed.

Data Recovery Field Methods

In order to sufficiently excavate/sample Features 1, 2, 5, 14–16, 18, 19, and 32–34, a total of 50 hand-excavated 1-x-1 m units are proposed (see Table 1). While the depths may vary depending on location and the presence of additional features within them, it is estimated that the units will be on average 70 cm deep from the stripped surface (this equates with 3,500 cu m excavated). In addition, roughly 45 sq m of mechanical trenching is proposed for Features 15 and 30. A backhoe with a smooth-edged bucket will be used, and the field director will monitor the trenching as it is conducted. In addition to the hand-excavation units and minimal mechanical trenching, it is anticipated that an additional 25 features may be encountered within the units. While most of these will be covered effort-wise with the units, features such as pit cellars, may be deep and may warrant additional units and/or stripping to expose/access them safely, such as was the case with Feature 30, the basement within Feature 20. In the event that precontact features or deposits are discovered, they will also be properly excavated and recorded to the same standards as the historic features and deposits. A total station will be used to record excavation and feature locations within the site, and the phase III map data will be tied in with the phase II mapping. Flotation samples will be taken from primary feature contexts, where warranted. No more than 15 flotation samples for the features are anticipated.

Meetings and Coordination

It is anticipated that there will be one additional on-site meeting with CRA, USACE, and KHC.

Phase III Laboratory Analysis

Cultural material recovered from the data recovery excavations will be returned to the laboratory for cleaning, analysis, and cataloging following standard practices. It is estimated that between 14,000 and 15,000 historic artifacts have been recovered during the data recovery investigations so far. Based on these results, we estimate an additional 20,000 artifacts will be recovered during the additional work. This phase of the work will also include preparation of flotation samples. A total of 15 additional flotation samples will be taken from primary contexts, and they are estimated to produce up to 150 liters of flotation samples to be processed (float, sort for artifacts, and catalog) at the laboratory. We propose the Ethnobotanist analyze only samples with good temporal and spatial contexts, about 10 samples (100 liters).

Report Preparation

The results of the phase II NRHP evaluation of Sites 15Fa408 and 15Fa409, and the phase III data recovery results of Site 15Fa408 will be documented in a combined, detailed written report. The report will conform to *Specifications for Conducting Fieldwork and Preparing Cultural Resource Assessment Reports* issued by the Kentucky State Historic Preservation Office. A detailed management summary of the phase III data recovery results will be submitted within three weeks of the completion of fieldwork. The final draft will be submitted to USACE for review within 18 months of the completion of fieldwork. The final report can be submitted within 20 working days of the receipt of USACE comments on the draft report. In addition to the report, CRA will submit to OSA revised site forms.

Data Recovery Schedule

CRA can initiate the additional field research within 5 business days of NTP, depending on current scheduling. The field research will be completed in approximately 23 business days, not including any possible delays due to unsafe or inclement weather conditions.

CRA Project Personnel

Project Manager: Jonathan P. Kerr, RPA

Field Director/PI/Report: Tanya Faberson Hurst, PhD, RPA

Laboratory Processing: Robert McCain

Historic Materials Analysis: Tanya Faberson Hurst, PhD, RPA

Ethnobotanical Analysis: Renee Bonzani, PhD

Faunal Analysis: Robert McCain, RPA

Cost Proposal

The original phase III work plan totaled \$536,343.00, and the remaining phase II work, such as the artifact analyses for both sites and reporting on the results at Site 15Fa409, totaled \$57,808.00. CRA can complete the additional fieldwork, artifact processing, analysis, and report writing (for the additional fieldwork results) on a time and materials basis for a fee not to exceed \$341,201.47. The current contract between CRA and Gresham Smith is \$457,643.95.

Project invoices will be submitted monthly. Terms are payment in full within 30 calendar days of the receipt of Cultural Resource Analysts, Inc., invoice. A late fee of 1.5% per month on unpaid balance will be applied. In the event that the client does not honor these terms of payment, the client agrees to pay any additional collection, attorney, court and or interest charges.

The following assumptions have been made when preparing the scope of work and estimated cost for this project. These are not intended to be all-inclusive, and it is recognized that unforeseen changes and circumstances may result during the course of the project. Should these situations arise, CRA will, in a timely manner, address specific scope or budget issues with the client to reach an agreement for any needed contract modifications and additional compensation per our standard rate schedule.

- In the event of inclement weather or other adverse conditions, archaeological fieldwork will be delayed until conditions render it safe to resume the excavations. CRA's heat safety protocol requires all field directors to follow National Institute for Occupational Safety and Health (NIOSH) regulations.
- There will be no issues or delays in obtaining access to the project area.
- No more than 50 1-x-1 m units will need to be excavated.
- No more than 45 sq m will be mechanically trenched.
- No more than 25 additional features will be sampled or excavated.
- No more than 15 additional flotation samples for the features are anticipated.
- No more than 20,000 additional artifacts will be recovered.
- Any adjustments made to the work plan at the request of USACE or KHC that will increase the data recovery level of effort will require a change order.
- The strip blocks and units will be backfilled, but the area will not require seeding and strawing.
- The installation of silt fencing will not be required.
- Only one additional on-site meeting with USACE and KHC will be required. Formal meetings with clients, agencies, tribes or others are beyond the scope of this proposal.

- Any additional safety training outside of CRA's safety protocols and in-house training or drug testing is not included.

References Cited

Faberson Hurst, Tanya

2024 Management Summary of National Register of Historic Places Evaluations of Sites 15Fa408 and 15Fa409 for the Legacy Business Park in Fayette County, Kentucky. Cultural Resource Analysts, Inc., Lexington, Kentucky.

Niquette, Richard Mason, and Rose E. Johnson

2023 An Archaeological Survey of the Legacy Business Park in Fayette County, Kentucky. Contract Publications Series 23-190. Cultural Resource Analysts, Inc., Lexington, Kentucky.

Appendix A



Tanya Faberson Hurst <tafaberson@crai-ky.com>

LRL-2021-00714-sea, Proposed Legacy Business Park, Site 15Fa408 Phase III Bi-weekly update

Tanya Faberson Hurst <tafaberson@crai-ky.com>

Fri, Sep 27, 2024

To: Leiellen M LRL Atz <Leiellen.M.Atz@usace.army.mil>, "Atherton, Sarah E CIV USARMY CELRL (USA)" <Sarah.E.Atherton@usace.army.mil>
Cc: Erin Masterson <erin.masterson@greshamsmith.com>, Craig Bencz <cbencz@lexingtonky.gov>, Jon Kerr <jpkerr@crai-ky.com>, Ma
Niquette <rmniquette@crai-ky.com>, Charles Niquette <cmniquette@crai-ky.com>

Good morning, Leiellen and Sarah,

Here is my bi-weekly summary of the phase III fieldwork for 9/16–9/27/2024. We are (not surprisingly) rained out today, so I am sending this early.

During the first week, we started the excavations by removing the vegetation that had grown within the orange fencing and removing backdirt on top of the black plastic covering the dwelling (Block 4, Feature 5) and the slave quarters (Block 2, Features 1 and 2). In tandem with the mechanical stripping, units were placed on the north and south sides of the slave quarters (Units 7–12) to sample the yard adjacent to the structure. A variety of domestic and architectural artifacts dating from the late eighteenth century through the early twentieth century, as well as faunal remains, were recovered from all six units, and the deposits were mixed and compacted as a single zone observed throughout. This was likely the result of heavy equipment disturbing the former ground surface in this area when the structure was demolished in the 1930s or early 1940s.



Unit 9, west profile, facing southwest (the phase III grid is aligned with the walls of the dwelling and slave quarters).

While these units were being excavated, mechanical stripping was conducted, starting at the north end outside of the fence line where a possible well was located. Stripping of this area (Block 9) revealed that the possible well was a large, relatively shallow hole (roughly 1.5m deep) and not a cultural feature, nor was it a sinkhole. Another strip block (Block 10) was excavated just to the south of Block 9 on the east side of the fence line. No artifacts or features were discovered. Block 11 was excavated southwest of Block 10 to target a small geophysical anomaly, and two ash concentrations were discovered (Feature 12, A and B) as well as a posthole (PH 10).



Planview of Feature 12 ash concentrations (A and B) in Block 11, facing northeast.

Based on the relative absence of features and/or middens in what was thought to be the rear yard of the former dwelling and slave during the phase II testing, it is now hypothesized that the rear yard was actually the front yard. Geophysical anomalies in the area r the dwelling and slave quarters will still be targeted with mechanical stripping, but otherwise, the focus of the investigations is going to the south sides of the dwelling and slave quarters as well as south of the tree line in terms of the search for intact outbuilding foundations, trash pits, and privies.

Also during the first week, Block 6 was reopened and expanded to reveal more of Feature 4 first identified during the phase II testin that feature was first discovered, it was interpreted as a trash pit. Having expanded Block 6, it now appears likely that this large 14.4 feature was originally a pit cellar that was then secondarily used as a trash pit when it was abandoned. The deposits are stratified ar include layers of ash. Based on the historic artifact analysis of the phase II assemblage, many of the cultural materials date to the lat eighteenth and early to mid-nineteenth centuries. Only a few artifacts have inception dates in the 1870s or 1880, suggesting that this p trash pit was abandoned while the dwelling (Feature 5) was still extant. Roughly 15 possible postholes also were identified in Block 1 extension, but they need to be examined more closely first to see if they are actual postholes vs. non-cultural features.



Overview of Feature 4 having just been exposed and the crew cleaning the floor of expanded Block 6, facing northwest.

Block 7 south of the tree line was expanded, revealing that Feature 9 was a small square structure. A strip block also was excavated the south boundary of the site where a large geophysical anomaly had been identified, and this also appears to have been a small st with a limestone foundation. Before the end of the first week, Units 13–17 were placed outside of the dwelling foundation to test fc deposits and/or yard midden. The excavation of these units continued into the second week of fieldwork and indicated the immedi deposits near the former dwelling were relatively intact in comparison to those observed around the slave quarters. The only excep in Unit 15 near the west end of the dwelling, which contained a high concentration of brick and limestone rubble. Since a cellar is n considered likely in this area near the triangular feature at this end of the dwelling foundation, it is possible that heavy equipment h utilized to dig pits during demolition to dispose of rubble and debris.



Unit 15, Level 2 planview, facing northwest, showing a high concentration of limestone and brick rubble. As the excavation of this unit co more brick was exposed, indicating about an equal concentration of hand-made brick fragments and limestone foundation debris.

The start of the second week had the crew finding that the equipment trailer had been vandalized and one of our pop-up shelters h destroyed. Unknown individuals had trespassed on foot and were able to start up the trackhoe and use it to destroy the shelter and the trailer in order to open it. They were not able to break into the trailer; hence, no equipment was stolen. Thankfully, there was d any of the features, strip blocks, or units at the site. We notified LFUCG and have posted No Trespassing signs and have installed trai

cameras. The individuals trespassed again several times during the second week, and photos of the individuals have been submitted to the Lexington Police Department.

On Tuesday and Friday, we were rained out, but the other three days had the crew completing the excavation of the five units around dwelling (Units 13-17). One posthole and a limestone foundation feature (Feature 13) were discovered in Units 17 and 14, respectively. Further stripping was conducted as well as work on cleaning up the foundation features south of the tree line in expanded Blocks 7 and Feature 4 in expanded Block 6.

By the end of the first two weeks, we have stripped 986.3 sq m (phase III blocks are in blue, and the phase II blocks are in black) and excavated 11 units. We are hoping for better weather in the coming weeks. Please let me know if you have any questions!

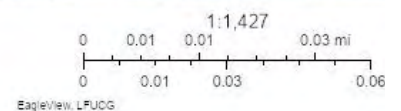
Very best regards,

Tanya

K230517_Site 15Fa408 phase III



9/27/2024



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LRL-2021-00714-sea, Proposed Legacy Business Park, Site 15Fa408 Phase III Bi-weekly update

Tanya Faberson Hurst <tafaberson@crai-ky.com>

Sat, Oct 12, 2024 at 8:55 PM

To: "Atz, Leiellen M CIV USARMY CELRL (USA)" <Leiellen.M.Atz@usace.army.mil>

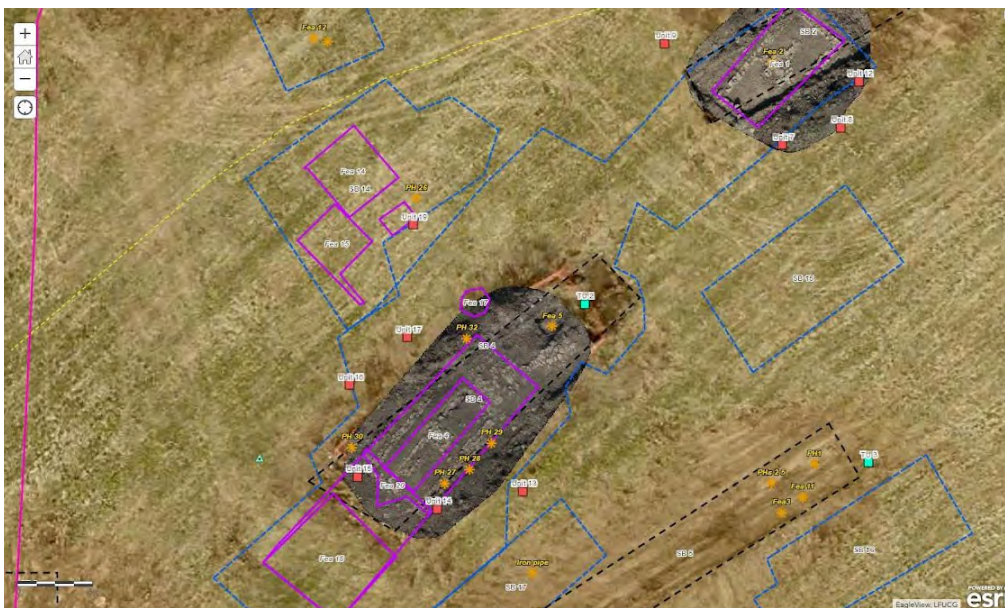
Cc: "Atherton, Sarah E CIV USARMY CELRL (USA)" <Sarah.E.Atherton@usace.army.mil>, Erin Masterson <erin.masterson@greshamsmith.com>, Craig Bencz <cbencz@lexingtonky.gov>, Jon Kerr <jpkerr@crai-ky.com>, Mason Niquette <rmniquette@crai-ky.com>, Charles Niquette <cmniquette@crai-ky.com>

Leiellen and Sarah,

Here is my second bi-weekly summary for the phase III fieldwork at Site 15Fa408 (9/30–10/11/2024). We continue to make great progress in spite of the challenge of finding more than we expected, even with the geophysical data. We have stripped approximately 2,377.6 sq m out of the 3,100 sq m in the work plan, and we have discovered several significant structures and features that should provide great insight into the lifeways of the McDowells and Gilberts once their associated deposits are excavated and/or sampled.



Overview of the current excavations at Site 15Fa408. The blue dashed areas are the phase III strip blocks so far.



A zoomed in view of the locations of the building foundations (in purple) as well as the cistern location (Feature 17) and the probable well (Feature 21; noted as "iron pipe" on the map).

Feature 4 in expanded Block 6, the large nineteenth-century trash pit that may have originated as a pit cellar possibly as early as the late eighteenth century, was sampled with a 1 x 1 m unit adjacent to phase II Test Unit (TU) 6. Unit 18 revealed similar deposits to those found in TU 6, and the combined south profiles of TU 6 and Unit 18 indicated that the base of the pit still has not been reached. Hence, a 2 x 1 m unit (Unit 20) is in the process of being excavated adjacent to TU 6 and Unit 18 to open up the feature further in order to ascertain its original function as well as collect additional cultural materials. A high density of late eighteenth- and nineteenth-century artifacts as well as faunal remains continue to be collected from the feature as it is sampled with Unit 20.



Feature 4, TU 6 and Unit 18 south profile.

Several new structures have been revealed during the stripping, and new information has been discovered regarding the former dwelling (designated Feature 4 during the phase II testing). As noted during the first bi-weekly update, Feature 9 in expanded Block 7 was revealed to be a small square structure. It was roughly 5.5 x 5.5 m in size and located approximately 16 m northwest of the spring, and its function is still under investigation. The remaining walls of the building foundation show evidence of falling in, and a very compact clay fill is in the center that has a high density of twentieth-century artifacts consistent with some of the twentieth-century artifacts that were discovered in the dwelling area north of the tree line during the phase II testing. Voids are also apparent among some of the foundation stones, suggesting that this particular structure may have had a cellar that was filled with a high density of trash and other debris when the dwelling was demolished. Due to the presence of the dense, compact clay fill and safety concerns with regard to some of the voids, the plan next week is to cut a trench across the feature to expose its profile and sample it with one or more units depending on what the profile reveals.



Feature 9 plan view in expanded Block 7, facing southeast.

Two new structures were discovered in newly stripped Block 14 north of the dwelling and slave quarters. Feature 14 consisted

of a square limestone foundation consistent in size with Feature 9, and Feature 15 was a partial foundation roughly 4 x 4 m in size connected to the southwest corner of Feature 14. At this time, the exact functions of these structures are unknown, but a reasonable hypothesis is that Feature 14 was a smokehouse and Feature 15 was a blacksmith shop. Both of these structures will be sampled with units in the coming weeks to hopefully reveal their original function



Overview of Features 14 and 15 in Block 14, facing southeast.

Feature 18 in expanded Block 4 was a roughly 7 x 7 m structure to the west of the dwelling (phase II Feature 4). It had a large chimney base and probably had been a detached kitchen at one time. The exposure of this feature as well as additional stripping around the dwelling has revealed that the dwelling was actually much larger than first encountered during the phase II testing. Stripping and hand excavating around the dwelling feature is still in progress, but for what has been revealed so far, it appears that Feature 4 was likely an original, early dwelling structure on the property and the kitchen outbuilding was approximately 4.5 m away. At some point unknown at this time, the dwelling was expanded approximately 2 m to the north and 2 m to the south as well as attached to the kitchen. The expanded portion of the dwelling has been designated Feature 19. Exposing the larger building footprint has also revealed that the triangular portion of the dwelling foundation discovered during the phase II testing post-dates the original dwelling and may have served as a chimney base for two corner hearths if the building section between Features 4 and 18 were split into two separate rooms, north and south. This portion of the larger dwelling footprint has been designated Feature 20. A portion of this feature was disturbed by a trench that was dug when the building was demolished. Surprisingly, the triangular chimney base was just missed by the trench. Photographs of Feature 20, further excavated Feature 4, and Feature 19 will be taken next week. All of these features will be sampled via unit excavation once the dwelling footprint has been more better defined.



Feature 18 in expanded Block 4, facing southeast.

Other features discovered included an ash deposit (Feature 16) in Block 14 that was sampled with a 50 x 50 unit (Unit 19); a brick, truncated beehive cistern (Feature 17) located near the north wall of the dwelling; and a vertical steel pipe (Feature 21) found in Block 17 south of the dwelling that likely had been part of an early twentieth-century well. Postholes (PHs) 13–32 also were recorded over the last two weeks. PHs 13–25 were discovered in expanded Block 4 to the north and northwest of Feature 4; PH 26 was discovered in Block 14 adjacent to Feature 16; PHs 27–30 and PH 32 were discovered in association with Feature 19, the expanded dwelling footprint; and PH 31 was discovered at the far south end of the site in Block 12. It was thought when Block 12 was first stripped that an intact building foundation may have been in that location at one time, but the foundation stones found there were not in situ and had likely been dumped there following the demolition of a building, such as Feature 9, which was roughly 40 m to the northwest of Block 12. Feature 10, which was discovered in Block 8 during the phase II testing also turned out to be rock fall that was not in situ once the block was expanded and the feature further investigated this past week.

Please let me know if anyone has any questions!

Cheers,

Tanya

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LRL-2021-00714-sea, Proposed Legacy Business Park, Site 15Fa408 Phase III Bi-weekly update

6 messages

Tanya Faberson Hurst <tafaberson@crai-ky.com>

Sat, Oct 26, 2024 at 8:07 PM

To: Leiellen M LRL Atz <Leiellen.M.Atz@usace.army.mil>, "Atherton, Sarah E CIV USARMY CELRL (USA)"

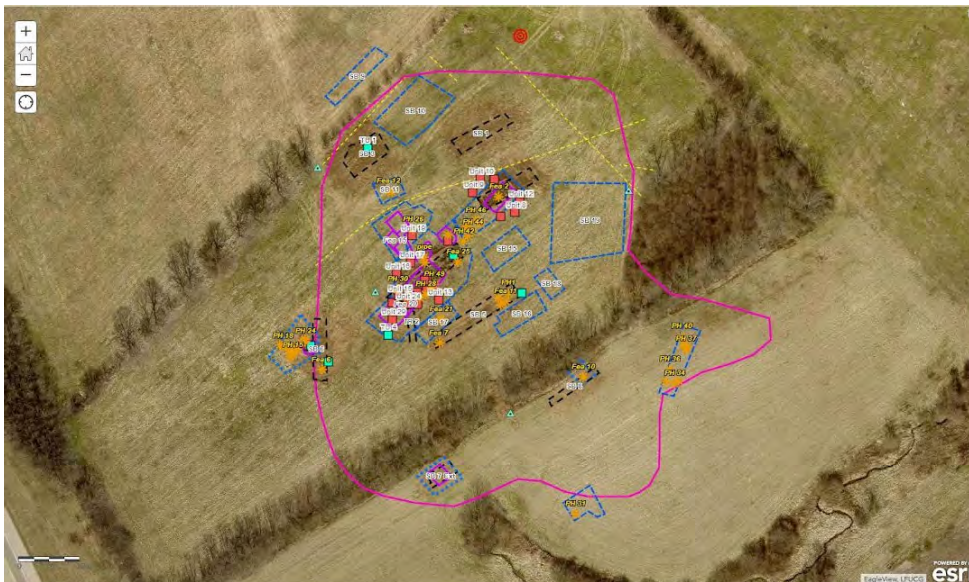
<Sarah.E.Atherton@usace.army.mil>

Cc: Erin Masterson <erin.masterson@greshamsmith.com>, Charles Niquette <cmniquette@crai-ky.com>, Jon Kerr <jpkerr@crai-ky.com>, Mason Niquette <rmniquette@crai-ky.com>, Craig Bencz <cbencz@lexingtonky.gov>

Leiellen and Sarah,

This is my third bi-weekly summary for the phase III fieldwork at Site 15Fa408 (10/14–10/25/2024). I would like to be able to say that we are near completion of the fieldwork, but we continue to find more features than originally expected, and these features are large and require additional hand excavation, although I also utilize mechanical stripping when I can (such as bisecting the brick-lined beehive cistern we found [Feature 17]). At this time, the mechanical stripping is finished with having stripped 3,107.1 sq m, meeting the requirements of the work plan, which included 3,100 sq m. In total for the phase III so far, we have excavated 24 units, 12 of which were utilized to sample yard areas to the north and south of the dwelling and slave quarters, and the remaining 12 used to sample features, mostly in the dwelling area (Block 4) as well as in Block 6 to sample the large pit cellar (Feature 4). We also have identified 19 features so far, with most being large features requiring multiple hand-excavated units. I anticipate that once the other structures are excavated, we will find even more features, as such has been the case in the dwelling area. Forty postholes also have been discovered, but most have not been excavated; instead, various fence lines and a line of possible porch posts have been sampled. The work plan included 25 excavation units, 10 large features, 15 small-medium features, and 15 postholes. We have nearly if not actually exceeded that in the case of the large features and postholes when it comes to the work so far, and we still have to finish sampling the dwelling and have two outbuildings and the slave quarters to excavate/sample.

With regard to the last two weeks, here are some interesting updates and photographs. None of this will be a big surprise since you both were able to visit the site in person last Tuesday, but hopefully the information will still provide an interesting read! Since we have found so many features, I'm just providing the highlights and not including details on everything we've found (such as the not-as-exciting 17 postholes we recorded, not that I have anything against a good posthole! 😊).



Overview of excavation progress over the entirety of Site 15Fa408.



Drone image of dwelling (left), slave quarters (right), cistern (center), and outbuildings (top), seemingly connected to the dwelling by a walkway (Feature 23).

Work continued in Block 6 to sample Feature 4. As noted previously, a 2 x 1 m unit (Unit 20) was placed adjacent to phase II TU 6 and phase III Unit 18. In order to facilitate the excavation of Unit 20, we mechanically excavated a roughly 17 sq m trench through TU 6 and Unit 18 to allow for better and safer access to the feature. Unit 20 was excavated from 36 to 179 cm bgs. It is likely that this pit cellar was abandoned for a number of years, and that the sides started to slump and erode into the interior, filling it, until sometime in the late nineteenth century, it was used as a trash pit and filled with ash, many faunal remains, and various nineteenth-century artifacts. At this time, the inception date for the feature is unknown, but based on the ceramics that were recovered from the units sampling it, it may have originated as early as the late eighteenth century or the early nineteenth century. Following the excavation of Unit 20, we used the trackhoe to remove some of the hard baked upper fill and were able to see the outline of the cellar in plan view. Drone photos were taken but are not available as of the writing of this summary.



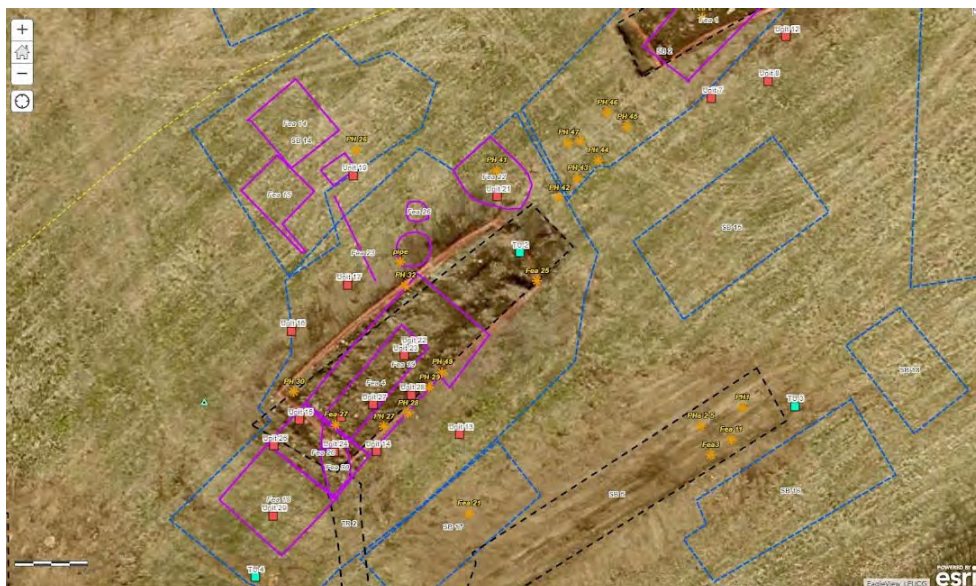
Block 6, Feature 4, Unit 20 south profile, 36-179 cm bgs.

As mentioned in the last summary, Feature 9 in Block 7 was revealed to be a small, 5.5 x 5.5 m structure south of the tree line and 16 m north of the spring. Since it was covered in a thick, compact layer of clay fill, we trenched the feature with the trackhoe and found it to be filled with early twentieth-century trash, likely associated with the occupation of the last residents of the dwelling north of the tree line. Due to the unstable walls already starting to cave in, the depth of the feature (approximately 2 m), and the voids and instability of the trash/fill within it, the field crew could not safely enter the feature, so it could only be photographed and roughly sketched. Scoops of the feature fill were systematically taken from the base of the feature by the trackhoe bucket and screened by hand, however, in order to collect materials from the base of Feature 9. It is my interpretation that this was a partially above-ground cellar used for storage and likely was an early structure on the McDowell farm based on its proximity to the spring and the dwelling. No stone stairs were observed, so they likely had wooden stairs long gone, and no chimney base or hearth area was observed, further supporting the structure having been used as an outbuilding rather than living quarters.



Block 7, Feature 9, south profile, 59-199 cm bgs.

The dwelling structure (Features 5 and 18–20) is in the process of being sampled with excavation units in order to hopefully discover stratified deposits associated with the McDowells and Gilberts as well as to gather data to decipher the sequence of construction of the various parts of the dwelling. Based on what has been observed so far, it appears there was a section of the dwelling at the far east end that was nearly completely obliterated by the demolition of the structure. Little to no foundation or builder's trench remains, and it was only the central chimney at the east end of the foundation that revealed that there was another whole section of the house we did not know about. Units 22 and 23 were placed in the firebox/hearth area on its west side since it was less disturbed. This was within the portion of the structure designated Feature 5. Unit 25 also was placed within the limits of Feature 5 along the foundation east of the triangle, and within it was a builder's trench (Features 27 and 28).



Close up of dwelling area at Site 15Fa408.



North and west profiles of Unit 25, Feature 28 in Block 4, 22-92 cm bgs.

Units 27, 28, and 30 also were placed within Feature 5 to sample parts of the dwelling to ascertain when the house may have been expanded from an original smaller structure. Unit 27 is still in progress, and it contains a puzzling rock-lined drain feature (Feature 29). Unit 28 revealed that there had been a porch on the south side of the structure. Unit 30 is still in progress, but it was only just started and it is sampling a northern section between what is believed to be the original portion (Feature 5) and Feature 19, the expanded dwelling foundation.



Planview of Feature 29 (drain) in Unit 27 within Feature 5 (probably original portion of dwelling) in Block 4, 18-29 cm bgs.

Units 24 and 26 were placed within the limits of Feature 20, which is west and adjacent to Feature 5, and both units encountered deep, nearly impenetrable rubble. What was discovered as a result was that there was an unknown cellar/ basement under the house (Feature 30). Trench 2, which was approximately 48 sq m in size, was excavated with the trackhoe to reveal a portion of it and expose profiles of the outer wall foundations. Recording and sampling is still in progress. Unit 29 was

excavated at the western end of Feature 18, which is tentatively believed to be the former detached kitchen. Additional units will need to be placed within this portion of the dwelling to sample the deposits.



Planview of Feature 30 (cellar) within Feature 20, 19-146 cm bgs. Photograph was taken standing on the triangle looking down.

To the east of the dwelling area was a large midden that spanned much of what would have been the yard area between the dwelling and slave quarters. It was not fully visible until the entire area between the dwelling and slave quarters was stripped with the trackhoe. This was sampled during the phase II with TU 2, and it was thought at the time to be a possible shallow cellar (Feature 8). Feature 8 now designates the dense yard midden. It contained a high concentration of coal and cinders and late nineteenth- and early twentieth-century artifacts, as well as faunal remains. It was further sampled within the last two weeks with Unit 21. In addition to the midden being discovered in that area, a turn of the twentieth-century trash pit had been dug into the midden while the site was being occupied, and it in turn had covered up an earlier posthole (PH 48).



Feature 25, trash pit, north profile, 16-64 cm bgs. At the base, not yet excavated, was PH 48.

Feature 17 was the beehive cistern first mentioned in the last update, and adjacent to it was a circular disturbed ring of limestone foundation stones (Feature 26) that was thought to be a possible well. This past Thursday, the cistern and Feature 26 were bisected with the trackhoe. It revealed that the cistern was densely packed with demolition debris (limestone rubble and hand-made bricks), and that Feature 26 was not a well but a shallow pit feature of some sort. Feature 26 still needs to be investigated.



Feature 17, cistern filled with rubble, 0-137 cm bgs.

Please let me know if you have any questions!

Cheers,

Tanya

Tanya Faberson Hurst, PhD
Senior Principal Investigator
 Cultural Resource Analysts, Inc.
 151 Walton Avenue
 Lexington, KY 40508
[859.252.4737](tel:859.252.4737) office
[859.254.3747](tel:859.254.3747) fax
[859.489.5883](tel:859.489.5883) cell
<http://www.crai-ky.com>

In the Name of God and in my right mind I make this my last will and testament I give and bequeath to my wife Jane McDowell my carriage and two horses her choice with the harness and one third of the tract of land I live on one third of the proceeds of my stock when sold and my negro woman Clara Mary Polina and William with Beds she brought with her when I married her and two Beds of mine and Bedding with one third of the Ballance of household and Kitchen Furniture during her life except the third of the beds. Also I give and bequeath to my daughter Patsy McDowell my Negroes Jim John and Henry. - Also I give my son Charles McDowell one hundred and twenty acres of land that I now live on, and two negro men Andrew and John and my clock. - Also I give and bequeath to my daughter Sally Allen three hundred Dollars in Cash. - The Ballance of my Negroes Sucky, Mariah, Edward, Thomas, Aaron, Samuel, Jerry, Daphney, Darkey and Ben to be sold and equally divided amongst my children. - The ballance of the land after my wife and son Charles gets their part to be sold with the household and Kitchen Furniture and Equally divided between my Daughters and what money is on hand to be divided also between my daughters. - I also allow my land to be divided by my Executors or by Commissioners appointed to the best advantage for the benefit of my wife and son Charles dividing the same to suite both parties as much as possible My wife having the house in her part. - And I hereby appoint J. H. Allen and John L. McDowell my Executors to act for the Family

Test J. McDowell

John McDowell Seal

Wm. Pawling

Fayette County Court

August Court 1835

This Writing purporting to be the last will and testament of John McDowell dec^d was produced in Court and read by the Oath of J. H. Allen & Wm. Pawling Subscribing Witnesses thereto and ordered to be recorded which is truly done in my office

Att (J. H. Roden clk)

An Inventory of the Estate of R. Young dec^d in Current Money of the United States

1 Loom	5	"	1 Drawing knife 1 Auger 1 Heavy comb	"	50
2 Saws & 7 Shoats	12	"	1 bofferhill tipped flesh fork 2 Smoothing iron	1	"
2 Clubs	"	50	1 Sawing Knife	2	50
3 heads of Sheep	6	"	1 reel & 2 flax wheels	1	"
1 Feather Bed bolster 2 pillows 1 blanket quilt	20	"	3 Clubs	2	"
cupboard furniture	4	50	8 Chairs	"	"
2 Cars 2 brooks 2 jugs	1	"	2 bedsteads	"	75
4 Baskets	1	50	1 Lot Bacon 152 lbs at 5 ^{cts} p lb	7	60
3 Bowls & Trays 1 Hair Sieve	1	25	1 Bay Mare	40	"
2 Muskets & 1 Culler	"	75	1 Red Cow & Calf	14	"
1 Churn & 1 Piggins	"	37 ^{1/2}	1 Folding 4 Square Table	4	50
1 Spade 1 ft. Andirons hand saw & 2 Wedges	1	50	1 Saddle & Bridle	5	"
3 Pots & 3 Ovens 1 Skillet 4 pr. hooks 1 Potrack	4	"		137	22 ^{1/2}

Pursuant to an order of the Fayette Co Court of the Sept. term the undersigned appraisers therein appointed proceed to appraise all the personal estates of R. Young dec^d produced by the Adm^r in Current money Report the above Inventory as correct Given under our hands this 26 Sept. 1834

Saml Taul

Tho. Carr

P. E. Toddhunter

} app.

Fayette County Court

This day personally appeared before me the undersigned a Justice of the Peace for said County Tho Carr Samuel Taul and Parker E Toddhunter who were duly sworn as appraisers to comply with the within order Given under my hand this 26 day Sept. 1834

Wm B Summers

August Court 1835

Fayette County Court

This Inventory and Appraisement of the Estate of R. Young dec^d was returned to Court examined approved and ordered to be recorded which is truly done in my office

Att (J. H. Roden clk)

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CONTRACT MODIFICATION NO. 4 TO THE AGREEMENT WITH GRESHAM SMITH FOR EXPANDED SERVICES ON THE PHASE III ARCHAEOLOGICAL DATA RECOVERY IN THE LEGACY BUSINESS PARK PROJECT, AT A COST NOT TO EXCEED \$341,201.00.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute Contract Modification No. 4, which is attached hereto and incorporated herein by reference, with Gresham Smith for expanded services on the Phase III archaeological data recovery in the Legacy Business Park project, at a cost not to exceed \$341,201.00.

Section 2 - That an amount not to exceed the sum of \$341,201.00, be and hereby is approved for payment to Gresham Smith from account #3230-136103-71205, pursuant to the terms of Contract Modification No. 4.

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

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
1195-24:BGS:4913-4364-1344, v. 1

RESOLUTION NO. 628 - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CONTRACT MODIFICATION NO. 4 TO THE AGREEMENT WITH GRESHAM SMITH FOR EXPANDED SERVICES ON THE PHASE III ARCHAEOLOGICAL DATA RECOVERY IN THE LEGACY BUSINESS PARK PROJECT, AT A COST NOT TO EXCEED \$341,201.00.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute Contract Modification No. 4, which is attached hereto and incorporated herein by reference, with Gresham Smith for expanded services on the Phase III archaeological data recovery in the Legacy Business Park project, at a cost not to exceed \$341,201.00.

Section 2 - That an amount not to exceed the sum of \$341,201.00, be and hereby is approved for payment to Gresham Smith from account #3230-136103-71205, pursuant to the terms of Contract Modification No. 4.

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

PASSED URBAN COUNTY COUNCIL: December 5, 2024






MAYOR

ATTEST:



CLERK OF URBAN COUNTY COUNCIL

1195-24:BGS:4913-4364-1344, v. 1

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CONTRACT CHANGE ORDER		DATE:	November 18, 2024
		Contract Modification:	4
		CONTRACT #:	Res. 091-2023
PROJECT: Legacy Business Park			
TO: Gresham Smith			
Original Contract Amount		\$2,229,000.00	
Cumulative Amount of Previous Contract Modifications		\$770,104.00	
Percent Change of Previous Contract Modifications		35%	
Existing Contract Amount		\$2,999,104.00	
Net (increase/decrease) in Contract Amount - (From following pages)		\$341,201.00	
Percent Change of This Contract Modification		15%	
Original Contract Amount		\$2,229,000.00	
Cumulative Amount of all Contract Modifications		\$1,111,305.00	
Percent Change of all Contract Modifications		50%	
New Contract Amount Including this Change Order		\$3,340,305.00	
Recommended by <u>Craig Benz</u> 		(Proj. Manager)	Date <u>11/20/2024</u>
Accepted by <u>Erin Masterson</u> 		(Consultant)	Date <u>12/5/2024</u>
Accepted by _____		(Contractor)	Date _____
Approved by _____		(Director)	Date _____
Approved by <u></u>		(Commissioner)	Date <u>11/21/2024</u>
Approved by <u>Rinda Gorton</u>		(Mayor or CAO)	Date <u>12/9/2024</u>

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CONTRACT MODIFICATION					DATE:	November 18, 2024	
					Contract Mod #:	3	
					CONTRACT #:	Res. 091-2023	
Project: Legacy Business Park							
TO: Gresham Smith							
You are hereby requested to comply with the following changes from the contract plans and specifications;							
Item No.	ADD / DEL	Description of changes	Units	Quantity	Unit Price	Decrease in contract price	Increase in contract price
1	ADD	Professional Svcs - Archaeological Phase III	LS	1	\$ 341,201.00	\$ -	\$ 341,201.00
2						\$ -	
3						\$ -	\$ -
4						\$ -	\$ -
5						\$ -	\$ -
6						\$ -	\$ -
7						\$ -	\$ -
8						\$ -	\$ -
9						\$ -	\$ -
10						\$ -	\$ -
11						\$ -	\$ -
12						\$ -	\$ -
13						\$ -	\$ -
14						\$ -	\$ -
15						\$ -	\$ -
Total decrease						\$ -	
Total increase							\$ 341,201.00
Net (increase) in contract price							\$ 341,201.00

JUSTIFICATION FOR CHANGE

PROJECT: Legacy Business Park

CONTRACT NO. Res. 091-2023

CHANGE ORDER: 3

1. Necessity for change: The U.S. Army Corps of Engineers is requiring a Phase III Archaeological Data Recovery at the Legacy Business Park site in compliance with permitting requirements. This assessment must be completed before permits can be finalized and construction can begin.
2. Is proposed change an alternate bid? ___ Yes ___X___ No
3. Will proposed change alter the physical size of the project? ___ Yes ___X___ No
If "Yes", explain.
4. Effect of this change on other prime contractors: N/A
5. Has consent of surety been obtained? ___ Yes ___X___ Not Necessary
6. Will this change affect expiration or extent of insurance coverage? ___ Yes ___X___ No
If "Yes", will the policies be extended? ___ Yes ___ No
7. Effect on operation and maintenance costs: N/A
8. Effect on contract completion date: This will result in a delay in completion that is to be determined.

Denise Houston

Mayor

Date

12/9/24



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 1196-24

File ID: 1196-24

Type: Resolution

Status: Approved

Version: 1

Contract #: 340-2024

In Control: Urban County
Council

File Created: 11/21/2024

File Name: IRS VITA Partner Sponsor Agreement & Site Info
Sheet 2025

Final Action: 12/05/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Volunteer Income Tax Assistance/Tax Counseling for the Elderly (VITA/TCE) Partner Sponsor Agreement and any related documents, for the provision of the 2025 VITA/TCE Tax Preparation Assistance Programs at the Charles Young Center, at no cost to the Urban County Government. [Dept. of Social Services, Allen-Bryant]

Notes: In office 11/25/2024. MS

Stamped and filed in the CCO. Returned to Theresa 12/6/2024. MS

Sponsors:

Enactment Date: 12/05/2024

Attachments: 1196-24 Bluesheet Memo IRS VITA Tax Program Agreement 2025, IRS VITA Partner Sponsor Agreement 2025 f13533, IRS VITA Volunteer Site Information Sheet 2025 f13715, RESO 1196-24 VITA Tax 4936-6421-3249 v.1.docx, R-629-2024, Contract #340-2024

Enactment Number: R-629-2024

Deed #:

Hearing Date:

Drafter: Theresa Maynard

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	12/03/2024	Approved and Referred to Docket	Urban County Council	12/03/2024		Pass
1	Urban County Council	12/03/2024	Received First Reading	Urban County Council	12/05/2024		
1	Urban County Council	12/05/2024	Approved				Pass

Text of Legislative File 1196-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Volunteer Income Tax Assistance/Tax Counseling for the Elderly

(VITA/TCE) Partner Sponsor Agreement and any related documents, for the provision of the 2025 VITA/TCE Tax Preparation Assistance Programs at the Charles Young Center, at no cost to the Urban County Government. [Dept. of Social Services, Allen-Bryant]

Summary

Authorization to sign the Volunteer Site Information Sheet with Internal Revenue Service for the provision of Volunteer Income Tax Assistance (VITA), a Program that provides free tax preparation and filing to low-to-moderate income citizens in Fayette County. LFUCG will provide Program space for VITA at the Charles Young Center (540 East Third Street) and will be available January 27 through April 8, 2025. No Budgetary impact. (L1196-24) (Allen-Bryant)

Budgetary Implications: NO

Advance Document Review:

Law: Yes, T. Holskey 11/21/24

Risk Management: N/A

Fully Budgeted [select]: N/A

Account Number:

This Fiscal Year Impact: NA

Annual Impact: N/A

Project:


Activity:

Budget Reference:

Current Balance:



TO: Mayor Linda Gorton
Honorable Members, Urban County Council

FROM: 
Kacy Allen-Bryant, Commissioner of Social Services

DATE: November 21, 2024

SUBJECT: Volunteer Income Tax Assistance (VITA) Volunteer Site Information Sheet 2025
with Internal Revenue Service

Request:

Request Council approval to authorize the Mayor to sign the Volunteer Site Information Sheet with Internal Revenue Service for the provision of Volunteer Income Tax Assistance (VITA). This program provides free tax preparation and filing to low-to-moderate income citizens in Fayette County. The United Way of the Bluegrass is the statewide administrator of the VITA program.

Why Are You Requesting?

LFUCG will provide program space for VITA at the Charles Young Center (540 East Third Street). Program space will be available January 27 through April 8, 2025. Services will be rendered by volunteers registered with the United Way. In 2024, the program processed 612 federal returns for Fayette County residents, an increase of the 182 returns prepared by the program in 2023.

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

There is no fiscal impact associated with this agreement.

Are the funds budgeted?

There is no fiscal impact associated with this agreement.

File Number: 1196-24

Director/Commissioner: Kacy Allen-Bryant



VITA/TCE Partner Sponsor Agreement

We appreciate your willingness and commitment to serve as a sponsor in the Volunteer Income Tax Assistance (VITA) or Tax Counseling for the Elderly (TCE) volunteer tax return preparation programs.

To uphold taxpayers' civil rights, maintain program integrity and provide for reasonable protection of information provided by the taxpayers serviced through the VITA/TCE Programs, it is essential that partners and volunteers adhere to the strictest standards of ethical conduct and the following key principles be followed.

- Partners and volunteers must keep confidential the information provided for tax return preparation.
- Partners and volunteers must protect physical and electronic data gathered for tax return preparation both during and after filing season.
- Partners using or disclosing taxpayer data for purposes other than current, prior, or subsequent year tax return preparation must secure the taxpayer's consent to use or disclose their data.
- Partners and volunteers must delete taxpayer information on all computers (both partner owned and IRS loaned) after filing season tax return preparation activities are completed.
- Partners and site coordinators are expected to keep confidential any personal volunteer information provided.
- Partners will educate and enforce the Volunteer Standards of Conduct and Civil Rights Laws and the impact on volunteers, sites, taxpayers and the VITA/TCE Programs for not adhering to them.

1. Sponsor name

Lexington-Fayette Urban County Government

2. Street address

200 East Main Street

3. City

Lexington

4. State

KY

5. Zip code

40507

6. Telephone number

859-494-4670

7. E-mail address

paulabondking@gmail.com

Please review this form and [Form 13615, Volunteer Standards of Conduct](#). By signing and dating this form, you are agreeing:

- To the key principles,
- All volunteers participating in your return preparation site will complete the volunteer standards of conduct training, and
- All volunteers will agree to the Volunteer Standards of Conduct by signing and dating Form 13615.
- To read, understand and follow the Statement of Assurance Concerning Civil Rights Compliance listed in [Publication 4299, Privacy, Confidentiality and Civil Rights](#).
- Form 13615 will be validated and signed by a partner designated official (Site Coordinator, partner, instructor or IRS contact).

The IRS may terminate this agreement and add you to a volunteer registry, effective immediately for disreputable conduct that could impact taxpayers' confidence in any VITA/TCE Programs operated by you or your coalition members.

Sponsor signature

Linda Gorton

Print name

Mayor

Title

Date

Privacy Act Notice

The Privacy Act of 1974 requires that when we ask for information we tell you our legal right to ask for the information, why we are asking for it, and how it will be used. We must also tell you what could happen if we do not receive it, and whether your response is voluntary, required to obtain a benefit, or mandatory. Our legal right to ask for information is 5 U.S.C. 301.

We are asking for this information to assist us in contacting you relative to your interest and/or participation in the IRS volunteer income tax preparation and outreach programs. The information you provide may be furnished to others who coordinate activities and staffing at volunteer return preparation sites or outreach activities. The information may also be used to establish effective controls, send correspondence and recognize volunteers.

Your response is voluntary. However, if you do not provide the requested information, the IRS may not be able to use your assistance in these programs.

Form 13715 (October 2022)	Department of the Treasury - Internal Revenue Service Volunteer Site Information Sheet	OMB Number 1545-2222
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Purpose: The IRS toll-free assistance line and the VITA Site Locator Tool on irs.gov use the information you provide on this form to help taxpayers locate the nearest volunteer tax preparation site. Fill-in the information below carefully and ensure it is accurate and complete. Return the completed form to your local IRS contact. **If the site information changes after submitting this form, please provide your local IRS contact with the updated information immediately.**

Site Information

Date (MMDDYYYY) 11/19/2024	11. Does site prepare prior year returns <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Revised form <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	12. Does the site offer Certifying Acceptance Agent (CAA) service <input type="checkbox"/> Yes <input type="checkbox"/> No
1. Site name CHARLES YOUNG CENTER	13. Does the site use an Alternative Filing Method for return preparation <input type="checkbox"/> Yes <input type="checkbox"/> No If "Yes", select one and type additional methods if applicable
2. Site address 540 EAST THIRD STREET	14. What service systems are used to support virtual return preparation for this site? Select all that apply. <input type="checkbox"/> DocuSign <input type="checkbox"/> Fax machines and/or phone calls <input type="checkbox"/> Get Your Refund <input type="checkbox"/> Google docs <input type="checkbox"/> TaxSlayer taxpayer customer portal <input type="checkbox"/> TaxSlayer taxpayer scanned documents <input type="checkbox"/> Zoom or other video conferencing system <input type="checkbox"/> Other system (write in) _____
3. City, state, Zip code LEXINGTON, KY 40508	
4. Site Identification Number (SIDN) S43013888	
5. Program type VITA <input checked="" type="checkbox"/>	
6. First day open/ Last day open 1/27/25 / 4/8/25	15. Does your VITA/TCE site offer voter registration assistance to customers/taxpayers at any time during the year <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
7. Languages offered ENGLISH	16. Does the site offer Financial Education and Asset Building Services <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "Yes", Relationship Manager is required to complete Form 14099 - SPEC Financial Education & Asset Building Partner Assessment Tool
8. Is the site open to public <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	17. Does the site Prepare Non-Resident Alien/Foreign Student/Scholar Returns <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
9. Is the site an appointment only site <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "Yes", provide contact name and phone number	18. Has Form 15272, VITA/TCE Security Plan, or equivalent been submitted to the Territory Office <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
10. Is the site a mobile only site <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	19a. Federal e-file <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No 19b. State e-file <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Site Operating Hours

Day	Time	Comments (e.g. holiday closures, alternative opening times)
	Open	Close
MON	5:00PM	8:00PM
TUE	4:00PM	8:00PM
WED		
THUR		
FRI		
SAT		
SUN		

Site Coordinator or Contact

Name PAULA KING	Phone number 8594944670	Best time to call ANY <input type="checkbox"/> AM <input type="checkbox"/> PM
Address (street, city, state, zip code) 540 EAST THIRD STREET, LEXINGTON, KY 40508	Email address PAULABONDKING@GMAIL.COM	

IRS Use Only

Date Form 13715 received in Territory Office	SPECTRM updated (employee SEID) and date
Territory Manager or Designee approval (sign and date certifying the information on this form matches the data in SPECTRM)	

Privacy Act and Paperwork Reduction Notice – Our authority to ask for this information is 5 U.S.C. 301 and 26 USC 7801 and 7803. The primary purpose of asking for this information is to assist us in providing services to taxpayers at sites supporting IRS volunteer income tax preparation and outreach programs. The time estimated for participation is 30 minutes. Your response is voluntary. However, if you do not provide the requested information, the IRS may not be able to promote your assistance in these programs. We may not conduct or sponsor a collection of information subject to the Paperwork Reduction Act without displaying the OMB control number. We may provide this information to volunteers who coordinate activities and staffing at taxpayer assistance sites, and we may disclose this information to the media and the public. For more information about these and other routine uses, see the Privacy Act notices for Stakeholder Relationship Management and Subject Files and Volunteer Records (10.004 and 10.555) in the Federal Register: September 8, 2015 (Volume 80, Number 173) [Pages 54073-54074]

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A VOLUNTEER INCOME TAX ASSISTANCE/TAX COUNSELING FOR THE ELDERLY (VITA/TCE) PARTNER SPONSOR AGREEMENT AND ANY RELATED DOCUMENTS, FOR THE PROVISION OF THE 2025 VITA/TCE TAX PREPARATION ASSISTANCE PROGRAMS AT THE CHARLES YOUNG CENTER, AT NO COST TO THE URBAN COUNTY GOVERNMENT.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Volunteer Income Tax Assistance/Tax Counseling for the Elderly (VITA/TCE) Partner Sponsor Agreement, which is attached hereto and incorporated herein by reference, and any related documents, for the provision of the 2025 VITA/TCE Tax Preparation Assistance Programs at the Charles Young Center, at no cost to the Urban County Government.

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
1196-24:TAH:4936-6421-3249, v. 1

RESOLUTION NO. 629 - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A VOLUNTEER INCOME TAX ASSISTANCE/TAX COUNSELING FOR THE ELDERLY (VITA/TCE) PARTNER SPONSOR AGREEMENT AND ANY RELATED DOCUMENTS, FOR THE PROVISION OF THE 2025 VITA/TCE TAX PREPARATION ASSISTANCE PROGRAMS AT THE CHARLES YOUNG CENTER, AT NO COST TO THE URBAN COUNTY GOVERNMENT.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Volunteer Income Tax Assistance/Tax Counseling for the Elderly (VITA/TCE) Partner Sponsor Agreement, which is attached hereto and incorporated herein by reference, and any related documents, for the provision of the 2025 VITA/TCE Tax Preparation Assistance Programs at the Charles Young Center, at no cost to the Urban County Government.

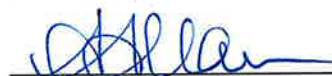
Section 2 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: December 5, 2024



MAYOR

ATTEST:



CLERK OF URBAN COUNTY COUNCIL

1196-24:TAH:4936-6421-3249, v. 1

Form **13533**
(September 2020)

Department of the Treasury - Internal Revenue Service

VITA/TCE Partner Sponsor Agreement

We appreciate your willingness and commitment to serve as a sponsor in the Volunteer Income Tax Assistance (VITA) or Tax Counseling for the Elderly (TCE) volunteer tax return preparation programs.

To uphold taxpayers' civil rights, maintain program integrity and provide for reasonable protection of information provided by the taxpayers serviced through the VITA/TCE Programs, it is essential that partners and volunteers adhere to the strictest standards of ethical conduct and the following key principles be followed.

- Partners and volunteers must keep confidential the information provided for tax return preparation.
- Partners and volunteers must protect physical and electronic data gathered for tax return preparation both during and after filing season.
- Partners using or disclosing taxpayer data for purposes other than current, prior, or subsequent year tax return preparation must secure the taxpayer's consent to use or disclose their data.
- Partners and volunteers must delete taxpayer information on all computers (both partner owned and IRS loaned) after filing season tax return preparation activities are completed.
- Partners and site coordinators are expected to keep confidential any personal volunteer information provided.
- Partners will educate and enforce the Volunteer Standards of Conduct and Civil Rights Laws and the impact on volunteers, sites, taxpayers and the VITA/TCE Programs for not adhering to them.

1. Sponsor name

Lexington-Fayette Urban County Government

2. Street address

200 East Main Street

3. City

Lexington

4. State

KY

5. Zip code

40507

6. Telephone number

859-494-4670

7. E-mail address

paulabondking@gmail.com

Please review this form and [Form 13615, Volunteer Standards of Conduct](#). By signing and dating this form, you are agreeing:

- To the key principles,
- All volunteers participating in your return preparation site will complete the volunteer standards of conduct training, and
- All volunteers will agree to the Volunteer Standards of Conduct by signing and dating Form 13615.
- To read, understand and follow the Statement of Assurance Concerning Civil Rights Compliance listed in [Publication 4299, Privacy, Confidentiality and Civil Rights](#).
- Form 13615 will be validated and signed by a partner designated official (Site Coordinator, partner, instructor or IRS contact).

The IRS may terminate this agreement and add you to a volunteer registry, effective immediately for disreputable conduct that could impact taxpayers' confidence in any VITA/TCE Programs operated by you or your coalition members.

Sponsor signature

Linda Gorton

Print name

Mayor

Title

Date

Privacy Act Notice

The Privacy Act of 1974 requires that when we ask for information we tell you our legal right to ask for the information, why we are asking for it, and how it will be used. We must also tell you what could happen if we do not receive it, and whether your response is voluntary, required to obtain a benefit, or mandatory. Our legal right to ask for information is 5 U.S.C. 301.

We are asking for this information to assist us in contacting you relative to your interest and/or participation in the IRS volunteer income tax preparation and outreach programs. The information you provide may be furnished to others who coordinate activities and staffing at volunteer return preparation sites or outreach activities. The information may also be used to establish effective controls, send correspondence and recognize volunteers.

Your response is voluntary. However, if you do not provide the requested information, the IRS may not be able to use your assistance in these programs.

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Linda Gorton

Print name

Mayor

Title

Date

12/6/24

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12/6/24

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Form 13715 (October 2022)	Department of the Treasury - Internal Revenue Service Volunteer Site Information Sheet	OMB Number 1545-2222
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Purpose: The IRS toll-free assistance line and the VITA Site Locator Tool on irs.gov use the information you provide on this form to help taxpayers locate the nearest volunteer tax preparation site. Fill-in the information below carefully and ensure it is accurate and complete. Return the completed form to your local IRS contact. **If the site information changes after submitting this form, please provide your local IRS contact with the updated information immediately.**

Site Information

Date (MMDDYYYY) 11/19/2024	11. Does site prepare prior year returns <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Revised form <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	12. Does the site offer Certifying Acceptance Agent (CAA) service <input type="checkbox"/> Yes <input type="checkbox"/> No
1. Site name CHARLES YOUNG CENTER	13. Does the site use an Alternative Filing Method for return preparation <input type="checkbox"/> Yes <input type="checkbox"/> No If "Yes", select one and type additional methods if applicable
2. Site address 540 EAST THIRD STREET	14. What service systems are used to support virtual return preparation for this site? Select all that apply. <input type="checkbox"/> DocuSign <input type="checkbox"/> Fax machines and/or phone calls <input type="checkbox"/> Get Your Refund <input type="checkbox"/> Google docs <input type="checkbox"/> TaxSlayer taxpayer customer portal <input type="checkbox"/> TaxSlayer taxpayer scanned documents <input type="checkbox"/> Zoom or other video conferencing system <input type="checkbox"/> Other system (write in) _____
3. City, state, Zip code LEXINGTON, KY 40508	
4. Site Identification Number (SIDN) S43013888	
5. Program type VITA <input checked="" type="checkbox"/>	
6. First day open/ Last day open 1/27/25 / 4/8/25	15. Does your VITA/TCE site offer voter registration assistance to customers/taxpayers at any time during the year <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
7. Languages offered ENGLISH	16. Does the site offer Financial Education and Asset Building Services If "Yes", Relationship Manager is required to complete Form 14099 - SPEC Financial Education & Asset Building Partner Assessment Tool <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
8. Is the site open to public <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	17. Does the site Prepare Non-Resident Alien/Foreign Student/Scholar Returns <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
9. Is the site an appointment only site <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "Yes", provide contact name and phone number	18. Has Form 15272, VITA/TCE Security Plan, or equivalent been submitted to the Territory Office <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
10. Is the site a mobile only site <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	19a. Federal e-file <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No 19b. State e-file <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Site Operating Hours

Day	Time		Comments (e.g. holiday closures, alternative opening times)
	Open	Close	
MON	5:00PM	8:00PM	CLOSED FEBRUARY 17, PRESIDENTS DAY
TUE	4:00PM	8:00PM	
WED			
THUR			
FRI			
SAT			
SUN			

Site Coordinator or Contact

Name PAULA KING	Phone number 8594944670	Best time to call ANY <input type="checkbox"/> AM <input type="checkbox"/> PM
Address (street, city, state, zip code) 540 EAST THIRD STREET, LEXINGTON, KY 40508	Email address PAULABONDKING@GMAIL.COM	

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3. City, state, Zip code LEXINGTON, KY 40508	<input type="checkbox"/> DocuSign <input type="checkbox"/> Fax machines and/or phone calls <input type="checkbox"/> Get Your Refund
4. Site Identification Number (SIDN) S43013888	<input type="checkbox"/> Google docs <input type="checkbox"/> TaxSlayer taxpayer customer portal
5. Program type VITA <input checked="" type="checkbox"/>	<input type="checkbox"/> TaxSlayer taxpayer scanned documents <input type="checkbox"/> Zoom or other video conferencing system
6. First day open/ Last day open 1/27/25 / 4/8/25	<input type="checkbox"/> Other system (write in) _____
7. Languages offered ENGLISH	15. Does your VITA/TCE site offer voter registration assistance to customers/taxpayers at any time during the year <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
8. Is the site open to public <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	16. Does the site offer Financial Education and Asset Building Services <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "Yes", Relationship Manager is required to complete Form 14099 - SPEC Financial Education & Asset Building Partner Assessment Tool
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Site Coordinator or Contact

Name PAULA KING	Phone number 8594944670	Best time to call ANY <input type="checkbox"/> AM <input type="checkbox"/> PM
Address (street, city, state, zip code) 540 EAST THIRD STREET, LEXINGTON, KY 40508	Email address PAULABONDKING@GMAIL.COM	

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Revised form	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	12. Does the site offer Certifying Acceptance Agent (CAA) service	<input type="checkbox"/> Yes <input type="checkbox"/> No
1. Site name	CHARLES YOUNG CENTER	13. Does the site use an Alternative Filing Method for return preparation If "Yes", select one and type additional methods if applicable	<input type="checkbox"/> Yes <input type="checkbox"/> No
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3. City, state, Zip code	LEXINGTON, KY 40508		
4. Site Identification Number (SIDN)	S43013888		
5. Program type	VITA ▼		
6. First day open/ Last day open	1/27/25 / 4/8/25	15. Does your VITA/TCE site offer voter registration assistance to customers/taxpayers at any time during the year	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
7. Languages offered	ENGLISH	16. Does the site offer Financial Education and Asset Building Services If "Yes", Relationship Manager is required to complete Form 14099 - SPEC Financial Education & Asset Building Partner Assessment Tool	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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SAT			
SUN			

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Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 1197-24

File ID: 1197-24

Type: Resolution

Status: Approved

Version: 2

Contract #: 372-2024

In Control: Urban County
Council

File Created: 11/21/2024

File Name: NAMI MOA ~ 865-869 Sparta Ct.

Final Action: 12/05/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Memorandum of Agreement with NAMI Lexington (KY), Inc., and any other documents related to the purchase of property located at 865-869 Sparta Court, the final form of which shall be subject to the approval of the Dept. of Law, at a cost not to exceed \$141,211. [Dept. of Housing Advocacy and Community Development, Lanter]

Notes: Stamped and filed in the CCO. Returned 1/23/2025. MS

Sponsors:

Enactment Date: 12/05/2024

Attachments: NAMI MOA Sparta Ct bluesheet, MOA with NAMI Fund Balance, NAMI Fund Balance Deed Restrictions, RESO 1197-24 NAMI MOA and Deed Rest. 4916-0932-6849 v.1.docx, R-630-2024, Contract #372-2024

Enactment Number: R-630-2024

Deed #:

Hearing Date:

Drafter: Dina Melvin

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	Urban County Council Work Session	12/03/2024	Approved and Referred to Docket	Urban County Council	12/03/2024		Pass
2	Urban County Council	12/03/2024	Received First Reading	Urban County Council	12/05/2024		
2	Urban County Council	12/05/2024	Approved				Pass

Text of Legislative File 1197-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Memorandum of Agreement with NAMI Lexington (KY), Inc., and any other documents related to the purchase of property located at 865-869 Sparta Court,

the final form of which shall be subject to the approval of the Dept. of Law, at a cost not to exceed \$141,211. [Dept. of Housing Advocacy and Community Development, Lanter]

Summary

Authorization to execute a Memorandum of Agreement with NAMI Lexington, Inc., and any other documents related to the purchase of property located at 865-869 Sparta Court. At a cost not to exceed \$141,211.00. Funds were Budgeted from the FY2024 Fund Balance for this purpose. (L1197-24) (Lanter)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: Yes, Completed by Tiffany Holskey, November 18, 2024

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

Fully Budgeted: BA in process

Account Number: 1101 900349 0001 71101

This Fiscal Year Impact: \$141,211.00

Annual Impact: \$0

Project:

Activity:

Budget Reference:

Current Balance: BA in process

TO: LINDA GORTON, MAYOR
URBAN COUNTY COUNCIL

FROM: CHARLIE LANTER, COMMISSIONER
HOUSING ADVOCACY & COMMUNITY DEVELOPMENT

DATE: November 21, 2024

SUBJECT: Memorandum of Understanding- NAMI Lexington, Inc. - 865-869 Sparta Court

Request: Authorization to execute a Memorandum of Agreement with NAMI Lexington, Inc., and any other documents related to the purchase of property, at a cost not to exceed \$141,211.00, using funds allocated from the FY2024 fund balance.

Purpose of Request:

To give NAMI the financial support to purchase the property that houses the Organization's Participation Station, which provides services to individuals in recovery from mental health challenges. LFUCG's assistance in Organization's acquisition of this Property promotes a public purpose by helping Organization continue to provide these services to the community. A deed restriction will be executed at closing to ensure the property is maintained by NAMI for the purposes of their mission.

What is the cost in this budget year and future budget years? \$141,211.00 for FY2025.

Are the funds budgeted? Yes, 1101-900349-0001-71101

File Number: 1197-24

Director/Commissioner: Lanter

**MEMORANDUM OF AGREEMENT
BETWEEN LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
AND NAMI LEXINGTON (KY), INC.**

THIS MEMORANDUM OF AGREEMENT (the “Agreement”), is made and entered into on the _____ day of _____, 2024 (the “Effective Date”), by and between the Lexington-Fayette Urban County Government, an urban county government of the Commonwealth of Kentucky created pursuant to KRS Chapter 67A, (“LFUCG”), 200 East Main Street, Lexington, Kentucky 40507 and NAMI Lexington (KY), Inc., a Kentucky corporation (“Organization”), with offices located at 498 Georgetown Street, Suite 100, Lexington, Kentucky 40508.

RECITALS

WHEREAS, Organization desires to purchase the property located at 865 – 869 Sparta Court, Lexington, Fayette County, Kentucky, and has requested funding from LFUCG to assist with the acquisition;

WHEREAS, LFUCG desires to provide funding to Organization to aid in the acquisition of said property, subject to an agreement by Organization to record a declaration of covenants and deed restrictions to restrict the use of the property for public purposes for a period of not less than fifteen (15) years; and

WHEREAS, this Agreement promotes a public purpose by assisting in Organization’s acquisition of the property in which it provides assistance to individuals in recovery from mental health challenges.

NOW, THEREFORE, and in consideration of the foregoing and the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties understand and agree as follows:

STATEMENT OF AGREEMENT

1. **Term**. This Agreement shall be in effect for fifteen (15) years from the date of recordation of a declaration of covenants and deed restrictions, or until such time when the covenants and restrictions expire or otherwise have not been extended (the “Term”).
2. **Proposal for Funding**. Organization requested funding from LFUCG in order to assist in its acquisition of the property located at 865 - 869 Sparta Court, Lexington, Fayette County, Kentucky (the “Property”). This Property houses Organization’s Participation Station, which provides services to individuals in recovery from mental health challenges. LFUCG’s assistance in Organization’s acquisition of this Property promotes a public purpose by helping Organization continue to provide these services to the community.
3. **Funds**. LFUCG hereby grants to Organization a total amount not to exceed One Hundred Forty One Thousand and Two Hundred Eleven Dollars and 00/100 Cents **[\$141,211.00]** (the “Funds”) to aid Organization in the purchase of the Property located at 865-869 Sparta Court, Lexington, Fayette County, Kentucky.

Organization acknowledges that the Funds awarded under this Agreement are public funds subject to all applicable state and local laws and regulations pertaining to the use of

public funds. Within 30 days following closing on the acquisition of the property, Organization shall provide to LFUCG documents evidencing payment thereof for the purposes set forth herein, including but not limited to a certified copy of the recorded deed to the property and a certified copy of the recorded declaration of covenants and deed restrictions. In any written or oral communications regarding the acquisition of the property using LFUCG funding, Organization shall identify LFUCG as the source of the Funds; Organization shall not identify individual Urban County Councilmember(s) as being responsible for the Funds.

4. Condition for Receipt of Funding. In order to be eligible for the Funds, Organization shall close on the Property not more than one hundred and twenty (120) days from the Effective Date, unless extended by written consent of LFUCG or a designated representative thereof.
5. Disposition and/or Change in Usage of Property Purchased with the Funds. Organization agrees that it shall only use the Funds for the expenditures set forth in this Agreement. Organization shall not:
 - a. spend the Funds on any other expenses or costs without first obtaining the written consent of LFUCG or a designated representative thereof;
 - b. transfer, sell, abandon, destroy, or otherwise dispose, or enter into any contract or agreement to see or otherwise transfer, any of the Property or assets purchased with the Funds without first obtaining the written consent of LFUCG or a designated representative thereof;
 - c. use the Property or assets purchased with the Funds to promote a private purpose; and/or
 - d. use the Property inconsistent with the programs and activities of Organization.

In exchange for the Funds, Organization agrees to the execution and recordation of a declaration of covenants and deed restrictions on the Property to restrict the usage and ownership of the Property for public purposes. These covenants and deed restrictions shall be executed at the closing and shall be recorded by Organization simultaneously with the recording of the deed to the property. Only LFUCG, or its successors and assigns, shall have the right to release the covenants and deed restrictions prior to the date on which the restrictions expire.

6. Termination; Breach and Cure; Recovery of Funds. LFUCG shall have the right to terminate this Agreement in the event that Organization defaults or is in material breach of its obligations under this Agreement. In the event of termination based upon a material condition of non-performance or default by Organization, LFUCG shall provide Organization with advance written notice specifying the nature of such breach. Organization shall have ten (10) days from the receipt of such notice to cure such breach. If more time is reasonably required for Organization's performance or ability to cure such breach, then Organization shall notify LFUCG in writing of its proposed schedule for performance and commence performance within such ten (10) day period; thereafter, Organization shall diligently proceed to completion. If Organization fails to cure or to commence cure within such ten (10) day period, then LFUCG shall have the right to terminate this Agreement immediately by serving Organization with written notice of termination. In the event that this Agreement is terminated, LFUCG shall be entitled to recover all funds advanced to Organization for which it has not yet expended on the Proposal in accordance with this Agreement.

Organization understands that if the Property is sold by Organization or if the use of the Property is changed, Organization shall reimburse LFUCG, within 90 days of the sale or change in use, 100% of the Remaining Value of LFUCG's contribution (the Funds) based upon the following depreciation schedule:

In:	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
15-year Depreciation	3.33%	6.67%	6.67%	6.67%	6.67%	6.67%	6.67%	6.66%	6.67%	6.66%	6.67%	6.66%	6.67%	6.66%	3.33%
15-year Remaining Value	96.67%	90.00%	83.33%	76.66%	69.99%	63.32%	56.65%	49.99%	43.32%	36.66%	29.99%	23.33%	16.66%	10.00%	3.33%

The % of depreciation shall be applied to the Funds LFUCG contributed, being \$141,211.00, for the year the Property was sold or the use of the Property was changed, with month 1 of Year 1 being the date of closing. If not paid within such 90-day period, LFUCG shall have a lien against the Property in the amount of the remaining value of the Funds, and may enforce same in the same manner as a lien for real property taxes may be enforced.

7. Record Retention; Reporting; Access. Organization shall create, maintain, and preserve sufficient records of its expenditures to demonstrate compliance with the requirements of this Agreement. Organization shall provide such records to LFUCG promptly upon written request. Such records shall be maintained not less than five (5) years after the expiration or termination of this Agreement. Organization shall provide LFUCG with all necessary access and/or documentation to verify its compliance with any provision of this Agreement and the Exhibits attached hereto.
8. Registration; Compliance; Authority to Sign. Organization shall be lawfully registered or authorized to do business in the Commonwealth of Kentucky and Lexington-Fayette County and shall at all times comply with any and all applicable federal, state, and local laws, ordinances, and regulations. LFUCG may request proof that Organization has timely filed federal, state, or local tax forms which shall be provided by Organization on a timely basis. The person signing this Agreement on behalf of Organization is fully authorized to do so.
9. Indemnity. Organization shall defend, indemnify and hold harmless LFUCG and/or its officers, agents, employees, representatives, assignees, and/or designees from any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses arising out of or resulting from this Agreement. Organization understands that LFUCG is a political subdivision of the Commonwealth of Kentucky and acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the Organization in any manner associated with the use of the Funds.
10. Open Records. Organization understands and agrees that this Agreement and any related documents relating thereto may be subject to disclosure under the Kentucky Open

Records Act and will comply with any reasonable request by LFUCG to provide assistance with such a request.

11. Independent Contractors. In no event shall the parties be construed, held or become in any way for any purpose the employee of the other party, or partners, associates or joint ventures in the conduct of their respective endeavors or otherwise in the performance of this Agreement.
12. Equal Opportunity; Fairness Ordinance. Organization shall provide equal opportunity in employment for all qualified persons, and shall (a) prohibit discrimination in employment because of race, color, creed, national origin, sex, age, sexual orientation, gender identity, or handicap, (b) promote equal employment through a positive, continuing program of equal employment, and (c) cause any subcontractor or agency receiving funds provided pursuant to this Agreement to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices. Organization agrees to comply with LFUCG's Fairness Ordinance (Ordinance No. 201-99) and all sources of applicable law, including those specified in any Exhibit attached to this Agreement and incorporated herein by reference.
13. Sexual Harassment. Organization must adopt or have adopted a written sexual harassment policy, which shall, at a minimum, contain a statement of current law; a list of prohibited behaviors; a complaint process; and a procedure which provides for a confidential investigation of all complaints. The policy shall be given to all employees and clients and shall be posted at all locations where Organization conducts business. The policy shall be made available to LFUCG upon request.
14. No Assignment; No Third Party Rights. Organization may not assign any of its rights and duties under this Agreement without prior written consent of LFUCG. This Agreement does not create a contractual relationship with or right of action in favor of a third party against either Organization or LFUCG.
15. Law and Venue. This Agreement shall be governed in all respects by the laws of the Commonwealth of Kentucky. Venue for all actions arising under this Agreement shall lie in the Circuit Court of Fayette County, Kentucky.
16. Amendments. This Agreement may be amended or modified from time to time only by the mutual written agreement of the parties hereto. Organization acknowledges that LFUCG may make such changes only upon approval of its legislative authority, the Lexington-Fayette Urban County Council, and the signature of its Mayor.
17. Waiver. The waiver by either party of any breach of any provision of this Agreement shall not constitute a continuing waiver or waiver of any subsequent breach by either party of either the same or another provision
18. Notice. Any notice required by this Agreement shall be delivered via hand delivery or certified mail, return receipt requested, to the following:

To LFUCG: Lexington-Fayette Urban County Government
 Department of Social Services
 200 East Main Street
 Lexington, Kentucky 40507

Attn: Tiffany Masden

To Organization: NAMI Lexington (KY), Inc.
498 Georgetown Street, Suite 100
Lexington, Kentucky 40508
Attn: Phil Gunning, Executive Director

19. Entire Agreement. This Agreement shall constitute the entire agreement between the parties hereto, and no representations, inducements, promises, or agreements, oral or otherwise, which are not embodied herein shall be effective for any purpose. This Agreement shall replace any previous agreement between the parties on the same subject matter.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

**LEXINGTON-FAYETTE
URBAN COUNTY GOVERNMENT**

NAMI Lexington (KY), Inc.

Linda Gorton, Mayor

PHIL GUNNING, EXECUTIVE DIRECTOR

Attested by:

Clerk of the Urban County Council

DECLARATION OF COVENANTS AND RESTRICTIONS

This **DECLARATION OF COVENANTS AND RESTRICTIONS** ("Declaration") is made this _____ day of December, 2024, by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky pursuant to Chapter 67A of the Kentucky Revised Statutes, whose address is 200 East Main Street, Lexington, Kentucky 40507 (herein "LFUCG"), and **NAMI LEXINGTON (KY), INC.**, a Kentucky corporation, whose principal address is 498 Georgetown Street, Suite 100, Lexington, Kentucky 40508 (herein "Organization"). Organization is the holder of an interest of the property in Fayette County, Kentucky, described on **Exhibit A** attached hereto and made a part hereof ("Property").

WITNESSETH:

That, for and in consideration of an agreement to hold and use the Property for the public purpose of providing programs, activities, and services consistent with Organization's mission to assist those with mental health challenges, Organization has been awarded funds by LFUCG in the amount of **ONE HUNDRED FORTY ONE THOUSAND AND TWO HUNDRED ELEVEN DOLLARS AND 00/100 CENTS (\$141,211.00)** ("Funds") to facilitate the purchase of the Property, subject to the following covenants and restrictions.

1. **OWNERSHIP OF THE PROPERTY.** In consideration of LFUCG providing funds to Organization for the acquisition of the Property, Organization covenants that they shall retain ownership of the property for a period of not less than fifteen (15) years from the date that this Declaration is recorded ("Covenant Period").
2. **MAINTENANCE OF THE PROPERTY.** During the Covenant Period, Organization shall improve, maintain, and preserve the Property in good condition, repair, and working order.
3. **PERMITTED USE OF THE PROPERTY.** During the Covenant Period, and in consideration of LFUCG providing funds to Organization for the acquisition of the Property, Organization shall continue to operate and provide services consistent

with Organization's mission to provide services to individuals with mental health challenges and shall utilize, manage, and maintain the Property for the general benefit of the community in Lexington, Fayette County, Kentucky, through the provision of programs and activities consistent with Organization's mission, and pursuant to the terms of the corresponding Memorandum of Agreement between LFUCG and Organization and this Declaration.

4. **ENFORCEMENT.** The covenants set forth in this Declaration shall run with the land described above and, to the fullest extent permitted by law and equity, shall be binding for the benefit and in favor of and enforceable by LFUCG, their successors and assigns. The failure of Organization to abide by the covenants and restrictions set forth herein shall result in Organization repaying the awarded sum of \$141,211.00, prorated by the period of the Covenant Period remaining, calculated in accordance with the schedule set forth in the corresponding Memorandum of Agreement between LFUCG and Organization. Such failure shall also result in the exercise of all rights and remedies by LFUCG as set forth in the Memorandum of Agreement between LFUCG and Organization.

Notwithstanding the foregoing, LFUCG shall be entitled to (a) institute legal action to enforce performance and observance of these covenants, (b) enjoin any acts which are in violation of these covenants, and (c) exercise any other legal or equitable right or remedy with respect to these covenants.

This covenant shall continue in effect from the date this Declaration is recorded, through fifteen (15) years from this date. Only LFUCG, or its successors and assigns, has the right to release this Declaration prior to its expiration date.

IN WITNESS WHEREOF, LFUCG and Organization have executed this Declaration as of the date set forth above.

SIGNATURE PAGES TO FOLLOW

SIGNATURE PAGE – LFUCG

**LEXINGTON- FAYETTE URBAN
COUNTY GOVERNMENT**

By: Linda Gorton

Its: Mayor

By: _____
Linda Gorton, Mayor

COMMONWEALTH OF KENTUCKY)
) SCT
COUNTY OF FAYETTE)

The foregoing instrument was subscribed, sworn to, and acknowledged before me by Linda Gorton, in her capacity as Mayor of Lexington-Fayette Urban County Government, a Kentucky local government established in accordance with Chapter 67A of the Kentucky Revised Statutes, on this ____ day of _____, 2024.

Notary Public, State At Large, Kentucky

My Commission Expires: _____

Commission Number: _____

SIGNATURE PAGE – ORGANIZATION

NAMI LEXINGTON (KY), INC.

By: Phil Gunning

Its: Executive Director

By: _____
Phil Gunning, Executive Director

COMMONWEALTH OF KENTUCKY)
) SCT
COUNTY OF FAYETTE)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this the _____ day of _____, 2024, by Phil Gunning, Executive Director of NAMI Lexington (KY), Inc.

Notary Public, State At Large, Kentucky

My Commission Expires: _____

Commission Number: _____

THIS INSTRUMENT PREPARED BY:

Tiffany Amber Holskey, Esq.
Lexington-Fayette Urban County Government
Department of Law
200 East Main Street, 11th Floor
Lexington, Kentucky 40507
(859) 258-3500

EXHIBIT A

865 869 SPARTA COURT

BEING, all of Lots 2 and 3, Block "A", of Versailles Heights Subdivision, Unit 1, Amended Plat of which is of record in Plat Cabinet D, Slide 540, in the Fayette County Court Clerk's Office, to which plat reference is hereby made for a more particular description of the property conveyed; the improvements on said premises being known and designated as 865 Sparta Court and 869 Sparta Court; and,

Being the same property conveyed to Daniel Clark and Lisa Gunther Clark, his wife, by deed dated December 4, 1987, of record in Deed Book 1462, Page 599, in the Fayette County Clerk's Office.

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A MEMORANDUM OF AGREEMENT WITH NAMI LEXINGTON (KY), INC., AND ANY OTHER DOCUMENTS RELATED TO THE PURCHASE OF PROPERTY LOCATED AT 865-869 SPARTA COURT, THE FINAL FORM OF WHICH SHALL BE SUBJECT TO THE APPROVAL OF THE DEPARTMENT OF LAW, AT A COST NOT TO EXCEED \$141,211.00.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute a Memorandum of Agreement with NAMI Lexington (KY), Inc., and any other documents related to the purchase of the property located at 865-869 Sparta Court, drafts of which are attached hereto and the final forms of which shall be subject to the approval of the Department of Law, at a cost not to exceed \$141,211.00.

Section 2 – That an amount, not to exceed \$141,211.00, is hereby authorized for payment to NAMI Lexington (KY), Inc. from account #1101-900349-71101, pursuant to the terms of the Memorandum of Agreement.

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

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
1197-24:TAH:4916-0932-6849, v. 1

RESOLUTION NO. 630 - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A MEMORANDUM OF AGREEMENT WITH NAMI LEXINGTON (KY), INC., AND ANY OTHER DOCUMENTS RELATED TO THE PURCHASE OF PROPERTY LOCATED AT 865-869 SPARTA COURT, THE FINAL FORM OF WHICH SHALL BE SUBJECT TO THE APPROVAL OF THE DEPARTMENT OF LAW, AT A COST NOT TO EXCEED \$141,211.00.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute a Memorandum of Agreement with NAMI Lexington (KY), Inc., and any other documents related to the purchase of the property located at 865-869 Sparta Court, drafts of which are attached hereto and the final forms of which shall be subject to the approval of the Department of Law, at a cost not to exceed \$141,211.00.

Section 2 – That an amount, not to exceed \$141,211.00, is hereby authorized for payment to NAMI Lexington (KY), Inc. from account #1101-900349-71101, pursuant to the terms of the Memorandum of Agreement.

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

PASSED URBAN COUNTY COUNCIL: December 5, 2024

Linda Gorton

MAYOR

ATTEST:

[Signature]

CLERK OF URBAN COUNTY COUNCIL

1197-24:TAH:4916-0932-6849, v. 1

**MEMORANDUM OF AGREEMENT
BETWEEN LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
AND NAMI LEXINGTON (KY), INC.**

THIS MEMORANDUM OF AGREEMENT (the "Agreement"), is made and entered into on the 22 day of January, 2024 (the "Effective Date"), by and between the Lexington-Fayette Urban County Government, an urban county government of the Commonwealth of Kentucky created pursuant to KRS Chapter 67A, ("LFUCG"), 200 East Main Street, Lexington, Kentucky 40507 and NAMI Lexington (KY), Inc., a Kentucky corporation ("Organization"), with offices located at 498 Georgetown Street, Suite 100, Lexington, Kentucky 40508.

RECITALS

WHEREAS, Organization desires to purchase the property located at 865 – 869 Sparta Court, Lexington, Fayette County, Kentucky, and has requested funding from LFUCG to assist with the acquisition;

WHEREAS, LFUCG desires to provide funding to Organization to aid in the acquisition of said property, subject to an agreement by Organization to record a declaration of covenants and deed restrictions to restrict the use of the property for public purposes for a period of not less than ten (10) years; and

WHEREAS, this Agreement promotes a public purpose by assisting in Organization's acquisition of the property in which it provides assistance to individuals in recovery from mental health challenges.

NOW, THEREFORE, and in consideration of the foregoing and the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties understand and agree as follows:

STATEMENT OF AGREEMENT

1. **Term.** This Agreement shall be in effect for ten (10) years from the date of recordation of a declaration of covenants and deed restrictions, or until such time when the covenants and restrictions expire or otherwise have not been extended (the "Term").
2. **Proposal for Funding.** Organization requested funding from LFUCG in order to assist in its acquisition of the property located at 865 - 869 Sparta Court, Lexington, Fayette County, Kentucky (the "Property"). This Property houses Organization's Participation Station, which provides services to individuals in recovery from mental health challenges. LFUCG's assistance in Organization's acquisition of this Property promotes a public purpose by helping Organization continue to provide these services to the community.
3. **Funds.** LFUCG hereby grants to Organization a total amount not to exceed One Hundred Forty One Thousand and Two Hundred Eleven Dollars and 00/100 Cents **[\$141,211.00]** (the "Funds") to aid Organization in the purchase of the Property located at 865-869 Sparta Court, Lexington, Fayette County, Kentucky.

Organization acknowledges that the Funds awarded under this Agreement are public funds subject to all applicable state and local laws and regulations pertaining to the use of

public funds. Within 30 days following closing on the acquisition of the property, Organization shall provide to LFUCG documents evidencing payment thereof for the purposes set forth herein, including but not limited to a certified copy of the recorded deed to the property and a certified copy of the recorded declaration of covenants and deed restrictions. In any written or oral communications regarding the acquisition of the property using LFUCG funding, Organization shall identify LFUCG as the source of the Funds; Organization shall not identify individual Urban County Councilmember(s) as being responsible for the Funds.

4. Condition for Receipt of Funding. In order to be eligible for the Funds, Organization shall close on the Property not more than one hundred and twenty (120) days from the Effective Date, unless extended by written consent of LFUCG or a designated representative thereof.
5. Disposition and/or Change in Usage of Property Purchased with the Funds. Organization agrees that it shall only use the Funds for the expenditures set forth in this Agreement. Organization shall not:
 - a. spend the Funds on any other expenses or costs without first obtaining the written consent of LFUCG or a designated representative thereof;
 - b. transfer, sell, abandon, destroy, or otherwise dispose, or enter into any contract or agreement to see or otherwise transfer, any of the Property or assets purchased with the Funds without first obtaining the written consent of LFUCG or a designated representative thereof;
 - c. use the Property or assets purchased with the Funds to promote a private purpose; and/or
 - d. use the Property inconsistent with the programs and activities of Organization.

In exchange for the Funds, Organization agrees to the execution and recordation of a declaration of covenants and deed restrictions on the Property to restrict the usage and ownership of the Property for public purposes. These covenants and deed restrictions shall be executed at the closing and shall be recorded by Organization simultaneously with the recording of the deed to the property. Only LFUCG, or its successors and assigns, shall have the right to release the covenants and deed restrictions prior to the date on which the restrictions expire.

6. Termination; Breach and Cure; Recovery of Funds. LFUCG shall have the right to terminate this Agreement in the event that Organization defaults or is in material breach of its obligations under this Agreement. In the event of termination based upon a material condition of non-performance or default by Organization, LFUCG shall provide Organization with advance written notice specifying the nature of such breach. Organization shall have ten (10) days from the receipt of such notice to cure such breach. If more time is reasonably required for Organization's performance or ability to cure such breach, then Organization shall notify LFUCG in writing of its proposed schedule for performance and commence performance within such ten (10) day period; thereafter, Organization shall diligently proceed to completion. If Organization fails to cure or to commence cure within such ten (10) day period, then LFUCG shall have the right to terminate this Agreement immediately by serving Organization with written notice of termination. In the event that this Agreement is terminated, LFUCG shall be entitled to recover all funds advanced to Organization for which it has not yet expended on the Proposal in accordance with this Agreement.

Organization understands that if the Property is sold by Organization or if the use of the Property is changed, Organization shall reimburse LFUCG, within 90 days of the sale or change in use, 100% of the Remaining Value of LFUCG's contribution (the Funds) based upon the following depreciation schedule:

In:	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Remaining Value	100%	90%	80%	70%	60%	50%	40%	30%	20%	10%

The Remaining Value of the Funds LFUCG contributed, being \$141,211.00, shall decrease by 10% each year after the conclusion of Year 1. Organization shall pay the Remaining Value for the year the Property was sold or the use of the Property was changed, with month 1 of Year 1 being the date of closing. If not paid within such 90-day period, LFUCG shall have a lien against the Property in the amount of the remaining value of the Funds, and may enforce same in the same manner as a lien for real property taxes may be enforced.

7. Record Retention; Reporting; Access. Organization shall create, maintain, and preserve sufficient records of its expenditures to demonstrate compliance with the requirements of this Agreement. Organization shall provide such records to LFUCG promptly upon written request. Such records shall be maintained not less than five (5) years after the expiration or termination of this Agreement. Organization shall provide LFUCG with all necessary access and/or documentation to verify its compliance with any provision of this Agreement and the Exhibits attached hereto.
8. Registration; Compliance; Authority to Sign. Organization shall be lawfully registered or authorized to do business in the Commonwealth of Kentucky and Lexington-Fayette County and shall at all times comply with any and all applicable federal, state, and local laws, ordinances, and regulations. LFUCG may request proof that Organization has timely filed federal, state, or local tax forms which shall be provided by Organization on a timely basis. The person signing this Agreement on behalf of Organization is fully authorized to do so.
9. Indemnity. Organization shall defend, indemnify and hold harmless LFUCG and/or its officers, agents, employees, representatives, assignees, and/or designees from any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses arising out of or resulting from this Agreement. Organization understands that LFUCG is a political subdivision of the Commonwealth of Kentucky and acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the Organization in any manner associated with the use of the Funds.
10. Open Records. Organization understands and agrees that this Agreement and any related documents relating thereto may be subject to disclosure under the Kentucky Open Records Act and will comply with any reasonable request by LFUCG to provide assistance with such a request.
11. Independent Contractors. In no event shall the parties be construed, held or become in any way for any purpose the employee of the other party, or partners, associates or joint

ventures in the conduct of their respective endeavors or otherwise in the performance of this Agreement.

12. Equal Opportunity; Fairness Ordinance. Organization shall provide equal opportunity in employment for all qualified persons, and shall (a) prohibit discrimination in employment because of race, color, creed, national origin, sex, age, sexual orientation, gender identity, or handicap, (b) promote equal employment through a positive, continuing program of equal employment, and (c) cause any subcontractor or agency receiving funds provided pursuant to this Agreement to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices. Organization agrees to comply with LFUCG's Fairness Ordinance (Ordinance No. 201-99) and all sources of applicable law, including those specified in any Exhibit attached to this Agreement and incorporated herein by reference.
13. Sexual Harassment. Organization must adopt or have adopted a written sexual harassment policy, which shall, at a minimum, contain a statement of current law; a list of prohibited behaviors; a complaint process; and a procedure which provides for a confidential investigation of all complaints. The policy shall be given to all employees and clients and shall be posted at all locations where Organization conducts business. The policy shall be made available to LFUCG upon request.
14. No Assignment; No Third Party Rights. Organization may not assign any of its rights and duties under this Agreement without prior written consent of LFUCG. This Agreement does not create a contractual relationship with or right of action in favor of a third party against either Organization or LFUCG.
15. Law and Venue. This Agreement shall be governed in all respects by the laws of the Commonwealth of Kentucky. Venue for all actions arising under this Agreement shall lie in the Circuit Court of Fayette County, Kentucky.
16. Amendments. This Agreement may be amended or modified from time to time only by the mutual written agreement of the parties hereto. Organization acknowledges that LFUCG may make such changes only upon approval of its legislative authority, the Lexington-Fayette Urban County Council, and the signature of its Mayor.
17. Waiver. The waiver by either party of any breach of any provision of this Agreement shall not constitute a continuing waiver or waiver of any subsequent breach by either party of either the same or another provision
18. Notice. Any notice required by this Agreement shall be delivered via hand delivery or certified mail, return receipt requested, to the following:

To LFUCG: Lexington-Fayette Urban County Government
 Department of Social Services
 200 East Main Street
 Lexington, Kentucky 40507
 Attn: Tiffany Masden

To Organization: NAMI Lexington (KY), Inc.
 498 Georgetown Street, Suite 100
 Lexington, Kentucky 40508

Attn: Phil Gunning, Executive Director

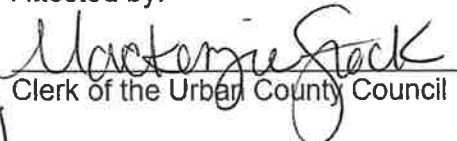
19. Entire Agreement. This Agreement shall constitute the entire agreement between the parties hereto, and no representations, inducements, promises, or agreements, oral or otherwise, which are not embodied herein shall be effective for any purpose. This Agreement shall replace any previous agreement between the parties on the same subject matter.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

**LEXINGTON-FAYETTE
URBAN COUNTY GOVERNMENT**


Linda Gorton, Mayor

Attested by:


Deputy Clerk of the Urban County Council

NAMI Lexington (KY), Inc.


PHIL GUNNING, EXECUTIVE DIRECTOR

DECLARATION OF COVENANTS AND RESTRICTIONS

This **DECLARATION OF COVENANTS AND RESTRICTIONS** ("Declaration") is made this _____ day of December, 2024, by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky pursuant to Chapter 67A of the Kentucky Revised Statutes, whose address is 200 East Main Street, Lexington, Kentucky 40507 (herein "LFUCG"), and **NAMI LEXINGTON (KY), INC.**, a Kentucky corporation, whose principal address is 498 Georgetown Street, Suite 100, Lexington, Kentucky 40508 (herein "Organization"). Organization is the holder of an interest of the property in Fayette County, Kentucky, described on **Exhibit A** attached hereto and made a part hereof ("Property").

WITNESSETH:

That, for and in consideration of an agreement to hold and use the Property for the public purpose of providing programs, activities, and services consistent with Organization's mission to assist those with mental health challenges, Organization has been awarded funds by LFUCG in the amount of **ONE HUNDRED FORTY ONE THOUSAND AND TWO HUNDRED ELEVEN DOLLARS AND 00/100 CENTS (\$141,211.00)** ("Funds") to facilitate the purchase of the Property, subject to the following covenants and restrictions.

1. **OWNERSHIP OF THE PROPERTY**. In consideration of LFUCG providing funds to Organization for the acquisition of the Property, Organization covenants that they shall retain ownership of the property for a period of not less than ten (10) years from the date that this Declaration is recorded ("Covenant Period").
2. **MAINTENANCE OF THE PROPERTY**. During the Covenant Period, Organization shall improve, maintain, and preserve the Property in good condition, repair, and working order.

Return to:
Tiffany Amber Holskey
LFUCG, Dept. of Law, 11th Floor
200 East Main Street
Lexington, KY 40507

3. **PERMITTED USE OF THE PROPERTY.** During the Covenant Period, and in consideration of LFUCG providing funds to Organization for the acquisition of the Property, Organization shall continue to operate and provide services consistent with Organization's mission to provide services to individuals with mental health challenges and shall utilize, manage, and maintain the Property for the general benefit of the community in Lexington, Fayette County, Kentucky, through the provision of programs and activities consistent with Organization's mission, and pursuant to the terms of the corresponding Memorandum of Agreement between LFUCG and Organization and this Declaration.
4. **ENFORCEMENT.** The covenants set forth in this Declaration shall run with the land described above and, to the fullest extent permitted by law and equity, shall be binding for the benefit and in favor of and enforceable by LFUCG, their successors and assigns. The failure of Organization to abide by the covenants and restrictions set forth herein shall result in Organization repaying the awarded sum of \$141,211.00, prorated by the period of the Covenant Period remaining, calculated in accordance with the schedule set forth in the corresponding Memorandum of Agreement between LFUCG and Organization. Such failure shall also result in the exercise of all rights and remedies by LFUCG as set forth in the Memorandum of Agreement between LFUCG and Organization.

Notwithstanding the foregoing, LFUCG shall be entitled to (a) institute legal action to enforce performance and observance of these covenants, (b) enjoin any acts which are in violation of these covenants, and (c) exercise any other legal or equitable right or remedy with respect to these covenants.

This covenant shall continue in effect from the date this Declaration is recorded, through ten (10) years from this date. Only LFUCG, or its successors and assigns, has the right to release this Declaration prior to its expiration date.

IN WITNESS WHEREOF, LFUCG and Organization have executed this Declaration as of the date set forth above.

SIGNATURE PAGES TO FOLLOW

SIGNATURE PAGE – LFUCG

**LEXINGTON- FAYETTE URBAN
COUNTY GOVERNMENT**

By: Linda Gorton

Its: Mayor

By: Linda Gorton
Linda Gorton, Mayor

COMMONWEALTH OF KENTUCKY)
) SCT
COUNTY OF FAYETTE)

The foregoing instrument was subscribed, sworn to, and acknowledged before me by Linda Gorton, in her capacity as Mayor of Lexington-Fayette Urban County Government, a Kentucky local government established in accordance with Chapter 67A of the Kentucky Revised Statutes, on this 22 day of January, 2025.


 Notary Public, State At Large, Kentucky
 My Commission Expires: 11/20/2027
 Commission Number: KTNPE2853

SIGNATURE PAGE – ORGANIZATION

NAMI LEXINGTON (KY), INC.

By: Phil Gunning

Its: Executive Director

By:

Phil Gunning, Executive Director
Phil Gunning, Executive Director

Phil Gunning, Executive Director

COMMONWEALTH OF KENTUCKY)

) SCT

COUNTY OF FAYETTE

)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this the 13th day of January, ²⁰²⁵~~2024~~, by Phil Gunning, Executive Director of NAMI Lexington (KY), Inc.



Notary Public, State At Large, Kentucky

My Commission Expires: 2-18-27

Commission Number: KYNP66663

THIS INSTRUMENT PREPARED BY:



Tiffany Amber Holskey, Esq.
Lexington-Fayette Urban County Government
Department of Law
200 East Main Street, 11th Floor
Lexington, Kentucky 40507
(859) 258-3500

EXHIBIT A

865 869 SPARTA COURT

BEING, all of Lots 2 and 3, Block "A", of Versailles Heights Subdivision, Unit 1, Amended Plat of which is of record in Plat Cabinet D, Slide 540, in the Fayette County Court Clerk's Office, to which plat reference is hereby made for a more particular description of the property conveyed; the improvements on said premises being known and designated as 865 Sparta Court and 869 Sparta Court; and,

Being the same property conveyed to Daniel Clark and Lisa Gunther Clark, his wife, by deed dated December 4, 1987, of record in Deed Book 1462, Page 599, in the Fayette County Clerk's Office.



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 1198-24

File ID: 1198-24

Type: Resolution

Status: Approved

Version: 2

Contract #: 354-2024

In Control: Urban County
Council

File Created: 11/21/2024

Final Action: 12/05/2024

File Name: Request Council authorization to execute revised agreement with Saint Joseph Health System in the amount of \$3,000 for use of the emergency room as a clinical practice area for the Sexual Assault Nurse Examiner (SANE) Program -FY 2024.

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Revised Agreement with Saint Joseph Health System, for use of the emergency room for the Sexual Assault Nurse Examiner at a cost not to exceed \$3,000. [Div. of Police, Weathers]

Notes: Signed and filed in the CCO. Returned to Celia Moore 12/12/2024. MS

Sponsors:

Enactment Date: 12/05/2024

Attachments: 25- Blue Sheet St Joe Health Agreement, SJHS and LFUCG - SANE Services Agreement (99577039v1)
-c, Resolution 423-2024, 1198-24 st joseph sane nurse 4912-4959-8208 v.1.doc, R-631-2024, Contract #354-2024

Enactment Number: R-631-2024

Deed #:

Hearing Date:

Drafter: Katrina James

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	Urban County Council Work Session	12/03/2024	Approved and Referred to Docket	Urban County Council	12/03/2024		Pass
2	Urban County Council	12/03/2024	Received First Reading	Urban County Council	12/05/2024		
2	Urban County Council	12/05/2024	Approved				Pass

Text of Legislative File 1198-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Revised Agreement with Saint Joseph Health System, for use of the emergency room for the Sexual Assault Nurse Examiner at a cost not to exceed \$3,000.

[Div. of Police, Weathers]

Summary

Authorization to execute a revised Agreement with Saint Joseph Health System to incorporate required Kentucky Revised Statutes to use of the emergency room as a clinical practice area for the Sexual Assault Nurse Examiner (SANE) Program - FY 2024. At a cost not to exceed \$3,000. (L1198-24) (Weathers/Armstrong)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Michael Cravens, 11/21/2024

Risk Management: N/A

Fully Budgeted: Yes

Account Number: 3140-505506-5561-71302

This Fiscal Year Impact: \$3,000

Annual Impact: \$0

Project: SANE_2024

Activity: FED_GRANT

Budget Reference: 2024

Current Balance: \$3000



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

**FROM: THERESA REYNOLDS, DIRECTOR
DIVISION OF GRANTS AND SPECIAL PROGRAMS**

DATE: NOVEMBER 21, 2024

**SUBJECT: Execute Revised Agreement with Saint Joseph Health Systems, Inc. for
Sexual Assault Nurse Examiner Program 2024**

Request: Council authorization to execute revised agreement with Saint Joseph Health System to incorporate required Kentucky Revised Statutes to use of the emergency room as a clinical practice area for the Sexual Assault Nurse Examiner (SANE) Program —FY 2024. Cost not to exceed \$3,000.

Purpose of Request: On August 29, 2024 (Resolution 423-2024), Council approved to execute an agreement with Saint Joseph Health System, Inc. Saint Joseph Health System provides emergency room space as clinical practice area for SANE Program at a cost of \$250 per month. Saint Joseph Health System has requested revisions to the agreement to add required Kentucky Revised Statutes. The Kentucky Revised Statute added to the agreement pertain to Chapter 216.B. Additionally, any reference in the original agreement to “Hospital” was changed to “System.” The Department of Law has reviewed and approved the revisions.

What is the cost in this budget year and future budget years? \$3,000 is the cost in FY25. No additional costs are anticipated.

Are the funds budgeted? Yes, 3140-505506-5561-71302 SANE_2024 FED_GRANT 2024

File Number: 1198-24

Director/Commissioner: Weathers/Armstrong



SEXUAL ASSAULT NURSE EXAMINER PROGRAM AGREEMENT

THIS SEXUAL ASSAULT NURSE EXAMINER PROGRAM AGREEMENT (hereinafter “Agreement”), is made and entered into on this 1st day of January_ 2024, 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 40504 (hereinafter referred to as “Government”), and the **SAINT JOSEPH HEALTH SYSTEM, INC.**, a not-for-profit corporation, whose primary place of business is 1 St. Joseph Drive Street, Lexington, Kentucky 40504 (hereinafter referred to as “System”, Government and System are each a “Party” and collectively, the “Parties”).

RECITALS

WHEREAS, it is the intent of the Parties to mutually cooperate in providing skilled clinical personnel for medical forensic services that complies with Chapters 216B and 314 of the Kentucky Revised Statutes and all administrative regulations related thereto;

WHEREAS, the Government has applied for and received federal funds (“Funds”) from the Commonwealth of Kentucky Justice Cabinet for implementation of a Sexual Assault Nurse Examiner Program (“SANE Program”) to support local hospitals treating victims of sexual assault in compliance with Kentucky Revised Statute 216B.400;

WHEREAS, the System owns and operates multiple duly licensed hospitals pursuant to Chapter 216B of the Kentucky Revised Statutes and desires to make a SANE Program available to its patients pursuant to Kentucky Revised Statute 216B.140 and 216B.400.

WHEREAS, Government is willing to provide the skilled clinical personnel to operate the SANE Program and offer SANE Program services to patients of System and System has agreed to provide a clinical area for the Government to implement its SANE Program in exchange for receipt of a portion of these Funds to support a community need to provide such a SANE 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

SCOPE OF AGREEMENT

- A. This Agreement shall have a term of one (1) year, beginning **January 1, 2024**, through **January 1, 2025**. Either Party may terminate this Agreement prior to the end of a one (1) year term without cause, by providing thirty (30) days’ advanced written notice to the other Party.
- B. The Government, through its SANE Program, shall provide Sexual Assault Nurse Examiner (s), as that term is defined in Chapter 314 of the Kentucky Revised Statutes (hereinafter referred to as “SANE Nurses”), on an as-available basis to the System, in order to perform the following services (“SANE Services”), as appropriate, at System:

1. Performance of medical forensic evaluations;
2. Interviewing of patients who make a complaint of sexual assault;
3. Explanations of medical forensic care to patients and collection of patient consent forms from patient before providing any medical forensic care;
4. Identification, packaging and preservation of forensic evidence;
5. Creation of records of the medical forensic examination and the maintenance of confidentiality for all such records, within the parameters specified in this Agreement and in the patient's consent form; and
6. Communication with law enforcement officers and other agencies, as needed.

The Parties mutually understand and agree that no other services, clinical or otherwise, are authorized by this Agreement, other than those services listed herein.

- C. The System shall designate a clinical practice area in the emergency room at CHI Saint Joseph Health - Saint Joseph Hospital ("SJH"), and at a later time and date as agreed upon by the Parties, CHI Saint Joseph Health - Saint Joseph East ("SJE"), for exclusive use by the Government, through its SANE Program, to perform the services specified in Section I of this Agreement. The System shall also maintain security to the designated space and shall limit access to the space to the Government's employees and contractors.
- D. In order to further the System's mission of providing quality health care to all segments of the community, Government agrees to abide by System policies to accept all patients and to treat all medically indigent patients without regard to ability to pay and without regard to race, color, national origin, citizenship, sex, age, sexual orientation, disability, religion, or other factors unrelated to the patient's need for services, so long as the patient is capable of giving informed consent and has actually given informed consent, which shall be documented on any form(s) required by the Government, prior to the receipt of services. The Parties understand that the utilization of the SANE Program is for purposes of examination and not for the decision by the patient to report the alleged criminal offense for law enforcement purposes.

SECTION II

RIGHTS AND OBLIGATIONS OF THE GOVERNMENT

- A. The Government shall pay an amount of the Funds for each location, not to exceed Three Thousand and No/100th Dollars (\$3,000.00) during the term of this Agreement, directly to System in the form of lump sums, in exchange for the System providing the clinical practice area described in Section I of this Agreement so that all specialized equipment to fulfill the Grant requirements is readily available for such services. Each lump sum paid to System shall equal Two Hundred and Fifty and No/100th Dollars (\$250.00), which shall be paid on the first day of each month during the term of this Agreement.
- B. The Government shall provide and maintain any and all equipment and supplies necessary for identifying, obtaining, packaging and preserving forensic evidence that the SANE Program conducts.

- C. The Government shall ensure that all SANE Nurses it provides the System are appropriately licensed and trained to perform the services specified in Section I of this Agreement, and shall adequately train and supervise the SANE Nurses to ensure that all services the SANE Nurses provide comply with the Kentucky Nurse Practice Act and the standards of clinical nursing practice, as well as the policies and procedures, regulations and guidelines (“Policies”) of the System, which shall all be in writing and provided to the Government on or before the effective date of this Agreement. Government shall ensure that the SANE Nurses have complied with all System health requirements identified in these Policies and provide any requested proof before such SANE Nurse begins services. Government shall also ensure and provide any requested proof that the SANE Nurse has complied with all System Human Resources background and verification checks, which shall be listed in the Policies.
- D. System reserves the right to revise or issue new health and background requirements at any time during the term of this Agreement. Should new requirements be issued or existing requirements revised, written notice shall be sent to Government at the notice address designated below. Any SANE Nurses already onsite at System shall be given thirty (30) days from the date notice is sent to come into compliance with any new or revised health or background requirements.
- E. The Government shall schedule “on-call” SANE Nurses and shall be responsible for prioritizing the availability of SANE Nurses to perform the services specified herein. But the Parties understand and agree that nothing in this Agreement shall be interpreted as to require the Government to ensure that it shall have SANE Nurses available to perform any and all services referenced in this Agreement twenty-four (24) hours of each day of the calendar year. Further, nothing in this Agreement shall be interpreted as to remove any obligation of the System to perform sexual assault nurse examinations in compliance with all applicable state law, where and when applicable.
- F. The Government shall require its SANE Nurses to maintain medical liability insurance, throughout the term of the Agreement, in the principal amount of not less than One Million and No/100th (\$1,000,000) Dollars per occurrence and Three Million and No/100th (\$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 System 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 System.
- G. The Government shall promptly inform System of any lawsuit that is threatened when it receives knowledge of said threat, and shall inform the System of any patient care event of which it becomes aware, if that event causes or contributes to injury or death, and could foreseeably result in a lawsuit.
- H. The SANE Program will maintain acceptable standards and procedures for selection, training, assignment and evaluation of SANE Nurses.

SECTION III

RIGHTS AND OBLIGATIONS OF THE SYSTEM

- A. The System, through its emergency department staff, shall perform a medical screening examination, in accordance with federal and state law and with the System's policy. As soon as System's emergency department staff determines that the patient is medically stabilized and ready to have the medical forensic examination, they shall then refer the patient to the SANE Program by calling Lexington Police Department dispatch at: 859-258-3600, only if the patient so requests the examination, should the patient be able to properly consent to such an examination request. The examination shall only be undertaken upon the consent of the patient.
- B. The System shall provide Key/Card access to the emergency department for the SANE Nurse contracting with the SANE Program.
- C. The System shall be responsible for maintenance of the walls, floor, ceiling, attachments thereon and all mechanical functions of the space the System provides, as referenced in Section I of this Agreement.
- D. The System understands and acknowledges that it remains obligated to perform sexual assault nurse examinations in compliance with all applicable state law, notwithstanding this Agreement. Further, nothing in this Agreement shall be interpreted as removing the System's obligation imposed by state statute or otherwise shifting that obligation of compliance to Government.
- E. The System agrees that in the event Government is unable to provide a SANE Nurse for a forensic evaluation, the System shall timely perform a forensic examination that complies with Chapter 216B of the Kentucky Revised Statutes and with any regulations related thereto. The System agrees that it will not refuse to provide or otherwise delay providing any patient with a sexual assault nurse examination due to the Government's inability to provide a SANE Nurse, within its control.

SECTION IV

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

- A. The Parties 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.
- B. The Parties agree that any and all forensic evidence collected by any SANE Nurse while providing services specified in this Agreement does not qualify as protected health information, defined below, and therefore is not subject to the rules of confidentiality specified in this Agreement or in Exhibit A, attached hereto. Further, all forensic evidence collected in

the performance of services specified in this Agreement is and shall remain the property of the Government.

- C. The System will direct its physicians and clinical staff 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 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 Government for any other purposes.
- D. Both Parties to abide by the attached Business Associate Agreement, attached as Exhibit A.

SECTION V

RELATIONSHIP OF THE PARTIES

- A. The Parties hereto agree that the SANE Program is and throughout the term of this Agreement will remain an independent entity performing certain duties and obligations under this Agreement and that the relationship created by this Agreement is not intended, nor shall it be construed, to create a joint venture, a partnership, or any other employer-employee relationship between the System and the SANE Program. Further, the Nurses will neither be, nor be deemed to be, employees of the System for any purposes.
- B. The System shall not be required to provide the Government or the SANE Nurse and SANE Program with access to its Electronic Medical / Health Record system. All necessary medical documentation for the purposes of this SANE Program are the responsibility of the Government. All proceedings, files, records, patient medical records and related information of System, the Medical Staff and committees thereof pertaining to the evaluation and improvement of the quality of patient care in System, shall be maintained by and are the property of System, and shall be kept strictly confidential by Government. Government shall not voluntarily disclose such confidential information, either orally or in writing, except as expressly required by law, court order, or permitted release pursuant to the prior written authorization of System. This covenant shall survive the termination of this Agreement.
- C. The System is not responsible for payment to the SANE Nurses of any and all wages, salaries, federal, state and municipal withholding taxes and Social Security taxes if indicated. The Parties mutually understand and agree that SANE Nurses are not entitled to any benefits provided by the System to its employees, including but not limited to, group health insurance, dental insurance, unemployment insurance benefits, workers compensation and disability insurance.
- D. System certifies upon execution of this Agreement that it complies with the federal and state

constitutions and all applicable federal and state laws regarding nondiscrimination. System provides equal opportunities for qualified persons in all aspects of System operations, and does not discriminate on the basis of race, color, national origin, ethnic origin, religion, creed, age, physical or mental disability, veteran status, uniformed service, political belief, sex, sexual orientation, gender-identity, gender- expression, pregnancy, marital status, genetic information, social or economic status, or whether the person is a smoker or a nonsmoker, as long as the person complies with System policy concerning smoking.

- E. Additionally, Government affirms that it is aware that System operates in accordance with a corporate compliance program, employs a Corporate Compliance Officer and operates a 24 hour, seven day a week compliance hotline. Government has been informed that a copy of the compliance plan is on file or can be viewed online, 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 compliance plan, the System can, at its sole discretion, terminate this Agreement upon written notice. Government recognizes that it is under an affirmative obligation to immediately report to the System's corporate compliance officer through the compliance hotline of any actions by an agent or employee of the System, which Government believes, in good faith, violates an ethical, professional or legal standards to the SJHS Corporate Responsibility Officer, either directly at 859-313-4718, or through the compliance hotline at 1-800-845-4310 or <https://compliancehotline.commonspirit.org>.
- F. Government also 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 send written notice to the System at the address provided in this Agreement, by certified mail, within forty-eight (48) hours after said event. System has the right to immediately terminate this Agreement upon receipt of any notice that the Government is excluded from participation in a Federal health care program, whether or not notice is given in conformity with this Agreement.
- G. Government warrants that all of the SANE Services to be provided hereunder, whether by it directly or by approved subcontractors, contractors or employees of Government, shall comply with all applicable federal, state and local statutes, rules and regulations, and that it shall be deemed a material breach of this Agreement by Government if it shall fail to observe this requirement. If such a breach is not cured in accordance with this Agreement, System may terminate this Agreement without penalty and without limiting any other rights and remedies set forth in this Agreement. Specifically, but not by way of limitation, Government warrants that the SANE Services to be provided hereunder shall comply with all applicable rules, regulations and accreditation standards or requirements of: (a) Medicare or Medicaid or other federal or state health programs; (b) The Joint Commission; (c) the Health Insurance Portability and Accountability Act of 1996 and the implementing regulations thereunder ("HIPAA"); (d) System and Medical Staff Bylaws, System policies and procedures, and all other rules and regulations established by System; (e) nationally accepted professional standards of practice;

and (f) any updates or amendments to such laws, rules, regulations, requirements and standards. With respect to the SANE Services, the Parties shall execute a Business Associate Agreement in the form approved by System which shall comply with the provisions set forth in such Business Associate Agreement, if applicable.

- H. System warrants that it shall comply with all applicable federal, state, and local statutes, rules and regulations, and that it shall be deemed a material breach of this Agreement by System if it shall fail to observe this requirement. If such breach is not cured in accordance with this Agreement, Government may terminate this Agreement without penalty and without limiting any other rights and remedies set forth in this Agreement. Specifically, but not by way of limitation, System warrants it shall comply with all applicable rules, regulations and accreditation standards or requirements of: (a) Medicare or Medicaid or other federal or state health programs; (b) The Joint Commission; (c) the Health Insurance Portability and Accountability Act of 1996 and the implementing regulations thereunder ("HIPAA"); (d) System and Medical Staff Bylaws, System policies and procedures, and all other rules and regulations established by System; (e) nationally accepted professional standards of practice; and (f) any updates or amendments to such laws, rules, regulations, requirements and standards.
- I. Nothing in this Agreement, whether written or oral, nor any consideration in connection herewith contemplates or requires the referral of any patient. The Parties specifically acknowledge and agree that any benefits which Government receives under this Agreement constitute reasonable payment for the SANE Services hereunder. Such benefits in no way require, are in no way contingent upon, and are in no way intended to induce the admission or referral of any patients to System, and this Agreement is not intended to influence the judgment of Government in choosing the medical facility appropriate for the proper treatment and care of his or her patients. There is no requirement that Government make referrals to, or be in a position to make or influence referrals to, or otherwise generate business for System as a condition for receiving such benefits. The Parties specifically intend to comply with the federal Anti-Kickback provisions (42 U.S.C. § 1320a-7b(b)) and any analogous state law.
- J. The Parties also agree to the terms and conditions as set forth in Exhibit B.

SECTION VI

MISCELLANEOUS TERMS AND CONDITIONS

- A. Any written notice required or permitted under this Agreement, except where otherwise specified, shall be delivered by hand or by certified mail, return receipt requested, and directed to the representative party at the address listed below:

For System:
Saint Joseph Health System, Inc.
System Administration
1 St. Joseph Drive

Lexington, Ky. 40504
Attn: Market CEO

For Government:
LFUCG Division of Police, Special Victims Unit
150 East Main Street
Lexington, KY 40507
Attn: Angela Wallace, SANE Coordinator

- B. This Agreement cannot be changed or modified except through a separate written amendment, executed by both Parties.
- C. This Agreement shall be deemed to have been made and shall be construed and interpreted in accordance to the laws of the Commonwealth of Kentucky.
- D. This Agreement constitutes the entire understanding between the Parties hereto and supersedes all prior agreements, arrangements and understandings between the Parties with respect to its subject matter.
- E. In the event any provision of the Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable with its terms.
- F. The Parties agree that the relationship created by this Agreement is not intended, nor shall it be construed, to create a joint venture, a partnership, or any other employer-employee relationship between the System and the Government and/or the Government's SANE Program. Further, the SANE Nurses will neither be, nor be deemed to be, employees of the System for any purposes.
- G. Unless otherwise expressly provided in this Agreement, each Party to this Agreement shall bear sole responsibility for all expenses incurred by such Party in connection with this Agreement, including legal fees, whether or not the transactions contemplated by this Agreement are consummated.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

Exhibit A HIPAA BUSINESS ASSOCIATE AGREEMENT

The Parties agree that, under this HIPAA Business Associate Exhibit, Lexington-Fayette Urban County Government (“**Business Associate**”) shall have all the rights and obligations of a “Business Associate” as defined in HIPAA (defined below), and Saint Joseph Health System, Inc., a member of the CommonSpirit Health Organized Health Care Arrangement (OHCA) (“**Covered Entity**”) shall have all the rights and obligations of a “Covered Entity,” as defined in HIPAA. This Exhibit will apply to all services Business Associate provides now or in the future to Covered Entity and to CommonSpirit Health OHCA members. The OHCA members are listed at <https://commonspirit.org/app/uploads/2019/01/1093849.pdf>

1. General Provisions, Including Definitions. This Exhibit is intended to apply to all services provided to Covered Entity by Business Associate, as of the last date signed below, whether or not such engagement has been reduced to writing, and this Exhibit supersedes any form of business associate agreement or provision that the Parties may have heretofore entered into with respect to the subject matter herein. The provisions of this Exhibit shall remain effective as long as Business Associate creates, receives, maintains or transmits PHI on behalf of Covered Entity, no matter whether the Agreement (as defined below) remains effective or not. All capitalized terms not defined in this Exhibit shall have the meaning ascribed to them by HIPAA, including Business Associate, Covered Entity, Data Aggregation, and Designated Record Set.

(a) “**Agreement**” shall mean the agreement to which this Exhibit is attached or incorporated within by reference.

(b) “**Breach**” shall mean the acquisition, access, Use, or Disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule which compromises the security or privacy of the PHI.

(c) “**California Breach**” shall mean, with respect solely to information created, received, maintained, or transmitted by Business Associate from or on behalf of any California facilities, the unlawful or unauthorized access to, and use or disclosure of, Individuals’ medical information, as the term “medical information” is defined at California Civil Code Section 56.05.

(d) “**HIPAA**” shall mean the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191), Title XIII of the American Recovery and Reinvestment Act of 2009 (Public Law 111-005), and the rules, guidance and regulations promulgated thereunder, as amended from time to time, including 45 Code of Federal Regulations, Parts 160 and 164.

(e) “**Individual**” shall have the meaning given to such term under HIPAA and shall include a person who qualifies as a personal representative.

(f) “**Protected Health Information**” (“**PHI**”) shall have the meaning given to such term under HIPAA, limited to the information created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity. PHI includes, without limitation, electronic PHI (“**ePHI**”). PHI does not include evidence collected during a forensic evaluation, including but not limited to: witness testimony, forensic reports, imagery (including photographs,

video recordings, and images, but only when created during a forensic evaluation), and/or any form of physical evidence collected during the forensic evaluation.

(g) **“Secretary”** shall mean the Secretary of the U.S. Department of Health and Human Services or her/his designee.

(h) **“Unsuccessful Security Incident”** shall mean any attempted but unsuccessful access of system operations in an information system by a Packer Internet Groper (PING) program or other broadcast attacks on Business Associate’s firewall, port scans, unsuccessful log-on attempts, denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access, acquisition, Use, or Disclosure of PHI.

(i) **“State”** shall mean the state in which Covered Entity is located. If this Exhibit applies to more than one Covered Entity, as indicated in the opening paragraph, in more than one state, “State” shall mean the state in which each Covered Entity is located, respectively.

(j) **“Subpart E”** shall mean 45 Code of Federal Regulations, Part 164, Subpart E, which consists of Sections 164.500 et seq., as amended from time to time.

2. Permitted Uses and Disclosures by Business Associate

(a) **For Covered Entities.** Except as otherwise limited in the Agreement and this Exhibit, Business Associate (i) shall create, receive, maintain, transmit, access, Use or Disclose PHI for the benefit of Covered Entity and to perform functions, activities, or services as specified herein and any other agreements between the Parties involving PHI, and (ii) shall not Use or Disclose PHI in a manner that would violate HIPAA if done by Covered Entity. To the extent Business Associate is to carry out one or more of Covered Entity’s obligations under Subpart E, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligations.

(b) **Minimum Necessary.** Business Associate shall request, Use, or Disclose only the minimum amount of PHI necessary to perform the specified functions, activities or services, in accordance with HIPAA’s minimum necessary requirements. In the event of inadvertent access by Business Associate to more than the minimum necessary amount of Covered Entity’s PHI, Business Associate will: (i) treat all such PHI in accordance with the Agreement and this Exhibit; (ii) promptly notify Covered Entity, in accordance with Section 3(d) below, of such access; (iii) erase, delete, or return such PHI as quickly as possible; and (iv) take all necessary actions to prevent further unauthorized access to PHI beyond the minimum necessary amount.

(c) **Management of Business Associate.** Except as otherwise limited in the Agreement and this Exhibit, Business Associate may Use or Disclose PHI for its proper management and administration or to carry out its legal responsibilities, provided that (i) the Disclosure is required by law, or (ii) Business Associate obtains reasonable assurances from the person to whom the PHI is Disclosed that such information shall remain confidential and be Used or further Disclosed solely as required by law or for the purpose of assisting Business Associate to meet Business Associate’s obligations under the Agreement. Business Associate shall require any person to whom PHI is Disclosed under this Subsection to notify Business Associate of any

instance of which it is aware in which the confidentiality or security of the PHI has been breached or its integrity compromised.

(d) **Data Aggregation.** Business Associate may Use PHI to provide Data Aggregation services solely for Covered Entity, consistent with HIPAA.

(e) **Compliance with State Laws.** Business Associate may Use, Disclose and access PHI only as permitted by State law, unless such State law is contrary to HIPAA and is preempted by HIPAA in accordance with 45 Code of Federal Regulations Sections 160.201 et seq.

3. **Obligations of Business Associate**

(a) **Use and Disclosure.** Business Associate shall not Use or Disclose PHI other than as permitted or required by the Agreement, this Exhibit, or as required by law.

(b) **Safeguards.** Business Associate shall use appropriate safeguards to prevent Use or Disclosure of PHI other than as provided for by this Exhibit. Business Associate shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity. If Business Associate conducts credit card transactions (i) such safeguards shall consist of or include the recommendations of the Payment Card Industry Data Security Standards, found at <https://www.pcisecuritystandards.org> and (ii) Business Associate shall not store security code (i.e., CVC) information or credit card information in any form. Also, if Business Associate regularly extends, renews, or continues credit to individuals, or regularly allows individuals to defer payment for services, including setting up payment plans in connection with one or more covered accounts, as the term is defined by the Federal Trade Commission's Red Flag Rules, Business Associate warrants that it shall comply with the Red Flag Rules and, specifically, have in place and implement a written identity theft prevention program designed to identify, detect, mitigate, and respond to suspicious activities that could indicate that identity theft has occurred in Business Associate's business practice.

(c) **Mitigation.** Business Associate shall promptly mitigate, at Business Associate's expense and to the extent practicable, any harmful effect of a Use or Disclosure of PHI by Business Associate in violation of this Exhibit. Such mitigation shall be done with the advice and close cooperation of Covered Entity.

(d) **Notify Covered Entity.** Business Associate shall promptly notify Covered Entity by telephone **and** by email of any Security Incident, Breach, or California Breach in writing in the most expedient time possible, and not to exceed five (5) calendar days in the event of a Security Incident, Breach or California Breach, following Business Associate's initial awareness of such Security Incident, Breach, or California Breach. Notwithstanding any notice provisions in the Agreement, such notice shall be made to CommonSpirit Health's Chief Privacy Officer, at both the phone number and email below. Without limitation, Security Incidents shall include ransomware attacks and Business Associate's knowledge of other types of infectious malware on Business Associate's computer systems. However, this Section constitutes advance and ongoing notice of Unsuccessful Security Incidents, for which no further notice is necessary. Business Associate shall cooperate in good faith with Covered Entity in the investigation of any Breach, California Breach, or Security Incident.

Any notice required under this BAA to be given to a Party shall be made to:

If to Covered Entity:

Saint Joseph Health System, Inc.
1 St. Joseph Drive
Lexington, Ky 40504
Attn: Lori Lamb, Chief Privacy Officer
Telephone No.: 303-338-2743
Email: PrivacyOffice@commonspirit.org

If to Business Associate:

LFUCG Division of Police, SVU
150 E. Main Street
Lexington, Ky. 40507
Attn: Angela Wallace
Telephone No.: 859-258-3742
Email: awallace@lexingtonpolice.ky.gov

(e) **Risk Assessment and Breach Notification.** Following receipt of notification from Business Associate of a Breach or California Breach, Covered Entity shall ensure a Breach risk assessment is conducted to determine whether PHI has been compromised and notification to affected Individuals is required. Business Associate shall cooperate with Covered Entity in the investigation of the event, the conduct of a Breach risk assessment, and notification of Individuals as required by HIPAA. Covered Entity may delegate any or all aspects of the investigation, Breach risk assessment, and notification of Individuals to Business Associate. If Business Associate will provide any required notification(s), Business Associate shall provide such notification timely and provide Covered Entity with documentation of Business Associate's actions, including documentation of the names and addresses of those to whom the notifications were provided.

(f) **Cloud Services.** Business Associate may use a subcontractor for data hosting, where such subcontractor receives, has access to, creates, maintains, or transmits PHI (a "**Cloud Service Provider**"), only on the following conditions: (i) Use of the Cloud Service Provider is subject to prior approval by Covered Entity, which approval will require a cybersecurity risk assessment, in which Business Associate will co-operate in gathering information and documentation, and (ii) Use of a Cloud Service Provider is contingent on Business Associate committing contractually to be responsible for its own adherence to certain minimum security standards of Covered Entity and Business Associate's truthful representation that it has contractually obligated its Cloud Service Provider to adhere to the minimum security standards of Covered Entity.

(g) **Access.** If Business Associate holds PHI in Designated Record Sets as determined by Business Associate or Covered Entity, Business Associate shall provide prompt access to the PHI to Covered Entity whenever so requested by Covered Entity, or, if directed by Covered Entity, to an Individual in order to meet the requirements of HIPAA and State Law, as applicable. If requested, such access shall be in electronic format. If an Individual requests directly from Business Associate: (i) to inspect or copy his/her PHI, or (ii) Disclosure of PHI to a third party, Business Associate shall promptly notify Covered Entity's Chief Privacy Officer of such request in accordance with Section 3(d) above and await such officer's denial or approval of the request.

(h) **Amendments.** Business Associate shall promptly make amendment(s) to PHI requested by Covered Entity and shall do so in the time and manner requested by Covered Entity to enable it/them to comply with HIPAA and State Law, as applicable. If an Individual requests an amendment to his/her PHI directly by Business Associate, Business Associate shall promptly

notify Covered Entity's Chief Privacy Officer of such request in accordance with Section 3(d) above and await such officer's denial or approval of the request.

(i) Internal Records. Business Associate shall promptly make its internal practices, books, and records relating to the Use, Disclosure, or security of PHI that Business Associate received from, maintained or created for or on behalf of Covered Entity, available to the Secretary, in a time and manner designated by the Secretary, to enable the Secretary to determine compliance with HIPAA.

(j) Accountings. Business Associate shall document all Disclosures of PHI and information related to such Disclosures as required under HIPAA in order that it may provide an accounting of such Disclosures as Covered Entity directs. Business Associate shall: (i) Provide an accounting as required under HIPAA to those Individuals who direct their requests to Business Associate; or (ii) Provide the accounting information required under HIPAA to Covered Entity, if so requested, in the time and manner specified by Covered Entity.

(k) Destruction. If, during the term of the Agreement, Business Associate wishes to destroy the PHI, it shall notify Covered Entity in writing about its intent to destroy data at least ten (10) business days before such date of destruction and shall comply with the requirements for destruction of PHI found in Section 5(a) of this Exhibit. If Covered Entity requests the return of any PHI, Business Associate shall comply as requested.

(l) HIPAA Compliance. Business Associate shall comply with 45 Code of Federal Regulations Part 164, Subpart C with respect to ePHI. Business Associate shall maintain policies and procedures, conduct ongoing risk assessment and risk management of its security program, identify a security official, and train and discipline its work force in compliance with the relevant portions of the Privacy and Security Regulations. Covered Entity shall have the right to request written copies of Business Associate's policies, procedures, programs, and training materials no more often than once per calendar year and Business Associate shall provide all such requested information within fifteen (15) business days of any request by Covered Entity. Business Associate shall maintain all documentation required under HIPAA for a period of six (6) years.

(m) Business Associates. Business Associate shall ensure that any agent, including a subcontractor, that creates, receives, maintains, or transmits PHI on behalf of Business Associate, agrees in a written contract with Business Associate to the same restrictions and conditions that apply to Business Associate with respect to such information. In performing services under this Exhibit, Business Associate shall use agents, employees or subcontractors that are domiciled only within the United States of America and its territories. Notwithstanding anything to the contrary in the Agreement or this Exhibit, Business Associate shall not use any agent or subcontractor to perform any service requiring access to PHI under this Exhibit without the express written consent of an authorized representative of Covered Entity.

(n) Sale of PHI. Except as otherwise permitted by HIPAA, Business Associate shall not directly or indirectly sell or receive remuneration in exchange for any of Covered Entity's PHI unless Covered Entity or Business Associate, with Covered Entity's express written consent, obtains a valid, signed authorization from the Individual whose PHI is at issue that specifically allows that Individual's PHI to be further exchanged for remuneration by the entity receiving the PHI.

(o) **Law Firms.** Notwithstanding anything contained in this Exhibit, in no event shall Business Associate be required to act or omit to act in violation of the applicable Rules of Professional Conduct for attorneys.

4. Effect of Breach of Obligations. If Business Associate breaches any of its obligations, Covered Entity shall have the option to do the following:

(a) **Cure.** Provide Business Associate an opportunity to cure the breach, to the extent curable, and end the violation within a reasonable time specified by Covered Entity. If Business Associate does not cure the breach or end the violation as and within the time specified by Covered Entity, or if the breach is not curable, Covered Entity may terminate its obligations to Business Associate, including, but not limited to, its future payment obligations, if any, and obligations to provide information, materials, equipment or resources to Business Associate; or

(b) **Termination.** Immediately terminate the Agreement and any other agreements between Business Associate and Covered Entity involving PHI, if Covered Entity reasonably determines that Business Associate: (i) has acted with gross negligence in performing its obligations; (ii) is itself or causes Covered Entity to be in violation of the law; (iii) willfully has violated or is violating the privacy and security provisions of this Exhibit or HIPAA; or (iv) is unable to provide, if requested, written assurances to Covered Entity of its ability to protect the confidentiality and security of the PHI.

5. Effect of Termination

(a) **Disposition of PHI.** Upon termination of this Exhibit and subject to Section 5(b) below, Business Associate shall promptly return to Covered Entity a copy of all PHI, including derivatives thereof, and shall take all reasonable steps to promptly destroy all other PHI held by Business Associate by: (i) shredding; (ii) securely erasing, or (iii) otherwise modifying the information in those records to make it unreadable or undecipherable through any means. This provision shall apply to all PHI in the possession of Business Associate and agents of Business Associate. At Covered Entity's request, Business Associate shall certify in writing that it has complied with the requirements of this Section.

(b) **Infeasible; Survival.** If Business Associate believes the return or destruction of PHI is infeasible, Business Associate shall promptly notify Covered Entity of the conditions that make such return or destruction infeasible. Upon mutual determination by the Parties that return or destruction of PHI is infeasible, the obligations of Business Associate under this Exhibit shall survive the termination of this Exhibit. Business Associate shall limit the further Use or Disclosure of all PHI to the purposes that make its return or destruction infeasible. If Business Associate subsequently wishes to destroy PHI, Business Associate shall notify Covered Entity in writing about its intent to destroy data at least ten (10) business days before such date of destruction and shall comply with Section 5(a) above. If Covered Entity requests the return of any PHI, Business Associate shall comply as requested.

6. Credit Monitoring. In the event that either Covered Entity or Business Associate is required by law to notify Individuals whose PHI was inappropriately accessed, Used, or Disclosed by Business Associate, its employees, subcontractors, or its agents, and the PHI contains: (i) the

Individual's first initial or first name, last name, and social security number; (ii) the Individual's first initial or first name, last name, and driver's license or state identification card; (iii) the Individual's first initial or first name, last name, account number, credit or debit card number, in combination with any required security code, access code, or password that would permit access to an Individual's financial account; or (iv) the Individual's first initial or first name, last name, and PHI, then Business Associate and Covered Entity shall work together to structure a credit monitoring offering commensurate to the risk posed by the Breach and Business Associate shall pay the costs of credit monitoring for one year or a longer time period if required by law for such individuals and the costs and fees related to timely notification in accordance with law.

7. Amendment. The Parties agree to promptly modify or amend this Exhibit to permit the Parties to comply with any new laws, rules or regulations that may subsequently be enacted or issued.

8. General. The Agreement (and attachments thereto) and this Exhibit are intended to be construed in harmony with each other, but in the event that any provision in this Exhibit conflicts with the provisions of the Agreement, or its other attachments, the provisions in this Exhibit shall be deemed to control and such conflicting provision or part thereof shall be deemed removed and replaced with the governing provision herein to the extent necessary to reconcile the conflict. This Exhibit supersedes and replaces all previous oral or written business associate agreements or exhibits between Business Associate and Covered Entity pertaining to protection of PHI. This Exhibit may be signed in two or more counterparts, all of which taken together shall be deemed to be one Exhibit. Signatures submitted via facsimile or electronic methods (scanned) or means shall be deemed original signatures of the Parties and shall be valid and binding upon the Parties hereto.

9. No Third-Party Beneficiaries. There are no third-party beneficiaries of this Exhibit.

10. Independent Contractor. Business Associate and Covered Entity expressly acknowledge and agree that Business Associate is an independent contractor and shall not for any purpose be deemed to be an agent, employee, servant, partner, or joint venturer of Covered Entity.

Exhibit B

ADDITIONAL PROVISIONS

This Addendum is part of that certain Sexual Assault Nurse Examiner Program Agreement, dated _____, by and between Saint Joseph Health System, Inc., (referred to in this Addendum as “System”) and Lexington-Fayette Urban County Government (referred to in this Addendum as “Contractor”). In its performance under this Agreement, each Party agrees to the following additional terms, incorporated by reference and made fully a part thereof. Any ambiguity or conflict shall be resolved in favor of these Additional Provisions.

- 1. Compliance with CSH Standards of Conduct.** Contractor shall comply with the CommonSpirit Health (“CSH”) *Standards of Conduct* as set forth in the *Our Values & Ethics at Work Reference Guide*, available at <http://www.catholichealthinitiatives.org/corporate-responsibility>.
- 2. Ethical and Religious Directives.** Contractor shall comply with the United States Conference of Catholic Bishops’ *Ethical and Religious Directives for Catholic Health Care Services*, available at <http://www.usccb.org/>.
- 3. Legal Compliance.** Contractor shall comply with all applicable laws, rules, and regulations.
- 4. Insurance.** Contractor is self-insured. Should Contractor’s status as a self-insured entity change during the Term of this Agreement, then and only then shall it purchase and maintain usual and customary insurance applicable to Contractor’s obligations under this Agreement, including minimum coverage amounts of: \$1,000,000 USD per occurrence and \$3,000,000 USD annual aggregate for commercial general liability; \$1,000,000 USD per occurrence for automobile liability; and applicable statutory limits for workers’ compensation. These coverage limits are not intended to limit Contractor’s liability. If any of Contractor’s insurance policies are “claims-made” policies, Contractor shall purchase “tail” coverage upon the termination of such policy. Such “tail” coverage shall provide for an indefinite reporting period. Upon reasonable request, Contractor shall provide proof of applicable insurance policies to System.
- 5. Access to Records.** If required by 42 U.S.C. § 1395x(v)(1)(I), until the expiration of four (4) years after the termination of this Agreement, Contractor shall make available, upon written request by the Secretary of the Department of Health and Human Services, or upon request by the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of this Agreement and such books, documents, and records as are necessary to certify the nature and extent of the costs of the services provided by Contractor under this Agreement. If Contractor carries out any of its duties under this Agreement through a subcontract with a value or cost of \$10,000 or more over a twelve (12) month period, such subcontract shall contain the same requirements.
- 6. Breach of Additional Provisions.** If System determines in good faith that Contractor has failed to comply with its obligations pursuant to Additional Provisions 1 through 5, Contractor shall be in material breach of this Agreement, and System may terminate this Agreement without penalty, effective immediately upon notice.

- 7. No Exclusion/Debarment.** Contractor warrants that neither it nor its principals or employees are, or have been, excluded, debarred, suspended, proposed for debarment, or declared ineligible from participation in any federally funded program (“Exclusion”). Contractor shall immediately notify System of any threatened or actual Exclusion. If Contractor is so debarred, suspended, or excluded, this Agreement shall immediately and automatically terminate. Contractor shall indemnify and defend System against all actions, claims, demands, liabilities, losses, damages, costs, and expenses, including reasonable attorneys’ fees, arising directly or indirectly out of any Exclusion.
- 8. Jeopardy.** If System reasonably determines that the continued performance of this Agreement jeopardizes System’s or any of its affiliated entities’ (i) licensure, (ii) participation in or recovery from any reimbursement or payment programs, (iii) accreditation status, or (iv) tax exempt or bond financing status, System shall notify Contractor so the Parties may resolve the issues. If no resolution is reached within fifteen (15) days, System may terminate this Agreement immediately and without penalty.
- 9. Equal Employment Opportunity.** System is an Equal Employment Opportunity and Affirmative Action employer. As such, 41 CFR 60-1.4(a), 41 CFR 60-300.5, 41 CFR 60-741.5 as well as 29 CFR Part 471, Appendix A to Subpart A are herein incorporated by reference. By acceptance of this contract, Contractor represents and warrants that unless exempted under the terms of these applicable laws, it will comply with the forgoing statutes, rules and regulations and all amendments thereto. To the extent applicable, System and Contractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.
- 10. Prohibition on Child Labor and Human Trafficking.** Each Party warrants and represents that it shall comply with all federal and state labor and employment laws, and executive orders as applicable and specifically those regarding child labor, procuring commercial sex, using forced labor and human trafficking. This includes but is not limited to the Trafficking Protection Act of 2000, Executive Order – Strengthening Protections Against Trafficking in Persons in Federal Contracts, Federal Acquisition Regulations (FAR), the provisions of the International Labor Organization’s (“ILO”) Minimum Age Convention (No. 138), 1973, and any other laws or regulations that prohibit any form of human trafficking, commercial sex, forced labor, child labor or other exploitation of children in the manufacturing, delivery or provision of products/devices, items or services and as each may be amended from time to time. In addition, in connection with any International Organization for Standardization (“ISO”) certification, the Parties represent and warrant that as applicable each complies with the Social Accountability Guidelines pursuant to which a Party disqualifies any site that uses unacceptable manufacturing practices, such as child labor, forced labor or unsafe or unsanitary working conditions or trafficking of persons as defined by the Trafficking Protocol (United Nations General Assembly, Protocol to Prevent Suppress and Punish Trafficking in Persons, Especially Women and Children, Supplementing the United Nations Convention Against Transnational Organized Crime, 15 November 2000, available at <http://www.unhcr.org/refworld/docid/4720706c0.html>). Contractor acknowledges CSH’s efforts on human trafficking found at <http://www.catholichealthinit.org/human-trafficking-how-you-can-help>.

Saint Joseph Health System, Inc.

By: _____

Name: _____

Title: _____

Lexington-Fayette Urban County Government

By: _____

Name: Linda Gorton

Title: Mayor

RESOLUTION NO. 423 -2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH SAINT JOSEPH HEALTH SYSTEM, INC., FOR THE USE OF SPACE IN SAINT JOSEPH HEALTH SYSTEM'S EMERGENCY ROOM AS A CLINICAL PRACTICE AREA FOR THE SEXUAL ASSAULT NURSE EXAMINER (SANE) PROGRAM IN CALENDAR YEAR 2024, AT A COST NOT TO EXCEED \$3,000.00.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Agreement, which is attached hereto and incorporated herein by reference, with Saint Joseph Health System, Inc., for the use of space in Saint Joseph Health System's Emergency Room as a clinical practice area for the Sexual Assault Nurse Examiner (SANE) Program in Calendar Year 2024.

Section 2 – That an amount, not to exceed the sum of \$3,000.00, be and hereby is approved for payment to Saint Joseph Health System, Inc., from account #3140-505506-71302, pursuant to the terms of the Agreement.

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

PASSED URBAN COUNTY COUNCIL: August 29, 2024



MAYOR

ATTEST:



CLERK OF URBAN COUNTY COUNCIL

0770-24:ANB:4870-0781-1544, v. 1

RESOLUTION NO. ____-2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A REVISED AGREEMENT WITH SAINT JOSEPH HEALTH SYSTEM, FOR USE OF THE EMERGENCY ROOM FOR THE SEXUAL ASSAULT NURSE EXAMINER AT A COST NOT TO EXCEED \$3,000.00.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Revised Agreement, which is attached hereto and incorporated herein by reference, with Saint Joseph Health System, for use of the emergency room for the sexual assault nurse examiner.

Section 2 - That an amount, not to exceed the sum of \$3,000.00, be and hereby is approved for payment to Saint Joseph Health System, from account #3140-505506-71302.

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

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

1198-24:MRS: 4912-4959-8208, v. 1

RESOLUTION NO. 631 -2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A REVISED AGREEMENT WITH SAINT JOSEPH HEALTH SYSTEM, FOR USE OF THE EMERGENCY ROOM FOR THE SEXUAL ASSAULT NURSE EXAMINER AT A COST NOT TO EXCEED \$3,000.00.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Revised Agreement, which is attached hereto and incorporated herein by reference, with Saint Joseph Health System, for use of the emergency room for the sexual assault nurse examiner.

Section 2 - That an amount, not to exceed the sum of \$3,000.00, be and hereby is approved for payment to Saint Joseph Health System, from account #3140-505506-71302.

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

PASSED URBAN COUNTY COUNCIL: December 5, 2024

Linda Gorton

MAYOR

ATTEST:

[Signature]

CLERK OF URBAN COUNTY COUNCIL

1198-24:MRS: 4912-4959-8208, v. 1

SEXUAL ASSAULT NURSE EXAMINER PROGRAM AGREEMENT

THIS SEXUAL ASSAULT NURSE EXAMINER PROGRAM AGREEMENT (hereinafter "Agreement"), is made and entered into on this 1st day of January_ 2024, 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 40504 (hereinafter referred to as "Government"), and the **SAINT JOSEPH HEALTH SYSTEM, INC.**, a not-for-profit corporation, whose primary place of business is 1 St. Joseph Drive Street, Lexington, Kentucky 40504 (hereinafter referred to as "System", Government and System are each a "Party" and collectively, the "Parties").

RECITALS

WHEREAS, it is the intent of the Parties to mutually cooperate in providing skilled clinical personnel for medical forensic services that complies with Chapters 216B and 314 of the Kentucky Revised Statutes and all administrative regulations related thereto;

WHEREAS, the Government has applied for and received federal funds ("Funds") from the Commonwealth of Kentucky Justice Cabinet for implementation of a Sexual Assault Nurse Examiner Program ("SANE Program") to support local hospitals treating victims of sexual assault in compliance with Kentucky Revised Statute 216B.400;

WHEREAS, the System owns and operates multiple duly licensed hospitals pursuant to Chapter 216B of the Kentucky Revised Statutes and desires to make a SANE Program available to its patients pursuant to Kentucky Revised Statute 216B.140 and 216B.400.

WHEREAS, Government is willing to provide the skilled clinical personnel to operate the SANE Program and offer SANE Program services to patients of System and System has agreed to provide a clinical area for the Government to implement its SANE Program in exchange for receipt of a portion of these Funds to support a community need to provide such a SANE 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

SCOPE OF AGREEMENT

- A. This Agreement shall have a term of one (1) year, beginning **January 1, 2024**, through **January 1, 2025**. Either Party may terminate this Agreement prior to the end of a one (1) year term without cause, by providing thirty (30) days' advanced written notice to the other Party.
- B. The Government, through its SANE Program, shall provide Sexual Assault Nurse Examiner (s), as that term is defined in Chapter 314 of the Kentucky Revised Statutes (hereinafter referred to as "SANE Nurses"), on an as-available basis to the System, in order to perform the following services ("SANE Services"), as appropriate, at System:

1. Performance of medical forensic evaluations;
2. Interviewing of patients who make a complaint of sexual assault;
3. Explanations of medical forensic care to patients and collection of patient consent forms from patient before providing any medical forensic care;
4. Identification, packaging and preservation of forensic evidence;
5. Creation of records of the medical forensic examination and the maintenance of confidentiality for all such records, within the parameters specified in this Agreement and in the patient's consent form; and
6. Communication with law enforcement officers and other agencies, as needed.

The Parties mutually understand and agree that no other services, clinical or otherwise, are authorized by this Agreement, other than those services listed herein.

- C. The System shall designate a clinical practice area in the emergency room at CHI Saint Joseph Health - Saint Joseph Hospital ("SJH"), and at a later time and date as agreed upon by the Parties, CHI Saint Joseph Health - Saint Joseph East ("SJE"), for exclusive use by the Government, through its SANE Program, to perform the services specified in Section I of this Agreement. The System shall also maintain security to the designated space and shall limit access to the space to the Government's employees and contractors.
- D. In order to further the System's mission of providing quality health care to all segments of the community, Government agrees to abide by System policies to accept all patients and to treat all medically indigent patients without regard to ability to pay and without regard to race, color, national origin, citizenship, sex, age, sexual orientation, disability, religion, or other factors unrelated to the patient's need for services, so long as the patient is capable of giving informed consent and has actually given informed consent, which shall be documented on any form(s) required by the Government, prior to the receipt of services. The Parties understand that the utilization of the SANE Program is for purposes of examination and not for the decision by the patient to report the alleged criminal offense for law enforcement purposes.

SECTION II

RIGHTS AND OBLIGATIONS OF THE GOVERNMENT

- A. The Government shall pay an amount of the Funds for each location, not to exceed Three Thousand and No/100th Dollars (\$3,000.00) during the term of this Agreement, directly to System in the form of lump sums, in exchange for the System providing the clinical practice area described in Section I of this Agreement so that all specialized equipment to fulfill the Grant requirements is readily available for such services. Each lump sum paid to System shall equal Two Hundred and Fifty and No/100th Dollars (\$250.00), which shall be paid on the first day of each month during the term of this Agreement.
- B. The Government shall provide and maintain any and all equipment and supplies necessary for identifying, obtaining, packaging and preserving forensic evidence that the SANE Program conducts.

- C. The Government shall ensure that all SANE Nurses it provides the System are appropriately licensed and trained to perform the services specified in Section I of this Agreement, and shall adequately train and supervise the SANE Nurses to ensure that all services the SANE Nurses provide comply with the Kentucky Nurse Practice Act and the standards of clinical nursing practice, as well as the policies and procedures, regulations and guidelines (“Policies”) of the System, which shall all be in writing and provided to the Government on or before the effective date of this Agreement. Government shall ensure that the SANE Nurses have complied with all System health requirements identified in these Policies and provide any requested proof before such SANE Nurse begins services. Government shall also ensure and provide any requested proof that the SANE Nurse has complied with all System Human Resources background and verification checks, which shall be listed in the Policies.
- D. System reserves the right to revise or issue new health and background requirements at any time during the term of this Agreement. Should new requirements be issued or existing requirements revised, written notice shall be sent to Government at the notice address designated below. Any SANE Nurses already onsite at System shall be given thirty (30) days from the date notice is sent to come into compliance with any new or revised health or background requirements.
- E. The Government shall schedule “on-call” SANE Nurses and shall be responsible for prioritizing the availability of SANE Nurses to perform the services specified herein. But the Parties understand and agree that nothing in this Agreement shall be interpreted as to require the Government to ensure that it shall have SANE Nurses available to perform any and all services referenced in this Agreement twenty-four (24) hours of each day of the calendar year. Further, nothing in this Agreement shall be interpreted as to remove any obligation of the System to perform sexual assault nurse examinations in compliance with all applicable state law, where and when applicable.
- F. The Government shall require its SANE Nurses to maintain medical liability insurance, throughout the term of the Agreement, in the principal amount of not less than One Million and No/100th (\$1,000,000) Dollars per occurrence and Three Million and No/100th (\$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 System 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 System.
- G. The Government shall promptly inform System of any lawsuit that is threatened when it receives knowledge of said threat, and shall inform the System of any patient care event of which it becomes aware, if that event causes or contributes to injury or death, and could foreseeably result in a lawsuit.
- H. The SANE Program will maintain acceptable standards and procedures for selection, training, assignment and evaluation of SANE Nurses.

SECTION III

RIGHTS AND OBLIGATIONS OF THE SYSTEM

- A. The System, through its emergency department staff, shall perform a medical screening examination, in accordance with federal and state law and with the System's policy. As soon as System's emergency department staff determines that the patient is medically stabilized and ready to have the medical forensic examination, they shall then refer the patient to the SANE Program by calling Lexington Police Department dispatch at: 859-258-3600, only if the patient so requests the examination, should the patient be able to properly consent to such an examination request. The examination shall only be undertaken upon the consent of the patient.
- B. The System shall provide Key/Card access to the emergency department for the SANE Nurse contracting with the SANE Program.
- C. The System shall be responsible for maintenance of the walls, floor, ceiling, attachments thereon and all mechanical functions of the space the System provides, as referenced in Section I of this Agreement.
- D. The System understands and acknowledges that it remains obligated to perform sexual assault nurse examinations in compliance with all applicable state law, notwithstanding this Agreement. Further, nothing in this Agreement shall be interpreted as removing the System's obligation imposed by state statute or otherwise shifting that obligation of compliance to Government.
- E. The System agrees that in the event Government is unable to provide a SANE Nurse for a forensic evaluation, the System shall timely perform a forensic examination that complies with Chapter 216B of the Kentucky Revised Statutes and with any regulations related thereto. The System agrees that it will not refuse to provide or otherwise delay providing any patient with a sexual assault nurse examination due to the Government's inability to provide a SANE Nurse, within its control.

SECTION IV

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

- A. The Parties 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.
- B. The Parties agree that any and all forensic evidence collected by any SANE Nurse while providing services specified in this Agreement does not qualify as protected health information, defined below, and therefore is not subject to the rules of confidentiality specified in this Agreement or in Exhibit A, attached hereto. Further, all forensic evidence collected in

the performance of services specified in this Agreement is and shall remain the property of the Government.

- C. The System will direct its physicians and clinical staff 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 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 Government for any other purposes.
- D. Both Parties to abide by the attached Business Associate Agreement, attached as Exhibit A.

SECTION V

RELATIONSHIP OF THE PARTIES

- A. The Parties hereto agree that the SANE Program is and throughout the term of this Agreement will remain an independent entity performing certain duties and obligations under this Agreement and that the relationship created by this Agreement is not intended, nor shall it be construed, to create a joint venture, a partnership, or any other employer-employee relationship between the System and the SANE Program. Further, the Nurses will neither be, nor be deemed to be, employees of the System for any purposes.
- B. The System shall not be required to provide the Government or the SANE Nurse and SANE Program with access to its Electronic Medical / Health Record system. All necessary medical documentation for the purposes of this SANE Program are the responsibility of the Government. All proceedings, files, records, patient medical records and related information of System, the Medical Staff and committees thereof pertaining to the evaluation and improvement of the quality of patient care in System, shall be maintained by and are the property of System, and shall be kept strictly confidential by Government. Government shall not voluntarily disclose such confidential information, either orally or in writing, except as expressly required by law, court order, or permitted release pursuant to the prior written authorization of System. This covenant shall survive the termination of this Agreement.
- C. The System is not responsible for payment to the SANE Nurses of any and all wages, salaries, federal, state and municipal withholding taxes and Social Security taxes if indicated. The Parties mutually understand and agree that SANE Nurses are not entitled to any benefits provided by the System to its employees, including but not limited to, group health insurance, dental insurance, unemployment insurance benefits, workers compensation and disability insurance.
- D. System certifies upon execution of this Agreement that it complies with the federal and state

constitutions and all applicable federal and state laws regarding nondiscrimination. System provides equal opportunities for qualified persons in all aspects of System operations, and does not discriminate on the basis of race, color, national origin, ethnic origin, religion, creed, age, physical or mental disability, veteran status, uniformed service, political belief, sex, sexual orientation, gender-identity, gender- expression, pregnancy, marital status, genetic information, social or economic status, or whether the person is a smoker or a nonsmoker, as long as the person complies with System policy concerning smoking.

- E. Additionally, Government affirms that it is aware that System operates in accordance with a corporate compliance program, employs a Corporate Compliance Officer and operates a 24 hour, seven day a week compliance hotline. Government has been informed that a copy of the compliance plan is on file or can be viewed online, 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 compliance plan, the System can, at its sole discretion, terminate this Agreement upon written notice. Government recognizes that it is under an affirmative obligation to immediately report to the System's corporate compliance officer through the compliance hotline of any actions by an agent or employee of the System, which Government believes, in good faith, violates an ethical, professional or legal standards to the SJHS Corporate Responsibility Officer, either directly at 859-313-4718, or through the compliance hotline at 1-800-845-4310 or <https://compliancehotline.commonspirit.org>.
- F. Government also 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 send written notice to the System at the address provided in this Agreement, by certified mail, within forty-eight (48) hours after said event. System has the right to immediately terminate this Agreement upon receipt of any notice that the Government is excluded from participation in a Federal health care program, whether or not notice is given in conformity with this Agreement.
- G. Government warrants that all of the SANE Services to be provided hereunder, whether by it directly or by approved subcontractors, contractors or employees of Government, shall comply with all applicable federal, state and local statutes, rules and regulations, and that it shall be deemed a material breach of this Agreement by Government if it shall fail to observe this requirement. If such a breach is not cured in accordance with this Agreement, System may terminate this Agreement without penalty and without limiting any other rights and remedies set forth in this Agreement. Specifically, but not by way of limitation, Government warrants that the SANE Services to be provided hereunder shall comply with all applicable rules, regulations and accreditation standards or requirements of: (a) Medicare or Medicaid or other federal or state health programs; (b) The Joint Commission; (c) the Health Insurance Portability and Accountability Act of 1996 and the implementing regulations thereunder ("HIPAA"); (d) System and Medical Staff Bylaws, System policies and procedures, and all other rules and regulations established by System; (e) nationally accepted professional standards of practice;

and (f) any updates or amendments to such laws, rules, regulations, requirements and standards. With respect to the SANE Services, the Parties shall execute a Business Associate Agreement in the form approved by System which shall comply with the provisions set forth in such Business Associate Agreement, if applicable.

- H. System warrants that it shall comply with all applicable federal, state, and local statutes, rules and regulations, and that it shall be deemed a material breach of this Agreement by System if it shall fail to observe this requirement. If such breach is not cured in accordance with this Agreement, Government may terminate this Agreement without penalty and without limiting any other rights and remedies set forth in this Agreement. Specifically, but not by way of limitation, System warrants it shall comply with all applicable rules, regulations and accreditation standards or requirements of: (a) Medicare or Medicaid or other federal or state health programs; (b) The Joint Commission; (c) the Health Insurance Portability and Accountability Act of 1996 and the implementing regulations thereunder ("HIPAA"); (d) System and Medical Staff Bylaws, System policies and procedures, and all other rules and regulations established by System; (e) nationally accepted professional standards of practice; and (f) any updates or amendments to such laws, rules, regulations, requirements and standards.
- I. Nothing in this Agreement, whether written or oral, nor any consideration in connection herewith contemplates or requires the referral of any patient. The Parties specifically acknowledge and agree that any benefits which Government receives under this Agreement constitute reasonable payment for the SANE Services hereunder. Such benefits in no way require, are in no way contingent upon, and are in no way intended to induce the admission or referral of any patients to System, and this Agreement is not intended to influence the judgment of Government in choosing the medical facility appropriate for the proper treatment and care of his or her patients. There is no requirement that Government make referrals to, or be in a position to make or influence referrals to, or otherwise generate business for System as a condition for receiving such benefits. The Parties specifically intend to comply with the federal Anti-Kickback provisions (42 U.S.C. § 1320a-7b(b)) and any analogous state law.
- J. The Parties also agree to the terms and conditions as set forth in Exhibit B.

SECTION VI

MISCELLANEOUS TERMS AND CONDITIONS

- A. Any written notice required or permitted under this Agreement, except where otherwise specified, shall be delivered by hand or by certified mail, return receipt requested, and directed to the representative party at the address listed below:

For System:
Saint Joseph Health System, Inc.
System Administration
1 St. Joseph Drive

Lexington, Ky. 40504
Attn: Market CEO

For Government:
LFUCG Division of Police, Special Victims Unit
150 East Main Street
Lexington, KY 40507
Attn: Angela Wallace, SANE Coordinator

- B. This Agreement cannot be changed or modified except through a separate written amendment, executed by both Parties.
- C. This Agreement shall be deemed to have been made and shall be construed and interpreted in accordance to the laws of the Commonwealth of Kentucky.
- D. This Agreement constitutes the entire understanding between the Parties hereto and supersedes all prior agreements, arrangements and understandings between the Parties with respect to its subject matter.
- E. In the event any provision of the Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable with its terms.
- F. The Parties agree that the relationship created by this Agreement is not intended, nor shall it be construed, to create a joint venture, a partnership, or any other employer-employee relationship between the System and the Government and/or the Government's SANE Program. Further, the SANE Nurses will neither be, nor be deemed to be, employees of the System for any purposes.
- G. Unless otherwise expressly provided in this Agreement, each Party to this Agreement shall bear sole responsibility for all expenses incurred by such Party in connection with this Agreement, including legal fees, whether or not the transactions contemplated by this Agreement are consummated.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

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

Linda Gorton

Linda Gorton, Mayor

ATTEST:

Deputy Mackenzie Steck
Clerk, Urban County Council

SAINT JOSEPH HEALTH SYSTEM, INC.

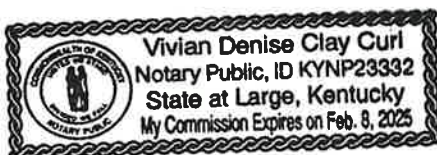
Melissa Bennett CNE
Melissa Bennett

COMMONWEALTH OF KENTUCKY)

COUNTY OF FAYETTE)

Subscribed, sworn to and acknowledged before me, this 11th day of December, 2024, by Vivian Denise Clay Curl, by and on behalf of Saint Joseph Health System, Inc., a not-for-profit corporation.

My commission expires: _____



Vivian Denise Clay Curl
Notary Public

Exhibit A
HIPAA BUSINESS ASSOCIATE AGREEMENT

The Parties agree that, under this HIPAA Business Associate Exhibit, Lexington-Fayette Urban County Government (“**Business Associate**”) shall have all the rights and obligations of a “Business Associate” as defined in HIPAA (defined below), and Saint Joseph Health System, Inc., a member of the CommonSpirit Health Organized Health Care Arrangement (OHCA) (“**Covered Entity**”) shall have all the rights and obligations of a “Covered Entity,” as defined in HIPAA. This Exhibit will apply to all services Business Associate provides now or in the future to Covered Entity and to CommonSpirit Health OHCA members. The OHCA members are listed at <https://commonspirit.org/app/uploads/2019/01/1093849.pdf>

1. General Provisions, Including Definitions. This Exhibit is intended to apply to all services provided to Covered Entity by Business Associate, as of the last date signed below, whether or not such engagement has been reduced to writing, and this Exhibit supersedes any form of business associate agreement or provision that the Parties may have heretofore entered into with respect to the subject matter herein. The provisions of this Exhibit shall remain effective as long as Business Associate creates, receives, maintains or transmits PHI on behalf of Covered Entity, no matter whether the Agreement (as defined below) remains effective or not. All capitalized terms not defined in this Exhibit shall have the meaning ascribed to them by HIPAA, including Business Associate, Covered Entity, Data Aggregation, and Designated Record Set.

(a) “**Agreement**” shall mean the agreement to which this Exhibit is attached or incorporated within by reference.

(b) “**Breach**” shall mean the acquisition, access, Use, or Disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule which compromises the security or privacy of the PHI.

(c) “**California Breach**” shall mean, with respect solely to information created, received, maintained, or transmitted by Business Associate from or on behalf of any California facilities, the unlawful or unauthorized access to, and use or disclosure of, Individuals’ medical information, as the term “medical information” is defined at California Civil Code Section 56.05.

(d) “**HIPAA**” shall mean the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191), Title XIII of the American Recovery and Reinvestment Act of 2009 (Public Law 111-005), and the rules, guidance and regulations promulgated thereunder, as amended from time to time, including 45 Code of Federal Regulations, Parts 160 and 164.

(e) “**Individual**” shall have the meaning given to such term under HIPAA and shall include a person who qualifies as a personal representative.

(f) “**Protected Health Information**” (“**PHI**”) shall have the meaning given to such term under HIPAA, limited to the information created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity. PHI includes, without limitation, electronic PHI (“**ePHI**”). PHI does not include evidence collected during a forensic evaluation, including but not limited to: witness testimony, forensic reports, imagery (including photographs,

video recordings, and images, but only when created during a forensic evaluation), and/or any form of physical evidence collected during the forensic evaluation.

(g) **“Secretary”** shall mean the Secretary of the U.S. Department of Health and Human Services or her/his designee.

(h) **“Unsuccessful Security Incident”** shall mean any attempted but unsuccessful access of system operations in an information system by a Packer Internet Groper (PING) program or other broadcast attacks on Business Associate’s firewall, port scans, unsuccessful log-on attempts, denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access, acquisition, Use, or Disclosure of PHI.

(i) **“State”** shall mean the state in which Covered Entity is located. If this Exhibit applies to more than one Covered Entity, as indicated in the opening paragraph, in more than one state, “State” shall mean the state in which each Covered Entity is located, respectively.

(j) **“Subpart E”** shall mean 45 Code of Federal Regulations, Part 164, Subpart E, which consists of Sections 164.500 et seq., as amended from time to time.

2. Permitted Uses and Disclosures by Business Associate

(a) **For Covered Entities.** Except as otherwise limited in the Agreement and this Exhibit, Business Associate (i) shall create, receive, maintain, transmit, access, Use or Disclose PHI for the benefit of Covered Entity and to perform functions, activities, or services as specified herein and any other agreements between the Parties involving PHI, and (ii) shall not Use or Disclose PHI in a manner that would violate HIPAA if done by Covered Entity. To the extent Business Associate is to carry out one or more of Covered Entity’s obligations under Subpart E, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligations.

(b) **Minimum Necessary.** Business Associate shall request, Use, or Disclose only the minimum amount of PHI necessary to perform the specified functions, activities or services, in accordance with HIPAA’s minimum necessary requirements. In the event of inadvertent access by Business Associate to more than the minimum necessary amount of Covered Entity’s PHI, Business Associate will: (i) treat all such PHI in accordance with the Agreement and this Exhibit; (ii) promptly notify Covered Entity, in accordance with Section 3(d) below, of such access; (iii) erase, delete, or return such PHI as quickly as possible; and (iv) take all necessary actions to prevent further unauthorized access to PHI beyond the minimum necessary amount.

(c) **Management of Business Associate.** Except as otherwise limited in the Agreement and this Exhibit, Business Associate may Use or Disclose PHI for its proper management and administration or to carry out its legal responsibilities, provided that (i) the Disclosure is required by law, or (ii) Business Associate obtains reasonable assurances from the person to whom the PHI is Disclosed that such information shall remain confidential and be Used or further Disclosed solely as required by law or for the purpose of assisting Business Associate to meet Business Associate’s obligations under the Agreement. Business Associate shall require any person to whom PHI is Disclosed under this Subsection to notify Business Associate of any

instance of which it is aware in which the confidentiality or security of the PHI has been breached or its integrity compromised.

(d) Data Aggregation. Business Associate may Use PHI to provide Data Aggregation services solely for Covered Entity, consistent with HIPAA.

(e) Compliance with State Laws. Business Associate may Use, Disclose and access PHI only as permitted by State law, unless such State law is contrary to HIPAA and is preempted by HIPAA in accordance with 45 Code of Federal Regulations Sections 160.201 et seq.

3. Obligations of Business Associate

(a) Use and Disclosure. Business Associate shall not Use or Disclose PHI other than as permitted or required by the Agreement, this Exhibit, or as required by law.

(b) Safeguards. Business Associate shall use appropriate safeguards to prevent Use or Disclosure of PHI other than as provided for by this Exhibit. Business Associate shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity. If Business Associate conducts credit card transactions (i) such safeguards shall consist of or include the recommendations of the Payment Card Industry Data Security Standards, found at <https://www.pcisecuritystandards.org> and (ii) Business Associate shall not store security code (i.e., CVC) information or credit card information in any form. Also, if Business Associate regularly extends, renews, or continues credit to individuals, or regularly allows individuals to defer payment for services, including setting up payment plans in connection with one or more covered accounts, as the term is defined by the Federal Trade Commission's Red Flag Rules, Business Associate warrants that it shall comply with the Red Flag Rules and, specifically, have in place and implement a written identity theft prevention program designed to identify, detect, mitigate, and respond to suspicious activities that could indicate that identity theft has occurred in Business Associate's business practice.

(c) Mitigation. Business Associate shall promptly mitigate, at Business Associate's expense and to the extent practicable, any harmful effect of a Use or Disclosure of PHI by Business Associate in violation of this Exhibit. Such mitigation shall be done with the advice and close cooperation of Covered Entity.

(d) Notify Covered Entity. Business Associate shall promptly notify Covered Entity by telephone **and** by email of any Security Incident, Breach, or California Breach in writing in the most expedient time possible, and not to exceed five (5) calendar days in the event of a Security Incident, Breach or California Breach, following Business Associate's initial awareness of such Security Incident, Breach, or California Breach. Notwithstanding any notice provisions in the Agreement, such notice shall be made to CommonSpirit Health's Chief Privacy Officer, at both the phone number and email below. Without limitation, Security Incidents shall include ransomware attacks and Business Associate's knowledge of other types of infectious malware on Business Associate's computer systems. However, this Section constitutes advance and ongoing notice of Unsuccessful Security Incidents, for which no further notice is necessary. Business Associate shall cooperate in good faith with Covered Entity in the investigation of any Breach, California Breach, or Security Incident.

Any notice required under this BAA to be given to a Party shall be made to:

If to Covered Entity:

Saint Joseph Health System, Inc.
1 St. Joseph Drive
Lexington, Ky 40504
Attn: Lori Lamb, Chief Privacy Officer
Telephone No.: 303-338-2743
Email: PrivacyOffice@commonspirit.org

If to Business Associate:

LFUCG Division of Police, SVU
150 E. Main Street
Lexington, Ky. 40507
Attn: Angela Wallace
Telephone No.: 859-258-3742
Email: awallace@lexingtonpolice.ky.gov

(e) Risk Assessment and Breach Notification. Following receipt of notification from Business Associate of a Breach or California Breach, Covered Entity shall ensure a Breach risk assessment is conducted to determine whether PHI has been compromised and notification to affected Individuals is required. Business Associate shall cooperate with Covered Entity in the investigation of the event, the conduct of a Breach risk assessment, and notification of Individuals as required by HIPAA. Covered Entity may delegate any or all aspects of the investigation, Breach risk assessment, and notification of Individuals to Business Associate. If Business Associate will provide any required notification(s), Business Associate shall provide such notification timely and provide Covered Entity with documentation of Business Associate's actions, including documentation of the names and addresses of those to whom the notifications were provided.

(f) Cloud Services. Business Associate may use a subcontractor for data hosting, where such subcontractor receives, has access to, creates, maintains, or transmits PHI (a "**Cloud Service Provider**"), only on the following conditions: (i) Use of the Cloud Service Provider is subject to prior approval by Covered Entity, which approval will require a cybersecurity risk assessment, in which Business Associate will co-operate in gathering information and documentation, and (ii) Use of a Cloud Service Provider is contingent on Business Associate committing contractually to be responsible for its own adherence to certain minimum security standards of Covered Entity and Business Associate's truthful representation that it has contractually obligated its Cloud Service Provider to adhere to the minimum security standards of Covered Entity.

(g) Access. If Business Associate holds PHI in Designated Record Sets as determined by Business Associate or Covered Entity, Business Associate shall provide prompt access to the PHI to Covered Entity whenever so requested by Covered Entity, or, if directed by Covered Entity, to an Individual in order to meet the requirements of HIPAA and State Law, as applicable. If requested, such access shall be in electronic format. If an Individual requests directly from Business Associate: (i) to inspect or copy his/her PHI, or (ii) Disclosure of PHI to a third party, Business Associate shall promptly notify Covered Entity's Chief Privacy Officer of such request in accordance with Section 3(d) above and await such officer's denial or approval of the request.

(h) Amendments. Business Associate shall promptly make amendment(s) to PHI requested by Covered Entity and shall do so in the time and manner requested by Covered Entity to enable it/them to comply with HIPAA and State Law, as applicable. If an Individual requests an amendment to his/her PHI directly by Business Associate, Business Associate shall promptly

notify Covered Entity's Chief Privacy Officer of such request in accordance with Section 3(d) above and await such officer's denial or approval of the request.

(i) **Internal Records.** Business Associate shall promptly make its internal practices, books, and records relating to the Use, Disclosure, or security of PHI that Business Associate received from, maintained or created for or on behalf of Covered Entity, available to the Secretary, in a time and manner designated by the Secretary, to enable the Secretary to determine compliance with HIPAA.

(j) **Accountings.** Business Associate shall document all Disclosures of PHI and information related to such Disclosures as required under HIPAA in order that it may provide an accounting of such Disclosures as Covered Entity directs. Business Associate shall: (i) Provide an accounting as required under HIPAA to those Individuals who direct their requests to Business Associate; or (ii) Provide the accounting information required under HIPAA to Covered Entity, if so requested, in the time and manner specified by Covered Entity.

(k) **Destruction.** If, during the term of the Agreement, Business Associate wishes to destroy the PHI, it shall notify Covered Entity in writing about its intent to destroy data at least ten (10) business days before such date of destruction and shall comply with the requirements for destruction of PHI found in Section 5(a) of this Exhibit. If Covered Entity requests the return of any PHI, Business Associate shall comply as requested.

(l) **HIPAA Compliance.** Business Associate shall comply with 45 Code of Federal Regulations Part 164, Subpart C with respect to ePHI. Business Associate shall maintain policies and procedures, conduct ongoing risk assessment and risk management of its security program, identify a security official, and train and discipline its work force in compliance with the relevant portions of the Privacy and Security Regulations. Covered Entity shall have the right to request written copies of Business Associate's policies, procedures, programs, and training materials no more often than once per calendar year and Business Associate shall provide all such requested information within fifteen (15) business days of any request by Covered Entity. Business Associate shall maintain all documentation required under HIPAA for a period of six (6) years.

(m) **Business Associates.** Business Associate shall ensure that any agent, including a subcontractor, that creates, receives, maintains, or transmits PHI on behalf of Business Associate, agrees in a written contract with Business Associate to the same restrictions and conditions that apply to Business Associate with respect to such information. In performing services under this Exhibit, Business Associate shall use agents, employees or subcontractors that are domiciled only within the United States of America and its territories. Notwithstanding anything to the contrary in the Agreement or this Exhibit, Business Associate shall not use any agent or subcontractor to perform any service requiring access to PHI under this Exhibit without the express written consent of an authorized representative of Covered Entity.

(n) **Sale of PHI.** Except as otherwise permitted by HIPAA, Business Associate shall not directly or indirectly sell or receive remuneration in exchange for any of Covered Entity's PHI unless Covered Entity or Business Associate, with Covered Entity's express written consent, obtains a valid, signed authorization from the Individual whose PHI is at issue that specifically allows that Individual's PHI to be further exchanged for remuneration by the entity receiving the PHI.

(o) **Law Firms.** Notwithstanding anything contained in this Exhibit, in no event shall Business Associate be required to act or omit to act in violation of the applicable Rules of Professional Conduct for attorneys.

4. Effect of Breach of Obligations. If Business Associate breaches any of its obligations, Covered Entity shall have the option to do the following:

(a) **Cure.** Provide Business Associate an opportunity to cure the breach, to the extent curable, and end the violation within a reasonable time specified by Covered Entity. If Business Associate does not cure the breach or end the violation as and within the time specified by Covered Entity, or if the breach is not curable, Covered Entity may terminate its obligations to Business Associate, including, but not limited to, its future payment obligations, if any, and obligations to provide information, materials, equipment or resources to Business Associate; or

(b) **Termination.** Immediately terminate the Agreement and any other agreements between Business Associate and Covered Entity involving PHI, if Covered Entity reasonably determines that Business Associate: (i) has acted with gross negligence in performing its obligations; (ii) is itself or causes Covered Entity to be in violation of the law; (iii) willfully has violated or is violating the privacy and security provisions of this Exhibit or HIPAA; or (iv) is unable to provide, if requested, written assurances to Covered Entity of its ability to protect the confidentiality and security of the PHI.

5. Effect of Termination

(a) **Disposition of PHI.** Upon termination of this Exhibit and subject to Section 5(b) below, Business Associate shall promptly return to Covered Entity a copy of all PHI, including derivatives thereof, and shall take all reasonable steps to promptly destroy all other PHI held by Business Associate by: (i) shredding; (ii) securely erasing, or (iii) otherwise modifying the information in those records to make it unreadable or undecipherable through any means. This provision shall apply to all PHI in the possession of Business Associate and agents of Business Associate. At Covered Entity's request, Business Associate shall certify in writing that it has complied with the requirements of this Section.

(b) **Infeasible; Survival.** If Business Associate believes the return or destruction of PHI is infeasible, Business Associate shall promptly notify Covered Entity of the conditions that make such return or destruction infeasible. Upon mutual determination by the Parties that return or destruction of PHI is infeasible, the obligations of Business Associate under this Exhibit shall survive the termination of this Exhibit. Business Associate shall limit the further Use or Disclosure of all PHI to the purposes that make its return or destruction infeasible. If Business Associate subsequently wishes to destroy PHI, Business Associate shall notify Covered Entity in writing about its intent to destroy data at least ten (10) business days before such date of destruction and shall comply with Section 5(a) above. If Covered Entity requests the return of any PHI, Business Associate shall comply as requested.

6. Credit Monitoring. In the event that either Covered Entity or Business Associate is required by law to notify Individuals whose PHI was inappropriately accessed, Used, or Disclosed by Business Associate, its employees, subcontractors, or its agents, and the PHI contains: (i) the

Individual's first initial or first name, last name, and social security number; (ii) the Individual's first initial or first name, last name, and driver's license or state identification card; (iii) the Individual's first initial or first name, last name, account number, credit or debit card number, in combination with any required security code, access code, or password that would permit access to an Individual's financial account; or (iv) the Individual's first initial or first name, last name, and PHI, then Business Associate and Covered Entity shall work together to structure a credit monitoring offering commensurate to the risk posed by the Breach and Business Associate shall pay the costs of credit monitoring for one year or a longer time period if required by law for such individuals and the costs and fees related to timely notification in accordance with law.

7. Amendment. The Parties agree to promptly modify or amend this Exhibit to permit the Parties to comply with any new laws, rules or regulations that may subsequently be enacted or issued.

8. General. The Agreement (and attachments thereto) and this Exhibit are intended to be construed in harmony with each other, but in the event that any provision in this Exhibit conflicts with the provisions of the Agreement, or its other attachments, the provisions in this Exhibit shall be deemed to control and such conflicting provision or part thereof shall be deemed removed and replaced with the governing provision herein to the extent necessary to reconcile the conflict. This Exhibit supersedes and replaces all previous oral or written business associate agreements or exhibits between Business Associate and Covered Entity pertaining to protection of PHI. This Exhibit may be signed in two or more counterparts, all of which taken together shall be deemed to be one Exhibit. Signatures submitted via facsimile or electronic methods (scanned) or means shall be deemed original signatures of the Parties and shall be valid and binding upon the Parties hereto.

9. No Third-Party Beneficiaries. There are no third-party beneficiaries of this Exhibit.

10. Independent Contractor. Business Associate and Covered Entity expressly acknowledge and agree that Business Associate is an independent contractor and shall not for any purpose be deemed to be an agent, employee, servant, partner, or joint venturer of Covered Entity.

Exhibit B

ADDITIONAL PROVISIONS

This Addendum is part of that certain Sexual Assault Nurse Examiner Program Agreement, dated _____, by and between Saint Joseph Health System, Inc., (referred to in this Addendum as “System”) and Lexington-Fayette Urban County Government (referred to in this Addendum as “Contractor”). In its performance under this Agreement, each Party agrees to the following additional terms, incorporated by reference and made fully a part thereof. Any ambiguity or conflict shall be resolved in favor of these Additional Provisions.

- 1. Compliance with CSH Standards of Conduct.** Contractor shall comply with the CommonSpirit Health (“CSH”) *Standards of Conduct* as set forth in the *Our Values & Ethics at Work Reference Guide*, available at <http://www.catholichealthinitiatives.org/corporate-responsibility>.
- 2. Ethical and Religious Directives.** Contractor shall comply with the United States Conference of Catholic Bishops’ *Ethical and Religious Directives for Catholic Health Care Services*, available at <http://www.usccb.org/>.
- 3. Legal Compliance.** Contractor shall comply with all applicable laws, rules, and regulations.
- 4. Insurance.** Contractor is self-insured. Should Contractor’s status as a self-insured entity change during the Term of this Agreement, then and only then shall it purchase and maintain usual and customary insurance applicable to Contractor’s obligations under this Agreement, including minimum coverage amounts of: \$1,000,000 USD per occurrence and \$3,000,000 USD annual aggregate for commercial general liability; \$1,000,000 USD per occurrence for automobile liability; and applicable statutory limits for workers’ compensation. These coverage limits are not intended to limit Contractor’s liability. If any of Contractor’s insurance policies are “claims-made” policies, Contractor shall purchase “tail” coverage upon the termination of such policy. Such “tail” coverage shall provide for an indefinite reporting period. Upon reasonable request, Contractor shall provide proof of applicable insurance policies to System.
- 5. Access to Records.** If required by 42 U.S.C. § 1395x(v)(1)(I), until the expiration of four (4) years after the termination of this Agreement, Contractor shall make available, upon written request by the Secretary of the Department of Health and Human Services, or upon request by the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of this Agreement and such books, documents, and records as are necessary to certify the nature and extent of the costs of the services provided by Contractor under this Agreement. If Contractor carries out any of its duties under this Agreement through a subcontract with a value or cost of \$10,000 or more over a twelve (12) month period, such subcontract shall contain the same requirements.
- 6. Breach of Additional Provisions.** If System determines in good faith that Contractor has failed to comply with its obligations pursuant to Additional Provisions 1 through 5, Contractor shall be in material breach of this Agreement, and System may terminate this Agreement without penalty, effective immediately upon notice.

7. **No Exclusion/Debarment.** Contractor warrants that neither it nor its principals or employees are, or have been, excluded, debarred, suspended, proposed for debarment, or declared ineligible from participation in any federally funded program (“Exclusion”). Contractor shall immediately notify System of any threatened or actual Exclusion. If Contractor is so debarred, suspended, or excluded, this Agreement shall immediately and automatically terminate. Contractor shall indemnify and defend System against all actions, claims, demands, liabilities, losses, damages, costs, and expenses, including reasonable attorneys’ fees, arising directly or indirectly out of any Exclusion.
8. **Jeopardy.** If System reasonably determines that the continued performance of this Agreement jeopardizes System’s or any of its affiliated entities’ (i) licensure, (ii) participation in or recovery from any reimbursement or payment programs, (iii) accreditation status, or (iv) tax exempt or bond financing status, System shall notify Contractor so the Parties may resolve the issues. If no resolution is reached within fifteen (15) days, System may terminate this Agreement immediately and without penalty.
9. **Equal Employment Opportunity.** System is an Equal Employment Opportunity and Affirmative Action employer. As such, 41 CFR 60-1.4(a), 41 CFR 60-300.5, 41 CFR 60-741.5 as well as 29 CFR Part 471, Appendix A to Subpart A are herein incorporated by reference. By acceptance of this contract, Contractor represents and warrants that unless exempted under the terms of these applicable laws, it will comply with the forgoing statutes, rules and regulations and all amendments thereto. To the extent applicable, System and Contractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.
10. **Prohibition on Child Labor and Human Trafficking.** Each Party warrants and represents that it shall comply with all federal and state labor and employment laws, and executive orders as applicable and specifically those regarding child labor, procuring commercial sex, using forced labor and human trafficking. This includes but is not limited to the Trafficking Protection Act of 2000, Executive Order – Strengthening Protections Against Trafficking in Persons in Federal Contracts, Federal Acquisition Regulations (FAR), the provisions of the International Labor Organization’s (“ILO”) Minimum Age Convention (No. 138), 1973, and any other laws or regulations that prohibit any form of human trafficking, commercial sex, forced labor, child labor or other exploitation of children in the manufacturing, delivery or provision of products/devices, items or services and as each may be amended from time to time. In addition, in connection with any International Organization for Standardization (“ISO”) certification, the Parties represent and warrant that as applicable each complies with the Social Accountability Guidelines pursuant to which a Party disqualifies any site that uses unacceptable manufacturing practices, such as child labor, forced labor or unsafe or unsanitary working conditions or trafficking of persons as defined by the Trafficking Protocol (United Nations General Assembly, Protocol to Prevent Suppress and Punish Trafficking in Persons, Especially Women and Children, Supplementing the United Nations Convention Against Transnational Organized Crime, 15 November 2000, available at <http://www.unhcr.org/refworld/docid/4720706c0.html>). Contractor acknowledges CSH’s efforts on human trafficking found at <http://www.catholichealthinit.org/human-trafficking-how-you-can-help>.

Saint Joseph Health System, Inc.

By: _____
Name: _____
Title: _____

Lexington-Fayette Urban County Government

By: Linda Gorton
Name: Linda Gorton
Title: Mayor



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 1203-24

File ID: 1203-24

Type: Resolution

Status: Approved

Version: 1

Contract #: 366-2024

In Control: Urban County
Council

File Created: 11/22/2024

Final Action: 12/05/2024

File Name: Request Council authorization to execute amendments to sub-recipient agreements with Northern Kentucky Legal Aid Society, Inc. (dba Legal Aid of the Bluegrass) and Office of Kentucky Legal Services Programs, Inc. (dba Kentucky Equal Justice Center) to ext

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute amendments to Subrecipient Agreements with Northern Ky. Legal Aid Society, Inc., dba Legal Aid of the Bluegrass, and Office of Ky. Legal Services Programs, Inc., dba Ky. Equal Justice Center, for the provision of housing stability services, extending the period of performance through June 30, 2025. [Dept. of Housing Advocacy and Community Development, Lanter]

Notes: Stamped and filed in CCO, 2 copies handed back to Dina M. 12.26.24 aa

Sponsors:

Enactment Date: 12/05/2024

Attachments: Bluesheet_ERA2_Housing_Stability_Services_Extension, First Amendment to Subrecipient Agreement (KEJC) 4874-1531-2124 v.2, First Amendment to Subrecipient Agreement (Legal Aid) 4855-8489-2156 v.1, RESO 1203-24 Legal Aid KEJC Extensions 4909-8548-7360 v.1.docx, R-632-2024, Contract #366-2024

Enactment Number: R-632-2024

Deed #:

Hearing Date:

Drafter: Charlie Lanter

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	12/03/2024	Approved and Referred to Docket	Urban County Council	12/03/2024		Pass
1	Urban County Council	12/03/2024	Received First Reading	Urban County Council	12/05/2024		
1	Urban County Council	12/05/2024	Approved				Pass

Text of Legislative File 1203-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute amendments to Subrecipient Agreements with Northern Ky. Legal Aid Society, Inc., dba Legal Aid of the Bluegrass, and Office of Ky. Legal Services Programs, Inc., dba Ky. Equal Justice Center, for the provision of housing stability services, extending the period of performance through June 30, 2025. [Dept. of Housing Advocacy and Community Development, Lanter]

Summary

Authorization to execute amendments to sub-recipient Agreements with Northern Kentucky Legal Aid Society, Inc. (dba Legal Aid of the Bluegrass) and Office of Kentucky Legal Services Programs, Inc. (dba Kentucky Equal Justice Center) to extend the period of performance through June 30, 2025. No Budgetary impact. (L1203-24) (Lanter)

Budgetary Implications [select]: NO

Advance Document Review:

Law: Yes, Completed by Brittany Smith, 11/20/2024

Risk Management: No

Fully Budgeted [select]: Yes

Account Number: 3230-160201-0001-71101

This Fiscal Year Impact: N/A

Annual Impact: N/A

Project: CV_ERAP_2021

Activity: FED_GRANT

Budget Reference:

Current Balance:



TO: LINDA GORTON, MAYOR
URBAN COUNTY COUNCIL

FROM: CHARLIE LANTER, COMMISSIONER
HOUSING ADVOCACY & COMMUNITY DEVELOPMENT

DATE: November 22, 2024

SUBJECT: Authorization to execute amendments to sub-recipient agreements with Legal Aid of the Bluegrass and Kentucky Equal Justice Center to extend the period of performance until June 30, 2025

Request: Council authorization to execute amendments to sub-recipient agreements with Northern Kentucky Legal Aid Society, Inc. (dba Legal Aid of the Bluegrass) and Office of Kentucky Legal Services Programs, Inc. (dba Kentucky Equal Justice Center) to extend the period of performance through June 30, 2025.

Purpose of Request: LFUCG received federal Emergency Rental Assistance (ERA) funds totaling more than \$63 million from the U.S. Department of the Treasury to provide rent, utility, and housing stability assistance to eligible residents of Fayette County. Funds for rent and utilities were exhausted at the end of 2023, but some funds remained for provision of housing stability services.

Following receipt of additional ERA funding in December 2022, LFUCG awarded funds (via RFP #12-2023) to Legal Aid and Kentucky Equal Justice to provide housing stability services intended to keep Lexington residents stably housed. Following evaluation of the responses received and negotiations with the successful bidders, the sub-awards were approved by Council in April 2023 with end dates of December 31, 2024.

Upon Council approval, these agreements will be amended to extend the date of performance through June 30, 2025, to allow the sub-recipients additional time to ensure all funds are spent.

What is the cost in this budget year and future budget years? None

Are the funds budgeted? Yes

File Number: 1203-24

Director/Commissioner: Lanter

FIRST AMENDMENT TO SUBRECIPIENT AGREEMENT

THIS FIRST AMENDMENT TO SUBRECIPIENT AGREEMENT (“Amendment”), is made and entered into on ____ day of _____, 2024, by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government pursuant to KRS Chapter 67A, located at 200 East Main Street, Lexington, Fayette County, Kentucky 40507 (hereinafter referred to as “GOVERNMENT”), and **OFFICE OF KENTUCKY LEGAL SERVICES PROGRAMS, INC., DBA KENTUCKY EQUAL JUSTICE CENTER**, a Kentucky non-profit corporation pursuant to KRS Chapter 273 and located at 201 W. Short Street, Suite 310, Lexington, Kentucky (hereinafter referred to as “SUBRECIPIENT”).

WHEREAS, GOVERNMENT and SUBRECIPIENT entered into a Subrecipient Agreement dated March 28, 2023 (“Agreement”), in which the SUBRECIPIENT was allocated \$980,380.00 in federal funds, for the performance of services as specified therein, for a term lasting until December 31, 2024;

WHEREAS, the parties now mutually desire to extend that Agreement;

WHEREAS, the Agreement provides that the Agreement may be amended only in a writing executed by the GOVERNMENT and the SUBRECIPIENT.

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

- A. Section I.F of the Agreement, titled: “STATEMENT OF WORK – Schedule – Time of Performance” shall be amended to read that the Agreement shall last until June 30, 2025.
- B. In all other respects, except as specifically modified herein, the terms of the Agreement shall remain in full force and effect with respect to the provisions outlined therein.

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

LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT

Linda Gorton, Mayor

ATTEST:

Clerk of Urban County Council

OFFICE OF KENTUCKY LEGAL SERVICES
PROGRAMS, INC., DBA KENTUCKY EQUAL
JUSTICE CENTER

BY _____
Executive Director

4874-1531-2124, v. 2

DRAFT

FIRST AMENDMENT TO SUBRECIPIENT AGREEMENT

THIS FIRST AMENDMENT TO SUBRECIPIENT AGREEMENT (“Amendment”), is made and entered into on ____ day of _____, 2024, by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government pursuant to KRS Chapter 67A, located at 200 East Main Street, Lexington, Fayette County, Kentucky 40507 (hereinafter referred to as “GOVERNMENT”), and **NORTHERN KENTUCKY LEGAL AID SOCIETY, INC. DBA LEGAL AID OF THE BLUEGRASS**, a Kentucky non-profit corporation pursuant to KRS Chapter 273 and located at 300 East Main Street, Suite 110, Lexington, Kentucky (hereinafter referred to as “SUBRECIPIENT”).

WHEREAS, GOVERNMENT and SUBRECIPIENT entered into a Subrecipient Agreement dated February 5, 2023 (“Agreement”), in which the SUBRECIPIENT was allocated \$919,473.00 in federal funds, for the performance of services as specified therein, for a term lasting until December 31, 2024;

WHEREAS, the parties now mutually desire to extend that Agreement;

WHEREAS, the Agreement provides that the Agreement may be amended only in a writing executed by the GOVERNMENT and the SUBRECIPIENT.

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

- A. Section I.F of the Agreement, titled: “STATEMENT OF WORK – Schedule – Time of Performance” shall be amended to read that the Agreement shall last until June 30, 2025.
- B. In all other respects, except as specifically modified herein, the terms of the Agreement shall remain in full force and effect with respect to the provisions outlined therein.

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

LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT

Linda Gorton, Mayor

ATTEST:

Clerk of Urban County Council

NORTHERN KENTUCKY LEGAL AID SOCIETY
INC., DBA LEGAL AID OF THE BLUEGRASS

BY _____
Executive Director

4855-8489-2156, v. 1

DRAFT

RESOLUTION NO. _____-2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AMENDMENTS TO SUBRECIPIENT AGREEMENTS WITH NORTHERN KENTUCKY LEGAL AID SOCIETY, INC., DBA LEGAL AID OF THE BLUEGRASS, AND OFFICE OF KENTUCKY LEGAL SERVICES PROGRAMS, INC., DBA KENTUCKY EQUAL JUSTICE CENTER, FOR THE PROVISION OF HOUSING STABILITY SERVICES, EXTENDING THE PERIOD OF PERFORMANCE THROUGH JUNE 30, 2025.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute Amendments to Subrecipient Agreements, which are attached hereto and incorporated herein by reference, with Northern Kentucky Legal Aid Society, Inc., dba Legal Aid of the Bluegrass, and Office of Kentucky Legal Services Programs, Inc., dba Kentucky Equal Justice Center, for the provision of housing stability services, extending the performance period through June 30, 2025.

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

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

1203-24:BGS:4909-8548-7360, v. 1

RESOLUTION NO. 632 -2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AMENDMENTS TO SUBRECIPIENT AGREEMENTS WITH NORTHERN KENTUCKY LEGAL AID SOCIETY, INC., DBA LEGAL AID OF THE BLUEGRASS, AND OFFICE OF KENTUCKY LEGAL SERVICES PROGRAMS, INC., DBA KENTUCKY EQUAL JUSTICE CENTER, FOR THE PROVISION OF HOUSING STABILITY SERVICES, EXTENDING THE PERIOD OF PERFORMANCE THROUGH JUNE 30, 2025.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute Amendments to Subrecipient Agreements, which are attached hereto and incorporated herein by reference, with Northern Kentucky Legal Aid Society, Inc., dba Legal Aid of the Bluegrass, and Office of Kentucky Legal Services Programs, Inc., dba Kentucky Equal Justice Center, for the provision of housing stability services, extending the performance period through June 30, 2025.

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

PASSED URBAN COUNTY COUNCIL: December 5, 2024

Linda Gorton

MAYOR

ATTEST:

[Signature]

CLERK OF URBAN COUNTY COUNCIL

1203-24:BGS:4909-8548-7360, v. 1

FIRST AMENDMENT TO SUBRECIPIENT AGREEMENT

THIS FIRST AMENDMENT TO SUBRECIPIENT AGREEMENT ("Amendment"), is made and entered into on 26th day of December, 2024, by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government pursuant to KRS Chapter 67A, located at 200 East Main Street, Lexington, Fayette County, Kentucky 40507 (hereinafter referred to as "GOVERNMENT"), and **NORTHERN KENTUCKY LEGAL AID SOCIETY, INC. DBA LEGAL AID OF THE BLUEGRASS**, a Kentucky non-profit corporation pursuant to KRS Chapter 273 and located at 300 East Main Street, Suite 110, Lexington, Kentucky (hereinafter referred to as "**SUBRECIPIENT**").

WHEREAS, GOVERNMENT and SUBRECIPIENT entered into a Subrecipient Agreement dated February 5, 2023 ("Agreement"), in which the SUBRECIPIENT was allocated \$919,473.00 in federal funds, for the performance of services as specified therein, for a term lasting until December 31, 2024;

WHEREAS, the parties now mutually desire to extend that Agreement;

WHEREAS, the Agreement provides that the Agreement may be amended only in a writing executed by the GOVERNMENT and the SUBRECIPIENT.

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

- A. Section I.F of the Agreement, titled: "STATEMENT OF WORK – Schedule – Time of Performance" shall be amended to read that the Agreement shall last until June 30, 2025.
- B. In all other respects, except as specifically modified herein, the terms of the Agreement shall remain in full force and effect with respect to the provisions outlined therein.

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

LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT



Linda Gorton, Mayor

ATTEST:


Clerk of Urban County Council

NORTHERN KENTUCKY LEGAL AID SOCIETY
INC., DBA LEGAL AID OF THE BLUEGRASS

BY


Executive Director

4855-8489-2156, v. 1



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 1204-24

File ID: 1204-24

Type: Resolution

Status: Approved

Version: 1

Contract #: 367-2024

In Control: Urban County
Council

File Created: 11/22/2024

Final Action: 12/05/2024

File Name: Request Council Authorization to execute Purchase of Service Agreements with Northern Kentucky Legal Aid Society, Inc. (dba Legal Aid of the Bluegrass) and Office of Kentucky Legal Services Programs, Inc. (dba Kentucky Equal Justice Center) and allocate f

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Agreements with Northern Ky. Legal Aid Society, Inc., dba Legal Aid of the Bluegrass, and Office of Ky. Legal Services Programs, Inc., dba Ky. Equal Justice Center, for the provision of Housing Stability Services through the Housing Stabilization Program for tenants facing potential eviction, at a cost not to exceed \$500,000, contingent upon approval of the necessary Budget amendments. [Dept. of Housing Advocacy and Community Development, Lanter]

Notes: stamped and filed in CCO, 2 copies handed back to Dina M. 12.26.24 AA

Equal Justice Center stamped and filed in the CCO. Returned to HACD 1/9/2024. MS

Sponsors:

Enactment Date: 12/05/2024

Attachments: Bluesheet_FundBalance_Housing_Stability_Services 11.22.24, PSA (Legal Aid) 4870-0688-4087 v.1, PSA (KEJC) 4869-4016-8439 v.1, RESO 1204-24 (Legal Aid KEJC agreements) 4936-0640-4609 v.1.docx, R-633-2024, Contract #367-2024

Enactment Number: R-633-2024

Deed #:

Hearing Date:

Drafter: Charlie Lanter

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	12/03/2024	Approved and Referred to Docket	Urban County Council	12/03/2024		Pass
1	Urban County Council	12/03/2024	Received First Reading	Urban County Council	12/05/2024		
1	Urban County Council	12/05/2024	Approved				Pass

Text of Legislative File 1204-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Agreements with Northern Ky. Legal Aid Society, Inc., dba Legal Aid of the Bluegrass, and Office of Ky. Legal Services Programs, Inc., dba Ky. Equal Justice Center, for the provision of Housing Stability Services through the Housing Stabilization Program for tenants facing potential eviction, at a cost not to exceed \$500,000, contingent upon approval of the necessary Budget amendments. [Dept. of Housing Advocacy and Community Development, Lanter]

Summary

Authorization to execute Purchase of Service Agreements with Northern Kentucky Legal Aid Society, Inc. (dba Legal Aid of the Bluegrass) and Office of Kentucky Legal Services Programs, Inc. (dba Kentucky Equal Justice Center) and allocate funds not to exceed \$500,000.00 for the provision of housing stability services through the Housing Stabilization Program for tenants facing potential eviction. (L1204-24) (Lanter)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: Yes, Completed by Brittany Smith, 11/20/2024

Risk Management: No

Fully Budgeted: Yes

Account Number: 1145-808101-0001-71101

This Fiscal Year Impact: \$500,000

Annual Impact: \$0

Project:

Activity:

Budget Reference:

Current Balance: \$500,000



TO: LINDA GORTON, MAYOR
URBAN COUNTY COUNCIL

FROM: CHARLIE LANTER, COMMISSIONER
HOUSING ADVOCACY & COMMUNITY DEVELOPMENT

DATE: November 22, 2024

SUBJECT: Authorization to execute Purchase of Service Agreements with Legal Aid of the Bluegrass and Kentucky Equal Justice Center to provide housing stability services for tenants facing potential eviction.

Request: Council Authorization to execute Purchase of Service Agreements with Northern Kentucky Legal Aid Society, Inc. (dba Legal Aid of the Bluegrass) and Office of Kentucky Legal Services Programs, Inc. (dba Kentucky Equal Justice Center) and allocate funds not to exceed \$500,000.00 for the provision of housing stability services through the Housing Stabilization Program for tenants facing potential eviction.

Purpose of Request: The Department of Housing Advocacy and Community Development seeks to invest in sustainable housing stability services to help the most vulnerable residents of Lexington, who are homeless or at risk of homelessness, find long-term housing stability. Council has allocated from the FY24 fund balance additional funding to continue the Housing Stability Services component of the Housing Stabilization Program, including the eviction diversion mediation program operated by Legal Aid. Subject to Council's approval, this funding will allow Legal Aid of the Bluegrass and Kentucky Equal Justice Center to continue offering housing stability services through at least June 30, 2025, or until all funds are expended no later than December 31, 2025.

The agreements will be for a fixed term, beginning on January 1, 2025, and ending on December 31, 2025 and extend the programs awarded under RFP #12-2023.

What is the cost in this budget year and future budget years? Funds were allocated by Council from the FY24 fund balance.

Are the funds budgeted? Budget Amendment is in progress.

File Number:

Director/Commissioner: Wright/Lanter

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT ("Agreement"), made and entered into on the _____ day of _____ 2024, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the COMMONWEALTH OF KENTUCKY created pursuant to KRS Chapter 67A ("LFUCG"), 200 East Main Street, Lexington, Kentucky 40507, and **NORTHERN KENTUCKY LEGAL AID SOCIETY, INC. DBA LEGAL AID OF THE BLUEGRASS**, a Kentucky non-profit corporation pursuant to KRS Chapter 273 and located at 300 East Main Street, Suite 110, Lexington, Kentucky ("Organization").

W I T N E S S E T H

WHEREAS, LFUCG seeks to invest in sustainable Housing Stability Services to help the most vulnerable residents of Lexington, who are homeless or at risk of homelessness, find long-term housing stability;

WHEREAS, the parties previously entered a Subrecipient Agreement on February 5, 2023, in which LFUCG awarded Organization an amount of federal funds, not to exceed \$919,473.00, in exchange for the Organization providing Housing Stability Services specified in its response to RFP # 12-2023;

WHEREAS, LFUCG now desires to extend the services originally contemplated in the Subrecipient Agreement by providing additional non-federal funds for the continuation of the services detailed in RFP #12-2023, as further detailed herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

- 1. EFFECTIVE DATE; TERM.** This Agreement shall commence on January 1, 2025, and shall last until December 31, 2025, unless terminated by LFUCG at an earlier time.
- 2. RELATED DOCUMENTS.** This Agreement shall consist of the terms herein as well as the following additional documents, which are attached hereto as exhibits and incorporated herein by reference as if fully stated:

- a. Exhibit "A" – RFP No. 12-2023
- b. Exhibit "B" – Agreed Budget

To the extent that there is any conflict between or among any of these documents, the terms and provisions of this Agreement shall prevail, followed by terms and provisions of Exhibit "A", then the terms and provisions of Exhibit "B," in that order.

3. SCOPE OF SERVICES. Organization will perform the services outlined in Exhibit A ("Services").

4. PAYMENT. LFUCG shall pay Organization a total amount not to exceed Two Hundred Thousand dollars (\$250,000.00) ("Funds") during the term of the Agreement for the performance of the Services.

- a. All expenditures must be consistent with the amounts specified in the Budget, attached as Exhibit B.
- b. Payments shall be made quarterly for expenditures the Organization actually incurred, only after receipt of quarterly invoices. Uses of the Funds are limited to the Services provided herein and may not be spent by the Organization for any other purpose without the prior written consent of LFUCG. Absent any additional written agreement stating otherwise, any travel or other expenses are excluded.
- c. LFUCG shall make payment under this Agreement upon timely submission of approved invoice(s) from Organization specifying the documentation and information required by this Agreement, accompanied by data satisfactory to LFUCG to document entitlement to payment for the Services performed to date. LFUCG shall have thirty (30) days from the date of receipt of an approved invoice to pay the invoice amount. LFUCG reserves the right to refuse payment if it is determined by LFUCG that the Services performed or materials provided for the Services are inadequate or defective.
- d. LFUCG also reserves the right to reject any invoice submitted for services rendered in previous quarters. Termination of the Agreement and reallocation of unspent funds may occur for failure to submit an invoice, at the discretion of the LFUCG.

5. UNABLE TO COMPLETE; RETURN OF FUNDS. If it becomes apparent to Organization that it will be unable to complete the Services either in the manner or for the amount described in this Agreement, then the Organization shall immediately provide written notice to LFUCG with a complete and detailed written explanation of its inability to comply with the terms of the Agreement, any proposed changes, and the reasons for those changes. If the Organization fails to use any amount of funds provided under this Agreement within the term provided above, then the Organization agrees to return the balance of the funds to the LFUCG within thirty (30) days of the termination of this Agreement. The Organization also understands and agrees that this provision shall survive termination of this Agreement.

6. TERMINATION. LFUCG, through the Mayor or the Mayor's designee, may terminate this Agreement for any reason whatsoever by providing Organization with at least thirty (30) days advance written notice. Organization shall be entitled for payment of all work performed up to that period of time, calculated on a reasonable basis.

- a. In the event of a termination based upon a material condition of non-performance or default by Organization, LFUCG shall provide Organization advance written notice and a reasonable period of time to cure the breach.
- b. Organization may only terminate this Agreement based upon LFUCG's failure to timely pay for properly invoiced and accepted work. Organization shall provide LFUCG with at least thirty (30) days advance written notice and an opportunity to cure prior to termination.
- c. Organization acknowledges that LFUCG is a governmental entity, and that the validity of this Agreement is based upon the availability of appropriated funding. In the event that such funding is not appropriated in a future fiscal year, LFUCG's obligations under this Agreement shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Organization. LFUCG shall exercise any application of this provision in good faith.

7. REPORTING. By the Tenth of each month, Organization shall provide LFUCG with an activity report summarizing all Services performed during the previous month. Specifically, monthly reports shall provide information on the number of individuals served by the Organization and other such information as required by LFUCG. Reports and updates related to the provisions of the Services shall be in the form and manner reasonably specified by LFUCG.

8. PRIVACY. The Organization agrees to establish data privacy and security requirements, to the extent applicable. The Organization must develop and implement written procedures to ensure:

- a. All records containing personally identifying information (as defined in the U.S. Department of Housing and Urban Development's standards for participation, data collection, and reporting) of any individual or family who applies for and/or receives rental assistance will be kept secure and confidential;
- b. The address or location of any domestic violence, dating violence, sexual assault, or stalking shelter project assisted under this Agreement will not be made public, except with written authorization of the person responsible for the operation of the shelter; and
- c. The address or location of any housing of a program participant will not be made public, except as provided under a preexisting privacy policy of LFUCG and/or the Organization, and consistent with state and local laws regarding privacy and obligations of confidentiality.

The confidentiality procedures of Organization must be in writing and must be maintained in accordance with this section. The Organization understands that client information collected under this Agreement is private and the use or disclosure of such information,

when not directly connected with the administration of LFUCG's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

9. REGISTRATION; COMPLIANCE; AUTHORITY TO SIGN. Organization shall be lawfully registered or authorized to do business in the Commonwealth of Kentucky and Lexington-Fayette County and shall at all times comply with any and all applicable federal, state, and local laws, ordinances, and regulations. LFUCG may request proof that Organization has timely filed federal, state, or local tax forms which shall be provided by Organization on a timely basis. The person signing this Agreement on behalf of Organization is fully authorized to do so.

10. INSURANCE; INDEMNITY. Organization shall comply with the Risk Management Provisions of RFP # 12-2023, which are incorporated herein by reference.

11. RECORDS. Organization shall keep and make available to LFUCG any records related to this Agreement as are necessary to support its performance of the services for a period of at least five (5) years following the expiration or termination of this Agreement, or as otherwise required depending upon the source of funds. Books of accounts shall be kept by Organization and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of Organization related to this Agreement and shall be made available to LFUCG upon request.

a. LFUCG shall be the owner of all final documents, data, studies, plans, reports, and information prepared by Organization under this Agreement.

b. Organization understands and agrees that this Agreement and any related documents may be subject to disclosure under the Kentucky Open Records Act and will comply with any reasonable request by LFUCG to provide assistance with such a request.

12. ACCESS. Organization shall allow LFUCG any necessary reasonable access to monitor its performance under this Agreement.

13. CONTRACTUAL RELATIONSHIP ONLY. In no event shall the parties be construed, held or become in any way for any purpose the employee of the other party, or partners, associates or joint ventures in the conduct of their respective endeavors or otherwise.

14. EQUAL OPPORTUNITY; FAIRNESS ORDINANCE. Organization shall provide equal opportunity in employment for all qualified persons, and shall (a) prohibit discrimination in employment because of race, color, creed, national origin, sex, age, sexual orientation, gender identity, or handicap, (b) promote equal employment through a positive, continuing program of equal employment, and (c) cause any subcontractor or

agency receiving funds provided pursuant to this Agreement to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices. Organization agrees to comply with LFUCG's Fairness Ordinance (Ordinance No. 201-99) and all sources of applicable law, including those specified in any Exhibit attached to this Agreement and incorporated herein by reference.

15. SEXUAL HARASSMENT. Organization must adopt or have adopted a written sexual harassment policy, which shall, at a minimum, contain a statement of current law; a list of prohibited behaviors; a complaint process; and a procedure which provides for a confidential investigation of all complaints. The policy shall be given to all employees and clients and shall be posted at all locations where Organization conducts business. The policy shall be made available to LFUCG upon request.

16. ANNUAL AUDIT. Organization agrees that all revenue and expenditures related to this Agreement shall be audited at least annually by independent certified public accountants who shall express an opinion as to whether or not revenue and expenditures during the year audited have conformed to state and local law and regulation. A copy of this audit, or clean audit opinion letter from an independent certified public accountant, shall be submitted to LFUCG each year of the Agreement.

17. INVESTMENT. Any investment of the funds received pursuant to this Agreement must fully comply with any restrictions imposed by law.

18. NO ASSIGNMENT. Organization may not assign any of its rights and duties under this Agreement without the prior written consent of LFUCG.

19. NO THIRD-PARTY RIGHTS. This Agreement does not create a contractual relationship with or right of action in favor of a third party against either Organization or LFUCG.

20. KENTUCKY LAW AND VENUE. This Agreement shall be governed in all respects by the laws of the Commonwealth of Kentucky and venue for all actions shall lie in the Circuit Court of Fayette County, Kentucky.

21. AMENDMENTS. By mutual agreement, the parties to this Agreement may, from time to time, make written changes to any provision hereof. Organization acknowledges that LFUCG may make such changes only upon approval of its legislative authority, the Lexington-Fayette Urban County Council, and the signature of its Mayor.

22. NOTICE. Any written notice required by the Agreement shall be delivered by certified mail, return receipt requested, to the following:

For Organization:

Robert Johns

Executive Director
Legal Aid of the Bluegrass
300 E Main Street, Suite 110
Lexington, KY 40507

For Government:

Charlie Lanter
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507

23. WAIVER. The waiver by either party of any breach of any provision of this Agreement shall not constitute a continuing waiver or waiver of any subsequent breach by either party of either the same or another provision.

24. ENTIRE AGREEMENT. This Agreement shall constitute the entire agreement between the parties and no representations, inducements, promises or agreements, oral or otherwise, which are not embodied herein shall be effective for any purpose. This Agreement shall replace any previous agreement between the parties on the same subject matter. Notwithstanding the above, this Agreement shall not replace the Subrecipient Agreement between the parties, dated February 5, 2023, as amended through the parties' First Amendment to Subrecipient Agreement, executed contemporaneously herewith.

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Linda Gorton, Mayor

ATTEST:

Clerk of the Urban County Council

LEGAL AID OF THE BLUEGRASS

EXECUTIVE DIRECTOR

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing instrument was acknowledged before me this the _____ day
of _____, 2024, by _____, Executive
Director of Legal Aid of the Bluegrass, on behalf of said corporation.

Notary Public, State At Large, Kentucky
My Commission Expires: _____
Commission Number: _____

EXHIBIT "A"

DRAFT

EXHIBIT "B"

4870-0688-4087, v. 1

DRAFT

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT ("Agreement"), made and entered into on the _____ day of _____ 2024, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the COMMONWEALTH OF KENTUCKY created pursuant to KRS Chapter 67A ("LFUCG"), 200 East Main Street, Lexington, Kentucky 40507, and **OFFICE OF KENTUCKY LEGAL SERVICES PROGRAMS, INC., DBA KENTUCKY EQUAL JUSTICE CENTER**, a Kentucky non-profit corporation pursuant to KRS Chapter 273 and located at 201 W. Short Street, Suite 310, Lexington, Kentucky ("Organization").

W I T N E S S E T H

WHEREAS, LFUCG seeks to invest in sustainable Housing Stability Services to help the most vulnerable residents of Lexington, who are homeless or at risk of homelessness, find long-term housing stability;

WHEREAS, the parties previously entered a Subrecipient Agreement on March 28, 2023, in which LFUCG awarded Organization an amount of federal funds, not to exceed \$919,473.00, in exchange for the Organization providing Housing Stability Services specified in its response to RFP # 12-2023;

WHEREAS, LFUCG now desires to extend the services originally contemplated in the Subrecipient Agreement by providing additional non-federal funds for the continuation of the services detailed in RFP #12-2023, as further detailed herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

1. **EFFECTIVE DATE; TERM.** This Agreement shall commence on January 1, 2025, and shall last until December 31, 2025, unless terminated by LFUCG at an earlier time.
2. **RELATED DOCUMENTS.** This Agreement shall consist of the terms herein as well as the following additional documents, which are attached hereto as exhibits and incorporated herein by reference as if fully stated:

- a. Exhibit "A" – RFP No. 12-2023
- b. Exhibit "B" – Agreed Budget

To the extent that there is any conflict between or among any of these documents, the terms and provisions of this Agreement shall prevail, followed by terms and provisions of Exhibit "A", then the terms and provisions of Exhibit "B," in that order.

3. SCOPE OF SERVICES. Organization will perform the services outlined in Exhibit A ("Services").

4. PAYMENT. LFUCG shall pay Organization a total amount not to exceed Three Hundred Thousand dollars (\$250,000.00) ("Funds") during the term of the Agreement for the performance of the Services.

- a. All expenditures must be consistent with the amounts specified in the Budget, attached as Exhibit B.
- b. Payments shall be made quarterly for expenditures the Organization actually incurred, only after receipt of quarterly invoices. Uses of the Funds are limited to the Services provided herein and may not be spent by the Organization for any other purpose without the prior written consent of LFUCG. Absent any additional written agreement stating otherwise, any travel or other expenses are excluded.
- c. LFUCG shall make payment under this Agreement upon timely submission of approved invoice(s) from Organization specifying the documentation and information required by this Agreement, accompanied by data satisfactory to LFUCG to document entitlement to payment for the Services performed to date. LFUCG shall have thirty (30) days from the date of receipt of an approved invoice to pay the invoice amount. LFUCG reserves the right to refuse payment if it is determined by LFUCG that the Services performed or materials provided for the Services are inadequate or defective.
- d. LFUCG also reserves the right to reject any invoice submitted for services rendered in previous quarters. Termination of the Agreement and reallocation of unspent funds may occur for failure to submit an invoice, at the discretion of the LFUCG.

5. UNABLE TO COMPLETE; RETURN OF FUNDS. If it becomes apparent to Organization that it will be unable to complete the Services either in the manner or for the amount described in this Agreement, then the Organization shall immediately provide written notice to LFUCG with a complete and detailed written explanation of its inability to comply with the terms of the Agreement, any proposed changes, and the reasons for those changes. If the Organization fails to use any amount of funds provided under this Agreement within the term provided above, then the Organization agrees to return the balance of the funds to the LFUCG within thirty (30) days of the termination of this Agreement. The Organization also understands and agrees that this provision shall survive termination of this Agreement.

6. TERMINATION. LFUCG, through the Mayor or the Mayor's designee, may terminate this Agreement for any reason whatsoever by providing Organization with at least thirty (30) days advance written notice. Organization shall be entitled for payment of all work performed up to that period of time, calculated on a reasonable basis.

- a. In the event of a termination based upon a material condition of non-performance or default by Organization, LFUCG shall provide Organization advance written notice and a reasonable period of time to cure the breach.
- b. Organization may only terminate this Agreement based upon LFUCG's failure to timely pay for properly invoiced and accepted work. Organization shall provide LFUCG with at least thirty (30) days advance written notice and an opportunity to cure prior to termination.
- c. Organization acknowledges that LFUCG is a governmental entity, and that the validity of this Agreement is based upon the availability of appropriated funding. In the event that such funding is not appropriated in a future fiscal year, LFUCG's obligations under this Agreement shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Organization. LFUCG shall exercise any application of this provision in good faith.

7. REPORTING. By the Tenth of each month, Organization shall provide LFUCG with an activity report summarizing all Services performed during the previous month. Specifically, monthly reports shall provide information on the number of individuals served by the Organization and other such information as required by LFUCG. Reports and updates related to the provisions of the Services shall be in the form and manner reasonably specified by LFUCG.

8. PRIVACY. The Organization agrees to establish data privacy and security requirements, to the extent applicable. The Organization must develop and implement written procedures to ensure:

- a. All records containing personally identifying information (as defined in the U.S. Department of Housing and Urban Development's standards for participation, data collection, and reporting) of any individual or family who applies for and/or receives rental assistance will be kept secure and confidential;
- b. The address or location of any domestic violence, dating violence, sexual assault, or stalking shelter project assisted under this Agreement will not be made public, except with written authorization of the person responsible for the operation of the shelter; and
- c. The address or location of any housing of a program participant will not be made public, except as provided under a preexisting privacy policy of LFUCG and/or the Organization, and consistent with state and local laws regarding privacy and obligations of confidentiality.

The confidentiality procedures of Organization must be in writing and must be maintained in accordance with this section. The Organization understands that client information collected under this Agreement is private and the use or disclosure of such information,

when not directly connected with the administration of LFUCG's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

9. REGISTRATION; COMPLIANCE; AUTHORITY TO SIGN. Organization shall be lawfully registered or authorized to do business in the Commonwealth of Kentucky and Lexington-Fayette County and shall at all times comply with any and all applicable federal, state, and local laws, ordinances, and regulations. LFUCG may request proof that Organization has timely filed federal, state, or local tax forms which shall be provided by Organization on a timely basis. The person signing this Agreement on behalf of Organization is fully authorized to do so.

10. INSURANCE; INDEMNITY. Organization shall comply with the Risk Management Provisions of RFP # 12-2023, which are incorporated herein by reference.

11. RECORDS. Organization shall keep and make available to LFUCG any records related to this Agreement as are necessary to support its performance of the services for a period of at least five (5) years following the expiration or termination of this Agreement, or as otherwise required depending upon the source of funds. Books of accounts shall be kept by Organization and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of Organization related to this Agreement and shall be made available to LFUCG upon request.

a. LFUCG shall be the owner of all final documents, data, studies, plans, reports, and information prepared by Organization under this Agreement.

b. Organization understands and agrees that this Agreement and any related documents may be subject to disclosure under the Kentucky Open Records Act and will comply with any reasonable request by LFUCG to provide assistance with such a request.

12. ACCESS. Organization shall allow LFUCG any necessary reasonable access to monitor its performance under this Agreement.

13. CONTRACTUAL RELATIONSHIP ONLY. In no event shall the parties be construed, held or become in any way for any purpose the employee of the other party, or partners, associates or joint ventures in the conduct of their respective endeavors or otherwise.

14. EQUAL OPPORTUNITY; FAIRNESS ORDINANCE. Organization shall provide equal opportunity in employment for all qualified persons, and shall (a) prohibit discrimination in employment because of race, color, creed, national origin, sex, age, sexual orientation, gender identity, or handicap, (b) promote equal employment through a positive, continuing program of equal employment, and (c) cause any subcontractor or

agency receiving funds provided pursuant to this Agreement to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices. Organization agrees to comply with LFUCG's Fairness Ordinance (Ordinance No. 201-99) and all sources of applicable law, including those specified in any Exhibit attached to this Agreement and incorporated herein by reference.

15. SEXUAL HARASSMENT. Organization must adopt or have adopted a written sexual harassment policy, which shall, at a minimum, contain a statement of current law; a list of prohibited behaviors; a complaint process; and a procedure which provides for a confidential investigation of all complaints. The policy shall be given to all employees and clients and shall be posted at all locations where Organization conducts business. The policy shall be made available to LFUCG upon request.

16. ANNUAL AUDIT. Organization agrees that all revenue and expenditures related to this Agreement shall be audited at least annually by independent certified public accountants who shall express an opinion as to whether or not revenue and expenditures during the year audited have conformed to state and local law and regulation. A copy of this audit, or clean audit opinion letter from an independent certified public accountant, shall be submitted to LFUCG each year of the Agreement.

17. INVESTMENT. Any investment of the funds received pursuant to this Agreement must fully comply with any restrictions imposed by law.

18. NO ASSIGNMENT. Organization may not assign any of its rights and duties under this Agreement without the prior written consent of LFUCG.

19. NO THIRD-PARTY RIGHTS. This Agreement does not create a contractual relationship with or right of action in favor of a third party against either Organization or LFUCG.

20. KENTUCKY LAW AND VENUE. This Agreement shall be governed in all respects by the laws of the Commonwealth of Kentucky and venue for all actions shall lie in the Circuit Court of Fayette County, Kentucky.

21. AMENDMENTS. By mutual agreement, the parties to this Agreement may, from time to time, make written changes to any provision hereof. Organization acknowledges that LFUCG may make such changes only upon approval of its legislative authority, the Lexington-Fayette Urban County Council, and the signature of its Mayor.

22. NOTICE. Any written notice required by the Agreement shall be delivered by certified mail, return receipt requested, to the following:

For Organization:

Richard Seckel

Executive Director
Kentucky Equal Justice Center
201 W. Short Street, Suite 310
Lexington, KY 40507

For Government:

Charlie Lanter
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507

23. WAIVER. The waiver by either party of any breach of any provision of this Agreement shall not constitute a continuing waiver or waiver of any subsequent breach by either party of either the same or another provision.

24. ENTIRE AGREEMENT. This Agreement shall constitute the entire agreement between the parties and no representations, inducements, promises or agreements, oral or otherwise, which are not embodied herein shall be effective for any purpose. This Agreement shall replace any previous agreement between the parties on the same subject matter. Notwithstanding the above, this Agreement shall not replace the Subrecipient Agreement between the parties, dated March 8, 2023, as amended through the parties' First Amendment to Subrecipient Agreement, executed contemporaneously herewith.

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Linda Gorton, Mayor

ATTEST:

Clerk of the Urban County Council

KENTUCKY EQUAL JUSTICE CENTER

EXECUTIVE DIRECTOR

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing instrument was acknowledged before me this the _____ day
of _____, 2024, by _____, Executive
Director of Kentucky Legal Justice Center, on behalf of said corporation.

Notary Public, State At Large, Kentucky
My Commission Expires: _____
Commission Number: _____

EXHIBIT "A"

DRAFT

EXHIBIT "B"

4869-4016-8439, v. 1

DRAFT

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AGREEMENTS WITH NORTHERN KENTUCKY LEGAL AID SOCIETY, INC., DBA LEGAL AID OF THE BLUEGRASS, AND OFFICE OF KENTUCKY LEGAL SERVICES PROGRAMS, INC., DBA KENTUCKY EQUAL JUSTICE CENTER, FOR THE PROVISION OF HOUSING STABILITY SERVICES THROUGH THE HOUSING STABILIZATION PROGRAM FOR TENANTS FACING POTENTIAL EVICTION, AT A COST NOT TO EXCEED \$500,000.00, CONTINGENT UPON APPROVAL OF THE NECESSARY BUDGET AMENDMENTS.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute Agreements, which are attached hereto and incorporated herein by reference, with Norther Kentucky Legal Aid Society, Inc., dba Legal Aid of the Bluegrass, and Office of Kentucky Legal Services Programs, Inc., dba Kentucky Equal Justice Center, for the provision of housing stability services through the Housing Stabilization Program for tenants facing potential eviction.

Section 2 - That an amount not to exceed the sum of \$500,000.00, be and hereby is approved for payment to Norther Kentucky Legal Aid Society, Inc., dba Legal Aid of the Bluegrass (\$250,000.00) and Office of Kentucky Legal Services Programs, Inc., dba Kentucky Equal Justice Center (\$250,000.00), from account number 1145-808101-71101, pursuant to the terms of the Agreements, and contingent upon approval of the necessary budget amendments.

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

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

1204-24:BGS:4936-0640-4609, v. 1

RESOLUTION NO. 633 - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AGREEMENTS WITH NORTHERN KENTUCKY LEGAL AID SOCIETY, INC., DBA LEGAL AID OF THE BLUEGRASS, AND OFFICE OF KENTUCKY LEGAL SERVICES PROGRAMS, INC., DBA KENTUCKY EQUAL JUSTICE CENTER, FOR THE PROVISION OF HOUSING STABILITY SERVICES THROUGH THE HOUSING STABILIZATION PROGRAM FOR TENANTS FACING POTENTIAL EVICTION, AT A COST NOT TO EXCEED \$500,000.00, CONTINGENT UPON APPROVAL OF THE NECESSARY BUDGET AMENDMENTS.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute Agreements, which are attached hereto and incorporated herein by reference, with Norther Kentucky Legal Aid Society, Inc., dba Legal Aid of the Bluegrass, and Office of Kentucky Legal Services Programs, Inc., dba Kentucky Equal Justice Center, for the provision of housing stability services through the Housing Stabilization Program for tenants facing potential eviction.

Section 2 - That an amount not to exceed the sum of \$500,000.00, be and hereby is approved for payment to Norther Kentucky Legal Aid Society, Inc., dba Legal Aid of the Bluegrass (\$250,000.00) and Office of Kentucky Legal Services Programs, Inc., dba Kentucky Equal Justice Center (\$250,000.00), from account number 1145-808101-71101, pursuant to the terms of the Agreements, and contingent upon approval of the necessary budget amendments.

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

PASSED URBAN COUNTY COUNCIL: December 5, 2024

Linda Gorton

MAYOR

ATTEST:

[Signature]

CLERK OF URBAN COUNTY COUNCIL

1204-24:BGS:4936-0640-4609, v. 1

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT ("Agreement"), made and entered into on the 26th day of December 2024, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the COMMONWEALTH OF KENTUCKY created pursuant to KRS Chapter 67A ("LFUCG"), 200 East Main Street, Lexington, Kentucky 40507, and **NORTHERN KENTUCKY LEGAL AID SOCIETY, INC. DBA LEGAL AID OF THE BLUEGRASS**, a Kentucky non-profit corporation pursuant to KRS Chapter 273 and located at 300 East Main Street, Suite 110, Lexington, Kentucky ("Organization").

WITNESSETH

WHEREAS, LFUCG seeks to invest in sustainable Housing Stability Services to help the most vulnerable residents of Lexington, who are homeless or at risk of homelessness, find long-term housing stability;

WHEREAS, the parties previously entered a Subrecipient Agreement on February 5, 2023, in which LFUCG awarded Organization an amount of federal funds, not to exceed \$919,473.00, in exchange for the Organization providing Housing Stability Services specified in its response to RFP # 12-2023;

WHEREAS, LFUCG now desires to extend the services originally contemplated in the Subrecipient Agreement by providing additional non-federal funds for the continuation of the services detailed in RFP #12-2023, as further detailed herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

- 1. EFFECTIVE DATE; TERM.** This Agreement shall commence on January 1, 2025, and shall last until December 31, 2025, unless terminated by LFUCG at an earlier time.
- 2. RELATED DOCUMENTS.** This Agreement shall consist of the terms herein as well as the following additional documents, which are attached hereto as exhibits and incorporated herein by reference as if fully stated:
 - a. Exhibit "A" – RFP No. 12-2023
 - b. Exhibit "B" – Agreed Budget

To the extent that there is any conflict between or among any of these documents, the terms and provisions of this Agreement shall prevail, followed by terms and provisions of Exhibit "A", then the terms and provisions of Exhibit "B," in that order.

3. SCOPE OF SERVICES. Organization will perform the services outlined in Exhibit A ("Services").

4. PAYMENT. LFUCG shall pay Organization a total amount not to exceed Two Hundred Thousand dollars (\$250,000.00) ("Funds") during the term of the Agreement for the performance of the Services.

- a. All expenditures must be consistent with the amounts specified in the Budget, attached as Exhibit B.
- b. Payments shall be made quarterly for expenditures the Organization actually incurred, only after receipt of quarterly invoices. Uses of the Funds are limited to the Services provided herein and may not be spent by the Organization for any other purpose without the prior written consent of LFUCG. Absent any additional written agreement stating otherwise, any travel or other expenses are excluded.
- c. LFUCG shall make payment under this Agreement upon timely submission of approved invoice(s) from Organization specifying the documentation and information required by this Agreement, accompanied by data satisfactory to LFUCG to document entitlement to payment for the Services performed to date. LFUCG shall have thirty (30) days from the date of receipt of an approved invoice to pay the invoice amount. LFUCG reserves the right to refuse payment if it is determined by LFUCG that the Services performed or materials provided for the Services are inadequate or defective.
- d. LFUCG also reserves the right to reject any invoice submitted for services rendered in previous quarters. Termination of the Agreement and reallocation of unspent funds may occur for failure to submit an invoice, at the discretion of the LFUCG.

5. UNABLE TO COMPLETE; RETURN OF FUNDS. If it becomes apparent to Organization that it will be unable to complete the Services either in the manner or for the amount described in this Agreement, then the Organization shall immediately provide written notice to LFUCG with a complete and detailed written explanation of its inability to comply with the terms of the Agreement, any proposed changes, and the reasons for those changes. If the Organization fails to use any amount of funds provided under this Agreement within the term provided above, then the Organization agrees to return the balance of the funds to the LFUCG within thirty (30) days of the termination of this Agreement. The Organization also understands and agrees that this provision shall survive termination of this Agreement.

6. TERMINATION. LFUCG, through the Mayor or the Mayor's designee, may terminate this Agreement for any reason whatsoever by providing Organization with at least thirty (30) days advance written notice. Organization shall be entitled for payment of all work performed up to that period of time, calculated on a reasonable basis.

- a. In the event of a termination based upon a material condition of non-performance or default by Organization, LFUCG shall provide Organization advance written notice and a reasonable period of time to cure the breach.
- b. Organization may only terminate this Agreement based upon LFUCG's failure to timely pay for properly invoiced and accepted work. Organization shall provide LFUCG with at least thirty (30) days advance written notice and an opportunity to cure prior to termination.
- c. Organization acknowledges that LFUCG is a governmental entity, and that the validity of this Agreement is based upon the availability of appropriated funding. In the event that such funding is not appropriated in a future fiscal year, LFUCG's obligations under this Agreement shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Organization. LFUCG shall exercise any application of this provision in good faith.

7. REPORTING. By the Tenth of each month, Organization shall provide LFUCG with an activity report summarizing all Services performed during the previous month. Specifically, monthly reports shall provide information on the number of individuals served by the Organization and other such information as required by LFUCG. Reports and updates related to the provisions of the Services shall be in the form and manner reasonably specified by LFUCG.

8. PRIVACY. The Organization agrees to establish data privacy and security requirements, to the extent applicable. The Organization must develop and implement written procedures to ensure:

- a. All records containing personally identifying information (as defined in the U.S. Department of Housing and Urban Development's standards for participation, data collection, and reporting) of any individual or family who applies for and/or receives rental assistance will be kept secure and confidential;
- b. The address or location of any domestic violence, dating violence, sexual assault, or stalking shelter project assisted under this Agreement will not be made public, except with written authorization of the person responsible for the operation of the shelter; and
- c. The address or location of any housing of a program participant will not be made public, except as provided under a preexisting privacy policy of LFUCG and/or the Organization, and consistent with state and local laws regarding privacy and obligations of confidentiality.

The confidentiality procedures of Organization must be in writing and must be maintained in accordance with this section. The Organization understands that client information collected under this Agreement is private and the use or disclosure of such information,

when not directly connected with the administration of LFUCG's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

9. REGISTRATION; COMPLIANCE; AUTHORITY TO SIGN. Organization shall be lawfully registered or authorized to do business in the Commonwealth of Kentucky and Lexington-Fayette County and shall at all times comply with any and all applicable federal, state, and local laws, ordinances, and regulations. LFUCG may request proof that Organization has timely filed federal, state, or local tax forms which shall be provided by Organization on a timely basis. The person signing this Agreement on behalf of Organization is fully authorized to do so.

10. INSURANCE; INDEMNITY. Organization shall comply with the Risk Management Provisions of RFP # 12-2023, which are incorporated herein by reference.

11. RECORDS. Organization shall keep and make available to LFUCG any records related to this Agreement as are necessary to support its performance of the services for a period of at least five (5) years following the expiration or termination of this Agreement, or as otherwise required depending upon the source of funds. Books of accounts shall be kept by Organization and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of Organization related to this Agreement and shall be made available to LFUCG upon request.

a. LFUCG shall be the owner of all final documents, data, studies, plans, reports, and information prepared by Organization under this Agreement.

b. Organization understands and agrees that this Agreement and any related documents may be subject to disclosure under the Kentucky Open Records Act and will comply with any reasonable request by LFUCG to provide assistance with such a request.

12. ACCESS. Organization shall allow LFUCG any necessary reasonable access to monitor its performance under this Agreement.

13. CONTRACTUAL RELATIONSHIP ONLY. In no event shall the parties be construed, held or become in any way for any purpose the employee of the other party, or partners, associates or joint ventures in the conduct of their respective endeavors or otherwise.

14. EQUAL OPPORTUNITY; FAIRNESS ORDINANCE. Organization shall provide equal opportunity in employment for all qualified persons, and shall (a) prohibit discrimination in employment because of race, color, creed, national origin, sex, age, sexual orientation, gender identity, or handicap, (b) promote equal employment through a positive, continuing program of equal employment, and (c) cause any subcontractor or

agency receiving funds provided pursuant to this Agreement to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices. Organization agrees to comply with LFUCG's Fairness Ordinance (Ordinance No. 201-99) and all sources of applicable law, including those specified in any Exhibit attached to this Agreement and incorporated herein by reference.

15. SEXUAL HARASSMENT. Organization must adopt or have adopted a written sexual harassment policy, which shall, at a minimum, contain a statement of current law; a list of prohibited behaviors; a complaint process; and a procedure which provides for a confidential investigation of all complaints. The policy shall be given to all employees and clients and shall be posted at all locations where Organization conducts business. The policy shall be made available to LFUCG upon request.

16. ANNUAL AUDIT. Organization agrees that all revenue and expenditures related to this Agreement shall be audited at least annually by independent certified public accountants who shall express an opinion as to whether or not revenue and expenditures during the year audited have conformed to state and local law and regulation. A copy of this audit, or clean audit opinion letter from an independent certified public accountant, shall be submitted to LFUCG each year of the Agreement.

17. INVESTMENT. Any investment of the funds received pursuant to this Agreement must fully comply with any restrictions imposed by law.

18. NO ASSIGNMENT. Organization may not assign any of its rights and duties under this Agreement without the prior written consent of LFUCG.

19. NO THIRD-PARTY RIGHTS. This Agreement does not create a contractual relationship with or right of action in favor of a third party against either Organization or LFUCG.

20. KENTUCKY LAW AND VENUE. This Agreement shall be governed in all respects by the laws of the Commonwealth of Kentucky and venue for all actions shall lie in the Circuit Court of Fayette County, Kentucky.

21. AMENDMENTS. By mutual agreement, the parties to this Agreement may, from time to time, make written changes to any provision hereof. Organization acknowledges that LFUCG may make such changes only upon approval of its legislative authority, the Lexington-Fayette Urban County Council, and the signature of its Mayor.

22. NOTICE. Any written notice required by the Agreement shall be delivered by certified mail, return receipt requested, to the following:

For Organization:

Robert Johns

Executive Director
Legal Aid of the Bluegrass
300 E Main Street, Suite 110
Lexington, KY 40507

For Government:

Charlie Lanter
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507

23. WAIVER. The waiver by either party of any breach of any provision of this Agreement shall not constitute a continuing waiver or waiver of any subsequent breach by either party of either the same or another provision.

24. ENTIRE AGREEMENT. This Agreement shall constitute the entire agreement between the parties and no representations, inducements, promises or agreements, oral or otherwise, which are not embodied herein shall be effective for any purpose. This Agreement shall replace any previous agreement between the parties on the same subject matter. Notwithstanding the above, this Agreement shall not replace the Subrecipient Agreement between the parties, dated February 5, 2023, as amended through the parties' First Amendment to Subrecipient Agreement, executed contemporaneously herewith.

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT



Linda Gorton, Mayor

ATTEST:



Clerk of the Urban County Council

LEGAL AID OF THE BLUEGRASS



EXECUTIVE DIRECTOR

The foregoing instrument was acknowledged before me this the 16th day of December, 2024, by Robert C. Johns, Executive Director of Legal Aid of the Bluegrass, on behalf of said corporation.

My Commission Expires: August 9 2025


 La-Keisha Lewis
 Notary Public, ID KYNP34832
 State at Large, Kentucky
 My Commission Expires on Aug. 9, 2025

EXHIBIT "A"

EXHIBIT "B"

4870-0688-4087, v. 1



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 1205-24

File ID: 1205-24

Type: Resolution

Status: Approved

Version: 1

Contract #: 349-2024

In Control: Urban County
Council

File Created: 11/22/2024

File Name: University of Kentucky - Education Agreement

Final Action: 12/05/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement with the University of Ky., College of Medicine, Dept. of Toxicology and Cancer Biology, to create an Internship Program relating to Forensic Science and Biology. [Div. of Police, Weathers]

Notes: In office 12/5/2024. MS

Stamped and filed in the CCO. Returned to Renita via scans 12/9/2024. MS

Sponsors:

Enactment Date: 12/05/2024

Attachments: Cover Memo - UK Education Agreement.pdf,
University of Kentucky - Education Agreement.pdf,
1205-24 uk 4920-6439-8850 v.1.doc, R-634-2024,
Contract #349-2024

Enactment Number: R-634-2024

Deed #:

Hearing Date:

Drafter: Renita Happy

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	12/03/2024	Approved and Referred to Docket	Urban County Council	12/03/2024		Pass
1	Urban County Council	12/03/2024	Received First Reading	Urban County Council	12/05/2024		
1	Urban County Council	12/05/2024	Approved				Pass

Text of Legislative File 1205-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement with the University of Ky., College of Medicine, Dept. of Toxicology and Cancer Biology, to create an Internship Program relating to Forensic Science and Biology. [Div. of Police, Weathers]

Summary

Authorization to accept an Education Agreement with the University of Kentucky (UK), College of Medicine, Department of Toxicology and Cancer Biology to create an internship Program relating to forensic science and biology. The goal is to increase productivity with unsolved cases utilizing a recent partnership with DNA Labs International. No Budgetary impact. (L1205-24) (Weathers/Armstrong)

Budgetary Implications: NO

Advance Document Review:

Law: Yes, Michael Sanner, 11/14/2024

Risk Management: No

Fully Budgeted: N/A

Account Number: N/A

Year Impact: \$ -0-

Annual Impact: \$ -0-

Project:

Activity:

Budget Reference:

Current Balance:



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: November 22, 2024

SUBJECT: University of Kentucky, College of Medicine, Department of Toxicology and
Cancer Biology – Education Agreement

Request

Authorization to accept the attached Education Agreement with the University of Kentucky (UK), College of Medicine, Department of Toxicology and Cancer Biology.

Why are you requesting?

The goal of this partnership with UK is to increase productivity with our unsolved cases utilizing our recent partnership with DNA Labs International. Our goal for the internship would be to bring in students from the university with educational experience within the forensic science and biology realm. Ideally, this would allow additional eyes to be placed on some of our unsolved cases per semester from the perspective of a scientist to collaborate with our Cold Case Detective(s) to determine which cases would benefit most from forensic DNA testing, and which specific items of evidence would yield the best results from this testing. At the end of each internship the students will present their findings to Command Staff level personnel with the hopes of sending their cases off to DNA Labs International for the testing. UK is also exploring funding options to assist the department in paying for the DNA testing resulting from the work of their student interns. We would like to start this Intern Program with the University of Kentucky on January 1, 2025, and shall be a continuous agreement, but will be reviewed annually. This agreement may be terminated by either party provided written notice is sent to the other party at least ninety (90) days prior to the proposed date of termination. The Lexington Police Department is requesting approval from the Urban County Council to authorize Mayor Linda Gorton to sign the attached agreement. Upon signing, please forward a copy to the Chief's Office.



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

Are the funds budgeted? N/A

File Number: 1205-24

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

LBW/rmh





150 E. Main St., Lexington, KY 40507 / 859.258.3600 Phone / lexingtonky.gov



EDUCATION AGREEMENT
BETWEEN
THE UNIVERSITY OF KENTUCKY
AND
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

This education agreement (the “Agreement”) between the University of Kentucky, College of Medicine, Department of Toxicology and Cancer Biology, hereinafter known as “UNIVERSITY”, and the Lexington-Fayette Urban County Government f/b/o Lexington Police Department, hereinafter known as “AFFILIATE”, located at 150 E. Main Street, Lexington, KY 40507, regarding an affiliation agreement for cooperative pursuit of their respective goals, is entered into this 1st day of January, 2025.

I. PURPOSE

The purpose of this document is to establish an agreement between the above parties in regard to their cooperation in the implementation of education experience opportunities for UNIVERSITY students enrolled in the UNIVERSITY’S College of Medicine, Department of Toxicology and Cancer Biology. It defines the basis on which AFFILIATE will supervise students assigned to non-clinical experiences within said AFFILIATE. The scope of this Agreement is focused on the general activities planned and the assignment of responsibilities between the parties.

II. ACCREDITATION STANDARDS

AFFILIATE acknowledges that UNIVERSITY’S College of Medicine is accredited by the Liaison Committee on Medical Education (LCME). AFFILIATE agrees to adhere to all standards and practices that are now or during the term of this agreement may be required by LCME for UNIVERSITY’S program to maintain or renew its accreditation status with LCME.

III. SCHEDULE OF ACTIVITIES

The scheduling of activities for students will be in accordance with the schedule of courses at the UNIVERSITY and the schedule will be explored and planned with the appropriate personnel of the AFFILIATE. Student assignments, planned by the instructor in consultation with the appropriate supervisory personnel, will be selected in accordance with the particular experience and the opportunities available.

The number of students assigned to AFFILIATE and the times of rotations will be mutually agreed upon.

IV. UNIVERSITY RESPONSIBILITIES

The UNIVERSITY shall:

- A. Maintain responsibility and authority for all academic and educational matters and subsequent evaluation of students.
- B. Retain control of the educational program for students through faculty of the UNIVERSITY. Department chairs of the UNIVERSITY have authority to assure faculty and student access to appropriate resources, including the numbers and types of patients, for medical student education. The UNIVERSITY will regularly assess the learning environment of AFFILIATE to identify any positive and negative influences on professional standards and conduct of students.
- C. Provide a statement of philosophy and the objectives of curricular education.
- D. Assign only such students as are, to the extent of UNIVERSITY's knowledge, in good health at the time of reporting for assignment at AFFILIATE.
- E. Forward to AFFILIATE a summary of the student's training and experience which shall include at least information on the student's general health, related education, and experience.
- F. Assign student subject to the availability of the AFFILIATE's personnel for teaching and supervising.
- G. Appoint an Academic Coordinator who will be the liaison representative of the UNIVERSITY.
- H. Reserve the right to revoke any assignment prior to the student's entry into the education program at AFFILIATE.
- I. Withdraw any student from the educational experience at the request of AFFILIATE if the student's performance is unsatisfactory.
- J. Consider suggestions from the AFFILIATE regarding curriculum improvements subject to curriculum committee approval.

V. AFFILIATE RESPONSIBILITIES

The AFFILIATE shall:

- A. For the duration of student rotations, make available appropriate resources to facilitate student education. Students may participate in education or continuing education activities of the AFFILIATE as appropriate.

- B. Provide education experiences as stated in the objectives and philosophy of the UNIVERSITY and supervision appropriate to the academic level of assigned students.
- C. Complete all applicable forms requested by the UNIVERSITY relating to student evaluation and information regarding the teaching site in a timely manner.
- D. Request the UNIVERSITY to withdraw the student from the assigned education experience, when his/her conduct of performance is deemed unsatisfactory. To assist UNIVERSITY in its due process obligations to a student removed from the program, AFFILIATE agrees to provide a written statement of the reasons for the withdrawal or exclusion.
- E. Provide information and/or training on appropriate security and personal safety measures to all UNIVERSITY students and faculty assigned to AFFILIATE in all locations where instruction occurs.
- F. Allow student rotations to take place at all facilities owned and/or operated by AFFILIATE, as appropriate.

VI. STUDENT RESPONSIBILITIES

The STUDENT shall:

- A. Be permitted AFFILIATE holidays.
- B. Have the responsibility of transportation to and from the AFFILIATE's facilities and on any reasonable special assignment by AFFILIATE.
- C. Provide medical insurance or other financial means to cover him/herself as to expenses which may arise as the result of illness or injury occasioned during his/her period of rotations at the AFFILIATE, acknowledging that since the STUDENT is not an employee of the UNIVERSITY or the AFFILIATE, the STUDENT is not protected by Worker's Compensation and neither the AFFILIATE nor the UNIVERSITY assumes liability for injuries or illness in the absence of a showing of actual negligence on the part of the UNIVERSITY or AFFILIATE or any of their agents.
- D. Be responsible for following administrative policies of the AFFILIATE.
- E. Notify the AFFILIATE of his/her intended time of arrival and be responsible for reporting to the designated individual at the AFFILIATE on time.
- F. Be responsible for his/her own housing during education assignments.
- G. Be subject to the rules and regulations of the AFFILIATE.

H. Not be considered an employee of the AFFILIATE, but a student participating in the practical education phase of his/her professional education.

VII. FINANCE

There are no financial obligations for the function of training activities for either party while students are assigned to the AFFILIATE.

VIII. EQUAL OPPORTUNITY

The University of Kentucky complies with the federal and state constitutions, and all applicable federal and state laws regarding nondiscrimination. The UNIVERSITY provides equal opportunities for qualified persons in all aspects of UNIVERSITY operations, and does not discriminate on the basis of race, color, national origin, ethnic origin, religion, creed, age, physical or mental disability, veteran status, uniformed service, political belief, sex, sexual orientation, gender identity, gender expression, pregnancy, marital status, genetic information, social or economic status, or whether the person is a smoker or nonsmoker, as long as the person complies with UNIVERSITY policy concerning smoking.

IX. LIABILITY

UNIVERSITY shall maintain liability insurance for itself, agents, officers and employees in the amounts of not less than One Million Dollars (\$1,000,000.00) per claim and Three Million Dollars (\$3,000,000.00) aggregate per policy year.

AFFILIATE shall maintain liability insurance for itself, agents, officers and employees in the amounts of not less than One Million Dollars (\$1,000,000.00) per claim and Three Million Dollars (\$3,000,000.00) aggregate per policy year, or such other minimum amounts as may be required from time to time by the UNIVERSITY. The policy of insurance shall provide that such insurance shall not be cancelled, modified or permitted to lapse without thirty (30) days prior written notice to UNIVERSITY. AFFILIATE shall promptly, following request by the UNIVERSITY from time to time, provide evidence of such insurance acceptable to the UNIVERSITY.

X. HEALTH REQUIREMENTS

The UNIVERSITY requires students to be in compliance with all current UNIVERSITY immunization and tuberculin testing policies. Proof of inoculations will be provided upon request to facility.

XI. PERSONAL INFORMATION SECURITY

(Please select the appropriate box applicable to this practicum.)

☐ UK will provide AFFILIATE with student's Personal Information as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, 61.932 and 61.933 (the "Act"), AFFILIATE shall secure and protect Personal Information by, without limitation: (i) complying with all requirements applicable to non-affiliated third parties set forth in the Act; (ii) utilizing security and breach investigation procedures that are appropriate to the nature of the Personal Information disclosed, at least as stringent as UNIVERSITY's and reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation or destruction; (iii) notifying UNIVERSITY of a security breach relating to Personal Information in the possession of AFFILIATE or its agents or subcontractors within seventy-two (72) hours of discovery of an actual or suspected breach unless the exception set forth in KRS 61.932(2)(b)2 applies and AFFILIATE abides by the requirements set forth in that exception; (iv) cooperating with UNIVERSITY in complying with the response, mitigation, correction, investigation and notification requirements of the ACT, (v) paying all costs of notification, investigation and mitigation in the event of a security breach of Personal Information suffered by AFFILIATE; and (vi) at UNIVERSITY's discretion and direction, handling all administrative functions associated with notification, investigation and mitigation.

☒ Student will provide AFFILIATE with all Personal Information therefore UNIVERSITY and AFFILIATE are not bound by Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, 61.932 and 61.933 in regard to this Agreement.

XII. NOTICE

Whenever any notice, demand or consent is required by the terms of this Agreement, it shall be delivered by mail, postage prepaid, to the following addresses:

If to AFFILIATE: Lexington Police Department
 150 E. Main Street
 Lexington, KY 40507

If to UNIVERSITY: University of Kentucky
 Office of Strategic Healthcare Contracting
 317 Charles T. Wethington Building
 900 South Limestone Street
 Lexington, KY 40536-0200

XIII. ELECTRONIC STORAGE AND SIGNATURES

The parties hereto agree and stipulate that the original of this Agreement, including the signature page, may be scanned and stored in a computer database or similar device, and that any printout or other output readable by sight, the reproduction of which is shown to

accurately reproduce the original of this document, may be used for any purpose just as if it were the original, including proof of the content of the original writing.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same agreement. Any electronically transmitted signature or photocopy of a signature to this Agreement shall be deemed an original signature to this Agreement and shall have the same force and effect as an original signature. For purposes of this Section, an "electronically transmitted signature" means a manually-signed original signature that is sent via the internet as a "pdf" (portable document format) attached to an e-mail message.

XIV. HIPAA

(Please select the appropriate box applicable to this practicum.)

☐ Each party agrees to abide by all applicable federal and state law and regulations, including, but not limited to, the HIPAA privacy regulations set forth at 45 CFR Parts 160 and 164 (the "Privacy Rule"). Because neither party uses or discloses the Protected Health Information to perform services on behalf of the other, each party acknowledges and agrees that neither is the business associate of the other and therefore the parties are not required to enter into a business associate contract, as these terms are defined in the Privacy Rule.

☒ AFFILIATE is not a healthcare provider and does not have access to Protected Health Information.

☐ AFFILIATE is a healthcare provider but UNIVERSITY student will not be permitted access to Protected Health Information.

XV. FERPA

AFFILIATE shall maintain and protect the confidentiality of student education records as required by the Family Education Rights and Privacy Act (FERPA). Student information that is submitted by the UNIVERSITY and those records generated by AFFILIATE regarding students is confidential and shall be used only for the purposes stated in this Agreement. AFFILIATE agrees not to share or disclose this data with any third-party outside of the purposes stated in this Agreement, unless required to do so by law or other agency regulations. AFFILIATE shall notify the UNIVERSITY in writing immediately upon learning of any such required release of records and also upon learning of any such unauthorized release of the records or the information contained therein. Failure to comply with the requirement to protect the students' education records will result in the cancellation of the Agreement and eligibility to receive any student information from the UNIVERSITY for a period of no less than five (5) years.

AFFILIATE agrees to destroy the student information with permission of the UNIVERSITY in a manner that completely protects the confidentiality of the student

information or return the information to the UNIVERSITY upon the expiration of this Agreement.

XVI. TERM OF THE AGREEMENT

A. This Agreement shall be effective from the date first written above and shall be reviewed annually by UNIVERSITY's Provost or designated reviewer, and AFFILIATE's designated reviewer. The duration of this Agreement shall be continuous.

B. This Agreement is subject to mutually agreed upon modifications. Any modifications shall be in writing and added as attachments to this Agreement.

C. This Agreement may be terminated by either party provided written notice is sent to the other party at least ninety (90) days prior to the proposed date of termination.

D. Any student currently enrolled in a rotation at the AFFILIATE's facilities at the time a notice of termination is given by either party shall have six (6) months from the time such notice is given to complete their program with AFFILIATE.

XVII. MISCELLANEOUS

A. *(Please select the appropriate box applicable to this practicum.)*

☒ The practicum is taking place within the Commonwealth of Kentucky. Therefore this Agreement is being executed and delivered in the Commonwealth of Kentucky and shall be construed and enforced in accordance with the laws of the Commonwealth of Kentucky. The parties hereto agree that any legal action which is brought on the basis of this Agreement shall be filed in the Franklin County Circuit Court of the Commonwealth of Kentucky, pursuant to KRS 45A.245.

☐ This practicum is taking place outside of the Commonwealth of Kentucky. Therefore the parties agree to remain silent on governing law and venue.

B. Nothing contained in this Agreement confers on either party the right to use the other party's name or likeness without prior written permission, or constitutes an endorsement of any commercial product or services by either party.

C. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision.

D. No party may assign or subcontract any portion of this Agreement without the prior written consent of the other party; provided, however, that the AFFILIATE expressly acknowledges that any assignment by the UNIVERSITY to an entity controlled by, controlling, or under common ownership with the UNIVERSITY or arising out of any merger, reorganization or consolidation of the UNIVERSITY shall not require the consent of the AFFILIATE.

E. The individuals executing this Agreement on behalf of the UNIVERSITY and the AFFILIATE hereby represent and warrant that the execution, delivery and performance of this Agreement has been approved by all requisite corporate action and such individuals have been duly authorized to execute and deliver this Agreement.

XVIII. SIGNATURES

In testimony whereof, witness the duly authorized signatures of the parties hereto to the original:

UNIVERSITY OF KENTUCKY

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

Robert S. DiPaola, MD
Provost

By: _____
Title: _____

Recommended by:

Isabell Mellon, PhD

RESOLUTION NO. ____-2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH THE UNIVERSITY OF KENTUCKY, COLLEGE OF MEDICINE, DEPARTMENT OF TOXICOLOGY AND CANCER BIOLOGY, TO CREATE AN INTERNSHIP PROGRAM RELATING TO FORENSIC SCIENCE AND BIOLOGY.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Agreement, which is attached hereto and incorporated herein by reference, with the University of Kentucky, College of Medicine, Department of Toxicology and Cancer Biology, to create an internship program relating to forensic science and biology.

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
1205-24:MRS: 4920-6439-8850, v. 1

RESOLUTION NO. 634 -2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH THE UNIVERSITY OF KENTUCKY, COLLEGE OF MEDICINE, DEPARTMENT OF TOXICOLOGY AND CANCER BIOLOGY, TO CREATE AN INTERNSHIP PROGRAM RELATING TO FORENSIC SCIENCE AND BIOLOGY.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Agreement, which is attached hereto and incorporated herein by reference, with the University of Kentucky, College of Medicine, Department of Toxicology and Cancer Biology, to create an internship program relating to forensic science and biology.

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

PASSED URBAN COUNTY COUNCIL: December 5, 2024

Linda Gorton

MAYOR

ATTEST:

[Signature]
 CLERK OF URBAN COUNTY COUNCIL

1205-24:MRS: 4920-6439-8850, v. 1

UK Contract #

EDUCATION AGREEMENT
BETWEEN
THE UNIVERSITY OF KENTUCKY
AND
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

This education agreement (the “Agreement”) between the University of Kentucky, College of Medicine, Department of Toxicology and Cancer Biology, hereinafter known as “UNIVERSITY”, and the Lexington-Fayette Urban County Government f/b/o Lexington Police Department, hereinafter known as “AFFILIATE”, located at 150 E. Main Street, Lexington, KY 40507, regarding an affiliation agreement for cooperative pursuit of their respective goals, is entered into this 1st day of January, 2025.

I. PURPOSE

The purpose of this document is to establish an agreement between the above parties in regard to their cooperation in the implementation of education experience opportunities for UNIVERSITY students enrolled in the UNIVERSITY’S College of Medicine, Department of Toxicology and Cancer Biology. It defines the basis on which AFFILIATE will supervise students assigned to non-clinical experiences within said AFFILIATE. The scope of this Agreement is focused on the general activities planned and the assignment of responsibilities between the parties.

II. ACCREDITATION STANDARDS

AFFILIATE acknowledges that UNIVERSITY’S College of Medicine is accredited by the Liaison Committee on Medical Education (LCME). AFFILIATE agrees to adhere to all standards and practices that are now or during the term of this agreement may be required by LCME for UNIVERSITY’S program to maintain or renew its accreditation status with LCME.

III. SCHEDULE OF ACTIVITIES

The scheduling of activities for students will be in accordance with the schedule of courses at the UNIVERSITY and the schedule will be explored and planned with the appropriate personnel of the AFFILIATE. Student assignments, planned by the instructor in consultation with the appropriate supervisory personnel, will be selected in accordance with the particular experience and the opportunities available.

The number of students assigned to AFFILIATE and the times of rotations will be mutually agreed upon.

IV. UNIVERSITY RESPONSIBILITIES

The UNIVERSITY shall:

- A. Maintain responsibility and authority for all academic and educational matters and subsequent evaluation of students.
- B. Retain control of the educational program for students through faculty of the UNIVERSITY. Department chairs of the UNIVERSITY have authority to assure faculty and student access to appropriate resources, including the numbers and types of patients, for medical student education. The UNIVERSITY will regularly assess the learning environment of AFFILIATE to identify any positive and negative influences on professional standards and conduct of students.
- C. Provide a statement of philosophy and the objectives of curricular education.
- D. Assign only such students as are, to the extent of UNIVERSITY's knowledge, in good health at the time of reporting for assignment at AFFILIATE.
- E. Forward to AFFILIATE a summary of the student's training and experience which shall include at least information on the student's general health, related education, and experience.
- F. Assign student subject to the availability of the AFFILIATE's personnel for teaching and supervising.
- G. Appoint an Academic Coordinator who will be the liaison representative of the UNIVERSITY.
- H. Reserve the right to revoke any assignment prior to the student's entry into the education program at AFFILIATE.
- I. Withdraw any student from the educational experience at the request of AFFILIATE if the student's performance is unsatisfactory.
- J. Consider suggestions from the AFFILIATE regarding curriculum improvements subject to curriculum committee approval.

V. AFFILIATE RESPONSIBILITIES

The AFFILIATE shall:

- A. For the duration of student rotations, make available appropriate resources to facilitate student education. Students may participate in education or continuing education activities of the AFFILIATE as appropriate.

B. Provide education experiences as stated in the objectives and philosophy of the UNIVERSITY and supervision appropriate to the academic level of assigned students.

C. Complete all applicable forms requested by the UNIVERSITY relating to student evaluation and information regarding the teaching site in a timely manner.

D. Request the UNIVERSITY to withdraw the student from the assigned education experience, when his/her conduct of performance is deemed unsatisfactory. To assist UNIVERSITY in its due process obligations to a student removed from the program, AFFILIATE agrees to provide a written statement of the reasons for the withdrawal or exclusion.

E. Provide information and/or training on appropriate security and personal safety measures to all UNIVERSITY students and faculty assigned to AFFILIATE in all locations where instruction occurs.

F. Allow student rotations to take place at all facilities owned and/or operated by AFFILIATE, as appropriate.

VI. STUDENT RESPONSIBILITIES

The STUDENT shall:

A. Be permitted AFFILIATE holidays.

B. Have the responsibility of transportation to and from the AFFILIATE's facilities and on any reasonable special assignment by AFFILIATE.

C. Provide medical insurance or other financial means to cover him/herself as to expenses which may arise as the result of illness or injury occasioned during his/her period of rotations at the AFFILIATE, acknowledging that since the STUDENT is not an employee of the UNIVERSITY or the AFFILIATE, the STUDENT is not protected by Worker's Compensation and neither the AFFILIATE nor the UNIVERSITY assumes liability for injuries or illness in the absence of a showing of actual negligence on the part of the UNIVERSITY or AFFILIATE or any of their agents.

D. Be responsible for following administrative policies of the AFFILIATE.

E. Notify the AFFILIATE of his/her intended time of arrival and be responsible for reporting to the designated individual at the AFFILIATE on time.

F. Be responsible for his/her own housing during education assignments.

G. Be subject to the rules and regulations of the AFFILIATE.

H. Not be considered an employee of the AFFILIATE, but a student participating in the practical education phase of his/her professional education.

VII. FINANCE

There are no financial obligations for the function of training activities for either party while students are assigned to the AFFILIATE.

VIII. EQUAL OPPORTUNITY

The University of Kentucky complies with the federal and state constitutions, and all applicable federal and state laws regarding nondiscrimination. The UNIVERSITY provides equal opportunities for qualified persons in all aspects of UNIVERSITY operations, and does not discriminate on the basis of race, color, national origin, ethnic origin, religion, creed, age, physical or mental disability, veteran status, uniformed service, political belief, sex, sexual orientation, gender identity, gender expression, pregnancy, marital status, genetic information, social or economic status, or whether the person is a smoker or nonsmoker, as long as the person complies with UNIVERSITY policy concerning smoking.

IX. LIABILITY

UNIVERSITY shall maintain liability insurance for itself, agents, officers and employees in the amounts of not less than One Million Dollars (\$1,000,000.00) per claim and Three Million Dollars (\$3,000,000.00) aggregate per policy year.

AFFILIATE shall maintain liability insurance for itself, agents, officers and employees in the amounts of not less than One Million Dollars (\$1,000,000.00) per claim and Three Million Dollars (\$3,000,000.00) aggregate per policy year, or such other minimum amounts as may be required from time to time by the UNIVERSITY. The policy of insurance shall provide that such insurance shall not be cancelled, modified or permitted to lapse without thirty (30) days prior written notice to UNIVERSITY. AFFILIATE shall promptly, following request by the UNIVERSITY from time to time, provide evidence of such insurance acceptable to the UNIVERSITY.

X. HEALTH REQUIREMENTS

The UNIVERSITY requires students to be in compliance with all current UNIVERSITY immunization and tuberculin testing policies. Proof of inoculations will be provided upon request to facility.

XI. PERSONAL INFORMATION SECURITY

(Please select the appropriate box applicable to this practicum.)

☐ UK will provide AFFILIATE with student's Personal Information as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, 61.932 and 61.933 (the "Act"), AFFILIATE shall secure and protect Personal Information by, without limitation: (i) complying with all requirements applicable to non-affiliated third parties set forth in the Act; (ii) utilizing security and breach investigation procedures that are appropriate to the nature of the Personal Information disclosed, at least as stringent as UNIVERSITY's and reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation or destruction; (iii) notifying UNIVERSITY of a security breach relating to Personal Information in the possession of AFFILIATE or its agents or subcontractors within seventy-two (72) hours of discovery of an actual or suspected breach unless the exception set forth in KRS 61.932(2)(b)2 applies and AFFILIATE abides by the requirements set forth in that exception; (iv) cooperating with UNIVERSITY in complying with the response, mitigation, correction, investigation and notification requirements of the ACT, (v) paying all costs of notification, investigation and mitigation in the event of a security breach of Personal Information suffered by AFFILIATE; and (vi) at UNIVERSITY's discretion and direction, handling all administrative functions associated with notification, investigation and mitigation.

☒ Student will provide AFFILIATE with all Personal Information therefore UNIVERSITY and AFFILIATE are not bound by Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, 61.932 and 61.933 in regard to this Agreement.

XII. NOTICE

Whenever any notice, demand or consent is required by the terms of this Agreement, it shall be delivered by mail, postage prepaid, to the following addresses:

If to AFFILIATE: Lexington Police Department
 150 E. Main Street
 Lexington, KY 40507

If to UNIVERSITY: University of Kentucky
 Office of Strategic Healthcare Contracting
 317 Charles T. Wethington Building
 900 South Limestone Street
 Lexington, KY 40536-0200

XIII. ELECTRONIC STORAGE AND SIGNATURES

The parties hereto agree and stipulate that the original of this Agreement, including the signature page, may be scanned and stored in a computer database or similar device, and that any printout or other output readable by sight, the reproduction of which is shown to

accurately reproduce the original of this document, may be used for any purpose just as if it were the original, including proof of the content of the original writing.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same agreement. Any electronically transmitted signature or photocopy of a signature to this Agreement shall be deemed an original signature to this Agreement and shall have the same force and effect as an original signature. For purposes of this Section, an "electronically transmitted signature" means a manually-signed original signature that is sent via the internet as a "pdf" (portable document format) attached to an e-mail message.

XIV. HIPAA

(Please select the appropriate box applicable to this practicum.)

☐ Each party agrees to abide by all applicable federal and state law and regulations, including, but not limited to, the HIPAA privacy regulations set forth at 45 CFR Parts 160 and 164 (the "Privacy Rule"). Because neither party uses or discloses the Protected Health Information to perform services on behalf of the other, each party acknowledges and agrees that neither is the business associate of the other and therefore the parties are not required to enter into a business associate contract, as these terms are defined in the Privacy Rule.

☒ AFFILIATE is not a healthcare provider and does not have access to Protected Health Information.

☐ AFFILIATE is a healthcare provider but UNIVERSITY student will not be permitted access to Protected Health Information.

XV. FERPA

AFFILIATE shall maintain and protect the confidentiality of student education records as required by the Family Education Rights and Privacy Act (FERPA). Student information that is submitted by the UNIVERSITY and those records generated by AFFILIATE regarding students is confidential and shall be used only for the purposes stated in this Agreement. AFFILIATE agrees not to share or disclose this data with any third-party outside of the purposes stated in this Agreement, unless required to do so by law or other agency regulations. AFFILIATE shall notify the UNIVERSITY in writing immediately upon learning of any such required release of records and also upon learning of any such unauthorized release of the records or the information contained therein. Failure to comply with the requirement to protect the students' education records will result in the cancellation of the Agreement and eligibility to receive any student information from the UNIVERSITY for a period of no less than five (5) years.

AFFILIATE agrees to destroy the student information with permission of the UNIVERSITY in a manner that completely protects the confidentiality of the student

information or return the information to the UNIVERSITY upon the expiration of this Agreement.

XVI. TERM OF THE AGREEMENT

A. This Agreement shall be effective from the date first written above and shall be reviewed annually by UNIVERSITY's Provost or designated reviewer, and AFFILIATE's designated reviewer. The duration of this Agreement shall be continuous.

B. This Agreement is subject to mutually agreed upon modifications. Any modifications shall be in writing and added as attachments to this Agreement.

C. This Agreement may be terminated by either party provided written notice is sent to the other party at least ninety (90) days prior to the proposed date of termination.

D. Any student currently enrolled in a rotation at the AFFILIATE's facilities at the time a notice of termination is given by either party shall have six (6) months from the time such notice is given to complete their program with AFFILIATE.

XVII. MISCELLANEOUS

A. *(Please select the appropriate box applicable to this practicum.)*

☒ The practicum is taking place within the Commonwealth of Kentucky. Therefore this Agreement is being executed and delivered in the Commonwealth of Kentucky and shall be construed and enforced in accordance with the laws of the Commonwealth of Kentucky. The parties hereto agree that any legal action which is brought on the basis of this Agreement shall be filed in the Franklin County Circuit Court of the Commonwealth of Kentucky, pursuant to KRS 45A.245.

☐ This practicum is taking place outside of the Commonwealth of Kentucky. Therefore the parties agree to remain silent on governing law and venue.

B. Nothing contained in this Agreement confers on either party the right to use the other party's name or likeness without prior written permission, or constitutes an endorsement of any commercial product or services by either party.

C. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision.

D. No party may assign or subcontract any portion of this Agreement without the prior written consent of the other party; provided, however, that the AFFILIATE expressly acknowledges that any assignment by the UNIVERSITY to an entity controlled by, controlling, or under common ownership with the UNIVERSITY or arising out of any merger, reorganization or consolidation of the UNIVERSITY shall not require the consent of the AFFILIATE.

E. The individuals executing this Agreement on behalf of the UNIVERSITY and the AFFILIATE hereby represent and warrant that the execution, delivery and performance of this Agreement has been approved by all requisite corporate action and such individuals have been duly authorized to execute and deliver this Agreement.

XVIII. SIGNATURES


In testimony whereof, witness the duly authorized signatures of the parties hereto to the original:

UNIVERSITY OF KENTUCKY



Robert S. DiPaola, MD
Provost

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT


By: Linda Gorton
Title: Mayor

Recommended by:



Isabell Mellon, PhD



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 1206-24

File ID: 1206-24

Type: Resolution

Status: Approved

Version: 2

Contract #:

In Control: Urban County
Council

File Created: 11/22/2024

Final Action: 12/05/2024

File Name: Request Council authorization to accept an additional award of \$490.50 from the Kentucky Office of Homeland Security. The application was submitted for \$187,609.50 but the Division of Fire and Emergency Services has been awarded an additional \$490.50 un

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to accept the additional funds awarded by the Ky. Office of Homeland Security (KOHS) from the FY2024 DHS/FEMA Grant Program in the amount of \$490.50, the acceptance of which does not obligate the Urban County Government to the expenditure of funds, and lastly, authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Fire and Emergency Management, Wells]

Notes:

Sponsors:

Enactment Date: 12/05/2024

Attachments: 25-Blue Sheet Memo Fire KOHS Award, BA 13418, BA 13419, Lexington Fire Department 24-016 Award Letter, LFUCG -Fire Department 24-015 Award Letter, Resolution 135-2024, RESO 1206-24 4900-1318-2466 v.1.docx, R-635-2024

Enactment Number: R-635-2024

Deed #:

Hearing Date:

Drafter: Katrina James

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	Urban County Council Work Session	12/03/2024	Approved and Referred to Docket	Urban County Council	12/03/2024		Pass
2	Urban County Council	12/03/2024	Received First Reading	Urban County Council	12/05/2024		
2	Urban County Council	12/05/2024	Approved				Pass

Text of Legislative File 1206-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to accept the additional funds awarded by the Ky. Office of Homeland Security (KOHS) from the FY2024 DHS/FEMA Grant Program in the amount of \$490.50, the acceptance of which does not obligate the Urban County Government to the expenditure of funds, and lastly, authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Fire and Emergency Management, Wells]

Summary

Authorization to accept an additional award of \$490.50 for the Kentucky Office of Homeland Security FFY2024 DHS/FEMA Grant Program, for a total award amount of \$188,100. No matching funds are required. (L1206-24) (Wells/Armstrong)

Budgetary Implications: Yes

Advance Document Review:

Law: N/A

Risk Management: N/A

Fully Budgeted: Budget amendment are in process.

Account Number: 3200-505707-5771-XXXXX

This Fiscal Year Impact: \$188,100

Annual Impact: \$0

Project: STHO_FIRE_2025 and STHO_FIRE2_2025

Activity: FED_GRANT

Budget Reference: 2025

Current Balance:



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

**FROM: THERESA REYNOLDS, DIRECTOR
DIVISION OF GRANTS AND SPECIAL PROGRAMS**

DATE: NOVEMBER 22, 2024

**SUBJECT: Kentucky Office of Homeland Security FFY2024 DHS/FEMA Award for
Division of Fire and Emergency Services**

Request: Council authorization to accept an additional award of \$490.50 from the Kentucky Office of Homeland Security. The application was submitted for \$187,609.50, but the Division of Fire and Emergency Services has been awarded an additional \$490.50 under the State Homeland Security FFY2024 DHS/FEMA Grant Program for a total award of \$188,100. No matching funds are required.

Purpose of Request: On March 21, 2024 (Resolution 135-2024) Council authorized to execute and submit a grant application seeking \$187,609.50 in federal funds from the Kentucky Office of Homeland Security under the State Homeland Security FY2024 DHS/FEMA Grant Program. The Kentucky Office of Homeland Security has awarded an additional \$490.50 over the application amount. These funds will be used to purchase two Search Cam 360s cameras and one seismic or acoustic listening device and two Hazmat monitors manufactured by Red Wave the ThreatID and XplorIR for a total project cost of \$188,100.

What is the cost in this budget year and future budget years? A total of \$188,100 in federal funds has been awarded for Fiscal Year 2025. No matching funds are required. Future funding is dependent upon availability of grant funding.

Are the funds budgeted? Budget amendment is in process.

File Number: 1206-24

Director/Commissioner: Wells/Armstrong



LFUCG Budget Amendment Request Form

Requester: Moore,Celia E

Date: 11/22/2024

Status: Pending Approval

Amend Nbr: 13418

Business Unit: LFUCG

Journal Date: 11/22/2024

Budget Period: 2025

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	505707	5771	96468	Equipment	141,450.00	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	505707	5771	44010	Intergovernmental - Federal	141,450.00	WELLSJG	KARMSTRO	

▶ **Project/Grant Revenue**

▶ **Project/Grant Expenditures**

Comments:

To establish grant budget for KOHS FFY2024 DHS/FEMA Grant Program award to Fire and Emergency Services (STHO_FIRE_2025)

Net Amend Amt: 0.00

Submit for Approval

LFUCG Budget Amendment Request Form

Requester: Moore,Celia E

Date: 11/22/2024

Status: Pending Approval

Amend Nbr: 13419

Business Unit: LFUCG

Journal Date: 11/22/2024

Budget Period: 2025

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	505707	5771	95805	Audio Visual Equipment	46,650.00	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	505707	5771	44010	Intergovernmental - Federal	46,650.00	WELLSJG	KARMSTRO

▶ Project/Grant Revenue

▶ Project/Grant Expenditures

Comments:

To establish grant budget for 2nd KOHS FFY2024 DHS/FEMA Grant Program award for Fire and Emergency Services (STHO_FIRE2_2025)

Net Amend Amt: 0.00

Submit for Approval



**OFFICE OF THE GOVERNOR
KENTUCKY OFFICE OF HOMELAND SECURITY**

Andy G. Beshear
Governor

200 Mero Street
Frankfort, KY 40622
Phone 502-564-2081
Fax 502-564-7764
www.homelandsecurity.ky.gov

Josiah L. Keats
Executive Director

October 14, 2024

The Honorable Linda Gorton
Mayor, Lexington - Fayette Urban County Government
200 East Main Street
Lexington, KY 40507

RE: Homeland Security Grant Award for Application 24-016

Dear Mayor Gorton:

On behalf of Governor Andy Beshear, the Kentucky Office of Homeland Security would like to take this opportunity to congratulate you on the successful grant application submitted for FFY 2024 Homeland Security Grant Program. The application referenced above has been awarded grant funding in the amount of \$46,650.00.

Approved Scope of Work: Grant funding shall be used for the purchase a FL 360 Search Camera and Acoustic/Seismic Listening Device for the Lexington Fire Department Special Operations Unit.

DO NOT SPEND ANY FUNDS UNTIL WE CONTACT YOU FOR A GRANT MEETING.

You, along with the other individuals listed on the application as project staff, will receive an email with instructions on scheduling an appointment to meet with us virtually to discuss your award. If you have any questions at any time, please do not hesitate to contact our grants management team, Jennifer Annis, Anna Roaden, and Jodie Williams at 502-892-3382 or via email at Jennifer.Annis@ky.gov or Anna.Roaden@ky.gov or Jodie.Williams@ky.gov.

Again, please accept our congratulations and best wishes for a successful project. My staff and I look forward to working with you throughout the course of this grant.

Sincerely,

Josiah Keats
Executive Director
Kentucky Office of Homeland Security



**OFFICE OF THE GOVERNOR
KENTUCKY OFFICE OF HOMELAND SECURITY**

Andy G. Beshear
Governor

200 Mero Street
Frankfort, KY 40622
Phone 502-564-2081
Fax 502-564-7764
www.homelandsecurity.ky.gov

Josiah L. Keats
Executive Director

October 15, 2024

The Honorable Linda Gorton
Mayor, Lexington - Fayette Urban County Government
200 East Main Street
Lexington, KY 40507

RE: Homeland Security Grant Award for Application 24-015

Dear Mayor Gorton:

On behalf of Governor Andy Beshear, the Kentucky Office of Homeland Security would like to take this opportunity to congratulate you on the successful grant application submitted for FFY 2024 Homeland Security Grant Program. The application referenced above has been awarded grant funding in the amount of \$141,450.00.

Approved Scope of Work: Grant funding shall be used for the purchase Chemical Detection Equipment for the Lexington Fire Department Special Operations Unit.

DO NOT SPEND ANY FUNDS UNTIL WE CONTACT YOU FOR A GRANT MEETING.

You, along with the other individuals listed on the application as project staff, will receive an email with instructions on scheduling an appointment to meet with us virtually to discuss your award. If you have any questions at any time, please do not hesitate to contact our grants management team, Jennifer Annis, Anna Roaden, and Jodie Williams at 502-892-3382 or via email at Jennifer.Annis@ky.gov or Anna.Roaden@ky.gov or Jodie.Williams@ky.gov.

Again, please accept our congratulations and best wishes for a successful project. My staff and I look forward to working with you throughout the course of this grant.

Sincerely,

Josiah Keats
Executive Director
Kentucky Office of Homeland Security

RESOLUTION NO. 135 - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AND SUBMIT A GRANT APPLICATION TO THE KENTUCKY OFFICE OF HOMELAND SECURITY (KOHS) SEEKING \$187,609.50 IN FEDERAL FUNDS FOR THE PURCHASE OF HAZMAT MONITORS AND USAR SEARCH EQUIPMENT FOR THE DIVISION OF FIRE, TO PROVIDE ANY ADDITIONAL INFORMATION REQUESTED IN CONNECTION WITH THIS GRANT APPLICATION, AND TO ACCEPT THIS GRANT IF AWARDED, THE ACCEPTANCE OF WHICH DOES NOT OBLIGATE THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF FUNDS, AND LASTLY, AUTHORIZING THE MAYOR TO TRANSFER ENCUMBERED FUNDS WITHIN THE GRANT BUDGET.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute and submit a Grant Application, which is attached hereto and incorporated herein by reference, to the Kentucky Office of Homeland Security (KOHS) seeking \$187,609.50 in federal funds for the purchase of Hazmat monitors and UASR search equipment for the Division of Fire, to provide any additional information requested in connection with this Grant Application, and to accept this Grant if awarded, the acceptance of which does not obligate the Urban County Government to the expenditure of funds.

Section 2 – That subject to the provisions of Section 7-48 of the Lexington-Fayette Urban County Government Code of Ordinances, the Mayor is hereby authorized, in her discretion as Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or capital account appropriation within the Grant budget previously established for this Grant.

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

PASSED URBAN COUNTY COUNCIL: March 21, 2024



MAYOR

ATTEST:



CLERK OF URBAN COUNTY COUNCIL

0320-24:Walk on:BGS:4863-3666-1930, v. 2

RESOLUTION NO. _____-2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO ACCEPT THE ADDITIONAL FUNDS AWARDED BY THE KENTUCKY OFFICE OF HOMELAND SECURITY (KOHS) FROM THE FY2024 DHS/FEMA GRANT PROGRAM IN THE AMOUNT OF \$490.50, THE ACCEPTANCE OF WHICH DOES NOT OBLIGATE THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF FUNDS, AND LASTLY, AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to accept additional funds awarded by the Kentucky Office of Homeland Security (KOHS) from the FY2024 DHS/FEMA Grant Program in the amount of \$490.50, the acceptance of which does not obligate the Urban County Government to the expenditure of funds as a local match.

Section 2 - That subject to the provisions of Section 7-48 of the Lexington-Fayette Urban County Government Code of Ordinances, the Mayor is hereby authorized, in her discretion as Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or capital account appropriation within the Grant budget established for this Grant.

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

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

1206-24:WDR4900-1318-2466, v. 1

RESOLUTION NO. 635 -2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO ACCEPT THE ADDITIONAL FUNDS AWARDED BY THE KENTUCKY OFFICE OF HOMELAND SECURITY (KOHS) FROM THE FY2024 DHS/FEMA GRANT PROGRAM IN THE AMOUNT OF \$490.50, THE ACCEPTANCE OF WHICH DOES NOT OBLIGATE THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF FUNDS, AND LASTLY, AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to accept additional funds awarded by the Kentucky Office of Homeland Security (KOHS) from the FY2024 DHS/FEMA Grant Program in the amount of \$490.50, the acceptance of which does not obligate the Urban County Government to the expenditure of funds as a local match.

Section 2 - That subject to the provisions of Section 7-48 of the Lexington-Fayette Urban County Government Code of Ordinances, the Mayor is hereby authorized, in her discretion as Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or capital account appropriation within the Grant budget established for this Grant.

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

PASSED URBAN COUNTY COUNCIL: December 5, 2024

Linda Gorton

MAYOR

ATTEST:

[Signature]

CLERK OF URBAN COUNTY COUNCIL

1206-24:WDR4900-1318-2466, v. 1



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 1207-24

File ID: 1207-24

Type: Resolution

Status: Approved

Version: 1

Contract #: 341-2024

In Control: Urban County
Council

File Created: 11/22/2024

File Name: Cellebrite Inc. - Software License & Sole Source
Certification

Final Action: 12/05/2024

Title: A Resolution authorizing the Div. of Police to purchase a Cellebrite Inseyets Pro Software upgrade with three (3) license renewals from Cellebrite Inc., a sole source provider, and authorizing the Mayor, on behalf of the Urban County Government, to execute any necessary Agreement with Cellebrite Inc., related to the procurement, at a cost not to exceed \$29,660.92. [Div. of Police, Weathers]

Notes: In office 11/25/2024. MS

Stamped and filed in the CCO. Returned to Renita 12/6/2024. MS

Sponsors:

Enactment Date: 12/05/2024

Attachments: Cover Memo - Cellebrite Inc. - Software License & Sole Source Certification.pdf, Cellebrite Renewal 2025 - Plus NCFI License - Q-424130.pdf, 2025 Cellebrite Inseyets SOLE SOURCE CERTIFICATION.pdf, RESO 1207-24 Police Cellebrite Renewal 4909-3002-7520 v.1.docx, R-636-2024, Contract #341-2024

Enactment Number: R-636-2024

Deed #:

Hearing Date:

Drafter: Renita Happy

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	12/03/2024	Approved and Referred to Docket	Urban County Council	12/03/2024		Pass
1	Urban County Council	12/03/2024	Received First Reading	Urban County Council	12/05/2024		
1	Urban County Council	12/05/2024	Approved				Pass

Text of Legislative File 1207-24

Title

A Resolution authorizing the Div. of Police to purchase a Cellebrite Inseyets Pro Software upgrade with three (3) license renewals from Cellebrite Inc., a sole source provider, and authorizing the Mayor, on behalf of the Urban County Government, to execute any necessary Agreement with Cellebrite Inc., related to the procurement, at a cost not to exceed \$29,660.92. [Div. of Police, Weathers]

Summary

Authorization to reestablish Cellebrite Inc., as a sole source vendor and purchase a Cellebrite Inseyets Pro Software upgrade with three (3) license renewals to allow the Computer Forensics Unit to access files and create reports on cell phones and mobile devices for investigative purposes. At an annual cost of \$29,660.92. Funds are Budgeted. (L1207-24) (Weathers/Armstrong)

Budgetary Implications: YES

Advance Document Review:

Law: Yes, Tiffany Holskey, 11/20/2024

Risk Management: No

Fully Budgeted: Yes

Account Number: 1101-505506-5561-76102

Year Impact: \$29,660.92

Annual Impact: \$ -0-

Project:

Activity:

Budget Reference:

Current Balance: \$619,465.92



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: November 22, 2024

SUBJECT: Cellebrite Inc. - Software License & Sole Source Certification

Request

Authorization to reestablish Cellebrite Inc., as a sole source vendor and accept the attached quote for software license renewal.

Why are you requesting?

This is for the purchase of Cellebrite Inseyets Pro Software upgrade and three (3) license renewals. This will allow our Computer Forensics Unit to access files and create reports on cell phones and mobile devices for investigative purposes. The annual cost of the software license is \$29,660.92. This is also to reestablish Cellebrite Inc., as a sole source vendor. The attached agreement requires Council and Mayor Gorton's approval and signature.

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

Funds are budgeted - \$29,660.92

Are the funds budgeted? Yes – 1101-505506-5561-76102

File Number: 1207-24

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

LBW/rmh



Cellebrite Inc.
8065 Leesburg Pike,
Suite T3-302
Vienna, VA 22182
USA

Tel. +1 800 942 3415
Fax. +1 201 848 9982
Tax ID#: 22-3770059
DUNS: 033095568
CAGE: 4C9Q7
Company Website:
<http://www.cellebrite.com>

Quote

Quote#
Date:

Q-424130-1
Oct 29, 2024

Billing Information
Lexington Fayette County Government
200 E Main Street
Lexington, Kentucky 40507
United States

Contact: Chris Sizemore
Phone: 859-258-3541

Delivery Information
Lexington Police Department
150 E. Main St
Lexington, KY 40507
United States

Contact: Chris Sizemore
Phone: 859-258-3541

Wire To:
Bank Routing Number: 021000021
Account Number: 761020590
Account Name: Cellebrite Inc.

Check Remittance (Only for NA):
Cellebrite Inc. ,
PO BOX 23551
New York, NY, 10087-3551

End Customer: Lexington Fayette County Government

Customer ID	Good Through	Payment Terms	Currency	Sales Rep
SF-00046017	Jan 29, 2025	Net 30	USD	Caroline Scamell

Product Code	Product Name	Qty	Start Date	End Date	Serial Number	Net PriceUnit	Net Price
B-CNR-05-003	Upgrade to Inseyets Online Pro	2	Jan 30, 2025	Jan 29, 2026	1812074242, 214612318	10,185.00	20,370.00
S-UFD-20-003	Inseyets Pro UFED Subscription	2	Jan 30, 2025	Jan 29, 2026	1812074242, 214612318	0.00	0.00
S-UFD-20-006	Inseyets Pro PA Subscription	2	Jan 30, 2025	Jan 29, 2026	1812074242, 214612318	0.00	0.00
F-UFD-06-005	Inseyets upgrade kit	2				0.00	0.00
U-AIS-05-001	2 Promotional Unlocks for Inseyets	1	Jan 30, 2025	Jan 29, 2026		0.00	0.00
B-CNR-05-003	Upgrade to Inseyets Online Pro	1	Mar 08, 2025	Jan 29, 2026	739902091	9,290.92	9,290.92
S-UFD-20-003	Inseyets Pro UFED Subscription	1	Mar 08, 2025	Jan 29, 2026	739902091	0.00	0.00
S-UFD-20-006	Inseyets Pro PA Subscription	1	Mar 08, 2025	Jan 29, 2026	739902091	0.00	0.00
F-UFD-06-005	Inseyets upgrade kit	1				0.00	0.00
U-AIS-05-001	2 Promotional Unlocks for Inseyets	1	Mar 08, 2025	Jan 29, 2026		0.00	0.00

SubTotal	USD 29,660.92
Shipping & Handling	USD 0.00
Sales Tax	USD 0.00
Total	USD 29,660.92

Comments:

Terms and Conditions:

- This Quote/Proforma Invoice/Tax Invoice, together with the terms and conditions and license agreement listed below that are incorporated by reference to this Quote/Proforma Invoice (together, the "Agreement"), constitute an offer by Cellebrite. By signing this the Quote/Proforma Invoice, issuing a purchase order (or other ordering document) in connection with this the Quote/Proforma Invoice, or downloading and/or using the products identified in this the Quote/Proforma Invoice/Tax Invoice, the customer agrees to be bound by the terms of this Agreement. Any additional or different terms or conditions contained in any customer document, purchase order or other ordering document will not be binding upon Cellebrite unless expressly accepted in a document signed by a Cellebrite authorized signatory.
- Quote is subject to regulatory approval.
- Freight Terms: FCA (NJ)
- Limited Warranty: Hardware:12 Months; Software:60 days; Touch Screen:30 days
- General: The following terms shall apply to any product at <http://legal.cellebrite.com/us/index.html>
- EULA: All Cellebrite Software is licensed subject to the end user license agreement available at <https://legal.cellebrite.com/End-User-License-Agreement.html>
- Advanced Services (CAS): The following terms apply to Cellebrite Advanced Services at <https://legal.cellebrite.com/CB-us-us/index.html>
- Premium: The following terms shall apply only to Cellebrite Premium at <http://legal.cellebrite.com/intl/PremiumUS.htm>
- Pathfinder: The following terms apply to Cellebrite Pathfinder at <https://legal.cellebrite.com/PF-Addendum.htm>
- Training Services: The following terms apply to Cellebrite Training Services at <http://legal.cellebrite.com/intl/Training.htm>
- SaaS: The following terms apply to Cellebrite SaaS Services at <https://legal.cellebrite.com/SaaS.htm>
- Endpoint SaaS: The following terms apply to Cellebrite Cellebrite Endpoint SaaS at <https://legal.cellebrite.com/Endpoint-SAAS.html>

In the event of any dispute as to which terms apply, Cellebrite shall have the right to reasonably determine which terms apply to a given purchase order.
Please indicate the invoice number when remitting payment

*SALES TAX DISCLAIMER: Cellebrite Inc. is required to collect Sales and Use Tax for purchases made from the following certain U.S. States. Orders are accepted with the understanding that such taxes and charges shall be added, as required by law. Where applicable, Cellebrite Inc. will charge sales tax unless you have a valid sales tax exemption certificate on file with Cellebrite Inc. Cellebrite Inc. will not refund tax amounts collected in the event a valid sales tax certificate is not provided. If you are exempt from sales tax, you must provide us with your sales tax exempt number and fax a copy of your sales tax exempt certificate to Cellebrite Inc.
Please include the following information on your PO for Cellebrite UFED purchase:
- Please include the ORIGINAL QUOTE NUMBER (For example - Q-XXXXX) on your PO
- CONTACT NAME & NUMBER of individual purchasing and bill to address
- E-MAIL ADDRESS of END USER for monthly software update as this is critical for future functionality

I, the undersigned, hereby confirm that I am authorized to sign this Quote/Proforma Invoice on behalf the customer identified above , and I hereby approve that my signature is legally binding upon the customer identified above.

Customer Name: Lexington Fayette County Government

Signature:	_____	Effective Date:	
Name (Print):	_____	Title:	_____

Please sign and email to Caroline Scamell at caroline.scamell@cellebrite.com



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 (\$2,500-\$10,000), formal quotes (\$10,001 - \$29,999.99), or formal bid (\$30,000 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 \$30,000 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. Chris Sizemore Division/Dept Police/Special Investigations

Phone 859-258-3541 Email csizemore@lexingtonpolice.ky.gov

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

Cost: \$29,660.92

Sole Source Request for the Purchase of:
Cellebrite Inseyets Pro software upgrade and three license renewals

☐ 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 Cellebrite Inc.

Contact Name Caroline Scamell

Address 7 Campus Drive Suite 210, Parsippany, New Jersey 07054

Phone 571-463-9063 Email caroline.scamell@cellebrite.com



JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

STATEMENT OF NEED: (Add additional pages as needed)

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.

Cellebrite Inseyets Pro is the industry standard for cell phone and mobile device forensic analysis among law enforcement agencies. LPD has used this processing system for many years and the results are accepted by the local court system. Cellebrite has ceased license renewal for our current Cellebrite UFED system, meaning the Inseyets Pro package is a required purchase in order to continue utilizing Cellebrite. No other product has been found to provide better results for a lower cost.

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.

There are no competitors in existence that offer the Inseyets Pro line of product. Cellebrite Inc. owns all distribution and marketing rights of Inseyets Pro and designates how the program may be marketed and sold.

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

☐ Uniqueness of the service. Describe.

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

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

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

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



JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

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

I have been in contact with Cellebrite, Inc. who advised they do not use outside vendors for their products or support. I have also conducted internet research which confirms this assertion.

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.)

The price for this software licensing is consistent with similar programs/license renewals.

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

By continuing to re-license and upgrade the software, our Computer Forensics Unit is able to process and analyze digital evidence that would otherwise would require outsourcing at a greater expense to the police department with far less efficiency.

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING THE DIVISION OF POLICE TO PURCHASE A CELLEBRITE INSEYETS PRO SOFTWARE UPGRADE WITH THREE (3) LICENSE RENEWALS FROM CELLEBRITE INC., A SOLE SOURCE PROVIDER, AND AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE ANY NECESSARY AGREEMENT WITH CELLEBRITE INC., RELATED TO THE PROCUREMENT, AT A COST NOT TO EXCEED \$29,660.92.

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

Section 1 – That the Division of Police is authorized to purchase a Cellebrite Inseyets Pro software upgrade with three (3) license renewals from Cellebrite Inc., 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 Cellebrite Inc, related to the procurement.

Section 2 – That an amount, estimated not to exceed the sum of \$29,660.92 be and hereby is approved for payment to Cellebrite Inc., from the following account #1101-505506-76102.

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

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
1207-24:TAH:4909-3002-7520, v. 1

RESOLUTION NO. 636 - 2024

A RESOLUTION AUTHORIZING THE DIVISION OF POLICE TO PURCHASE A CELLEBRITE INSEYETS PRO SOFTWARE UPGRADE WITH THREE (3) LICENSE RENEWALS FROM CELLEBRITE INC., A SOLE SOURCE PROVIDER, AND AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE ANY NECESSARY AGREEMENT WITH CELLEBRITE INC., RELATED TO THE PROCUREMENT, AT A COST NOT TO EXCEED \$29,660.92.

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

Section 1 – That the Division of Police is authorized to purchase a Cellebrite Inseyets Pro software upgrade with three (3) license renewals from Cellebrite Inc., 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 Cellebrite Inc, related to the procurement.

Section 2 – That an amount, estimated not to exceed the sum of \$29,660.92 be and hereby is approved for payment to Cellebrite Inc., from the following account #1101-505506-76102.

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

PASSED URBAN COUNTY COUNCIL: December 5, 2024

Linda Gorton

MAYOR

ATTEST:

[Signature]

CLERK OF URBAN COUNTY COUNCIL

1207-24:TAH:4909-3002-7520, v. 1

Cellebrite Inc.
8065 Leesburg Pike,
Suite T3-302
Vienna, VA 22182
USA



Cellebrite

Justice Accelerated

Tel. +1 800 942 3415
Fax. +1 201 848 9982
Tax ID#: 22-3770059
DUNS: 033095568
CAGE: 4C9Q7
Company Website:
<http://www.cellebrite.com>

Quote

Quote# Q-424130-1
Date: Oct 29, 2024

Billing Information

Lexington Fayette County Government
200 E Main Street
Lexington, Kentucky 40507
United States

Delivery Information

Lexington Police Department
150 E. Main St
Lexington, KY 40507
United States

Wire To:

Bank Routing Number: 021000021
Account Number: 761020590
Account Name: Cellebrite Inc.

Check Remittance (Only for NA):

Cellebrite Inc. ,
PO BOX 23551
New York, NY, 10087-3551

Contact: Chris Sizemore
Phone: 859-258-3541

Contact: Chris Sizemore
Phone: 859-258-3541

End Customer: Lexington Fayette County Government

Customer ID	Good Through	Payment Terms	Currency	Sales Rep
SF-00046017	Jan 29, 2025	Net 30	USD	Caroline Scamell

Product Code	Product Name	Qty	Start Date	End Date	Serial Number	Net Price/Unit	Net Price
B-CNR-05-003	Upgrade to Inseyets Online Pro	2	Jan 30, 2025	Jan 29, 2026	1812074242, 214612318	10,185.00	20,370.00
S-UFD-20-003	Inseyets Pro UFED Subscription	2	Jan 30, 2025	Jan 29, 2026	1812074242, 214612318	0.00	0.00
S-UFD-20-006	Inseyets Pro PA Subscription	2	Jan 30, 2025	Jan 29, 2026	1812074242, 214612318	0.00	0.00
F-UFD-06-005	Inseyets upgrade kit	2				0.00	0.00
U-AIS-05-001	2 Promotional Unlocks for Inseyets	1	Jan 30, 2025	Jan 29, 2026		0.00	0.00
B-CNR-05-003	Upgrade to Inseyets Online Pro	1	Mar 08, 2025	Jan 29, 2026	739902091	9,290.92	9,290.92
S-UFD-20-003	Inseyets Pro UFED Subscription	1	Mar 08, 2025	Jan 29, 2026	739902091	0.00	0.00
S-UFD-20-006	Inseyets Pro PA Subscription	1	Mar 08, 2025	Jan 29, 2026	739902091	0.00	0.00
F-UFD-06-005	Inseyets upgrade kit	1				0.00	0.00
U-AIS-05-001	2 Promotional Unlocks for Inseyets	1	Mar 08, 2025	Jan 29, 2026		0.00	0.00

SubTotal	USD 29,660.92
Shipping & Handling	USD 0.00
Sales Tax	USD 0.00
Total	USD 29,660.92

Comments:

Terms and Conditions:

- This Quote/Proforma Invoice/Tax Invoice, together with the terms and conditions and license agreement listed below that are incorporated by reference to this Quote/Proforma Invoice (together, the "Agreement"), constitute an offer by Cellebrite. By signing this the Quote/Proforma Invoice, issuing a purchase order (or other ordering document) in connection with this the Quote/Proforma Invoice, or downloading and/or using the products identified in this the Quote/Proforma Invoice/Tax Invoice, the customer agrees to be bound by the terms of this Agreement. Any additional or different terms or conditions contained in any customer document, purchase order or other ordering document will not be binding upon Cellebrite unless expressly accepted in a document signed by a Cellebrite authorized signatory.

- Quote is subject to regulatory approval.

- Freight Terms: FCA (NJ)

- Limited Warranty: Hardware:12 Months; Software:60 days; Touch Screen:30 days

- General: The following terms shall apply to any product at <http://legal.cellebrite.com/us/index.html>

- EULA: All Cellebrite Software is licensed subject to the end user license agreement available at <https://legal.cellebrite.com/End-User-License-Agreement.html>

- Advanced Services (CAS): The following terms apply to Cellebrite Advanced Services at <https://legal.cellebrite.com/CB-us-us/index.html>

- Premium: The following terms shall apply only to Cellebrite Premium at <http://legal.cellebrite.com/intl/PremiumUS.htm>

- Pathfinder: The following terms apply to Cellebrite Pathfinder at <https://legal.cellebrite.com/PF-Addendum.htm>

- Training Services: The following terms apply to Cellebrite Training Services at <http://legal.cellebrite.com/intl/Training.htm>

- SaaS: The following terms apply to Cellebrite SaaS Services at <https://legal.cellebrite.com/SaaS.htm>

- Endpoint SaaS: The following terms apply to Cellebrite Cellebrite Endpoint SaaS at <https://legal.cellebrite.com/Endpoint-SAAS.html>

In the event of any dispute as to which terms apply, Cellebrite shall have the right to reasonably determine which terms apply to a given purchase order.

Please indicate the invoice number when remitting payment

*SALES TAX DISCLAIMER: Cellebrite Inc. is required to collect Sales and Use Tax for purchases made from the following certain U.S. States. Orders are accepted with the understanding that such taxes and charges shall be added, as required by law. Where applicable, Cellebrite Inc. will charge sales tax unless you have a valid sales tax exemption certificate on file with Cellebrite Inc. Cellebrite Inc. will not refund tax amounts collected in the event a valid sales tax certificate is not provided. If you are exempt from sales tax, you must provide us with your sales tax exempt number and fax a copy of your sales tax exempt certificate to Cellebrite Inc.

Please include the following information on your PO for Cellebrite UFED purchase:

- Please include the ORIGINAL QUOTE NUMBER (For example - Q-XXXXX) on your PO

- CONTACT NAME & NUMBER of individual purchasing and bill to address

- E-MAIL ADDRESS of END USER for monthly software update as this is critical for future functionality

I, the undersigned, hereby confirm that I am authorized to sign this Quote/Proforma Invoice on behalf the customer identified above , and I hereby approve that my signature is legally binding upon the customer identified above.

Customer Name: Lexington Fayette County Government

Signature:

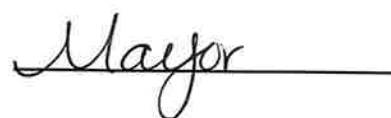


Effective Date:

Name (Print):



Title:



Please sign and email to Caroline Scamell at caroline.scamell@cellebrite.com



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 1208-24

File ID: 1208-24

Type: Resolution

Status: Second Reading

Version: 1

Contract #: 347-20247

In Control: Urban County
Council

File Created: 11/22/2024

File Name: MOA with Robert H. Williams Cultural Center

Final Action: 12/03/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement with the Robert H. Williams Cultural Center in order to provide \$170,000 for a feasibility study and capital facility improvements. [Dept. of General Services, Ford]

Notes: Stamped and filed in the CCO. Returned to Sandra Lopez via IOM 12/9/2024. MS

Sponsors:

Enactment Date: 12/03/2024

Attachments: Blue Sheet Memo - RH Williams Center MOA.docx, MOA RH Williams Cultural Center.pdf, Presentation RHWCC Community.pdf, RESO 1208-24 MOA Robert H. Williams Cultural Center 4934-2519-5264 v.1.docx, R-608-2024, Contract #347-2024

Enactment Number: R-608-2024

Deed #:

Hearing Date:

Drafter: Sandra Lopez

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	12/03/2024	Approved and Referred to Docket	Urban County Council	12/03/2024		Pass
1	Urban County Council	12/03/2024	Received First Reading	Urban County Council	12/03/2024		
1	Urban County Council	12/03/2024	Suspended Rules for Second Reading				Pass
1	Urban County Council	12/03/2024	Approved				Pass

Text of Legislative File 1208-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement with the Robert H. Williams Cultural Center in order to provide \$170,000 for a feasibility study and capital facility improvements. [Dept. of General Services, Ford]

Summary

Authorization to execute a Memorandum of Agreement with the Robert H. Williams Cultural Center for a feasibility study and capital facility improvements to expand program offerings and to preserve the center's historical and cultural significance. At a cost of \$170,000.

Funds are Budgeted. (L1208-24) (Ford)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Gabriel Thatcher, 11-25-2024

Risk Management: No

Fully Budgeted: Yes

Account Number: 1101-900229-0001-71101

This Fiscal Year Impact: \$170,000.00

Annual Impact:

Project:

Activity:

Budget Reference:

Current Balance: \$170,000.00



TO: Mayor Linda Gorton
Honorable Members, Urban County Council

FROM: 
Chris Ford, Commissioner of General Services

DATE: November 22, 2024

SUBJECT: Memorandum of Agreement with Robert H. Williams Cultural Center
Feasibility Study and Capital Facility Improvements

Request:

Request Council authorization for the Mayor to execute a memorandum of agreement with the Robert H. Williams Cultural Center for LFUCG to provide \$170,000 for a feasibility study and capital facility improvements.

Purpose:

Robert H. Williams Cultural Center will initiate and conduct a full assessment of needed facility repairs and site improvements, in order to expand program offerings, as well as to preserve the center's historical and cultural significance. This agreement is in conformity with the proposal submitted to the Budget, Finance and Economic Development Committee of the Urban County Council on August 27, 2024.

Budgetary Implication:

Funding has been appropriated as part of the FY 24 fund balance reallocation.

Funding Source: 1101 – 900229 – 0001 – 71101

File Number: 1208-24

Director/Commissioner: Ford



MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT ("Agreement"), is made and entered into on the ____ day of _____ 2024 (the "Effective Date"), by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the COMMONWEALTH OF KENTUCKY created pursuant to KRS Chapter 67A ("LFUCG"), 200 East Main Street, Lexington, Kentucky 40507, and the **ROBERT H. WILLIAMS CULTUAL CENTER, INCORPORATED** ("Organization"), a Kentucky non-profit corporation, with offices located at 644 Georgetown Street, Lexington, Ky, 40508 (collectively the "Parties").

WITNESSETH

WHEREAS, Organization is dedicated to promoting cultural awareness, diversity and inclusion; and

WHEREAS, Organization proposes to initiate a full assessment of needed facility improvements and repairs, in order to expand Organization's program offerings for residents of Fayette County, as well as preserve the historical and cultural significance at the site; and

WHEREAS, Organization has demonstrated a need for additional funds to complete this proposal; and

WHEREAS, LFUCG believes that payment of funds to Organization for this proposal fulfills a public purpose.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the receipt and sufficiency of which are acknowledged, the Parties hereby understand and agree as follows:

1. LFUCG shall grant Organization the sum of **One Hundred Seventy Thousand Dollars (\$170,000.00)** ("**Funds**"), for the purposes of a Site Assessment and Feasibility Study and capital facility improvements, in conformity with the proposal submitted to the Budget, Economic and Finance Committee of the Urban County Council on August 27, 2024 (the "**Project**"). Organization's Project, as approved by LFUCG, is attached hereto as Exhibit "A" and incorporated by reference as if fully set forth herein.

2. In exchange for LFUCG providing these Funds, Organization agrees as follows: (a) all Funds must be expended for the purposes of completion of the Project and for no other purpose; (b) that Organization shall take steps to ensure that the Project is complete on or before **December 31, 2025** (the "Term"), and that in the event Organization fails to complete the Project on or before said date, LFUCG shall have the right to seek repayment of all of the Funds it has disbursed through any means available at law, in equity, or in bankruptcy; (c) that LFUCG will not be responsible for the maintenance or care of the Project; (d) that Organization shall provide to LFUCG, upon request, sufficient documentation of the appropriate expenditure of the Funds; (e) that Organization shall comply with all applicable procurement laws and regulations in completion of the Project; (f) that Organization shall keep and make available to LFUCG any records related to this Agreement as are necessary to support its performance with the terms of this Agreement, and shall allow LFUCG any necessary access to its records or to the Project site in order to monitor the Organization's performance under this Agreement; and (g) in any written or oral communications, the Organization shall identify LFUCG as the source of the above-referenced Funds, and shall not specifically identify any individual Councilmember(s) as being responsible for the funds donated by LFUCG.

3. Neither party may assign its rights or duties under this Agreement without the prior written consent of the other party.

4. This Agreement does not create a contractual relationship with or right of action in favor of a third party against either Organization or LFUCG.

5. Each party agrees that it shall be responsible for any claims or damages that are based upon its respective performance of this Agreement, or that are based upon the actions or inactions of its respective employees or agents.

6. This Agreement shall remain in effect until Organization has fully complied with the requirements of numerical paragraph 2 above, the Project is complete and the facility is open for use by the general public.

7. In no event shall the Parties be construed, held, or become in any way for any purpose the employee of the other party, or partners, associates or joint ventures in the conduct of their respective endeavors or otherwise.

8. Organization shall provide equal opportunity in employment for all qualified persons, and shall (a) prohibit discrimination in employment because of race, color, creed, national origin, sex, age, sexual orientation, gender identity or handicap; (b) promote equal opportunity through a positive, continuing program of equal employment; and (c) cause any subcontractor or agency receiving funds provided pursuant to this Agreement to do so, with the understanding that this program of

equal employment opportunity shall apply to every aspect of its employment policies and practices. Organization agrees to comply with LFUCG's Fairness Ordinance (Ordinance No. 201-99) and all sources of applicable law, including those specified in any Exhibit attached to this Agreement and incorporated herein by reference.

9. This Agreement shall constitute the entire agreement between the Parties and no representations, inducements, promises or agreements, oral or otherwise, which are not embodied herein, shall be effective for any purpose. This Agreement shall replace any previous agreement between the Parties on the same subject matter.

10. If any term or provision of this Agreement shall be found to be illegal or unenforceable, this Agreement shall remain in full force and such term or provision shall be deemed stricken.

11. This Agreement shall be governed in all respects by the law of the Commonwealth of Kentucky and venue for all actions shall lie in Fayette County, Kentucky.

12. By mutual agreement, the Parties to this Agreement may, from time to time, make written changes to any provision hereof. Organization acknowledges that LFUCG may make such changes only upon approval of its legislative authority, the Lexington-Fayette Urban County Council, and the signature of its Mayor.

13. The waiver by either party of any breach of any provision of this Agreement shall not constitute a waiver or waiver of any subsequent breach by either party of either the same or another provision of this Agreement.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties certify that they have been duly authorized to execute, deliver and perform this Memorandum of Agreement, and have executed this Agreement at Lexington, Kentucky, the day and year first above written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

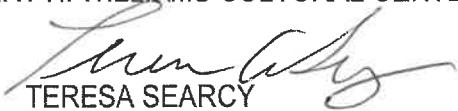
BY: _____
LINDA GORTON, MAYOR

ATTEST:

Clerk of the Urban County
Council

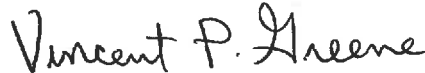
ROBERT H. WILLIAMS CULTURAL CENTER

BY:


TERESA SEARCY

CHAIR, BOARD OF DIRECTORS

AND

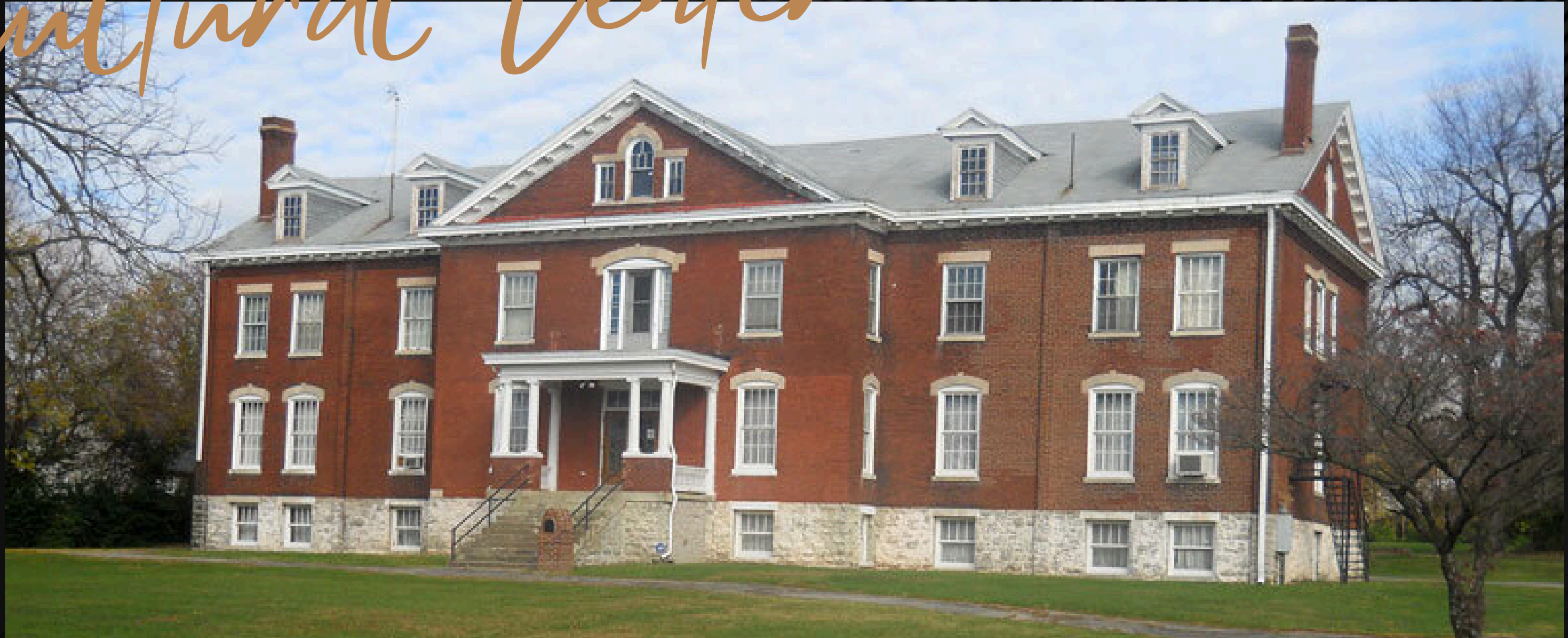


VINCENT GREENE, TREASURER

4913-5967-3088, v. 2

ROBERT H. WILLIAMS

Cultural Center



RICH HISTORY CENTERED AROUND CULTURE SINCE 1988

644 GEORGETOWN ST | LEXINGTON, KY 40508
FOR MORE INFORMATION, CONTACT (859) 255-5066

ROBERT H. WILLIAMS
Cultural Center

2024

LFUCG
Meeting

ROBERT H. WILLIAMS

Cultural Center

Board Members



RHWCC Board Members with Mayor Linda Gorton
RHWCC Day Proclamation 2023



TERESA
SEARCY



DELPHINE
RIDGEWAY



VINCENT
GREENE



TORA
CARTER



PHILLIP
BIBBS



CLEO
JONES



REV.
TURNER

ROBERT H. WILLIAMS

Cultural Center

Mission Statement

The Robert H. Williams Cultural Center is dedicated to promoting cultural awareness, diversity, and inclusion within our community. Our mission is to provide a welcoming space where individuals from all backgrounds can come together to learn, share, and celebrate cultural traditions. We strive to create programming and events that foster cultural exchange and dialogue, as well as promote social justice and equity. Through our commitment to education, outreach, and community engagement, we hope to create a more connected and compassionate world.

Vision Statement

The Robert H. Williams Cultural Center strives to be a welcoming and inclusive space that celebrates diversity and promotes cultural understanding. Our vision is to foster an environment where individuals from all backgrounds feel valued and empowered to share their unique perspectives. We aim to promote cultural awareness through education, art, and community engagement. Our ultimate goal is to create a world where differences are celebrated, and all individuals are respected. By doing so, we hope to inspire positive change and create a more equitable society for all.

Sheena Stroman, Glo-Life Services
Homecoming 2023



ROBERT H. WILLIAMS

Cultural Center



OUR HISTORY

The former **COLORED ORPHAN INDUSTRIAL HOME** is now the **Robert H. Williams Cultural Center**. In 1892, 15 or 16 women, led by Boyle County native, Eliza Bell Mitchell Jackson, formed the Ladies' Home Organization and later opened the home. In 1980, as the number of children served at the orphanage dwindled, the name was changed to Robert H. Williams Center. It became a Cultural Center in 1988 when children were no longer residents.



Mrs. E. Belle Mitchell Jackson

“

“We did not have a dollar to start with but through the mercy of our Heavenly Father and the kind generosity of friends we have succeeded admirable.”





RHWCC Programming



Homecoming
2023



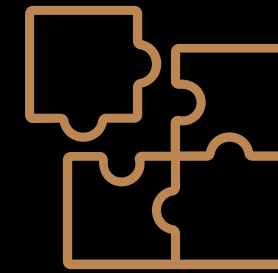
Homecoming
2024
Gala
Book Signing



Lex Read & Play
Library



Sunday Stroll
Through History
& Tours



Facility/Ground
Rentals

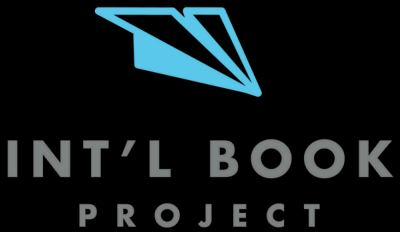


Brick-by-Brick
Capital Fundraising
Campaign



ROBERT H. WILLIAMS

Cultural Center



LEXINGTON LEADERSHIP FOUNDATION
URBAN IMPACT

**Community
Partners**



GUIDE REALTY
"GUIDING YOU HOME"

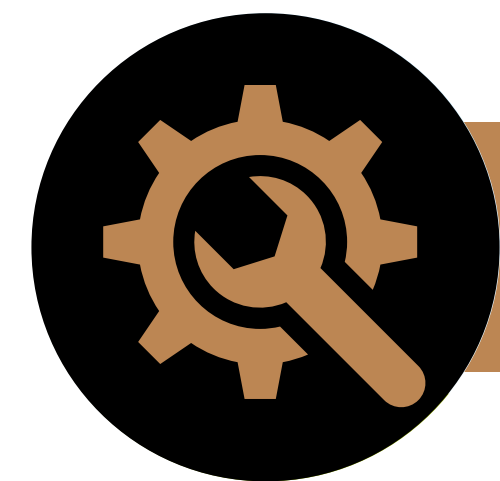


OMEGA PSI PHI
FRATERNITY, INC.

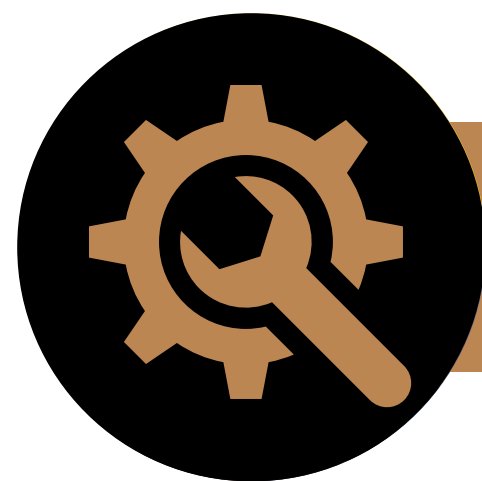




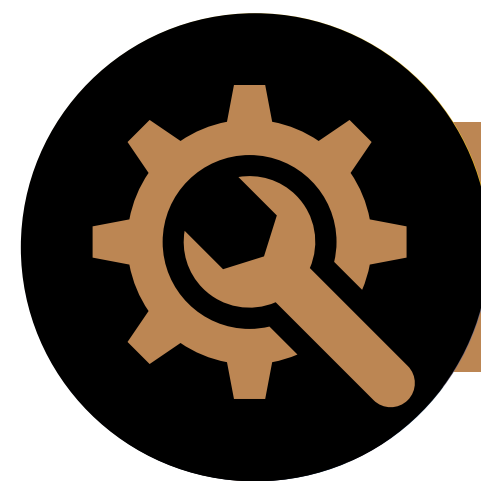
Critical Needs



Roofing
Info & Quote



HVAC
Info & Quote



Guttering
Info & Quote





Asks

- Renew partnership with Lexington Fayette Urban County Government
- Address critical needs
- Fund new redevelopment feasibility study

** LFUCG previously contributed to past study and repairs in the 1990's.*

ROBERT H. WILLIAMS

Cultural Center



Thank You

For further inquiries and
information

644 Georgetown Street, Lexington, KY 40508

(859) 255-5066

rhwclex@gmail.com



@rhwclex

RESOLUTION NO. ____-2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH THE ROBERT H. WILLIAMS CULTURAL CENTER IN ORDER TO PROVIDE \$170,000.00 FOR A FEASIBILITY STUDY AND CAPITAL FACILITY IMPROVEMENTS.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute an Agreement, which is attached hereto and incorporated herein by reference, with the Robert H. Williams Cultural Center, to provide \$170,000.00 for a feasibility study and capital facility improvements.

Section 2 – That an amount, not to exceed \$170,000.00, be and hereby is authorized for payment to the Robert H. Williams Cultural Center from account # 1101-900229-71101, pursuant to the terms of the Agreement.

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

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
1208-24:GET:4934-2519-5264, v. 1

RESOLUTION NO. 608 -2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH THE ROBERT H. WILLIAMS CULTURAL CENTER IN ORDER TO PROVIDE \$170,000.00 FOR A FEASIBILITY STUDY AND CAPITAL FACILITY IMPROVEMENTS.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute an Agreement, which is attached hereto and incorporated herein by reference, with the Robert H. Williams Cultural Center, to provide \$170,000.00 for a feasibility study and capital facility improvements.

Section 2 – That an amount, not to exceed \$170,000.00, be and hereby is authorized for payment to the Robert H. Williams Cultural Center from account # 1101-900229-71101, pursuant to the terms of the Agreement.

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

PASSED URBAN COUNTY COUNCIL: December 3, 2024



MAYOR

ATTEST:



CLERK OF URBAN COUNTY COUNCIL

1208-24:GET:4934-2519-5264, v. 1

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT ("Agreement"), is made and entered into on the 9th day of Dec. 2024 (the "Effective Date"), by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the COMMONWEALTH OF KENTUCKY created pursuant to KRS Chapter 67A ("LFUCG"), 200 East Main Street, Lexington, Kentucky 40507, and the **ROBERT H. WILLIAMS CULTURAL CENTER, INCORPORATED** ("Organization"), a Kentucky non-profit corporation, with offices located at 644 Georgetown Street, Lexington, Ky, 40508 (collectively the "Parties").

WITNESSETH

WHEREAS, Organization is dedicated to promoting cultural awareness, diversity and inclusion; and

WHEREAS, Organization proposes to initiate a full assessment of needed facility improvements and repairs, in order to expand Organization's program offerings for residents of Fayette County, as well as preserve the historical and cultural significance at the site; and

WHEREAS, Organization has demonstrated a need for additional funds to complete this proposal; and

WHEREAS, LFUCG believes that payment of funds to Organization for this proposal fulfills a public purpose.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the receipt and sufficiency of which are acknowledged, the Parties hereby understand and agree as follows:

1. LFUCG shall grant Organization the sum of **One Hundred Seventy Thousand Dollars (\$170,000.00) ("Funds")**, for the purposes of a Site Assessment and Feasibility Study and capital facility improvements, in conformity with the proposal submitted to the Budget, Economic and Finance Committee of the Urban County Council on August 27, 2024 (the "Project"). Organization's Project, as approved by LFUCG, is attached hereto as Exhibit "A" and incorporated by reference as if fully set forth herein.

2. In exchange for LFUCG providing these Funds, Organization agrees as follows: (a) all Funds must be expended for the purposes of completion of the Project and for no other purpose; (b) that Organization shall take steps to ensure that the Project is complete on or before **December 31, 2025** (the "Term"), and that in the event Organization fails to complete the Project on or before said date, LFUCG shall have the right to seek repayment of all of the Funds it has disbursed through any means available at law, in equity, or in bankruptcy; (c) that LFUCG will not be responsible for the maintenance or care of the Project; (d) that Organization shall provide to LFUCG, upon request, sufficient documentation of the appropriate expenditure of the Funds; (e) that Organization shall comply with all applicable procurement laws and regulations in completion of the Project; (f) that Organization shall keep and make available to LFUCG any records related to this Agreement as are necessary to support its performance with the terms of this Agreement, and shall allow LFUCG any necessary access to its records or to the Project site in order to monitor the Organization's performance under this Agreement; and (g) in any written or oral communications, the Organization shall identify LFUCG as the source of the above-referenced Funds, and shall not specifically identify any individual Councilmember(s) as being responsible for the funds donated by LFUCG.

3. Neither party may assign its rights or duties under this Agreement without the prior written consent of the other party.

4. This Agreement does not create a contractual relationship with or right of action in favor of a third party against either Organization or LFUCG.

5. Each party agrees that it shall be responsible for any claims or damages that are based upon its respective performance of this Agreement, or that are based upon the actions or inactions of its respective employees or agents.

6. This Agreement shall remain in effect until Organization has fully complied with the requirements of numerical paragraph 2 above, the Project is complete and the facility is open for use by the general public.

7. In no event shall the Parties be construed, held, or become in any way for any purpose the employee of the other party, or partners, associates or joint ventures in the conduct of their respective endeavors or otherwise.

8. Organization shall provide equal opportunity in employment for all qualified persons, and shall (a) prohibit discrimination in employment because of race, color, creed, national origin, sex, age, sexual orientation, gender identity or handicap; (b) promote equal opportunity through a positive, continuing program of equal employment; and (c) cause any subcontractor or agency receiving funds provided pursuant to this Agreement to do so, with the understanding that this program of

equal employment opportunity shall apply to every aspect of its employment policies and practices. Organization agrees to comply with LFUCG's Fairness Ordinance (Ordinance No. 201-99) and all sources of applicable law, including those specified in any Exhibit attached to this Agreement and incorporated herein by reference.

9. This Agreement shall constitute the entire agreement between the Parties and no representations, inducements, promises or agreements, oral or otherwise, which are not embodied herein, shall be effective for any purpose. This Agreement shall replace any previous agreement between the Parties on the same subject matter.

10. If any term or provision of this Agreement shall be found to be illegal or unenforceable, this Agreement shall remain in full force and such term or provision shall be deemed stricken.

11. This Agreement shall be governed in all respects by the law of the Commonwealth of Kentucky and venue for all actions shall lie in Fayette County, Kentucky.

12. By mutual agreement, the Parties to this Agreement may, from time to time, make written changes to any provision hereof. Organization acknowledges that LFUCG may make such changes only upon approval of its legislative authority, the Lexington-Fayette Urban County Council, and the signature of its Mayor.

13. The waiver by either party of any breach of any provision of this Agreement shall not constitute a waiver or waiver of any subsequent breach by either party of either the same or another provision of this Agreement.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties certify that they have been duly authorized to execute, deliver and perform this Memorandum of Agreement, and have executed this Agreement at Lexington, Kentucky, the day and year first above written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: 
LINDA GORTON, MAYOR

ATTEST:


Clerk of the Urban County
Council

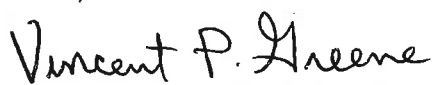
Deputy

ROBERT H. WILLIAMS CULTURAL CENTER

BY:


TERESA SEARCY
CHAIR, BOARD OF DIRECTORS

AND


VINCENT GREENE, TREASURER

4913-5967-3088, v. 2



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 1211-24

File ID: 1211-24

Type: Resolution

Status: Approved

Version: 1

Contract #: 364-2024

In Control: Urban County
Council

File Created: 11/22/2024

File Name: Amendment #1 to KAEE Contract

Final Action: 12/05/2024

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute the First Amendment to the Contract for Services with the Ky. Association for Environmental Education (KAEE), Contract No. 199-2024, for Education and Career Development related to sanitary sewers and sustainability, increasing the Contract amount by \$131,000.00, and raising the total Contract amount to \$648,636.27 per year. [Div. of Environmental Services, Carey]

Notes: Stamped and filed in the CCO. Returned to Jennifer Carey 12/18/2024. MS

Sponsors:

Enactment Date: 12/05/2024

Attachments: bluesheet memo KAEE Contract Amendment 1, First Amendment to Contract for Services w Exhibit 1, RESO 1211-24 Amendment #1 Contract for Services KAEE 4928-1164-8000 v.1.docx, R-637-2024

Enactment Number: R-637-2024

Deed #:

Hearing Date:

Drafter: Jennifer Carey

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	12/03/2024	Approved and Referred to Docket	Urban County Council	12/03/2024		Pass
1	Urban County Council	12/03/2024	Received First Reading	Urban County Council	12/05/2024		
1	Urban County Council	12/05/2024	Approved				Pass

Text of Legislative File 1211-24

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute the First Amendment to the Contract for Services with the Ky. Association for Environmental Education (KAEE), Contract No. 199-2024, for Education and Career Development related

to sanitary sewers and sustainability, increasing the Contract amount by \$131,000.00, and raising the total Contract amount to \$648,636.27 per year. [Div. of Environmental Services, Carey]

Summary

Authorization to execute Amendment #1 to Contract #199-2024 with the Kentucky Association for Environmental Education, increasing the Contract amount by \$131,000 to allow for an additional \$31,000 of education and career development relating to sanitary sewers and an additional \$100,000 related to sustainability. Funds are Budgeted.

(L1211-24) (Carey/Albright)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: {Yes, Completed by Chris Eller, 11/22/24}

Risk Management: {No}

Fully Budgeted [select]: Yes

Account Number:	1101-313201-3095-71299	\$100,000
	4002-313201-3095-71299	\$31,0000

This Fiscal Year Impact: \$131,000.00

Annual Impact:

Project:

Activity:


Budget Reference:

Current Balance: Budgeted



TO: Mayor Linda Gorton
Urban County Council

FROM:


Jennifer M. Carey, P.E., Director
Division of Environmental Services

DATE: November 22, 2024

SUBJECT: Amendment #1 to the Contract with the Kentucky Association for Environmental Education

Request

The purpose of this memorandum is to request Council authorization for the Mayor to execute an amendment to Contract #199-2024 with the Kentucky Association for Environmental Education (KAEE), increasing the contract amount by \$131,000 to allow for an additional \$31,000 of education and career development related to sanitary sewers and an additional \$100,000 of education related to sustainability.

Why are you requesting?

On July 9, 2024, Council approved execution of an agreement (R-395-2024, Contract #199-2024) with KAEE, not to exceed \$517,636.27 annually, for K-12 outreach services related to waste management, sanitary sewers, stormwater, sustainability, and transportation. This amendment will fully fund the Scope of Work described in RFP #37-2024, enabling expanded efforts related to sanitary sewers and sustainability.

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

The additional cost for FY25 is \$131,000. The cost for Fiscal Years 2026 through 2029 is projected to be \$648,636.30 per year.

Are the funds budgeted?

Yes, funds are budgeted and available as follows:

1101-313201-3095-71299	\$100,000
4002-313201-3095-71299	\$ 31,000

File Number: 1211-24

Director / Commissioner: Carey / Albright



**FIRST AMENDMENT TO
CONTRACT FOR SERVICES**

THIS FIRST AMENDMENT TO CONTRACT FOR SERVICES, made and entered into this ____ day of _____, 2024, (the “Effective Date”) by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (“LFUCG”)**, on behalf of its Division of Environmental Services, and the **Kentucky Association for Environmental Education (“KAEE”)** of Elizabethtown, Kentucky, (collectively known as the “Parties”).

RECITALS

WHEREAS, the Parties entered into a Contract approved pursuant to R-395-2024 (the “Contract”) to provide environmental education services;

WHEREAS, the Parties seek to expand sustainability and sanitary sewer education to enhance community awareness, and meet the increasing demand for environmental education services;

WHEREAS, additional sustainability funds will support the promotion of environmental education, field experiences, and incorporation of sustainability into the Teachers’ Environmental Academies;

WHEREAS, additional sanitary sewer funds will support expanded lessons, career-connected curriculum related to sewer systems and infrastructure, and their inclusion in the Teachers’ Environmental Academies;

WHEREAS, the Parties desire to amend the Contract to include additional services and compensation as outlined herein; and

WHEREAS, the Parties hereby agree to amend the above-referenced term and total payment amount in accordance with the terms and conditions of the Amendment.

STATEMENT OF AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree to amend the Contract as follows:

- 1. INCORPORATION OF RECITALS.** The above recitals and referenced exhibits are incorporated herein as part of this Amendment.
- 2. SCOPE OF SERVICES.** In addition to the services required under the original Contract, KAEE shall provide the additional services described in Exhibit 1, attached hereto and incorporated herein by reference. These additional services include:
 - a. Expanded Environmental Education Services.** KAEE will support and promote the city’s sustainability efforts while meeting academic standards, promote career

connections, and integrate them into the Teachers' Environmental Academies. Funds will cover educator time, transportation, supplies, and field experience expenses.

3. **COMPENSATION.** For the additional services described in Exhibit 1, LFUCG agrees to pay KAEE an additional amount of **One Hundred Thirty-One Thousand Dollars (\$131,000.00)**.
4. **EFFECT.** All other provisions of the Contract, which are not inconsistent with the provisions of this Amendment shall remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties certify that they have been duly authorized to execute, deliver, and perform this Amendment, and have executed the same as of the Effective Date written above.

ATTEST:

**LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT**

By: _____
Council Clerk

By: _____
Linda Gorton, Mayor

ATTEST:

**KENTUCKY ASSOCIATION FOR
ENVIRONMENTAL EDUCATION**

By: _____

By: _____

Its: _____

Exhibit 1

Amendment to the Environmental Education Services Scope of Work

Agreement with Kentucky Association for Environmental Education - Resolution R-395-2024

Additional Sustainability Funds

The addition of the \$100,000 in sustainability funds will enable the education team to actively promote the related units of study for each of the grade bands (K-1, 2-3, 4-5, middle school, and high school). The current amount of less than \$35,000 was only sufficient to continue to pilot these units with teachers who were already aware of their existence and requested them. These lessons support and promote the city's sustainability efforts while meeting academic standards. The funds support educator time and transportation, along with lesson supplies and expenses related to culminating field experiences (e.g., buses, substitute teachers, etc.).

This funding will also support the incorporation of sustainability into the Teachers' Environmental Academies.

Expansion of Sanitary Sewer Funds

The additional sanitary sewer funds will enable the education team to meet the full demand for related lessons. These lessons have become increasingly popular after the revisions of the units of study, which include career connections. The Teachers' Environmental Academies also cover sanitary sewers as a key topic.

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE THE FIRST AMENDMENT TO THE CONTRACT FOR SERVICES WITH THE KENTUCKY ASSOCIATION FOR ENVIRONMENTAL EDUCATION (KAEE), CONTRACT NO. 199-2024, FOR EDUCATION AND CAREER DEVELOPMENT RELATED TO SANITARY SEWERS AND SUSTAINABILITY, INCREASING THE CONTRACT AMOUNT BY \$131,000.00, AND RAISING THE TOTAL CONTRACT AMOUNT TO \$648,636.27 PER YEAR.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute the First Amendment to the Contract for Services with the Kentucky Association for Environmental Education, which is attached hereto and incorporated herein by reference, Contract No. 199-2024, for education and career development related to sanitary sewers and sustainability, increasing the contract amount by \$131,000.00, and raising the total contract amount to \$648,636.27.

Section 2 – That an amount, not to exceed the sum of \$131,000.00 be and hereby is approved for payment to the Kentucky Association for Environmental Education from account # 1101-313201-71299 (\$100,000.00), and account # 4002-313201-71299 (\$31,000.00), pursuant to the terms of the First Amendment to the Contract for Services.

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

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
1211-24:CWE:4928-1164-8000, v. 1

RESOLUTION NO. 637 - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE THE FIRST AMENDMENT TO THE CONTRACT FOR SERVICES WITH THE KENTUCKY ASSOCIATION FOR ENVIRONMENTAL EDUCATION (KAEE), CONTRACT NO. 199-2024, FOR EDUCATION AND CAREER DEVELOPMENT RELATED TO SANITARY SEWERS AND SUSTAINABILITY, INCREASING THE CONTRACT AMOUNT BY \$131,000.00, AND RAISING THE TOTAL CONTRACT AMOUNT TO \$648,636.27 PER YEAR.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute the First Amendment to the Contract for Services with the Kentucky Association for Environmental Education, which is attached hereto and incorporated herein by reference, Contract No. 199-2024, for education and career development related to sanitary sewers and sustainability, increasing the contract amount by \$131,000.00, and raising the total contract amount to \$648,636.27.

Section 2 – That an amount, not to exceed the sum of \$131,000.00 be and hereby is approved for payment to the Kentucky Association for Environmental Education from account # 1101-313201-71299 (\$100,000.00), and account # 4002-313201-71299 (\$31,000.00), pursuant to the terms of the First Amendment to the Contract for Services.

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

PASSED URBAN COUNTY COUNCIL: December 5, 2024

Linda Gorton

MAYOR

ATTEST:

[Signature]

CLERK OF URBAN COUNTY COUNCIL

1211-24:CWE:4928-1164-8000, v. 1



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 1212-24

File ID: 1212-24

Type: Ordinance

Status: Approved

Version: 1

Contract #:

In Control: Urban County
Council

File Created: 11/22/2024

File Name: 25-0001e- Amendment to Authorized Strength- FY25

Final Action: 12/05/2024

Title: An Ordinance amending the civil service authorized strength by creating one (1) classified position of Engineering Technician Principal, Grade 519N, in the Div. of Water Quality, and creating one (1) classified position of Program Manager Sr., Grade 525E, in the Div. of Environmental Services, all effective July 1, 2024. [Div. of Human Resources, George]

Notes:

Sponsors:

Enactment Date: 12/05/2024

Attachments: Bluesheet Memo 25-0001e, From to 25.0001e, ORD
1212-24 Create Engineering Tech Principal and
Program Manager Sr 4897-7154-3296 v.1.docx,
O-141-2024

Enactment Number: O-141-2024

Deed #:

Hearing Date:

Drafter: Alana Morton

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	12/03/2024	Approved and Referred to Docket	Urban County Council	12/03/2024		Pass
1	Urban County Council	12/03/2024	Received First Reading	Urban County Council	12/05/2024		
1	Urban County Council	12/05/2024	Approved				Pass

Text of Legislative File 1212-24

Title

An Ordinance amending the civil service authorized strength by creating one (1) classified position of Engineering Technician Principal, Grade 519N, in the Div. of Water Quality, and creating one (1) classified position of Program Manager Sr., Grade 525E, in the Div. of Environmental Services, all effective July 1, 2024. [Div. of Human Resources, George]

Summary

Authorization to amend the civil service authorized strength by creating one (1) Classified Civil Service Position of Engineering Technician Principal (Grade 519N) in the Division of Water Quality and creating one (1) Classified Civil Service Position of Program Manager Sr. (Grade 525E) in the Division of Environmental Services, all effective July 1, 2024, as approved in the FY 2025 Budget. (L1212-24) (George/Hamilton)

Budgetary Implications [select]: Yes/NO

Advance Document Review:

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

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

Fully Budgeted [select]: Yes/No/Partial

Account Number:

This Fiscal Year Impact: \$

Annual Impact: \$

Project:

Activity:

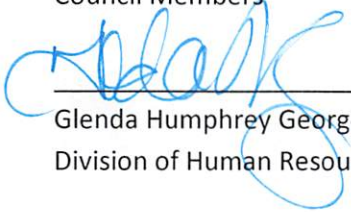
Budget Reference:

Current Balance:



M E M O R A N D U M

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

FROM: 
Glenda Humphrey George, Director
Division of Human Resources

DATE: November 20, 2024

RE: Amendment to Authorized Strength - FY 2025 Budget

The attached action amends the classified civil service authorized strength by creating positions approved in the FY 2025 budget process within the Lexington-Fayette Urban County Government.

The request includes the following to be effective July 1, 2024:

- In the classified civil service authorized strength:
 - Create one (1) classified civil service position of Engineering Technician Principal (Grade 519N) in the Division of Water Quality;
 - Create one (1) classified civil service position of Program Manager Sr. (Grade 525E) in the Division of Environmental Services.

The fiscal impact for these positions will be budget-neutral.

File Number: 1212.24

Director/Commissioner: Glenda Humphrey George/Sally Hamilton

If you have questions or need additional information, please contact Alana Morton 859-258-3037.



Lexington-Fayette Urban County Government

Changes in Authorized Positions

Date: 11/20/24

Classified Civil Service

Changes From:

Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Salary
<u>Division of Water Quality (340)</u>				Engineering Technician Principal	-----	-----	-----
340.056	4	425	519N				
<u>Division of Environmental Services (390)</u>				Program Manager Sr.	-----	-----	-----
390.011	5	443	525E				

Changes To:

Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Salary
<u>Division of Water Quality (340)</u>				Engineering Technician Principal	-----	-----	-----
340.056	5	425	519N				
<u>Division of Environmental Services (390)</u>				Program Manager Sr.	-----	-----	-----
390.011	6	443	525E				

ORDINANCE NO. _____ - 2024

AN ORDINANCE AMENDING THE CIVIL SERVICE AUTHORIZED STRENGTH BY CREATING ONE (1) CLASSIFIED POSITION OF ENGINEERING TECHNICIAN PRINCIPAL, GRADE 519N, IN THE DIVISION OF WATER QUALITY, AND CREATING ONE (1) CLASSIFIED POSITION OF PROGRAM MANAGER SR., GRADE 525E, IN THE DIVISION OF ENVIRONMENTAL SERVICES, ALL EFFECTIVE JULY 1, 2024.

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

Section 1 – That the following subsection line numbers in the classified civil service authorized strength be and hereby are amended to read as follows:

340.056	5	425	519N	Engineering Technician Principal
390.011	6	443	525E	Program Manager Sr.

Section 2 – That this Ordinance shall become effective July 1, 2024.

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
PUBLISHED:

1212-24:GET:4897-7154-3296, v. 1

ORDINANCE NO. 141 - 2024

AN ORDINANCE AMENDING THE CIVIL SERVICE AUTHORIZED STRENGTH BY CREATING ONE (1) CLASSIFIED POSITION OF ENGINEERING TECHNICIAN PRINCIPAL, GRADE 519N, IN THE DIVISION OF WATER QUALITY, AND CREATING ONE (1) CLASSIFIED POSITION OF PROGRAM MANAGER SR., GRADE 525E, IN THE DIVISION OF ENVIRONMENTAL SERVICES, ALL EFFECTIVE JULY 1, 2024.

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

Section 1 – That the following subsection line numbers in the classified civil service authorized strength be and hereby are amended to read as follows:

340.056	5	425	519N	Engineering Technician Principal
390.011	6	443	525E	Program Manager Sr.

Section 2 – That this Ordinance shall become effective July 1, 2024.

PASSED URBAN COUNTY COUNCIL: December 05, 2024

Linda Gorton

MAYOR

ATTEST:

[Signature]

CLERK OF URBAN COUNTY COUNCIL

PUBLISHED: December 13, 2024-1t

1212-24:GET:4897-7154-3296, v. 1



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 1213-24

File ID: 1213-24

Type: Ordinance

Status: Approved

Version: 2

Contract #:

In Control: Urban County
Council

File Created: 11/22/2024

File Name: 25-0026 - Abolish/Create Positions- Planning

Final Action: 12/05/2024

Title: An Ordinance amending the civil service authorized strength by abolishing one (1) classified position of Planner, Grade 519N, and creating one (1) classified position of Digital Content Administrator, Grade 521E, all in the Div. of Planning, effective upon passage of Council. [Div. of Human Resources, George]

Notes:

Sponsors:

Enactment Date: 12/05/2024

Attachments: Bluesheet Memo 25-0026, From to 25-0026, HR
Fiscal Impact- 25-0026, ORD 1213-24 Create
Content Administrator Abolish Creator
4924-3695-8208 v.1.docx, O-142-2024

Enactment Number: O-142-2024

Deed #:

Hearing Date:

Drafter: Alana Morton

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	Urban County Council Work Session	12/03/2024	Approved and Referred to Docket	Urban County Council	12/03/2024		Pass
2	Urban County Council	12/03/2024	Received First Reading	Urban County Council	12/05/2024		
2	Urban County Council	12/05/2024	Approved				Pass

Text of Legislative File 1213-24

Title

An Ordinance amending the civil service authorized strength by abolishing one (1) classified position of Planner, Grade 519N, and creating one (1) classified position of Digital Content Administrator, Grade 521E, all in the Div. of Planning, effective upon passage of Council. [Div. of Human Resources, George]

Summary

Authorization to abolish one (1) classified position of Planner (Grade 519N) and create one

(1) classified position of Digital Content Administrator (Grade 521E) in the Division of Planning, effective upon passage of Council. This has a 12-month future impact of \$7,576.36. (L1213-24) (George/Hamilton)

Budgetary Implications [select]: Yes

Advance Document Review:

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

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

Fully Budgeted [select]: No

Account Number:

This Fiscal Year Impact: \$7,576.36

Annual Impact: \$

Project:

Activity:


Budget Reference:

Current Balance:



MEMORANDUM

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

FROM: 
 Glenda Humphrey George, Director
 Division of Human Resources

DATE: November 20, 2024

SUBJECT: Abolish/Create positions - Division of Planning

Request:

The attached action is requesting to abolish one (1) classified position of Planner (Grade 519N) and create one (1) classified position of Digital Content Administrator (Grade 521E) in the Division of Planning, effective upon passage of Council.

Why are you requesting:

This position is needed because of the demand for education and outreach to ensure the public and elected officials understand the work of the Metropolitan Planning Organization (Vision Zero).

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

This has a 12-month future impact cost of \$7,576.36.

Position Title	Annual Salary Before	Annual Salary After	Annual Increase/Decrease
Planner	\$58,000.80	\$0	(\$58,000.80)
Digital Content Administrator	\$0	\$63,947.52	\$63,947.52
Total Annual Impact/ Salary and Benefits \$7,576.36			



File Number: 1213.24

Director/Commissioner: Glenda Humphrey George/Sally Hamilton

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



Lexington-Fayette Urban County Government

Changes in Authorized Positions

Date: 11/19/24

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 Planning (850)</u>									<u>Division of Planning (850)</u>							
850.060	4	403	519N	Planner	----	----	----		850.060	3	403	519N	Planner	----	----	----
850.090	1	373	521E	Digital Content Administrator	----	----	----		850.090	2	373	521E	Digital Content Administrator	----	----	----

Bluesheet 25-0026

Division of Planning

Description		1 or -1	Hour Rate	63122 Base Comp	63511 Benefits Cost	63615 Other Fringe	63621 6.20% FICA	63622 0.044% Unemp	63624 1.45% Medicare	Employee Total Cost
					19.71% Pension					
Planner (Grade 519N)	Abolish	-1.00	27.885	(\$58,000.80)	(\$11,431.96)	(\$5,528.88)	(\$3,860.72)	(\$25.52)	(\$902.91)	(\$79,750.79)
Digital Content Administrator (Grade 521E)	Create	1.00	30.744	\$63,947.52	\$12,604.06	\$5,528.88	\$4,229.42	\$28.14	\$989.14	\$87,327.15
Pay Periods				\$5,946.72	\$1,172.10	\$0.00	\$368.70	\$2.62	\$86.23	\$7,576.36

Annual Cost: \$7,576.36

Taxable Fringe	\$4,268.88
Total Fringe	\$5,528.88

ORDINANCE NO. _____ - 2024

AN ORDINANCE AMENDING THE CIVIL SERVICE AUTHORIZED STRENGTH BY ABOLISHING ONE (1) CLASSIFIED POSITION OF PLANNER, GRADE 519N, AND CREATING ONE (1) CLASSIFIED POSITION OF DIGITAL CONTENT ADMINISTRATOR, GRADE 521E, ALL IN THE DIVISION OF PLANNING, EFFECTIVE UPON PASSAGE OF COUNCIL.

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

Section 1 – That the following subsection line numbers in the classified civil service authorized strength be and hereby are amended to read as follows:

850.060	3	403	519N	Planner
850.090	2	373	521E	Digital Content Administrator

Section 2 – That this Ordinance shall become effective following passage of Council.

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
PUBLISHED:
1213-24:GET:4924-3695-8208, v. 1

ORDINANCE NO. 142 - 2024

AN ORDINANCE AMENDING THE CIVIL SERVICE AUTHORIZED STRENGTH BY ABOLISHING ONE (1) CLASSIFIED POSITION OF PLANNER, GRADE 519N, AND CREATING ONE (1) CLASSIFIED POSITION OF DIGITAL CONTENT ADMINISTRATOR, GRADE 521E, ALL IN THE DIVISION OF PLANNING, EFFECTIVE UPON PASSAGE OF COUNCIL.

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

Section 1 – That the following subsection line numbers in the classified civil service authorized strength be and hereby are amended to read as follows:

850.060	3	403	519N	Planner
850.090	2	373	521E	Digital Content Administrator

Section 2 – That this Ordinance shall become effective following passage of Council.

PASSED URBAN COUNTY COUNCIL: December 5, 2024



MAYOR

ATTEST:



CLERK OF URBAN COUNTY COUNCIL

PUBLISHED: December 13, 2024-1t
1213-24:GET:4924-3695-8208, v. 1



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 1214-24

File ID: 1214-24

Type: Ordinance

Status: Approved

Version: 1

Contract #:

In Control: Urban County
Council

File Created: 11/22/2024

File Name: 25-0029 Abolish/Create - Environmental Services

Final Action: 12/05/2024

Title: An Ordinance amending the civil service authorized strength by creating one (1) classified position of Project Manager, Grade 520N, in the Dept. of Environmental Services, effective upon passage of Council. [Div. of Human Resources, George]

Notes:

Sponsors:

Enactment Date: 12/05/2024

Attachments: Bluesheet Memo 25-0029, From to 25-0029, HR
Fiscal Impact- 25-0029, ORD 1214-24 Create
Program Manager 4919-2721-8944 v.1.docx,
O-143-2024

Enactment Number: O-143-2024

Deed #:

Hearing Date:

Drafter: Alana Morton

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	12/03/2024	Approved and Referred to Docket	Urban County Council	12/03/2024		Pass
1	Urban County Council	12/03/2024	Received First Reading	Urban County Council	12/05/2024		
1	Urban County Council	12/05/2024	Approved				Pass

Text of Legislative File 1214-24

Title

An Ordinance amending the civil service authorized strength by creating one (1) classified position of Project Manager, Grade 520N, in the Dept. of Environmental Services, effective upon passage of Council. [Div. of Human Resources, George]

Summary

Authorization to create one (1) classified position of Project Manager (Grade 520N) in the

Division of Environmental Services, effective upon passage of Council. This has a 12-month
\$83,444.89 Funds are Budgeted. (L1214-24) (George/Hamilton)

Budgetary Implications [select]: Yes

Advance Document Review:

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

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

Fully Budgeted [select]: No

Account Number:

This Fiscal Year Impact: \$83,444.89

Annual Impact: \$

Project:

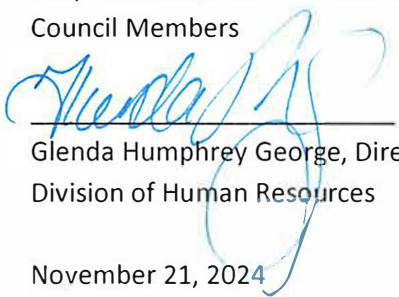
Activity:

Budget Reference:

Current Balance:



MEMORANDUM

TO: Linda Gorton, Mayor
 Sally Hamilton, Chief Administrative Officer
 Council Members
FROM: 
 Glenda Humphrey George, Director
 Division of Human Resources
DATE: November 21, 2024
SUBJECT: Create position - Division of Environmental Services

Request:

The attached action is requesting to create one (1) classified position of Project Manager (Grade 520N) in the Division of Environmental Services, effective upon passage of Council.

Why are you requesting:

The Division of Environmental Services requests this position to convert one part-time position into a full-time civil service position. Although the Laborer II position is considered part-time, the employee in this position typically works 40 or more hours per week.

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

This has a 12-month future impact cost of \$83,444.89.

Position Title	Annual Salary Before	Annual Salary After	Annual Increase/Decrease
Project Manager	\$0	\$60,900.32	\$60,900.32
Total Annual Impact/ Salary and Benefits \$83,444.89			

File Number: 1214.24

Director/Commissioner: Glenda Humphrey George/Sally Hamilton

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



Lexington-Fayette Urban County Government

Changes in Authorized Positions

Date: 11/20/24

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 Environmental Services (390)</u>									<u>Division of Environmental Services (390)</u>							
-----	-----	-----	-----	-----	-----	-----	-----		390.029	1	697	520N	Project Manager	-----	-----	-----

Bluesheet 25-0029

Division of Environmental Services

				63511	63615	63621	63622	63624	Employee Total Cost	
				Benefits Cost						
Description	1 or -1	Hour Rate	63122	19.71%	Other	6.20%	0.044%	1.45%		
			Base Comp	Pension	Fringe	FICA	Unemp	Medicare		
Project Manager (Grade 520N)	Create	1.00	29.279	\$60,900.32	\$12,003.45	\$5,528.88	\$4,040.49	\$26.80	\$944.95	\$83,444.89
Pay Periods				\$60,900.32	\$12,003.45	\$5,528.88	\$4,040.49	\$26.80	\$944.95	\$83,444.89
Annual Cost:								\$83,444.89		
				Taxable Fringe		\$4,268.88				
				Total Fringe		\$5,528.88				

ORDINANCE NO. _____ - 2024

AN ORDINANCE AMENDING THE CIVIL SERVICE AUTHORIZED STRENGTH BY CREATING ONE (1) CLASSIFIED POSITION OF PROJECT MANAGER, GRADE 520N, IN THE DEPARTMENT OF ENVIRONMENTAL SERVICES, EFFECTIVE UPON PASSAGE OF COUNCIL.

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

Section 1 – That the following subsection line number in the classified civil service authorized strength be and hereby is created to read as follows:

390.029 1 697 520N Project Manager

Section 2 – That this Ordinance shall become effective following passage of Council.

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
PUBLISHED:
1214-24:GET:4919-2721-8944, v. 1

ORDINANCE NO. 143 - 2024

AN ORDINANCE AMENDING THE CIVIL SERVICE AUTHORIZED STRENGTH BY CREATING ONE (1) CLASSIFIED POSITION OF PROJECT MANAGER, GRADE 520N, IN THE DEPARTMENT OF ENVIRONMENTAL SERVICES, EFFECTIVE UPON PASSAGE OF COUNCIL.

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

Section 1 – That the following subsection line number in the classified civil service authorized strength be and hereby is created to read as follows:

390.029 1 697 520N Project Manager

Section 2 – That this Ordinance shall become effective following passage of Council.

PASSED URBAN COUNTY COUNCIL: December 5, 2024

Linda Gorton

MAYOR

ATTEST:

[Signature]

CLERK OF URBAN COUNTY COUNCIL

PUBLISHED: December 13, 2024-1t

1214-24:GET:4919-2721-8944, v. 1



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 1215-24

File ID: 1215-24

Type: Resolution

Status: Approved

Version: 1

Contract #: 344-2024

In Control: Urban County
Council

File Created: 11/22/2024

File Name: New Life Day Center PSA

Final Action: 12/05/2024

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute the Purchase of Service Agreement with New Life Day Center, Inc., to replace and supersede the PSA approved pursuant to R-649-2022, for Litter Pickup with Panhandler Participation, for the Div. of Environmental Services, at a cost not to exceed \$150,000 per year. [Div. of Environmental Services, Carey]

Notes: In office 11/26/2024. MS

Missing OG witness 12/6/2024. MS

Stamped and filed in the CCO. REturned to Jennifer Carey 12/9/2024. MS

Sponsors:

Enactment Date: 12/05/2024

Attachments: bluesheet memo New Life Day Center new PSA,
PSA - LFUCG New Life 2024 final signed, RESO
1215-24 New Life Litter Pickup Service
4898-7570-0736 v.1.docx, R-638-2024, Contract
#344-2024

Enactment Number: R-638-2024

Deed #:

Hearing Date:

Drafter: Jennifer Carey

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	12/03/2024	Approved and Referred to Docket	Urban County Council	12/03/2024		Pass
1	Urban County Council	12/03/2024	Received First Reading	Urban County Council	12/05/2024		
1	Urban County Council	12/05/2024	Approved				Pass

Text of Legislative File 1215-24

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute

the Purchase of Service Agreement with New Life Day Center, Inc., to replace and supersede the PSA approved pursuant to R-649-2022, for Litter Pickup with Panhandler Participation, for the Div. of Environmental Services, at a cost not to exceed \$150,000 per year. [Div. of Environmental Services, Carey]

Summary

Authorization to execute a Purchase of Service Agreement (PSA), to replace and supersede the PSA approved pursuant to R-649-2022, with New Life Day Center, Inc., to perform Litter Pickup Service with Panhandler Participation at a cost of \$150,000.00 per year. Funds are Budgeted. (L1215-24) (Carey/Albright)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: {Yes, Completed by Chris Eller, 11/22/24}

Risk Management: {No}

Fully Budgeted [select]: Yes

Account Number: 4051-313201-3091-76101

This Fiscal Year Impact: \$150,000.00

Annual Impact:

Project:


Activity:

Budget Reference:

Current Balance: \$150,000.00



TO: Mayor Linda Gorton
Urban County Council

FROM: 
Jennifer M. Carey, P.E., Director
Division of Environmental Services

DATE: November 22, 2024

SUBJECT: Request authorization to execute an agreement with New Life Day Center, Inc., for litter pickup service with panhandler participation

Request

The purpose of this memorandum is to request Council authorization for the Mayor to execute a Purchase of Service Agreement (PSA), to replace and supersede the PSA approved pursuant to R-649-2022, with New Life Day Center, Inc., to perform Litter Pickup Service with Panhandler Participation at a cost of \$150,000.00 per year.

Why are you requesting?

This PSA incorporates the transfer of a 2006 Ford E350 Van which is no longer needed by LFUCG to the New Life Day Center for continuation of the litter pickup services provided by their clients. In exchange for the transfer of the van, New Life Day Center will perform additional litter pickup services as needed by LFUCG for the 250Lex Celebration and its related events during calendar year 2025.

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

The cost for FY25 is \$150,000. The cost for FY26 - FY28 is projected to be \$150,000 per year.

Are the funds budgeted?

Yes, funds are budgeted and available in 4051-313201-3091-76101.

File Number: 1215-24

Director / Commissioner: Carey / Albright



PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT, made and entered into on the ____ day of ____ 2024, by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an urban county government of the COMMONWEALTH OF KENTUCKY created pursuant to KRS Chapter 67A ("LFUCG"), 200 East Main Street, Lexington, Kentucky 40507, and NEW LIFE DAY CENTER, INC. a Kentucky corporation, ("Organization") with offices located at 224 North Martin Luther King Boulevard, Lexington, Kentucky 40507.

WITNESSETH

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

1. EFFECTIVE DATE; TERM. This Agreement shall commence on December 6, 2024, and shall last for a period of two year(s) unless terminated by LFUCG at an earlier time. This agreement supersedes and replaces the prior Purchase of Service Agreement between the parties, approved pursuant to R-649-2022, and incorporates new terms. Following the initial two-year agreement, the agreement may be extended for two additional one-year renewals.

2. RELATED DOCUMENTS. This Agreement shall consist of the terms herein, which are consistent with and in continuation of services described in RFP #50-2022 and the Proposal Response to RFP #50-2022, as well as the following additional documents, which are attached hereto as exhibits and incorporated herein by reference as if fully stated:

a. Exhibit "A" – Certificate of Insurance

To the extent that there is any conflict between or among any of these documents, the terms and provisions of this Agreement shall prevail, followed by terms and provisions of Exhibit "A," in that order.

3. SCOPE OF SERVICES. Organization shall perform the services outlined and described in RFP #50-2022 – Scope of Work for LFUCG in a timely, workmanlike, and professional manner (the "Services"). In addition, Organization shall perform services as needed by LFUCG for the 250Lex Celebration and its related events. The specific nature, scope, and timing of these additional services shall be determined based on LFUCG's needs for the 250Lex Celebration and as mutually agreed upon by both parties. All services performed for the 250Lex Celebration and its events shall be executed in compliance with LFUCG's established standards and guidelines.

4. PAYMENT. LFUCG shall pay Organization a total amount not to exceed one hundred fifty thousand dollars (\$150,000) per year and one van (VIN #1FBNE31L86DA19029) for the performance of the Services. Payments shall be made monthly for expenditures Organization actually incurred, only after receipt of monthly invoices and associated reports. The funds are limited to the services provided herein and may not be spent by Organization for any other purpose without the prior written consent of LFUCG. Absent any additional written agreement stating otherwise any travel or other expenses are included in the above payment.

a. LFUCG shall make payment under this Agreement upon timely submission of an invoice(s) from Organization specifying that the Services have been performed, accompanied by data satisfactory to LFUCG to document entitlement to payment for the Services performed to date. LFUCG shall have thirty (30) days from the date of receipt of the invoice to pay the invoice amount. LFUCG reserves the right to refuse payment if it is determined by LFUCG that the Services performed or materials provided for the Services are inadequate or defective.

b. LFUCG also reserves the right to reject any invoice submitted for services more than sixty (60) days after the services were rendered.

c. Upon execution of this Agreement, LFUCG shall transfer possession of one van (VIN #1FBNE31L86DA19029) to Organization for its exclusive use in performing the Services under this Agreement. Title to the van shall be transferred to Organization, and Organization shall comply with all applicable terms in this Agreement regarding the use and maintenance of the van.

d. LFUCG reserves the right to reclaim the van provided to Organization under this Agreement if the Organization discontinues or fails to perform the agreed-upon services. In the event of such discontinuation or failure to perform, Organization shall return the van to LFUCG within thirty (30) days of receiving written notice from LFUCG. The van shall be returned in substantially the same condition as when it was provided with normal wear and tear excepted. LFUCG retains the right to pursue any additional remedies as provided by this Agreement or applicable law.

5. TERMINATION. LFUCG, through the Mayor or the Mayor's designee, may terminate this Agreement for any reason whatsoever by providing Organization with at least thirty (30) days advance written notice. Organization shall be entitled for payment of all work performed up to that period of time, calculated on a reasonable basis.

a. In the event of a termination based upon a material condition of non-performance or default by Organization, LFUCG shall provide Organization advance written notice and a reasonable period of time to cure the breach.

b. Organization may only terminate this Agreement based upon LFUCG's failure to timely pay for properly invoiced and accepted work. Organization shall provide LFUCG with at least thirty (30) days advance written notice and an opportunity to cure prior to termination.

c. Organization acknowledges that LFUCG is a governmental entity, and that the validity of this Agreement is based upon the availability of appropriated funding. In the event that such funding is not appropriated in a future fiscal year, LFUCG's obligations under this Agreement shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Organization. LFUCG shall exercise any application of this provision in good faith.

6. REPORTING. Organization shall provide LFUCG with timely reports and updates related to the provisions of the Services in the form and manner reasonably specified by LFUCG.

7. REGISTRATION; COMPLIANCE; AUTHORITY TO SIGN. Organization shall be lawfully registered or authorized to do business in the Commonwealth of Kentucky and Lexington-Fayette County and shall at all times comply with any and all applicable federal, state, and local laws, ordinances, and regulations. LFUCG may request proof that Organization has timely filed federal, state, or local tax forms which shall be provided by Organization on a timely basis. The person signing this Agreement on behalf of Organization is fully authorized to do so.

8. INSURANCE; INDEMNITY.

a. At all times relevant to the performance of this Agreement, Organization shall maintain insurance coverages in at least the following amounts, which shall be properly filed and approved by the Kentucky Department of Insurance. Evidence of such coverage shall be made available to LFUCG upon request. General Liability (\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit); Commercial Automobile Liability (combined single, \$1 million per occurrence); (if applicable) Professional Liability (\$1 million per occurrence, \$2 million aggregate); Worker's Compensation (Statutory); and Employer's Liability (\$1 million).

b. Organization shall indemnify, defend and hold harmless LFUCG and its elected and appointed officials, employees, agents, volunteers, and successors in interest, from and against any and all liability, damages, and losses, including but not limited to: demands,

claims, liens, suits, notices of violation from governmental agencies, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by Organization's performance of, or breach of this Agreement and/or the provision of goods or services, provided that (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of Organization or its officials, employees, or agents; and (b) not caused solely by willful misconduct of LFUCG.

c. Organization understands and agrees that its obligation to defend LFUCG includes the obligation to investigate, handle, respond to, resist, provide a defense for, and defend claims, at Organization's expense, using attorneys approved in writing by the LFUCG, which approval shall not be unreasonably withheld.

d. Organization further understands and agrees that its obligation to indemnify includes, but is not limited to: attorney fees and expenses, costs of litigation, court and administrative costs, expert witness fees and expenses, 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 Organization and LFUCG, and damage to, or destruction of, any property, including the property of LFUCG.

e. This provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this Agreement.

f. Organization understands that LFUCG is a political subdivision of the Commonwealth of Kentucky and acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the Organization in any manner.

9. RECORDS. Organization shall keep and make available to LFUCG any records related to this Agreement as are necessary to support its performance of the services for a period of at least five (5) years following the expiration or termination of this Agreement, or as otherwise required depending upon the source of funds. Books of accounts shall be kept by Organization and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of Organization related to this Agreement and shall be made available to LFUCG upon request.

a. LFUCG shall be the owner of all final documents, data, studies, plans, reports, and information prepared by Organization under this Agreement.

b. Organization understands and agrees that this Agreement and any related documents may be subject to disclosure under the Kentucky Open Records Act and will comply with any reasonable request by LFUCG to provide assistance with such a request.

10. ACCESS. Organization shall allow LFUCG any necessary reasonable access to monitor its performance under this Agreement.

11. CONTRACTUAL RELATIONSHIP ONLY. In no event shall the parties be construed, held or become in any way for any purpose the employee of the other party, or partners, associates or joint ventures in the conduct of their respective endeavors or otherwise.

12. EQUAL OPPORTUNITY; FAIRNESS ORDINANCE. Organization shall provide equal opportunity in employment for all qualified persons, and shall (a) prohibit discrimination in employment because of race, color, creed, national origin, sex, age, sexual orientation, gender identity, or handicap, (b) promote equal employment through a positive, continuing program of equal employment, and (c) cause any subcontractor or agency receiving funds provided pursuant to this Agreement to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices. Organization agrees to comply with LFUCG's Fairness Ordinance (Ordinance No. 201-99) and all sources of applicable law, including those specified in any Exhibit attached to this Agreement and incorporated herein by reference.

13. SEXUAL HARASSMENT. Organization must adopt or have adopted a written sexual harassment policy, which shall, at a minimum, contain a statement of current law; a list of prohibited behaviors; a complaint process; and a procedure which provides for a confidential investigation of all complaints. The policy shall be given to all employees and clients and shall be posted at all locations where Organization conducts business. The policy shall be made available to LFUCG upon request.

14. AUDIT. Organization agrees that all revenue and expenditures related to this Agreement shall be clearly documented and reported to LFUCG annually. Government shall have free and complete access to the books, papers and affairs of the Organization, that relate to the performance of this Agreement, at all reasonable times. Should LFUCG determine that an audit should be performed of the revenue and expenditures under this Agreement, Organization shall retain a CPA to perform such audit.

15. INVESTMENT. Any investment of the funds received pursuant to this Agreement must fully comply with any restrictions imposed by law.

16. NO ASSIGNMENT. Organization may not assign any of its rights and duties under this Agreement without the prior written consent of LFUCG.

17. NO THIRD PARTY RIGHTS. This Agreement does not create a contractual relationship with or right of action in favor of a third party against either Organization or LFUCG.

18. KENTUCKY LAW AND VENUE. This Agreement shall be governed in all respects by the laws of the Commonwealth of Kentucky and venue for all actions shall lie in the Circuit Court of Fayette County, Kentucky.

19. AMENDMENTS. By mutual agreement, the parties to this Agreement may, from time to time, make written changes to any provision hereof. Organization acknowledges that LFUCG may make such changes only upon approval of its legislative authority, the Lexington-Fayette Urban County Council, and the signature of its Mayor.

20. NOTICE. Any written notice required by the Agreement shall be delivered by certified mail, return receipt requested, to the following:

For Organization:

New Life Day Center, Inc.
224 N Martin Luther King Blvd
Lexington, Kentucky 40507
Attn: Jennie Zamora, Executive Director

For Government:

Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
Attn: Jennifer M. Carey, Director
Division of Environmental Services

21. WAIVER. The waiver by either party of any breach of any provision of this Agreement shall not constitute a continuing waiver or waiver of any subsequent breach by either party of either the same or another provision.

22. ENTIRE AGREEMENT. This Agreement shall constitute the entire agreement between the parties and no representations, inducements, promises or agreements, oral or otherwise, which are not embodied herein shall be effective for any purpose. This Agreement shall replace any previous agreement between the parties on the same subject matter.

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

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: _____
LINDA GORTON, MAYOR

ATTEST:

Clerk of the Urban County Council

ORGANIZATION

BY: Jennie Zamora
Jennie Zamora,
Executive Director
New Life Dg Center

ATTEST:

WITNESS: _____

DATE: _____

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE THE PURCHASE OF SERVICE AGREEMENT WITH NEW LIFE DAY CENTER, INC., TO REPLACE AND SUPERSEDE THE PSA APPROVED PURSUANT TO R-649-2022, FOR LITTER PICKUP WITH PANHANDLER PARTICIPATION, FOR THE DIVISION OF ENVIRONMENTAL SERVICES, AT A COST NOT TO EXCEED \$150,000.00 PER YEAR.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute the Purchase of Service Agreement, to replace and supersede the PSA approved pursuant to R-649-2022, for litter pickup with panhandler participation, for the Division of Environmental Services.

Section 2 – That an amount, not to exceed the sum of \$150,000.00, be and hereby is approved for payment to New Life Day Center, Inc., from account # 4051-313201-76101, pursuant to the terms of the Purchase of Service Agreement.

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

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
1215-24:CWE:4898-7570-0736, v. 1

RESOLUTION NO. 638 - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE THE PURCHASE OF SERVICE AGREEMENT WITH NEW LIFE DAY CENTER, INC., TO REPLACE AND SUPERSEDE THE PSA APPROVED PURSUANT TO R-649-2022, FOR LITTER PICKUP WITH PANHANDLER PARTICIPATION, FOR THE DIVISION OF ENVIRONMENTAL SERVICES, AT A COST NOT TO EXCEED \$150,000.00 PER YEAR.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute the Purchase of Service Agreement, to replace and supersede the PSA approved pursuant to R-649-2022, for litter pickup with panhandler participation, for the Division of Environmental Services.

Section 2 – That an amount, not to exceed the sum of \$150,000.00, be and hereby is approved for payment to New Life Day Center, Inc., from account # 4051-313201-76101, pursuant to the terms of the Purchase of Service Agreement.

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

PASSED URBAN COUNTY COUNCIL: December 5, 2024



MAYOR

ATTEST:



CLERK OF URBAN COUNTY COUNCIL

1215-24:CWE:4898-7570-0736, v. 1

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT, made and entered into on the 6th day of Dec. 2024, by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an urban county government of the COMMONWEALTH OF KENTUCKY created pursuant to KRS Chapter 67A ("LFUCG"), 200 East Main Street, Lexington, Kentucky 40507, and NEW LIFE DAY CENTER, INC. a Kentucky corporation, ("Organization") with offices located at 224 North Martin Luther King Boulevard, Lexington, Kentucky 40507.

WITNESSETH

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

1. EFFECTIVE DATE; TERM. This Agreement shall commence on December 6, 2024, and shall last for a period of two year(s) unless terminated by LFUCG at an earlier time. This agreement supersedes and replaces the prior Purchase of Service Agreement between the parties, approved pursuant to R-649-2022, and incorporates new terms. Following the initial two-year agreement, the agreement may be extended for two additional one-year renewals.

2. RELATED DOCUMENTS. This Agreement shall consist of the terms herein, which are consistent with and in continuation of services described in RFP #50-2022 and the Proposal Response to RFP #50-2022, as well as the following additional documents, which are attached hereto as exhibits and incorporated herein by reference as if fully stated:

a. Exhibit "A" – Certificate of Insurance

To the extent that there is any conflict between or among any of these documents, the terms and provisions of this Agreement shall prevail, followed by terms and provisions of Exhibit "A," in that order.

3. SCOPE OF SERVICES. Organization shall perform the services outlined and described in RFP #50-2022 – Scope of Work for LFUCG in a timely, workmanlike, and professional manner (the "Services"). In addition, Organization shall perform services as needed by LFUCG for the 250Lex Celebration and its related events. The specific nature, scope, and timing of these additional services shall be determined based on LFUCG's needs for the 250Lex Celebration and as mutually agreed upon by both parties. All services performed for the 250Lex Celebration and its events shall be executed in compliance with LFUCG's established standards and guidelines.

4. PAYMENT. LFUCG shall pay Organization a total amount not to exceed one hundred fifty thousand dollars (\$150,000) per year and one van (VIN #1FBNE31L86DA19029) for the performance of the Services. Payments shall be made monthly for expenditures Organization actually incurred, only after receipt of monthly invoices and associated reports. The funds are limited to the services provided herein and may not be spent by Organization for any other purpose without the prior written consent of LFUCG. Absent any additional written agreement stating otherwise any travel or other expenses are included in the above payment.

a. LFUCG shall make payment under this Agreement upon timely submission of an invoice(s) from Organization specifying that the Services have been performed, accompanied by data satisfactory to LFUCG to document entitlement to payment for the Services performed to date. LFUCG shall have thirty (30) days from the date of receipt of the invoice to pay the invoice amount. LFUCG reserves the right to refuse payment if it is determined by LFUCG that the Services performed or materials provided for the Services are inadequate or defective.

b. LFUCG also reserves the right to reject any invoice submitted for services more than sixty (60) days after the services were rendered.

c. Upon execution of this Agreement, LFUCG shall transfer possession of one van (VIN #1FBNE31L86DA19029) to Organization for its exclusive use in performing the Services under this Agreement. Title to the van shall be transferred to Organization, and Organization shall comply with all applicable terms in this Agreement regarding the use and maintenance of the van.

d. LFUCG reserves the right to reclaim the van provided to Organization under this Agreement if the Organization discontinues or fails to perform the agreed-upon services. In the event of such discontinuation or failure to perform, Organization shall return the van to LFUCG within thirty (30) days of receiving written notice from LFUCG. The van shall be returned in substantially the same condition as when it was provided with normal wear and tear excepted. LFUCG retains the right to pursue any additional remedies as provided by this Agreement or applicable law.

5. TERMINATION. LFUCG, through the Mayor or the Mayor's designee, may terminate this Agreement for any reason whatsoever by providing Organization with at least thirty (30) days advance written notice. Organization shall be entitled for payment of all work performed up to that period of time, calculated on a reasonable basis.

a. In the event of a termination based upon a material condition of non-performance or default by Organization, LFUCG shall provide Organization advance written notice and a reasonable period of time to cure the breach.

b. Organization may only terminate this Agreement based upon LFUCG's failure to timely pay for properly invoiced and accepted work. Organization shall provide LFUCG with at least thirty (30) days advance written notice and an opportunity to cure prior to termination.

c. Organization acknowledges that LFUCG is a governmental entity, and that the validity of this Agreement is based upon the availability of appropriated funding. In the event that such funding is not appropriated in a future fiscal year, LFUCG's obligations under this Agreement shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Organization. LFUCG shall exercise any application of this provision in good faith.

6. REPORTING. Organization shall provide LFUCG with timely reports and updates related to the provisions of the Services in the form and manner reasonably specified by LFUCG.

7. REGISTRATION; COMPLIANCE; AUTHORITY TO SIGN. Organization shall be lawfully registered or authorized to do business in the Commonwealth of Kentucky and Lexington-Fayette County and shall at all times comply with any and all applicable federal, state, and local laws, ordinances, and regulations. LFUCG may request proof that Organization has timely filed federal, state, or local tax forms which shall be provided by Organization on a timely basis. The person signing this Agreement on behalf of Organization is fully authorized to do so.

8. INSURANCE; INDEMNITY.

a. At all times relevant to the performance of this Agreement, Organization shall maintain insurance coverages in at least the following amounts, which shall be properly filed and approved by the Kentucky Department of Insurance. Evidence of such coverage shall be made available to LFUCG upon request. General Liability (\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit); Commercial Automobile Liability (combined single, \$1 million per occurrence); (if applicable) Professional Liability (\$1 million per occurrence, \$2 million aggregate); Worker's Compensation (Statutory); and Employer's Liability (\$1 million).

b. Organization shall indemnify, defend and hold harmless LFUCG and its elected and appointed officials, employees, agents, volunteers, and successors in interest, from and against any and all liability, damages, and losses, including but not limited to: demands,

claims, liens, suits, notices of violation from governmental agencies, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by Organization's performance of, or breach of this Agreement and/or the provision of goods or services, provided that (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of Organization or its officials, employees, or agents; and (b) not caused solely by willful misconduct of LFUCG.

c. Organization understands and agrees that its obligation to defend LFUCG includes the obligation to investigate, handle, respond to, resist, provide a defense for, and defend claims, at Organization's expense, using attorneys approved in writing by the LFUCG, which approval shall not be unreasonably withheld.

d. Organization further understands and agrees that its obligation to indemnify includes, but is not limited to: attorney fees and expenses, costs of litigation, court and administrative costs, expert witness fees and expenses, 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 Organization and LFUCG, and damage to, or destruction of, any property, including the property of LFUCG.

e. This provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this Agreement.

f. Organization understands that LFUCG is a political subdivision of the Commonwealth of Kentucky and acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the Organization in any manner.

9. RECORDS. Organization shall keep and make available to LFUCG any records related to this Agreement as are necessary to support its performance of the services for a period of at least five (5) years following the expiration or termination of this Agreement, or as otherwise required depending upon the source of funds. Books of accounts shall be kept by Organization and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of Organization related to this Agreement and shall be made available to LFUCG upon request.

a. LFUCG shall be the owner of all final documents, data, studies, plans, reports, and information prepared by Organization under this Agreement.

b. Organization understands and agrees that this Agreement and any related documents may be subject to disclosure under the Kentucky Open Records Act and will comply with any reasonable request by LFUCG to provide assistance with such a request.

10. ACCESS. Organization shall allow LFUCG any necessary reasonable access to monitor its performance under this Agreement.

11. CONTRACTUAL RELATIONSHIP ONLY. In no event shall the parties be construed, held or become in any way for any purpose the employee of the other party, or partners, associates or joint ventures in the conduct of their respective endeavors or otherwise.

12. EQUAL OPPORTUNITY; FAIRNESS ORDINANCE. Organization shall provide equal opportunity in employment for all qualified persons, and shall (a) prohibit discrimination in employment because of race, color, creed, national origin, sex, age, sexual orientation, gender identity, or handicap, (b) promote equal employment through a positive, continuing program of equal employment, and (c) cause any subcontractor or agency receiving funds provided pursuant to this Agreement to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices. Organization agrees to comply with LFUCG's Fairness Ordinance (Ordinance No. 201-99) and all sources of applicable law, including those specified in any Exhibit attached to this Agreement and incorporated herein by reference.

13. SEXUAL HARASSMENT. Organization must adopt or have adopted a written sexual harassment policy, which shall, at a minimum, contain a statement of current law; a list of prohibited behaviors; a complaint process; and a procedure which provides for a confidential investigation of all complaints. The policy shall be given to all employees and clients and shall be posted at all locations where Organization conducts business. The policy shall be made available to LFUCG upon request.

14. AUDIT. Organization agrees that all revenue and expenditures related to this Agreement shall be clearly documented and reported to LFUCG annually. Government shall have free and complete access to the books, papers and affairs of the Organization, that relate to the performance of this Agreement, at all reasonable times. Should LFUCG determine that an audit should be performed of the revenue and expenditures under this Agreement, Organization shall retain a CPA to perform such audit.

15. INVESTMENT. Any investment of the funds received pursuant to this Agreement must fully comply with any restrictions imposed by law.

16. NO ASSIGNMENT. Organization may not assign any of its rights and duties under this Agreement without the prior written consent of LFUCG.

17. NO THIRD PARTY RIGHTS. This Agreement does not create a contractual relationship with or right of action in favor of a third party against either Organization or LFUCG.

18. KENTUCKY LAW AND VENUE. This Agreement shall be governed in all respects by the laws of the Commonwealth of Kentucky and venue for all actions shall lie in the Circuit Court of Fayette County, Kentucky.

19. AMENDMENTS. By mutual agreement, the parties to this Agreement may, from time to time, make written changes to any provision hereof. Organization acknowledges that LFUCG may make such changes only upon approval of its legislative authority, the Lexington-Fayette Urban County Council, and the signature of its Mayor.

20. NOTICE. Any written notice required by the Agreement shall be delivered by certified mail, return receipt requested, to the following:

For Organization:

New Life Day Center, Inc.
224 N Martin Luther King Blvd
Lexington, Kentucky 40507
Attn: Jennie Zamora, Executive Director

For Government:

Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
Attn: Jennifer M. Carey, Director
Division of Environmental Services

21. WAIVER. The waiver by either party of any breach of any provision of this Agreement shall not constitute a continuing waiver or waiver of any subsequent breach by either party of either the same or another provision.


22. ENTIRE AGREEMENT. This Agreement shall constitute the entire agreement between the parties and no representations, inducements, promises or agreements, oral or otherwise, which are not embodied herein shall be effective for any purpose. This Agreement shall replace any previous agreement between the parties on the same subject matter.

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

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: 
LINDA GORTON, MAYOR

ATTEST:


Clerk of the Urban County Council

ATTEST:


WITNESS: Dawn Foster

DATE: 12/5/2024

ORGANIZATION 

BY: Jennie Zamora, Executive Director
New Life Dg Center



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 1216-24

File ID: 1216-24

Type: Ordinance

Status: Approved

Version: 1

Contract #:

In Control: Urban County
Council

File Created: 11/22/2024

File Name: 25-0031 Abolish - Facilities and Fleet

Final Action: 12/05/2024

Title: An Ordinance amending the civil service authorized strength by abolishing one (1) classified position of Vehicle and Equipment Technician, Grade 517N, in the Div. of Facilities and Fleet Management, effective upon passage of Council. [Div. of Human Resources, George]

Notes:

Sponsors:

Enactment Date: 12/05/2024

Attachments: Bluesheet Memo 25-0031, From to 25.0031, ORD
1216-24 Abolish Vehicle and Equipment Technician
4901-9300-5568 v.1.docx, O-144-2024

Enactment Number: O-144-2024

Deed #:

Hearing Date:

Drafter: Alana Morton

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	12/03/2024	Approved and Referred to Docket	Urban County Council	12/03/2024		Pass
1	Urban County Council	12/03/2024	Received First Reading	Urban County Council	12/05/2024		
1	Urban County Council	12/05/2024	Approved				Pass

Text of Legislative File 1216-24

Title

An Ordinance amending the civil service authorized strength by abolishing one (1) classified position of Vehicle and Equipment Technician, Grade 517N, in the Div. of Facilities and Fleet Management, effective upon passage of Council. [Div. of Human Resources, George]

Summary

Authorization to amend the authorized strength by abolishing one (1) Classified Civil Service Position of Vehicle & Equipment Technician (Grade 517N) in the Division of Facilities and Fleet Management, effective upon passage of Council. No Budgetary impact. (L1216-24)

(George/Hamilton)

Budgetary Implications [select]: Yes/NO

Advance Document Review:

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

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

Fully Budgeted [select]: Yes/No/Partial

Account Number:

This Fiscal Year Impact: \$

Annual Impact: \$

Project:

Activity:

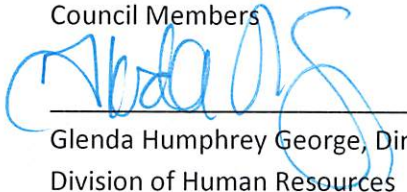
Budget Reference:

Current Balance:



M E M O R A N D U M

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

FROM: 
Glenda Humphrey George, Director
Division of Human Resources

DATE: November 21, 2024

RE: Abolish Vehicle & Equipment Technician

The attached action is requesting authorization to amend the authorized strength by abolishing one (1) classified civil service position of Vehicle & Equipment Technician (Grade 517N) in the Division of Facilities and Fleet Management, effective upon passage of Council.

The fiscal impact for this position will be budget-neutral.

File Number: 1215-24

Director/Commissioner: Glenda Humphrey George/Sally Hamilton

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



Lexington-Fayette Urban County Government

Changes in Authorized Positions

Date: 11/21/24

Classified Civil Service

Changes From:

Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Salary
<u>Division of Facilities and Fleet Management (720)</u>							
720.065	7	636	517N	Vehicle & Equipment Technician	-----	-----	-----

Changes To:

Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Salary
<u>Division of Facilities and Fleet Management (720)</u>							
720.065	6	636	517N	Vehicle & Equipment Technician	-----	-----	-----

ORDINANCE NO. _____ - 2024

AN ORDINANCE AMENDING THE CIVIL SERVICE AUTHORIZED STRENGTH BY ABOLISHING ONE (1) CLASSIFIED POSITION OF VEHICLE AND EQUIPMENT TECHNICIAN, GRADE 517N, IN THE DIVISION OF FACILITIES AND FLEET MANAGEMENT, EFFECTIVE UPON PASSAGE OF COUNCIL.

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

Section 1 – That the following subsection line number in the classified civil service authorized strength be and hereby is amended to read as follows:

720.065 6 636 517N Vehicle & Equipment Technician

Section 2 – That this Ordinance shall become effective following passage of Council.

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
PUBLISHED:
1216-24:GET:4901-9300-5568, v. 1

ORDINANCE NO. 144 - 2024

AN ORDINANCE AMENDING THE CIVIL SERVICE AUTHORIZED STRENGTH BY ABOLISHING ONE (1) CLASSIFIED POSITION OF VEHICLE AND EQUIPMENT TECHNICIAN, GRADE 517N, IN THE DIVISION OF FACILITIES AND FLEET MANAGEMENT, EFFECTIVE UPON PASSAGE OF COUNCIL.

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

Section 1 – That the following subsection line number in the classified civil service authorized strength be and hereby is amended to read as follows:

720.065 6 636 517N Vehicle & Equipment Technician

Section 2 – That this Ordinance shall become effective following passage of Council.

PASSED URBAN COUNTY COUNCIL: December 5, 2024

Linda Gorton

MAYOR

ATTEST:

[Signature]

CLERK OF URBAN COUNTY COUNCIL

PUBLISHED: December 13, 2024-1t

1216-24:GET:4901-9300-5568, v. 1



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 1217-24

File ID: 1217-24

Type: Resolution

Status: Approved

Version: 1

Contract #: 342-2024

In Control: Urban County
Council

File Created: 11/22/2024

File Name: MOU with Instant Signs for 250 LEX signs

Final Action: 12/05/2024

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Memorandum of Understanding with Instant Signs to protect the three Lexington Welcome Signs, the surrounding landscaping, and electrical components during the installation and removal of the 250 Lex Signs. [Div. of Environmental Services, Carey]

Notes: In office 11/26/2024. MS

Stamped and filed in the CCO. Returned to Jennifer Carey 12/6/2024. MS

Sponsors:

Enactment Date: 12/05/2024

Attachments: bluesheet memo Instant Signs 250 Lex Signs on
Welcome Signs, MOU Instant Signs 4864-3371-9290
v.2, RESO 1217-24 Protect Lex Welcome Signs
4913-0176-4096 v.1.docx, R-639-2024, Contract
#342-2024

Enactment Number: R-639-2024

Deed #:

Hearing Date:

Drafter: Jennifer Carey

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	12/03/2024	Approved and Referred to Docket	Urban County Council	12/03/2024		Pass
1	Urban County Council	12/03/2024	Received First Reading	Urban County Council	12/05/2024		
1	Urban County Council	12/05/2024	Approved				Pass

Text of Legislative File 1217-24

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Memorandum of Understanding with Instant Signs to protect the three Lexington Welcome Signs, the surrounding landscaping, and electrical components during the

installation and removal of the 250 Lex Signs. [Div. of Environmental Services, Carey]

Summary

Authorization to execute a Memorandum of Understanding (MOU) with Instant Signs for the purpose of protecting the three Lexington Welcome Signs during the installation and removal of the 250 LEX signs. No Budgetary impact. (L1217-24) (Carey/Albright)

Budgetary Implications [select]: No - paid by Bluegrass Community Foundation

Advance Document Review:

Law: {Yes, Completed by Ashleigh Bailey, 11/22/24}

Risk Management: {No}

Fully Budgeted [select]:

Account Number:

This Fiscal Year Impact:

Annual Impact:

Project:


Activity:

Budget Reference:

Current Balance:



TO: Mayor Linda Gorton
Urban County Council

FROM: 
Jennifer M. Carey, P.E., Director
Division of Environmental Services

DATE: November 22, 2024

SUBJECT: Memorandum of Understanding with Instant Signs for 250 LEX Signs

Request

The purpose of this memorandum is to request Council authorization for the Mayor to execute a Memorandum of Understanding (MOU) with Instant Signs for the purpose of protecting the three Lexington Welcome Signs, the surrounding landscaping, and electrical components during the installation and removal of the 250 LEX signs.

Why are you requesting?

As part of Lexington's 250th anniversary celebration, signs will be installed on top of the three Welcome Signs located on Newtown Pike, Versailles Road, and Athens Boonesboro Road. Instant Signs is the vendor manufacturing and installing the signs. The purpose of this MOU is to ensure the original Welcome Signs, the surrounding landscaping, and the electrical components are adequately protected during the installation and removal of the additional signage, and if not adequately protected, how any needed repairs or replacements will be addressed.

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

The signs are funded by the 250LEX Commission and the Corridors Commission supported the project by allocating \$15,000 to 250LEX.

Are the funds budgeted?

N/A

File Number: 1217-24

Director / Commissioner: Carey / Albright



MEMORANDUM OF UNDERSTANDING
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
AND
INSTANT SIGNS

This Memorandum of Understanding is entered into the _____ day of _____, 2024, between the Lexington-Fayette Urban County Government ("LFUCG") and Instant Signs ("Instant").

Whereas, Lexington is celebrating its 250th anniversary.

Whereas, As part of the celebration, Instant will be installing and removing 250 LEX signs on three LFUCG Welcome Signs.

1. The parties agree as follows: Bluegrass Community Foundation ("BGCF") shall pay Instant a total amount not to exceed \$40,922.16 for installation of the 250 LEX signs. BGCF shall pay Instant an initial \$20,461.08 deposit. Upon completion of installation, BGCF shall pay Instant the remaining balance of \$20,461.08. Upon removal of the 250 LEX signs to LFUCG's satisfaction, BGCF will pay Instant an amount not to exceed \$3,240.00.
2. Instant will install 250 LEX signs on the three Welcome Signs. Prior to installation LFUCG will approve and sign off to all installation activities including:
 - A. Anchor Type, Quantity, Location, and Installation Method, including the recommendations of McAlister Stone;
 - B. Anchor Removal and Hole Repair and Fill Method;
 - C. Tree Protection: If tree protection is needed, LFUCG will install it prior to the 250 LEX signs installation by Instant. Instant will initiate a meeting with the Division of Environmental Services at least two weeks prior to the anticipated installation date in order to allow the division time to install any needed tree protection.
3. Instant agrees to protect the following during 250 LEX Sign installation and sign removal:
 - A. The Welcome Signs;
 - B. Surrounding landscaping and trees;
 - C. The electric feed or solar panels and any lighting tied to the meter/solar panels.
4. If there is damage to the Welcome Signs or their associated landscaping, trees, electric feed and or lighting, Instant will be responsible for any and all repairs or

replacements to return the signs to their condition prior to installation of the 250 LEX signage. If any damage is not cured by Instant within 30 days, LFUCG will cure the damage and bill Instant for the costs. Instant shall remove the 250 LEX signage and return the Welcome Signs to their original condition, and to LFUCG's satisfaction, on or before February 15, 2026.

5. This agreement shall terminate once the 250 LEX signs have been removed and the Welcome Signs have been restored to LFUCG's satisfaction, or by either party with 30 days written notice. If terminated by either party before expiration of this agreement, Instant shall return the Welcome Signs to the condition they were in prior to any work by Instant.
6. Instant shall maintain liability insurance for itself, agents, officers and employees in the amounts of not less than One Million Dollars (\$1,000,000.00) per claim and Three Million Dollars (\$3,000,000.00) aggregate per policy year. The policy shall not be permitted to lapse, be cancelled or modified without 30 days written notice to LFUCG. Instant shall be responsible for all property damage and personal injury caused by its employees while working on the Welcome Signs.
7. No third party shall be a beneficiary of this agreement. This agreement shall not be assigned by either party without written consent of the other party.
8. Choice of law for this agreement shall be the Commonwealth of Kentucky. Jurisdiction shall be a court of competent jurisdiction in Fayette County Kentucky.
9. This agreement shall not be amended unless the amendment is in writing and signed by both parties.
10. If any part of this agreement is held by a court of competent jurisdiction to be illegal, the validity of the remaining parts shall not be affected, and the rights and obligations of the parties shall be enforced as if the agreement does not contain the particular part held to be invalid, if the remainder of the agreement is capable of performance.
11. Instant shall indemnify and hold harmless LFUCG and its agents, representatives, officers, directors, employees, insurers, from and against any and all expenses, costs (including attorneys' fees), causes of action, liability, loss and/or damages suffered by it or any of them, that results from or arises out of the agreement, or any and all acts of Instant or its employees or Instant's failure to comply with any applicable state or federal law.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

DATE

BY: LINDA GORTON, MAYOR

INSTANT SIGNS

DATE

BY: _____

4863-6776-8829, v. 1

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH INSTANT SIGNS TO PROTECT THE THREE LEXINGTON WELCOME SIGNS, THE SURROUNDING LANDSCAPING, AND ELECTRICAL COMPONENTS DURING THE INSTALLATION AND REMOVAL OF THE 250 LEX SIGNS.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute the Memorandum of Understanding, which is attached hereto and incorporated herein by reference, with Instant Signs, to protect the three Lexington Welcome Signs, the surrounding landscaping, and electrical components during the installation and removal of the 250 LEX signs.

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

1217-24:CWE:4913-0176-4096, v. 1

RESOLUTION NO. 639 - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH INSTANT SIGNS TO PROTECT THE THREE LEXINGTON WELCOME SIGNS, THE SURROUNDING LANDSCAPING, AND ELECTRICAL COMPONENTS DURING THE INSTALLATION AND REMOVAL OF THE 250 LEX SIGNS.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute the Memorandum of Understanding, which is attached hereto and incorporated herein by reference, with Instant Signs, to protect the three Lexington Welcome Signs, the surrounding landscaping, and electrical components during the installation and removal of the 250 LEX signs.

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

PASSED URBAN COUNTY COUNCIL: December 5, 2024



MAYOR

ATTEST:



CLERK OF URBAN COUNTY COUNCIL

1217-24:CWE:4913-0176-4096, v. 1

MEMORANDUM OF UNDERSTANDING
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
AND
INSTANT SIGNS

This Memorandum of Understanding is entered into the 25th day of Nov, 2024, between the Lexington-Fayette Urban County Government ("LFUCG") and Instant Signs ("Instant").

Whereas, Lexington is celebrating its 250th anniversary.

Whereas, As part of the celebration, Instant will be installing and removing 250 LEX signs on three LFUCG Welcome Signs.

1. The parties agree as follows: Bluegrass Community Foundation ("BGCF") shall pay Instant a total amount not to exceed \$40,922.16 for installation of the 250 LEX signs. BGCF shall pay Instant an initial \$20,461.08 deposit. Upon completion of installation, BGCF shall pay Instant the remaining balance of \$20,461.08. Upon removal of the 250 LEX signs to LFUCG's satisfaction, BCGF will pay Instant an amount not to exceed \$3,240.00.
2. Instant will install 250 LEX signs on the three Welcome Signs. Prior to installation LFUCG will approve and sign off to all installation activities including:
 - A. Anchor Type, Quantity, Location, and Installation Method, including the recommendations of McAlister Stone;
 - B. Anchor Removal and Hole Repair and Fill Method;
 - C. Tree Protection: If tree protection is needed, LFUCG will install it prior to the 250 LEX signs installation by Instant. Instant will initiate a meeting with the Division of Environmental Services at least two weeks prior to the anticipated installation date in order to allow the division time to install any needed tree protection.
3. Instant agrees to protect the following during 250 LEX Sign installation and sign removal:
 - A. The Welcome Signs;
 - B. Surrounding landscaping and trees;
 - C. The electric feed or solar panels and any lighting tied to the meter/solar panels.
4. If there is damage to the Welcome Signs or their associated landscaping, trees, electric feed and or lighting, Instant will be responsible for any and all repairs or

replacements to return the signs to their condition prior to installation of the 250 LEX signage. If any damage is not cured by Instant within 30 days, LFUCG will cure the damage and bill Instant for the costs. Instant shall remove the 250 LEX signage and return the Welcome Signs to their original condition, and to LFUCG's satisfaction, on or before February 15, 2026.

5. This agreement shall terminate once the 250 LEX signs have been removed and the Welcome Signs have been restored to LFUCG's satisfaction, or by either party with 30 days written notice. If terminated by either party before expiration of this agreement, Instant shall return the Welcome Signs to the condition they were in prior to any work by Instant.
6. Instant shall maintain liability insurance for itself, agents, officers and employees in the amounts of not less than One Million Dollars (\$1,000,000.00) per claim and Three Million Dollars (\$3,000,000.00) aggregate per policy year. The policy shall not be permitted to lapse, be cancelled or modified without 30 days written notice to LFUCG. Instant shall be responsible for all property damage and personal injury caused by its employees while working on the Welcome Signs.
7. No third party shall be a beneficiary of this agreement. This agreement shall not be assigned by either party without written consent of the other party.
8. Choice of law for this agreement shall be the Commonwealth of Kentucky. Jurisdiction shall be a court of competent jurisdiction in Fayette County Kentucky.
9. This agreement shall not be amended unless the amendment is in writing and signed by both parties.
10. If any part of this agreement is held by a court of competent jurisdiction to be illegal, the validity of the remaining parts shall not be affected, and the rights and obligations of the parties shall be enforced as if the agreement does not contain the particular part held to be invalid, if the remainder of the agreement is capable of performance.
11. Instant shall indemnify and hold harmless LFUCG and its agents, representatives, officers, directors, employees, insurers, from and against any and all expenses, costs (including attorneys' fees), causes of action, liability, loss and/or damages suffered by it or any of them, that results from or arises out of the agreement, or any and all acts of Instant or its employees or Instant's failure to comply with any applicable state or federal law.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Linda Gorton
BY: LINDA GORTON, MAYOR

DATE 12/16/2024

INSTANT SIGNS

Michael E. Schaub
BY: Michael E. Schaub - Owner

DATE 11/25/24

4863-6776-8829, v. 1