Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Docket

Tuesday, February 4, 2025

3:00 PM

Packet

Council Chamber

Urban County Council Work Session

I. Public Comment - Issues on Agenda

II. Requested Rezonings/ Docket Approval

III. Approval of Summary

a **0132-25** Table of Motions: Council Work Session, January 28, 2025

Attachments: TOM 012825

IV. Budget Amendments

V. Budget Adjustments - For Information Only

VI. New Business

VII. Communications From the Mayor - Appointments

VIII. Communications From the Mayor - Donations

IX. Communications From the Mayor - Procurements

X. Continuing Business/ Presentations

a **0133-25** 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 the Black Soil Charitable Fund, Inc. ($6,678) and LFUCG Div. of Parks and Recreation ($3,000), for the Office of the Urban County Council, at a cost not to exceed the sum stated. [Council Office, Hall]

Attachments: Capital List 2.4.25
Reso 0133-25 Council Capital (2-4-25) 4915-2044-8022 v.1.docx
R-062-2025
Contract #038-2025

b **0136-25** Summary: General Government and Planning Committee, January 14, 2025

Attachments: 1.14.25 GGP Summary

XI. Council Reports

XII. Public Comment - Issues Not on Agenda

XIII. Adjournment

Administrative Synopsis - New Business Items

a **0075-25** A Resolution authorizing the Div. of Waste Management to purchase a software platform from RouteWare Inc., a sole source provider, and authorizing the Mayor, on behalf of the Urban County Government, to execute any necessary Agreement with RouteWare Inc. related to the procurement at a cost not to exceed $124,432. [Div. of Waste Management, Baldon]

Attachments: RouteWare Androids Bluesheet Memo 1.2025
RouteWare Global Sole Source Cert- January 2025
75-25 routeware 4906-4504-0661 v.1.docx
R-054-2025

b **0097-25** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement with the Hyatt Regency Lexington, for catering services for the Senior Intern Alumni Luncheon, at a cost not to exceed $5,800. [Div. of Aging and Disability Services, Stambaugh]

Attachments: 0097-25 Bluesheet Memo - Hyatt Agreement Sr Intern Luncheon
Hyatt Regency Senior Intern Luncheon 2025 LFUCG Contract
RESO 0097-25 -Hyatt Catering Contract 4898-8885-0708 v.1.docx
R-055-2025
Contract #023-2025

c **0105-25** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute and submit a Grant Application to Bluegrass Area Development District, for operation of the Lexington Senior Center in FY 2026, to provide any additional information requested in connection with this Grant Application, and to accept this Grant if awarded, the acceptance of which obligates the Urban County Government for the expenditure of $283,124 as a local match, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Aging and Disability Services, Stambaugh]

Attachments: 25-Bluesheet Memo - Lex Senior Center
RESO 0105-25 4906-5185-7687 v.1.docx
R-039-2025
Contract #019-2025
Contract #019-2025

d **0108-25** A Resolution authorizing the Mayor or her designees, on behalf of the Urban County Government, to take all action necessary to

participate in the Ky. Attorney General's Opioid Settlement with Kroger Co., including but not limited to the execution of any necessary documents. [Dept. of Law, Barberie]

Attachments: Bluesheet Memo - Kroger Opiod Settlement.pdf
RESO 0108-25 4872-2609-5511 v.1.docx
R-040-025

e **0112-25** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Amendment to an Agreement with Independence Place, Inc., replacing Independence Place, Inc. with Center for Accessible Living, Inc. as the party responsible for the obligations of the Agreement, at no additional cost to the Urban County Government. [Office of Homelessness Prevention and Intervention, Herron]

Attachments: 25-Blue Sheet Memo-OHPI ICM Amendment
Case Manager RFP Amendment .1 . 4919-2643-4825
R 279-2024
Executed PSA - Independence Place - ICM
Articles of Merger
RFP Pkg 22-2024
RFP 22-204 Response - Housing Case Manager Grant
RESO 0112-25 Housing Case Manager Amendment (Merger) 4932-8486-171
R-056-2025
Contract #040-2025

f **0115-25** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a multi-year pay for Output Agreement with Lynn Imaging to lease scanner-plotters and related supplies for the Div. of Water Quality, at a cost not to exceed $7,320 in the first year, with increases of up to ten percent (10%) annually thereafter. [Div. of Water Quality, Martin]

Attachments: Blue Sheet Memo
Lynn Imaging Lease
RESO 115-25- Scanners for WQ from Lynn Imaging 4927-1665-2823 v.1.doc
R-057-2025
Contract #041-2025

g **0117-25** A Resolution authorizing an Amendment to Resolution No. 22-2025, which authorized Grant Award Agreements for the Lex Grow Trees Grant Program, to correct the name of a Grant recipient from "Andover Forest Homeowners Association" to "Andover Neighborhood Association," all other terms in Resolution No. 22-2025 remain the same. [Div. of Environmental Services, Carey]

Attachments: Bluesheet Memo to Amend Reso 22-2025 re Lex Grow Trees Round 2.pdf
Grant Agreement (Lex Grow Trees) ANA w exhibits signed.pdf
RESO 0117-25 Amendment to Andover Neighborhood Association 4912-4743
R-041-2025

h **0118-25** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute the Memorandum of Understanding with PS Tate Realty, LLC; Karma C. Bryan Realty, LLC; and LCP Holdings, LLC for a Stormwater Quality Project, for the Dept. of Environmental Quality and Public Works, at an estimated cost not to exceed $220,000. [Dept. of Environmental Quality and Public Works, Albright]

Attachments: MEMO- E Vine St Retaing Wall MOU.pdf
FINAL MOU Retaining Wall - 219 East High Street (1-10-25) .2 . 4923-2758-3
RESO 118-25 - MOU Retaining wall 4905-4216-8343 v.1.docx
R-058-2025
Contract #022-2025

i **0119-25** A Resolution authorizing and directing the Mayor, on behalf of the Lexington-Fayette Urban County Government, to execute the first Amendment to the Purchase of Service Agreement with W-T Group, LLC at an estimated cost not to exceed $394,922, effective upon passage of Council. [Dept. of General Services, Ford]

Attachments: ADA Transition Plan PSA Amendment - Memo.pdf
First Amendment to PSA (W-T LLC).pdf
RESO 0119-25 ADA Transition update 4929-9696-2835 v.1.docx
R-042-2025
Contract #020-2025

j **0120-25** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement and accept an award in the amount of $82,449.95 from the Ky. Dept. of Military Affairs, Div. of Emergency Management for the FY 2025 Emergency Management Assistance Project, the acceptance of which obligates the Urban County Government to the expenditure of $125,000.00 as a local match, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Emergency Management, Larkin]

Attachments: 25-Bluesheet Memo - EMA Award
BA 13492
Final_SC_095_2500000932_1_PO_CNTRCT_FORM
Non-Supplanting Certification Form_RJLsigned
FFY2024 EMA Award Fayette
120-25 grant ky military affaurs 4908-1987-3555 v.1.docx
R-059-2025
Contract #029-2025

k **0121-25** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement with Commonwealth of Ky. Transportation Cabinet to accept $576,000 in Federal funding for the Brighton Trail Connection Project to construct a twelve-foot-wide shared-use path from the existing trail in Liberty Park to the sidewalk on the east side of Liberty Rd., the Urban County Government acknowledges and agrees to ratify and adopt all Statements, Representations, Warranties, Covenants and Agreements contained in this Agreement, the acceptance of which obligates the Urban County Government to the expenditure of $144,000 as a local match and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Engineering, Burton]

Attachments: Contract #031-2025
25-Bluesheet Memo - Brighton Trail Connection
Brighton Trail Connection 07-03042-MOA - Unsigned
BA 13493
Concept Map
121-25 BRIGHTON TRAIL 4897-1954-2293 v.1.docx
R-060-2025

l **0122-25** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute the Professional Services Agreement (awarded pursuant to RFP No. 60-2024) with Mann Solar for the installation of a roof-mounted solar photovoltaic system on Fire Station # 19, at a cost not to exceed $31,217.68. [Div. of Environmental Services, Carey]

Attachments: bluesheet memo Mann FS 19 Solar
Professional Services Agreement RFP 60-2024
RFP-60-2024-Exhibit A
Mann-Proposal-Exhibit B
RESO 0122-25 - Solar agreement fire station 19 4933-2875-8807 v.1.docx
R-061-2025
Contract #045-2025

m **0123-25** An Ordinance amending the authorized strength by creating one (1) classified position of Accreditation Manager, Grade 526E, in the Div. of Fire and Emergency Services, effective July 1, 2024. [Div. of Human Resources, George]

Attachments: Bluesheet Memo 25-0001f
From to 25.0001f
ORD 0123-25 create accreditation manager 4919-4788-6868 v.1.docx
O-013-2025

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0132-25

File ID:	0132-25	**Type:**	Summary	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	01/30/2025
File Name:	Table of Motions: Council Work Session, January 28, 2025			**Final Action:**	02/04/2025
Title:	Table of Motions: Council Work Session, January 28, 2025				
Notes:					
Sponsors:				**Enactment Date:**	
Attachments:	TOM 012825			**Enactment Number:**	
Deed #:				**Hearing Date:**	
Drafter:				**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	02/04/2025	Approved				Pass

Text of Legislative File 0132-25

Title

Table of Motions: Council Work Session, January 28, 2025

URBAN COUNTY COUNCIL
WORK SESSION
TABLE OF MOTIONS
January 28, 2025

Mayor Gorton called the meeting to order at 3:00 p.m. Council Members Wu, J. Brown, Ellinger II, Morton, Lynch, LeGris, Curtis, Sheehan, Gray, Hale, Beasley, Baxter, Sevigny, Reynolds, and Boone were present.

I. Public Comment – Issues on Agenda

II. Requested Rezonings/Docket Approval

III. Approval of Summary

Motion by Ellinger to approve the January 21, 2025, Work Session Summary. Seconded by Wu. Motion passed without dissent.

IV. Budget Amendments

V. Budget Adjustments – For Information Only

VI. New Business

Motion by Sevigny to approve New Business. Seconded by Reynolds. Motion passed without dissent.

VII. Communications from the Mayor- Appointments

VIII. Communications from the Mayor- Donations

IX. Communications from the Mayor- Procurements

X. Continuing Business/Presentations

Motion by Wu to approve Neighborhood Development Funds. Seconded by Sevigny. Motion passed without dissent.

Motion by Gray to approve Council Capital Projects. Seconded by Baxter. Motion passed without dissent.

Council Member Reynolds provided a summary of the November 12, 2024, Social Services and Public Safety Committee.

XI. Council Reports

Motion by Sheehan to refer the EmPATH Center to the Social Services and Public Safety Committee for an update and presentation. Seconded by Baxter. Motion passed without dissent.

Wu placed an update from the Court Appointed Special Advocates (CASA) program in the Social Services and Public Safety Committee.

Motion by Morton to place Parks and Recreation Youth Programming in the General Government and Planning Committee. Seconded by Curtis. Motion passed without dissent.

XII. Public Comment – Issues Not on Agenda

XIII. Adjournment

Motion by Sevigny to adjourn at 3:40 p.m. Seconded by Curtis. Motion passed without dissent.

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0133-25

File ID:	0133-25	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	038-2025	**In Control:**	Urban County Council
				File Created:	01/30/2025
File Name:	Capital List 2/4/25			**Final Action:**	02/20/2025

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 the Black Soil Charitable Fund, Inc. ($6,678) and LFUCG Div. of Parks and Recreation ($3,000), for the Office of the Urban County Council, at a cost not to exceed the sum stated. [Council Office, Hall]

Notes: Black soil 2.27.25 AA

Sponsors:		**Enactment Date:**	02/20/2025
Attachments:	Capital List 2.4.25, Reso 0133-25 Council Capital (2-4-25) 4915-2044-8022 v.1.docx, R-062-2025, Contract #038-2025	**Enactment Number:**	R-062-2025
Deed #:		**Hearing Date:**	
Drafter:		**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	02/04/2025	Approved and Referred to Docket	Urban County Council	02/06/2025		Pass
1	Urban County Council	02/06/2025	Received First Reading	Urban County Council	02/20/2025		
1	Urban County Council	02/20/2025	Approved				Pass

Text of Legislative File 0133-25

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 the Black Soil Charitable Fund, Inc. ($6,678) and LFUCG Div. of Parks and Recreation ($3,000), for the Office of the Urban County Council, at a cost not to exceed the sum stated. [Council Office, Hall]

Summary

Organization:
Black Soil Charitable Fund, Inc.

Tim Small

Purpose:
To assist with purchase of refrigeration equipment to extend the shelf life of perishable foods and to improve access to fresh produce

Amount:
$ 6,678.00

Organization:
LFUCG - Parks and Recreation
Laura Hatfield
1105-707604-7300-75801-034

Purpose:
For Tates Creek Community center improvements to the kitchen area and recreation spaces including a new stove and gaming equipment

Amount:
$ 3,000.00

Council Capital Projects
February 4, 2025
Work Session

Amount	Recipient	Purpose
$ 6,678.00	Black Soil Charitable Fund, Inc. Tim Small	To assist with purchase of refrigeration equipment to extend the shelf life of perishable foods and to improve access to fresh produce
$ 3,000.00	LFUCG - Parks and Recreation Laura Hatfield 1105-707604-7300-75801-034	For Tates Creek Community center improvements to the kitchen area and recreation spaces including a new stove and gaming equipment

RESOLUTION NO. _____ - 2025

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 THE BLACK SOIL CHARITABLE FUND, INC. ($6,678.00) AND LFUCG DIVISION OF PARKS AND RECREATION ($3,000.00), 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 is attached hereto and incorporated herein by reference, with The Black Soil Charitable Fund, Inc., and LFUCG Division of Parks and Recreation, for the Office of the Urban County Council.

Section 2 – That amount, not to exceed the sum stated, be and hereby is approved for payment or transfer to The Black Soil Charitable Fund, Inc. ($6,678.00) and the LFUCG Division of Parks and Recreation ($3,000.00) from account #1105-121002-91715, from various Council Districts, 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
0133-25:GET: 4915-2044-8022, v. 1

RESOLUTION NO. 062 - 2025

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 THE BLACK SOIL CHARITABLE FUND, INC. ($6,678.00) AND LFUCG DIVISION OF PARKS AND RECREATION ($3,000.00), 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 is attached hereto and incorporated herein by reference, with The Black Soil Charitable Fund, Inc., and LFUCG Division of Parks and Recreation, for the Office of the Urban County Council.

Section 2 – That amount, not to exceed the sum stated, be and hereby is approved for payment or transfer to The Black Soil Charitable Fund, Inc. ($6,678.00) and the LFUCG Division of Parks and Recreation ($3,000.00) from account #1105-121002-91715, from various Council Districts, 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: February 20, 2025

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0133-25:GET: 4915-2044-8022, v. 1

AGREEMENT

THIS AGREEMENT, made and entered into on the February 24, 2025 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 Black Soil Charitable Fund, Inc. (Hereinafter "Organization"), of 820 Lane Allen Rd. Suite 176, Lexington, KY 40504, Fayette County).

W I T N E S S E T H:

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 $6,678 for the following lawful public purpose:

   [To assist with purchase of refrigeration equipment to extend the shelf life of perishable foods and to improve access to fresh produce.]

2. **Finalization of Agreement**. Organization shall return this Agreement to the Council Administrator's Office on or before March 25, 2025. 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 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: Tim Small
Tim Small
Black Soil Charitable Fund, Inc.

4857-1913-5132, v. 4

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0136-25

File ID:	0136-25	**Type:**	Summary	**Status:**	Received and Filed
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	01/30/2025
File Name:	Summary: General Government and Planning Committee, January 14, 2025			**Final Action:**	02/04/2025
Title:	Summary: General Government and Planning Committee, January 14, 2025				
Notes:					
Sponsors:				**Enactment Date:**	
Attachments:	1.14.25 GGP Summary			**Enactment Number:**	
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History of Legislative File

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1	Urban County Council Work Session	02/04/2025	Received and Filed				

Text of Legislative File 0136-25

Title

Summary: General Government and Planning Committee, January 14, 2025

General Government & Planning (GGP) Committee

January 14, 2025

Summary and Motions

Vice Mayor Wu called the meeting to order at 1:00 p.m.

Committee Members Vice Mayor Dan Wu, James Brown, Chuck Ellinger II, Shayla Lynch, Hannah LeGris, Emma Curtis, Liz Sheehan, Whitey Elliott Baxter, Dave Sevigny, and Jennifer Reynolds were present. Council Members Tyler Morton, Denise Gray, Joseph Hale, Amy Beasley, and Hil Boone were present as non-voting members.

I. Election of Committee Chair/Selection of Vice Chair

Motion by Lynch to nominate Sheehan committee chair. Seconded by Baxter. Sheehan accepted the nomination. The motion was passed without dissent.

Sheehan appointed Lynch as the committee's vice chair.

II. Approval of January 14, 2025 Committee Summary

Motion by Ellinger to approve the January 14, 2025 General Government and Planning Committee Summary. Seconded by Wu. The motion passed without dissent.

III. Urban Growth Master Plan Update

Sam Castro, a consultant with TSW, presented the most recent update on the UGMP, a project that began in November 2023. First, she reviewed the plan's intent, followed by their means of public engagement. Design principles, formed through residential and commercial market analysis, include having a mix of housing types, diversity of uses, gentle density, connectivity, multimodal transportation, and sustainability. Regulation changes came in concurrence (mixed use), open space, and circulation.

On October 31, 2024, one year after the project began, the Planning Commission voted unanimously to include the Urban Growth Master Plan in the 2045 Comprehensive Plan. The standards our planning team set with this plan have been nationally recognized. Upcoming action items include the Complete Streets Design Manual, the Infrastructure Funding Plan, the Parkland Dedication Ordinance, and the Zoning Ordinance Text Amendments.

The Parkland Dedication Ordinance will determine the standard for how much land should become parkland as part of our infrastructure process. This recommendation is in its early stages, but the committee could receive a presentation at the end of 2025. Planning provided existing property and landowners, less than 100, the opportunity to meet and discuss the plan. Planning expects most developers to wait to file for a zone change until we have the details of the Infrastructure Funding Plan.

No action was taken on this item.

IV. Lexington's Growth Management Program

Hal Baillie, Long-Range Planning Manager, presented the program, which is based on Theme E, Goal 4 in the 2045 Comprehensive Plan. This program will construct the process for future growth and preservation decisions. The Council will provide its input and adopt it as an amendment to the elements of the Comprehensive Plan by August 1, 2026.

He reviewed the challenges of previous approaches. Those challenges led to the recommendations in the 2018 Comprehensive Plan to improve our growth management processes. The prior work of the Sustainable Growth Task Force and the Goal 4 Work Group will aid in establishing the process. The Sustainability Growth Task Force developed baseline data in 2020 and Planning staff updated it in 2024. That data will be in the Imagine Lexington Data Research Center, which will serve as a transparent data source of ongoing development trends, land vacancy, demographic change, and environmental impacts. This resource should be available by the end of the month.

Planning staff will coordinate the process with the General Government and Planning Committee Chair by refining the project's scope, establishing a framework for public input, and scheduling committee reports and updates.

The chair will place this item into the committee at the 1/14/25 Work Session and add "preservation" to the title, as preservation is equally important as growth.

The committee took no action.

V. House Bill 443

Traci Wade, Planning Manager, presented HB 443, which creates a new section of KRS Chapter 100 to require that local laws dealing with subdivision plats and development plans be set out by objective standards and applied ministerially and to set out conditions for applying discretion. It was introduced in February 2024, enacted on April 4, 2024, and will become effective July 1, 2025. KRS 100 is state-enabling legislation for Planning and Zoning in the Commonwealth of Kentucky.

Currently, the Planning Commission does apply discretion when they review development plans, and they do so based on their process. Ambiguity or vagueness to applicants could be why we are seeing a change in the state law to ask for precise objective standards that are applied equally across the board to everyone and that there only be applied discretion when, under those two cases, we have an applicant ask for discretion, discretionary review, or deviation from the objective standard; or if there's a specific public health safety and welfare concern. Therefore, our Planning Commission would use its discretion only in those two cases.

Wade provided an example of vague and ambiguous wording in our current ordinance. Our development process will change to comply with HB 443 through changes to our current zoning ordinance, where we see vagueness and unobjective standards. They do not anticipate a change to the Preliminary Development Plan process with a zone change, as those requests are discretionary. There will be no change to the application, staff review, or Technical Review Committee process for Final Development Plans. A change will be seen with the Planning Commission Review of Final Development Plans, as those will now only be necessary with a waiver or deviation of the standard or if it poses a specific threat to the affected area's public health, safety, or welfare. We will see changes in the form of an amendment to Article 21, which governs our development plans.

The planning staff has met internally with division representatives to inform them of the updates. HB 443 also impacts their rules and guidelines. The staff has met with development stakeholders to review the legislation, and there will also be a follow-up meeting with them.

Planning will initiate a Zoning Ordinance Text Amendment in January. In February, they will mail notices to registered Neighborhood Associations. It will be on the agenda at the March Zoning Committee meeting. There will be a public hearing at the March Planning Commission meeting. The Council will receive the final reports in April. The Council may then refer it back to the committee for further discussion or place it on the docket for readings.

The committee took no action.

VI. Annual Review of Items in Committee

Chair Sheehan reviewed the committee's current items. The Review of Short-Term Rentals is now an annual update. Rural Short-Term Rentals will return to the Council during today's work session, where it will receive further action.

Motion by Ellinger to remove Recommendations for Ensuring the Continuous Operations for Shared Use Paths, Sidewalks, and Bike Lanes from the committee. Seconded by Curtis. The motion passed without dissent.

Councilmember Brown is the new sponsor of the Assessment and Historic Preservation of Lexington's African American Hamlets (A Sense of Place). Chair Sheehan reviewed the intent of placing Examine Opportunities to Relocate Programming and Initiatives from the Mayor's Office to Other Relevant Divisions within LFUCG into committee and will keep it on the list.

Vice Mayor Wu will now be the sponsor of the Charter Review. Councilmember LeGris will now sponsor Acquire Investor Owned or Other Properties. The Disparity Study is on the agenda of the upcoming Budget, Finance, and Economic Development Committee. Councilmember Lynch expects the Boards and Commission Comprehensive Review to be on the March agenda. Councilmember Reynolds is actively working with planning staff on two items from the Planning and Development Study: Recommendation #8 – Tighten Certification to Lock in Requirements, and Recommendation #10, Establish a Development Liaison Position. Councilmember Elliot Baxter will be the new sponsor of Electronic Billboards. Councilmembers Ellinger and Gray will now sponsor the Homelessness Need Assessment RFP. Vice Mayor Wu expects a report on the Comprehensive Plan Theme A: Equity Policies 1 & 2 Continuing Education this year.

Motion by Wu to remove Office/Residential Conversions from the committee. Seconded by Ellinger. The motion passed without dissent.

Motion by Wu to remove Two-Way Street Conversions from the committee. Seconded by Sevigny. The motion passed without dissent.

Bring Back the Bluegrass will remain on the committee referral list. The Absentee Landlords item needs to be added to an agenda for presentation this year. Chair Sheehan and Councilmember Sevigny will now sponsor the Solar Energy Systems Zoning Ordinance. Councilmember Brown will now sponsor Efficiencies in our Development Processes and Compliance with House Bill 443. The Annual Status Report on Purchase of Development Rights (PDR) Easement Acquisitions will stay with the committee chair.

Motion by Sheehan to remove Division and Program Review from the committee. Seconded by Reynolds. The motion passed without dissent.

Councilmembers Curtis and Vice Chair Lynch will now sponsor annual reports on the Lexington History Museum and Landlord and Tenant Advisory Boards, respectively. The Public Input Subcommittee continues to meet under the sponsorship of Councilmember LeGris.

Chair Sheehan adjourned the meeting at 2:43 p.m.

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0355-22

File ID:	0355-22	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Urban County Council Work Session
				File Created:	04/07/2022
File Name:	page break			**Final Action:**	

Title:

Notes:

Sponsors:		**Enactment Date:**	
Deed #:		**Hearing Date:**	
Drafter:		**Effective Date:**	

History of Legislative File

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

Text of Legislative File 0355-22

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0075-25

File ID:	0075-25	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	01/16/2025
File Name:	RouteWare Sole Source			**Final Action:**	02/20/2025

Title: A Resolution authorizing the Div. of Waste Management to purchase a software platform from RouteWare Inc., a sole source provider, and authorizing the Mayor, on behalf of the Urban County Government, to execute any necessary Agreement with RouteWare Inc. related to the procurement at a cost not to exceed $124,432. [Div. of Waste Management, Baldon]

Notes:

Sponsors:

Enactment Date: 02/20/2025

Attachments: RouteWare Androids Bluesheet Memo 1.2025, RouteWare Global Sole Source Cert- January 2025, 75-25 routeware 4906-4504-0661 v.1.docx, R-054-2025

Enactment Number: R-054-2025

Deed #:

Hearing Date:

Drafter: Mason Coffey

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	02/04/2025	Approved and Referred to Docket	Urban County Council	02/06/2025		Pass
1	Urban County Council	02/06/2025	Received First Reading	Urban County Council	02/20/2025		
1	Urban County Council	02/20/2025	Approved				Pass

Text of Legislative File 0075-25

Title

A Resolution authorizing the Div. of Waste Management to purchase a software platform from RouteWare Inc., a sole source provider, and authorizing the Mayor, on behalf of the Urban County Government, to execute any necessary Agreement with RouteWare Inc. related to the procurement at a cost not to exceed $124,432. [Div. of Waste Management,

Baldon]

Summary

Authorization to purchase hardware from RouteWare INC., a sole source provider, for the Waste Management Routing Project and continued use of RouteWare's software platform for heavy and light duty fleet in the Division of Waste Management, at a cost of $124,432. Funds are Budgeted. (L0075-25) (Baldon/Albright)

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]: **Yes** - FY 2024 portion

Account Number: 1115-303501-0001-75801

This Fiscal Year Impact: $ 124,432.00

Next Fiscal Year Impact: $ 309,480.60

Project:

Activity:

Budget Reference:

Current Balance: $ encumbered

TO: Mayor Linda Gorton
Urban County Council

FROM: Antonio Baldon, Director
Division of Waste Management

DATE: January 16, 2025

SUBJECT: Sole Source Purchase Request for RouteWare, INC to purchase new hardware devices between Lexington-Fayette Urban County Government (LFUCG) on behalf of the LFUCG Division of Waste Management and RouteWare, INC>

Request: The purpose of this memorandum is to request authorization to purchase hardware from RouteWare INC., a sole source provider, for the Waste Management Routing Project and continued use of RouteWare's software platform for heavy and light duty fleet in the Division of Waste Management, at a cost of $124,432. This hardware will be used to continue to utilize RouteWare's software platform in Waste Management heavy and light duty fleet. RouteWare INC. was one of the vendors originally selected for the Routing project to provide this service for LFUCG-Waste Management.

Authorization to: Purchase hardware from RouteWare INC., a sole source provider, for the Waste Management Routing Project and continued use of RouteWare's software platform for heavy and light duty fleet in the Division of Waste Management, at a cost of $124,432.

Why are you requesting? RouteWare INC. is the sole supplier of supported hardware devices for the RouteWare Software platform. The hardware devices are used in combination with our routing software to determine current route status, location of trucks and customer service levels. The hardware and software work in conjunction to provide route management for Waste Management.

Department needs this action completed because: Newer hardware devices are required and have been provided to continue to utilize Routeware Waste Management routing solutions as per RouteWare's End-of-Life process for windows-based RCore application.

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

The cost for this FY is: $124,432.00

The cost for future FY is: $309,480.60

Are the funds budgeted?

The funds are budgeted or a budget amendment is in process:

Account number: 1115-303501-0001-75801

File Number:

Director/Commissioner:

RESOLUTION NO. _____ - 2025

A RESOLUTION AUTHORIZING THE DIVISION OF WASTE MANAGEMENT TO PURCHASE A SOFTWARE PLATFORM FROM ROUTEWARE INC., A SOLE SOURCE PROVIDER, AND AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE ANY NECESSARY AGREEMENT WITH ROUTEWARE INC. RELATED TO THE PROCUREMENT AT A COST NOT TO EXCEED $124,432.00.

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

Section 1 – That the Division of Waste Management is authorized to purchase a software platform from RouteWare INC., a sole source provider, and authorizing the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute any necessary agreement with RouteWare INC., related to the procurement.

Section 2 – That an amount, not to exceed the sum of $124,432.00, be and hereby is approved for payment to RouteWare INC., from account #1115-303501-75801

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
75-25:MRS: 4906-4504-0661, v. 1

RESOLUTION NO. 054 - 2025

A RESOLUTION AUTHORIZING THE DIVISION OF WASTE MANAGEMENT TO PURCHASE A SOFTWARE PLATFORM FROM ROUTEWARE INC., A SOLE SOURCE PROVIDER, AND AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE ANY NECESSARY AGREEMENT WITH ROUTEWARE INC. RELATED TO THE PROCUREMENT AT A COST NOT TO EXCEED $124,432.00.

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

Section 1 – That the Division of Waste Management is authorized to purchase a software platform from RouteWare INC., a sole source provider, and authorizing the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute any necessary agreement with RouteWare INC., related to the procurement.

Section 2 – That an amount, not to exceed the sum of $124,432.00, be and hereby is approved for payment to RouteWare INC., from account #1115-303501-75801

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

PASSED URBAN COUNTY COUNCIL: February 20, 2025

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

75-25:MRS: 4906-4504-0661, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0097-25

File ID: 0097-25 **Type:** Resolution **Status:** Approved

Version: 1 **Contract #:** 023-2025 **In Control:** Urban County Council

File Created: 01/21/2025

File Name: Senior Intern Luncheon--Hyatt Regency Catering Agreement 2025 **Final Action:** 02/20/2025

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement with the Hyatt Regency Lexington, for catering services for the Senior Intern Alumni Luncheon, at a cost not to exceed $5,800. [Div. of Aging and Disability Services, Stambaugh]

Notes: In office 2/6/2025. MS
SAF in CCO 2.24.25 AA

Sponsors: **Enactment Date:** 02/20/2025

Attachments: 0097-25 Bluesheet Memo - Hyatt Agreement Sr Intern Luncheon, Hyatt Regency Senior Intern Luncheon 2025 LFUCG Contract, RESO 0097-25 -Hyatt Catering Contract 4898-8885-0708 v.1.docx, R-055-2025, Contract #023-2025 **Enactment Number:** R-055-2025

Deed #: **Hearing Date:**

Drafter: Theresa Maynard **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	02/04/2025	Approved and Referred to Docket	Urban County Council	02/06/2025		Pass
1	Urban County Council	02/06/2025	Received First Reading	Urban County Council	02/20/2025		
1	Urban County Council	02/20/2025	Approved				Pass

Text of Legislative File 0097-25

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement with the Hyatt Regency Lexington, for catering services for the Senior Intern Alumni Luncheon, at a cost not to exceed $5,800. [Div. of Aging and Disability Services, Stambaugh]

Summary

Authorization to execute a catering Contract with Hyatt Regency Lexington to provide space, AV equipment, and catering for the annual Senior Intern Alumni Luncheon on Friday, June 13, 2025. Required minimum cost is $4,000. Total cost not to exceed $5,800 depending on number of attendees. Funds are Budgeted. (L0097-25) (Stambaugh/Allen-Bryant).

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Tiffany Holskey 1/22/25

Risk Management: N/A

Fully Budgeted [select]: YES

Account Number:	1103-606102-6063-75102	$2,790.00
	1101-606102-6063-75101	$1,681.00
	1101-606102-6063-75102	$1,329.00

This Fiscal Year Impact: Not to exceed $5,800

Annual Impact: N/A

Project:

Activity:

Budget Reference:

Current Balance:	1103-606102-6063-75102	$3,658.16
	1101-606102-6063-75101	$3,628.10
	1101-606102-6063-75102	$3,200.00

MAYOR LINDA GORTON

LEXINGTON

Kacy Allen-Bryant
COMMISSIONER
SOCIAL SERVICES

TO: Mayor Linda Gorton
Honorable Members, Urban County Council

FROM: Kacy Allen Bryant, Commissioner of Social Services

DATE: January 24, 2025

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

Request:

Request Council Authorization for the Mayor to execute a Catering Contract with the Hyatt Regency Lexington for catering services for the annual Senior Intern Alumni Luncheon on Friday, June 13, 2025.

Purpose:

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

Budgetary Implication:

The required minimum for the contract is $4,000. Total cost not to exceed $5,800, depending on the number of attendees.

Are the funds budgeted?

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

1103-606102-6063-75102	$2,790
1101-606102-6063-75101	$1,681
1101-606102-6063-75102	$1,329

File Number: 0097-25
Director/Commissioner: Kristy Stambaugh / Kacy Allen-Bryant

HYATT REGENCY LEXINGTON
401 W HIGH STREET
LEXINGTON, KY 40507- US
Telephone: (859) 253-1234
Fax: (859) 254-7430

January 17, 2025

CATERING CONTRACT

GROUP NAME: LFUCG – AGING SERVICES
FUNCTION NAME: SENIOR INTERN ALUMNI LUNCHEON
CONTACT NAME: KRISTY STAMBAUGH
ADDRESS: 200 EAST MAIN STREET
LEXINGTON, KY 40502
PHONE NUMBER: (859) 351-7751
EMAIL ADDRESS: kstambau@lexingtonky.gov

Day	Date	Function	Function Room	Time	# of guests	Room Rental
FRIDAY	6/13/25	SENIOR INTERN ALUMNI LUNCHEON	REGENCY BALLROOM	10:30AM – 2:00PM	230	Waived when food and beverage minimum is met

LFUCG – DEPARTMENT OF SOCIAL SERVICE ("Group") and HYATT REGENCY LEXINGTON ("Hotel") agree as follows:

DEFINITE BOOKING
Once you sign and return this agreement, your reservation will be confirmed and considered a definite booking. This signed contract is due on 2/28/25.

MINIMUM REVENUE COMMITMENT
Based on the approximate number of guests set forth above, a minimum of $4,000.00 in combined banquet food and beverage will be spent at your function. This minimum does not include guestroom charges, service charges, any applicable taxes, labor charges, audiovisual, or any other miscellaneous charges incurred. Should the minimum revenue not be achieved, the remaining balance will be applied as meeting room rental.

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

Less than six (6) months to one (1) month from arrival date (75% of estimate revenue) - $3,000.00
Less than one (1) month up to arrival date (90% of estimate revenue) - $3,600.00

Cancellations made under this provision shall be made by the canceling party to the non-canceling party by written notice and payment of the liquidated damages due at that time.

Failure to remit payment when due will result in Group's cancellation of this Agreement and Group shall be liable for the Cancellation Fee as set forth herein.

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

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

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

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

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

TAXES
All federal and local taxes / charges which may be imposed or be applicable to this agreement and to the service rendered by the Hotel are in addition to the prices herein agreed upon, and the Group agrees to pay them.
Groups that are tax exempt in the State of Kentucky must provide a copy of their Kentucky tax exemption certificate at the time of signing this agreement to qualify.

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

PAYMENT
In some instances, the hotel may approve direct billing. The completed request for direct billing form must be received by the hotel at contract signing to be considered for direct billing. Should billing be approved, the balance of the account is due and payable no later than thirty (30) days after the date of the function.

Hotel will assess and retain a mandatory surcharge of 3% on all charges settled by the group via credit card. This surcharge is not included in the rates, charges and fees listed in the Contract and is assessed to cover the cost of our acceptance of payment by credit card. This surcharge applies to all credit card payments, including those for cancellation and attrition charges. The surcharge is assessed without regard to credit card brand. Payments using debit cards are excluded. Please inform us when using a debit card. The mandatory surcharge will be sent out in our invoice to the group once the final amount of the bill is determined and will be collected at the time payment is made.

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

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

To the extent permitted by law, Group agrees to defend, indemnify, and hold harmless Hotel from and against all claims, actions, causes of action, or liabilities, including reasonable attorneys' fees, arising out of or resulting from any act undertaken or committed by Group or any contractors hired or engaged by the Group in connection with performance of Group's obligations under this Agreement. To the extent permitted by law, Group also agrees to defend, indemnify, and hold harmless Hotel from any liability resulting from any claim, action or cause of action, which may be asserted by third parties arising out of the performance of Group's obligations pursuant to this Agreement, except those actions which are due to the misconduct or negligence of Hotel. This shall not be deemed a waiver of sovereign immunity or any third-party defense.

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

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

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

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

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

PRIVACY OF PERSONAL INFORMATION
Hotel complies with the Global Privacy Policy for Guests which is available at http://privacy.hyatt.com (the "Privacy Policy"). If applicable, Group agrees to inform guests or event attendees at the hotel ("Guests")

where they may access the Privacy Policy. Group affirms that it (and its agent of record, if applicable) is authorized to provide, request, and receive information pertaining to Guests as is necessary pursuant to the Guests' hotel stay, event attendance or under this Agreement. Further, Hotel will protect and use personal data about Guests that Hotel receives in connection with its performance of this Agreement and as set forth in the Privacy Policy.

BINDING AGREEMENT

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

Date: _____

Signature: _____
Mayor Linda Gorton
Lexington Fayette Urban County Government

Date: _____

Signature: _____
Todd Garvin
Director of Sales
Hyatt Regency Lexington

Date: _____

Signature: _____
Lauren Fettinger
Catering Sales Manager
Hyatt Regency Lexington

RESOLUTION NO. _____ - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH THE HYATT REGENCY LEXINGTON, FOR CATERING SERVICES FOR THE SENIOR INTERN ALUMNI LUNCHEON, AT A COST NOT TO EXCEED $5,800.00.

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 an agreement, which is attached hereto and incorporated herein by reference, with the Hyatt Regency Lexington, for catering services for the Senior Intern Alumni Luncheon.

Section 2 – That an amount, not to exceed the sum of $5,800.00, be and hereby is approved for payment to the Hyatt Regency Lexington, from account #1103-606102-75102 ($2,790.00), account #1101-606102-75101 ($1,681.00), and from account #1101-606102-75102 ($1,329.00), 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
0097-25:TAH:4898-8885-0708, v. 1

RESOLUTION NO. 055 - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH THE HYATT REGENCY LEXINGTON, FOR CATERING SERVICES FOR THE SENIOR INTERN ALUMNI LUNCHEON, AT A COST NOT TO EXCEED $5,800.00.

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 an agreement, which is attached hereto and incorporated herein by reference, with the Hyatt Regency Lexington, for catering services for the Senior Intern Alumni Luncheon.

Section 2 – That an amount, not to exceed the sum of $5,800.00, be and hereby is approved for payment to the Hyatt Regency Lexington, from account #1103-606102-75102 ($2,790.00), account #1101-606102-75101 ($1,681.00), and from account #1101-606102-75102 ($1,329.00), 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: February 20, 2025

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0097-25:TAH:4898-8885-0708, v. 1

HYATT REGENCY LEXINGTON
401 W HIGH STREET
LEXINGTON, KY 40507- US
Telephone: (859) 253-1234
Fax: (859) 254-7430

January 17, 2025

CATERING CONTRACT

GROUP NAME: LFUCG – AGING SERVICES
FUNCTION NAME: SENIOR INTERN ALUMNI LUNCHEON
CONTACT NAME: KRISTY STAMBAUGH
ADDRESS: 200 EAST MAIN STREET
LEXINGTON, KY 40502
PHONE NUMBER: (859) 351-7751
EMAIL ADDRESS: kstambau@lexingtonky.gov

Day	Date	Function	Function Room	Time	# of guests	Room Rental
FRIDAY	6/13/25	SENIOR INTERN ALUMNI LUNCHEON	REGENCY BALLROOM	10:30AM – 2:00PM	230	Waived when food and beverage minimum is met

LFUCG – DEPARTMENT OF SOCIAL SERVICE ("Group") and HYATT REGENCY LEXINGTON ("Hotel") agree as follows:

DEFINITE BOOKING
Once you sign and return this agreement, your reservation will be confirmed and considered a definite booking. This signed contract is due on 2/28/25.

MINIMUM REVENUE COMMITMENT
Based on the approximate number of guests set forth above, a minimum of $4,000.00 in combined banquet food and beverage will be spent at your function. This minimum does not include guestroom charges, service charges, any applicable taxes, labor charges, audiovisual, or any other miscellaneous charges incurred. Should the minimum revenue not be achieved, the remaining balance will be applied as meeting room rental.

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

Less than six (6) months to one (1) month from arrival date (75% of estimate revenue) - $3,000.00
Less than one (1) month up to arrival date (90% of estimate revenue) - $3,600.00

Cancellations made under this provision shall be made by the canceling party to the non-canceling party by written notice and payment of the liquidated damages due at that time.

Failure to remit payment when due will result in Group's cancellation of this Agreement and Group shall be liable for the Cancellation Fee as set forth herein.

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

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

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

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

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

TAXES
All federal and local taxes / charges which may be imposed or be applicable to this agreement and to the service rendered by the Hotel are in addition to the prices herein agreed upon, and the Group agrees to pay them.
Groups that are tax exempt in the State of Kentucky must provide a copy of their Kentucky tax exemption certificate at the time of signing this agreement to qualify.

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

PAYMENT
In some instances, the hotel may approve direct billing. The completed request for direct billing form must be received by the hotel at contract signing to be considered for direct billing. Should billing be approved, the balance of the account is due and payable no later than thirty (30) days after the date of the function.

Hotel will assess and retain a mandatory surcharge of 3% on all charges settled by the group via credit card. This surcharge is not included in the rates, charges and fees listed in the Contract and is assessed to cover the cost of our acceptance of payment by credit card. This surcharge applies to all credit card payments, including those for cancellation and attrition charges. The surcharge is assessed without regard to credit card brand. Payments using debit cards are excluded. Please inform us when using a debit card. The mandatory surcharge will be sent out in our invoice to the group once the final amount of the bill is determined and will be collected at the time payment is made.

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

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

To the extent permitted by law, Group agrees to defend, indemnify, and hold harmless Hotel from and against all claims, actions, causes of action, or liabilities, including reasonable attorneys' fees, arising out of or resulting from any act undertaken or committed by Group or any contractors hired or engaged by the Group in connection with performance of Group's obligations under this Agreement. To the extent permitted by law, Group also agrees to defend, indemnify, and hold harmless Hotel from any liability resulting from any claim, action or cause of action, which may be asserted by third parties arising out of the performance of Group's obligations pursuant to this Agreement, except those actions which are due to the misconduct or negligence of Hotel. This shall not be deemed a waiver of sovereign immunity or any third-party defense.

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

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

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

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

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

PRIVACY OF PERSONAL INFORMATION
Hotel complies with the Global Privacy Policy for Guests which is available at http://privacy.hyatt.com (the "Privacy Policy"). If applicable, Group agrees to inform guests or event attendees at the hotel ("Guests")

where they may access the Privacy Policy. Group affirms that it (and its agent of record, if applicable) is authorized to provide, request, and receive information pertaining to Guests as is necessary pursuant to the Guests' hotel stay, event attendance or under this Agreement. Further, Hotel will protect and use personal data about Guests that Hotel receives in connection with its performance of this Agreement and as set forth in the Privacy Policy.

BINDING AGREEMENT

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

Date: 2/20/2025

Signature: Linda Gorton
Mayor Linda Gorton
Lexington Fayette Urban County Government

Date: 1/24/25

Signature:
Todd Garvin
Director of Sales
Hyatt Regency Lexington

Date: 1/24/2025

Signature: Lauren Fettinger
Lauren Fettinger
Catering Sales Manager
Hyatt Regency Lexington

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0105-25

File ID: 0105-25 **Type:** Resolution **Status:** Approved

Version: 2 **Contract #:** 019-2025 **In Control:** Urban County Council

File Created: 01/22/2025

File Name: Request Council authorization to submit a grant application requesting $147,451 in federal and state funding, and to accept an award if offered, to the Bluegrass Area Development District for operation of the Lexington Senior Center in FY 2026, the accept

Final Action: 02/06/2025

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute and submit a Grant Application to Bluegrass Area Development District, for operation of the Lexington Senior Center in FY 2026, to provide any additional information requested in connection with this Grant Application, and to accept this Grant if awarded, the acceptance of which obligates the Urban County Government for the expenditure of $283,124 as a local match, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Aging and Disability Services, Stambaugh]

Notes: Signed and CILOO filed in the CCO. Returned to Celia Moore 2/12/2025. MS

SAF in the cco. REturned to Celia Moore 6/26/2025. MS

Sponsors:

Enactment Date: 02/06/2025

Attachments: 25-Bluesheet Memo - Lex Senior Center, RESO 0105-25 4906-5185-7687 v.1.docx, R-039-2025, Contract #019-2025, Contract #019-2025

Enactment Number: R-039-2025

Deed #:

Hearing Date:

Drafter: Katrina James

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	Urban County Council Work Session	02/04/2025	Approved and Referred to Docket	Urban County Council	02/06/2025		Pass
2	Urban County Council	02/06/2025	Received First Reading	Urban County Council	02/06/2025		
2	Urban County Council	02/06/2025	Suspended Rules for Second Reading				Pass
2	Urban County Council	02/06/2025	Approved				Pass

Text of Legislative File 0105-25

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute and submit a Grant Application to Bluegrass Area Development District, for operation of the Lexington Senior Center in FY 2026, to provide any additional information requested in connection with this Grant Application, and to accept this Grant if awarded, the acceptance of which obligates the Urban County Government for the expenditure of $283,124 as a local match, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Aging and Disability Services, Stambaugh]

Summary

Authorization to submit a Grant Application to the Bluegrass Area Development District, and to accept the Grant if awarded, for Grant funds in the amount of $147,451 in federal and state funding, for the operation of the Lexington Senior Center in FY2026. Acceptance obligates LFUCG to provide a match in the amount of $283,124. (L0105-25)

(Stambaugh/Allen-Bryant)

Budgetary Implications: Yes

Advance Document Review:

Law: N/A

Risk Management: N/A

Fully Budgeted: Budget amendment will be completed if approved.

Account Number:

This Fiscal Year Impact: $430,575

Annual Impact: $0

Project:

Activity:

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

THERESA REYNOLDS
DIRECTOR
GRANTS & SPECIAL PROGRAMS

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

FROM: **THERESA REYNOLDS, DIRECTOR**
DIVISION OF GRANTS AND SPECIAL PROGRAMS

DATE: **JANUARY 21, 2025**

SUBJECT: **Senior Center Grant Application for Fiscal Year 2026**

Request: Council authorization to submit a grant application requesting $147,451 in federal and state funding, and to accept an award if offered, to the Bluegrass Area Development District for operation of the Lexington Senior Center in FY 2026, the acceptance of which obligates the government to provide match in the amount of $283,124.

Purpose of Request: A grant application has been prepared by the Department of Social Services for submission to the Bluegrass Area Development District (BGADD) requesting federal funds in the amount of $147,451 under Title III of the Older Americans Act for operation of the Lexington Senior Center in FY 2026. The Lexington Senior Center is a multi-purpose community focal point for services to persons 60 and older in Fayette County. Basic center operations include advocacy, counseling, education, health promotion, access to legal assistance, outreach, recreation, and telephone reassurance. Grant-funded staff includes a Center Director, a Social Worker, a Social Worker Senior, a Staff Assistant Senior and an Administrative Specialist Senior.

What is the cost in this budget year and future budget years? It is anticipated that federal and state funds in the amount of $147,451 will be available for operations in FY 2026. The minimum local match required for the operation of the project is 15%; however, the amount that is being requested in the FY 2026 general fund budget for grant match is $283,124. The total cost of operations for this project is $430,575. Funds for future budget years are dependent upon federal allocations.

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

File Number: 0105-25

Director/Commissioner: Stambaugh/Allen-Bryant

RESOLUTION NO. _____ - 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AND SUBMIT A GRANT APPLICATION TO BLUEGRASS AREA DEVELOPMENT DISTRICT, FOR OPERATION OF THE LEXINGTON SENIOR CENTER IN FY 2026, TO PROVIDE ANY ADDITIONAL INFORMATION REQUESTED IN CONNECTION WITH THIS GRANT APPLICATION, AND TO ACCEPT THIS GRANT IF AWARDED, THE ACCEPTANCE OF WHICH OBLIGATES THE URBAN COUNTY GOVERNMENT FOR THE EXPENDITURE OF $283,124.00 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 Bluegrass Area Development District, to provide any additional information requested in connection with this Grant Application, and to accept this Grant if awarded, which grant funds to operate the Lexington Senior Center in FY 2026, the acceptance of which obligates the Urban County Government to the expenditure of $283,124.00 as a local match.

Section 2 - That subject to the provisions of Section 7-48 of the Lexington-Fayette Urban County Government Code of Ordinances, the Mayor is hereby authorized, in her discretion as Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or capital account appropriation within the Grant budget established for this Grant.

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

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL

4906-5185-7687, v. 1

RESOLUTION NO. 039 - 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AND SUBMIT A GRANT APPLICATION TO BLUEGRASS AREA DEVELOPMENT DISTRICT, FOR OPERATION OF THE LEXINGTON SENIOR CENTER IN FY 2026, TO PROVIDE ANY ADDITIONAL INFORMATION REQUESTED IN CONNECTION WITH THIS GRANT APPLICATION, AND TO ACCEPT THIS GRANT IF AWARDED, THE ACCEPTANCE OF WHICH OBLIGATES THE URBAN COUNTY GOVERNMENT FOR THE EXPENDITURE OF $283,124.00 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 Bluegrass Area Development District, to provide any additional information requested in connection with this Grant Application, and to accept this Grant if awarded, which grant funds to operate the Lexington Senior Center in FY 2026, the acceptance of which obligates the Urban County Government to the expenditure of $283,124.00 as a local match.

Section 2 - That subject to the provisions of Section 7-48 of the Lexington-Fayette Urban County Government Code of Ordinances, the Mayor is hereby authorized, in her discretion as Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or capital account appropriation within the Grant budget established for this Grant.

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

PASSED URBAN COUNTY COUNCIL: February 6, 2025

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0105-25:WDR:4906-5185-7687, v. 1

BLUEGRASS AREA DEVELOPMENT DISTRICT

AREA AGENCY ON AGING

AND

INDEPENDENT LIVING

REQUEST FOR LETTERS OF INTEREST AND
STATEMENTS OF QUALIFICATION

FOR

Title III B, C-1, C-2,

Fiscal Years

July 1, 2025 – June 30, 2026

July 1, 2026 - June 30, 2027

July 1, 2027 – June 30, 2028

Title III B, C-1, C-2 Services Coversheet

Legal Name of Organization	**Lexington-Fayette Urban County Government**		
Address	**200 East Main Street, Lexington, KY 40507**		
Program Contact Person	**Kristina Stambaugh**	E-Mail	kstambau@lexingtonky.gov
Fiscal Contact Person	**Theresa Reynolds**	E-Mail	teresar2@lexingtonky.gov
Phone Number	**(859) 278-6072**	Fax	**(859) 277-4843**
Website Address	**www.lexingtonky.gov**		

Legal Form of Organization

Check Designation

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

Federal Tax ID #	61-0858140	KY State Tax ID #	CT34100

Geographic Area To Be Served

Check Designation

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

Program Applying For

Check Designation

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

Linda Gorton — **Mayor**

Name of Authorized Official — **Title**

Linda Gorton — 2/12/2025

Signature of Authorized Official — **Date**

Title III B, C-1 & C-2 Program

Request for Letter of Interest/Qualification (RFI)

July 1, 2025 – June 30, 2028

Bluegrass Area Development District/ Area Agency on Aging & Independent Living

699 Perimeter Dr.
Lexington, KY 40517
859-269-8021
www.bgadd.us
www.bgaaail.org

Mission Statement:

- Advocate on behalf of older and disabled Kentuckians to address issues that affect their quality of life in the Bluegrass Area Development District. Develop community-based systems of care that promote independence and protect the quality of life of older persons and young functionally impaired adults;
- Promote citizen involvement in the planning and delivery of services;
- Coordinate with other agencies and community service providers to ensure the efficient and effective integration of services for the aging and functionally impaired population;
- Provide leadership for continued involvement of older and functionally impaired persons in the mainstream of the Bluegrass District;
- Support and promote the rights and dignity of the elderly and functionally impaired in Long Term Care Facilities and in the Bluegrass Community.

Introduction and Statement of Purpose:

In accordance with the Older Americans Act of 1965 and regulations thereto, Bluegrass Area Development District (BGADD) is the designated Area Agency on Aging and Independent Living in the Bluegrass District. The Area Agency on Aging and Independent Living (BGAAAIL) is responsible for administering federal and state-funded programs and services for individuals age 60 and older.

The geographical region for which services are available for eligible persons include: Anderson, Bourbon, Boyle, Clark, Estill, Fayette, Franklin, Garrard, Harrison, Jessamine, Lincoln, Madison, Mercer, Nicholas, Powell, Scott and Woodford Counties in Kentucky.

BGADD is seeking interest from organizations experienced and qualified to provide Title III Supportive Services, Congregate and Home Delivered Meals for the target populations described under KRS 205.204, KRS 205.455-205.465, 910 KAR 1:170, 910 KAR 1:190, and 910 KAR 1:220. These regulations may be found at www.lrc.ky.gov/kar/titles.htm.

The period in which services are to be performed is July 1, 2025 – June 30, 2026, with the option to extend the provision of services for subsequent fiscal year(s) up to a maximum of three (3) years, contingent upon the availability of funding, satisfactory performance of services, compliance with the provisions of the awarded contract and mutual agreement by both parties. BGADD reserves the right to extend the procurement period as necessary to ensure the continuous delivery of services for seniors in the region. The type of contract and payment method will be a firm fixed unit price. Payment is based on services authorized by BGADD and delivered by the successful provider(s) or its subcontractor(s). All costs incurred prior to the date of the contract award are not allowable for reimbursement from BGADD through this process.

BGADD has no legal liability for payment of funds or award of a contract until funds are made available to BGADD for this procurement and notice of such availability, to be confirmed in writing by the Bluegrass Aging and Independent Living Director, is provided to the Contractor.

ExParte contact with any member of the Bluegrass Aging Advisory Council, BGADD staff and/or BGADD Board of Directors in an effort to provide information or influence a recommendation outside a scheduled public meeting established by BGADD shall be grounds for disqualification of the proposal from further consideration of funding.

All organizations, if funded shall give priority to low-income, rural and minority seniors in the delivery of its services funded through BGADD. Applicants must meet the minimum requirements and complete the application document in its entirety, with submission of documents as requested, to be eligible for consideration of funding.

BGADD allocates the funds it receives for Aging Direct Services to clients through a network of providers established through the procurement process. Successful applicants will be expected to offer a high-quality service and carry out the services as represented in the application while meeting expected outcomes. BGADD reserves the right to negotiate with eligible applicants with regards to the scope of work, service area, budget and special provisions. All applicants eligible for consideration and meeting specified standards for a successful proposal will be given equal opportunity for negotiation. **BGADD seeks to serve the greatest number of clients with the highest standard of quality care.** BGADD reserves the right to accept or reject any or all proposals meeting minimum requirements for consideration. Upon final selection of successful applications submitted in response to the RLI, all proposals, with the exception of proprietary information, shall become public documents of BGADD and shall be open for review by the public.

Geographic Region

The Bluegrass Area Agency on Aging and Independent Living service area for this procurement process is comprised of the following counties: Anderson, Bourbon, Boyle, Clark, Estill, Fayette, Franklin, Garrard, Harrison, Jessamine, Lincoln, Madison, Mercer, Nicholas, Powell, Scott and Woodford. Clients served through the Aging programs must reside in the BGADD region. Madison County has a senior center in Richmond and Berea. Funding and services must be provided in both locations. Based on the Census 2020 projections, Bluegrass is home to 189,683 persons 60 and older. This represents slightly higher than 8% growth rate since 2010.

As the demographics of our communities continue to shift and change, our programs and service network must adjust to meet the needs and provide opportunities for its citizens. In particular, the senior service network must continue to develop and evolve into a system that has the ability to reach all of its older adults who currently need or potentially need services in the home and community setting.

As more individuals choose to remain in the community and their homes, it is the responsibility of the provider network to offer services in a manner that will allow for continued independence. Applicants shall consider if the current services, programs and activities that exist within the community and provider network are appropriate to meet the needs of older individuals utilizing services over the next ten to twenty years. **Applicants are encouraged to evaluate the effectiveness and quality of the current system and offer progressive services to meet the current and changing environment of the future.** It is necessary to maintain the momentum of creating a progressive network of opportunities and assure the availability of services to all members of a community and particularly its older members.

Title III Overview

The Older Americans Act, Section 301.(a)(1), states,"...the purpose of this title is to encourage and assist State agencies and Area Agencies on Aging to concentrate resources in order to develop greater capacity and foster development and implementation of comprehensive and coordinated systems to serve older individuals by entering into new cooperative arrangements...for the planning, and for the provision of, supportive services, and multipurpose senior centers." This network of services is intended to be designed to facilitate older individuals' ability to secure and maintain maximum independence and dignity in a home environment with appropriate supportive services; remove individuals and social barriers to economic personal independence; provide a continuum of care for vulnerable older individuals; and secure the opportunity for older individuals to receive managed in-home and community-based long-term care services.

Thus, Older Americans Act services are intended to be provided through cooperative and collaborative efforts with state and local governments, communities, and other entities interested in assuring the seniors residing in their communities are able to access quality services and are able to live healthy, independent and secure lives as long as they can in the environments of their choice. This collaborative effort is met through a variety of means

including but not limited to a variety of funding sources, donations, in-kind support, facilities, staffing support and volunteers. The goal is to create, maintain and continuously develop a strong network of programs and services that will enrich the lives of seniors in a variety of ways.

A multipurpose senior center serves as a focal point for a designated geographical area to ensure equity and inclusivity as well as provide comprehensive and coordinated service delivery for the older individuals and their caregivers who live in that area. Services should be designed to serve varying populations ensuring equity and inclusion to all Older Adults. Each multipurpose senior center shall have a full-time center director and appropriate number of qualified staff/volunteers to administer programs offered at the center and to provide quality service. At a minimum, a multipurpose senior center shall be open six (6) hours per day and five (5) days per week.

A multipurpose senior center must utilize Title III service funds to provide the following:

- Wellness programs
- Services must be developed in coordination with other community Agencies/Groups
- Strengthening of regional coordination of services (outreach, information & assistance)
- Development of programs to provide community opportunities for older adults
- Arrange and/or assist seniors in transportation to and from the multipurpose senior center
- Arrange and/or assist seniors with non-emergency medical transportation needs

Eligible Populations

Title III B Supportive Services:

The primary consumers for senior programs and services are individuals aged 60 and older, their families, and caregivers as well as other targeted populations as noted in the Older Americans Act (including low-income elders, low-income minority elders, older individuals living in rural areas, older individuals with limited English proficiency, and persons with disabilities) who reside in the Bluegrass Service Area. A potential Title III provider serves and is responsive to all older adults in the community. Members of the community at large are secondary consumers, benefiting from the education and advocacy around aging issues provided by the agency.

Title III C-1 Congregate Meals

The service provider will provide congregate meals that are designed to meet the daily allowance as established by the 910 KAR 1:190 and shall be consumed in the congregate setting located in the eighteen senior centers and additional nutrition sites in the Bluegrass Area. Meals will be prepared by a procured caterer for each county and delivered to the senior center for service daily.

Eligibility for Congregate meals shall be based on the following criteria:

- A person aged sixty (60) or older and the spouse of that person;
- Has a disability and resides at home with the eligible older individual;
- Volunteer providing services during meal hours; or
- An individual under age sixty (60) who has a disability and resides in a housing facility primarily occupied by older individuals at which congregate nutrition services are provided

Title III C-2 Home Delivered Meals

The service provider will provide home delivered meals that are designed to meet the daily allowance as established by the 910 KAR 1:190 and shall be delivered to the home settings located in the Bluegrass area.

Eligibility for Title III Home Delivered meals shall be based on the following criteria:

- A person aged sixty (60) or older or the spouse of that person;
- The person is unable to attend a congregate site because of illness or an incapacitating disability; and
- Does not have a person in the home able to prepare a nutritious meal on a regular basis; or
- Is under age sixty (60), has a disability and resides with a homebound individual aged sixty (60) or over

Organizations submitting proposals must be able to provide all services in the program applying for.

Services are as listed:

Title III B Services

- Information and Assistance
- Advocacy
- Education
- Assisted Transportation
- Friendly Visiting (in home)
- Health Promotion
- Recreation
- Outreach
- Telephone Reassurance
- Transportation

Title III C Nutrition Services

- Title III C-1 Congregate Meals
- Title III C-2 Home Delivered Meals
- Nutrition Education
- Nutrition Counseling (Referral system)

Minimum Requirements to Apply:

Organizations wishing to submit letters of interest must meet the minimum qualifying requirements. Submit response and back up documentation to each of these items explaining how your organization meets the 10 qualifying requirements.

1. Meet all requirements as stated in KRS 194A.010, 194A.050, 205.204(2), 910 KAR 1:170, 1:190 and 1:220.
2. Submit financial statement showing availability of funds to support the cost of providing services to ensure service delivery continues throughout the contracted period and continuation of services occurs until reimbursement for services is made. Indicate if the agency has ever filed for bankruptcy or restructuring under the U.S. bankruptcy code.
3. Must be able to provide the minimum required match toward the overall cost of the program. Complete attached form.
4. Must have a financial management system established and capable of tracking revenue and expenditures by funding stream or program.
5. Organizations must either be registered with the Secretary of State's Office if incorporated, possess a current 501(C) 3 certificate to conduct business as a not-for-profit organization, or shall possess at the time of application, a Business License issued by the Commonwealth of Kentucky. Additionally, organizations shall not be barred from conducting business with the Federal Government as presented on the federal Debarment and Suspension list. Organizations must possess a Federal and Kentucky State tax identification number. Submit a copy of all federal, state and local licenses, certifications, permits and authorities allowing the agency to legally operate the services being proposed.
6. The applicant must have a minimum of three (3) years of experience in the delivery of services to older adults. Explain in detail the level of experience the agency has in operating a senior center. Provide a list of community partners that directly enhance the senior center.
7. Must possess computer hardware and software that meets the minimum standards established by BGADD for purposes of reporting and communicating electronically. Must have in place a reporting system to provide information outcomes and time records for each service delivered. Provider will be responsible for all service input for data records into the mandated Mon Ami database. Any provider failing to maintain the data system or service entry will be terminated. Must ensure an electronic security system in place to comply with HIPPA regulations of privacy.
8. Applicant has secured, or has made arrangements to secure, facilities where services are to be coordinated which meet federal accessibility requirements and OSHA standards for safety and cleanliness. Provide the address of this location.
9. Staff are available to deliver the services as proposed beginning July 1, 2025. Have completed a criminal records check (KRS 216.785, 216.787, 216.793), Central Abuse Registry check, Nurse Aide Abuse Registry check and APS Caregiver Misconduct Registry check with a clean record prior to hire and are licensed or trained as necessary to complete the service to be delivered.
10. Provide or arrange for appropriate general liability insurance coverage which includes premise liability, service liability and product liability.

Provider Responsibilities:

1. Assure the provision of services throughout the county/counties selected to serve. (Title III B funding split between Richmond and Berea in Madison County must be approved by BGADD).
2. Provide the required match. Total amount based on budget for each county being served.
3. Assure that all employees are paid a livable wage for work performed under this contract.
4. Assure that a staff person knowledgeable about aging program services will answer telephone calls from clients, caregivers, BGADD and other providers during normal business hours specified in the application response.
5. Treat clients in a respectful and dignified manner, involve the client and caregiver in the delivery of services and provide services in a timely and safe manner.
6. Assure all employees are trained in HIPPA regulations and insure client confidentiality.
7. Assure all employees are trained annually in Elder Abuse Prevention and Cultural Competency.
8. Assure only employees will be in the client home during service provision. No visitors may accompany an employee to a client's home.
9. Permit staff of BGADD and the Cabinet for Health and Family Services to monitor and evaluate services delivered.
10. Assure that each staff member meets minimum qualifications and training standards established by the Cabinet for Health and Family Services.
11. Assure supervisors participate in training arranged through BGADD or an established subcontractor that meets the same standards for training as required.
12. Maintain written job descriptions for staff and voluntary positions involved in direct service delivery and maintain written personnel policies and wage scales.
13. Designate a supervisor to ensure staff providing services are provided professional supervision and monitor the timeliness and quality of service delivery.
14. Transfer of Client Records- In the event an agreement with BGADD is terminated, copies of all appropriate records of all active clients and/or participant data shall be provided to the new Contractor. The out-going provider must continue to provide services through entire contracted fiscal year.
15. Provide or arrange for appropriate general liability insurance coverage which includes premise liability, service liability and product liability. Provide or arrange for appropriate insurance coverage to protect volunteers from personal liabilities.
16. Provide and/or secure appropriate orientation prior to the delivery of services and continued in-service training annually for staff responsible for the provision of services.
17. Utilize the electronic data system adopted by BGADD and follow BGADD instructions for input and maintenance of client data, case notes and communication with BGADD. Annual service agreement charges and licenses will be covered by BGADD.

18. Follow BGADD procedures for reporting units of service in the Mon Ami system and adjustment of the units and charges for the delivery of services in the event an error is identified. Units in excess of those identified as having been provided will not be approved or paid without prior authorization by the BGADD. If an error is found in reporting and units billed, BGADD must be notified to make needed adjustments immediately. BGADD reserves the right to adjust its policy on adjustments to units of service, if necessary, to comply with its data and reporting requirements to the Cabinet for Health and Family Services.
19. Ensure the accuracy of reports, units of service and clients served on a monthly basis. Provide signed original invoices to BGADD monthly by the 8th of the following month, which will be specified in the contract.
20. Subcontracting is prohibited without prior written approval from BGADD.
21. Notify Adult Protective Services and BGADD when potentially unsafe and/or hazardous conditions exist that may place the client, or others in imminent danger.
22. Notify Adult Protective Services and BGADD when there are suspicions of abuse, neglect or exploitation regardless of suspected perpetrator in accordance with KRS 209.
23. Implement a plan that addresses how clients will be served and the procedures that will be instituted in the event an emergency or disaster occurs. Explain how clients will be assisted during the emergency or unexpected event. Emergency preparedness and service plans shall include services for homebound persons during pandemic illness and reducing the spread of disease through protocols established for the delivery of service. Ensure services will continue in a safe manner in the event bedbugs are found to be in a client's home or in the senior center facility. Ensure all staff has a copy of and/or understanding of the organizations' emergency preparedness plan.
24. Must have a financial audit conducted in compliance with Governmental Auditing Standards to be submitted to BGADD by October following the end of the fiscal year.

Services and Unit Price:

The Title III services will be reimbursed at a firm fixed unit price. This maximum allowable firm fixed unit price has been established based on several factors, such as the current reimbursement rate for services, and the review of the fixed unit price of other providers from similar Area Development Districts in Kentucky. Payment will only be reimbursed for services actually provided. Adjustments will be allowed only when program requirements or regulations are changed which require adjustments to the awarded contract. Applicants may submit firm fixed unit rates less than, but not greater than the amounts listed.

Firm Fixed Unit Price for Title III B Services:

- Advocacy 1 hour = 1 unit $ 9.50 per unit
- Counseling 1 hour = 1 unit $16.00 per unit
- Education 1 hour = 1 unit $ 8.00 per unit
- Employment Services 1 hour = 1 unit $ 7.00 per unit
- Assisted Transportation 1 hour = 1 unit $36.00 per unit
- Friendly Visiting 1 contact = 1 unit $13.50 per unit
- Health Promotion 1 session = 1 unit $11.00 per unit
- I & A 1 contact = 1 unit $11.00 per unit
- Outreach 1 contact = 1 unit $11.00 per unit
- Recreation 1 contact = 1 unit $ 6.00 per unit
- Telephone Reassurance 1 contact = 1 unit $ 9.00 per unit
- Transportation 1 one way trip = 1 unit $ 9.50 per unit

Firm Fixed Unit Price for Title C-1 Congregate Meals:

- Congregate Meal Cost 1 meal = 1 unit $ 4.78 per meal (FY25 cost)
- Serving Price $ 6.00 per meal

Firm Fixed Unit Price for Title C-2 and Homecare Home Delivered Meals:

- Home Delivered Meal Cost 1 meal = 1 unit $ 4.78 per meal (FY25 cost)
- Delivery Price $ 8.00 per meal

MATCH

All applicants, both for profit and non-profit, must match ***Title III B, C-1, C-2*** Service Funds by a minimum of ***15%.*** All match, whether it is cash or in-kind, must meet the following requirements:

- Federal Funds cannot be utilized as match
- It must be an allowable cost.
- It must be included in the accounting records and agency audit.
- It cannot be used to match any other Federal Funds.
- Must be verifiable

Complete the match information on the Resources Used For Service Match Form included in this packet. Match shall be reported monthly, or as requested, and presented to BGADD. Match may be provided as follows:

A. **In-Kind Match:** This is the value of a third-party contribution such as the value of volunteer time, value of space utilized, or the value of supplies contributed to conduct the services. Records to substantiate match reported shall be maintained by the provider.

B. **Cash Match:** Cash match is the amount of the contribution by the Second Party to carry out services. This form of match may be supplies, personnel contributing to the project in addition to the support provided by BGADD for staffing, or cash. Records of match shall be maintained and made available to BGADD upon request.

C. **Match Calculation:**

Please utilize the following formula to calculate Match for ***Title III B, C-1 and C-2:***

(Federal + State Dollars) / 0.85 – (Federal + State)

General Information Instructions:

1. **Applications are due in the BGADD office by 4:30pm, EST, February 28, 2025. Applications received after this time will not be considered for funding. Applications should be addressed: Attention: Celeste Robinson, BGADD, 699 Perimeter Dr., Lexington, KY 40517 and clearly marked as Title III B & C Services Request for Letter of Interest/Qualifications.**
2. Please submit the original only. **The original must be signed in blue ink.**
3. Multiple counties can be bid on within each single program packet. The counties being bid on **must** be clearly marked on the cover page.
4. Fayette County Title IIIB Supportive Services is a separate bid from Fayette County Title III C-1, C-2 bid.
5. Return only the response to items on Minimum Requirements to Apply and required forms (listed below). Do not return the instructions.
6. Clearly indicate the item numbers with response. Pages should be completed on one side only.
7. All letters of Interest and Qualifications will be opened and reviewed for completion on March 3, 2025.
8. All packets will be reviewed by BGADD staff.
9. The applicants who meet all required qualifications will be presented to the Bluegrass Aging Advisory Council on March 12, 2025.
10. Recommendations from the Aging Advisory Council will be presented for review and final approval by the BGADD Executive Board on March 26, 2025.
11. Applicants will be contacted by written letter announcing their award of funding or non-approval of funding upon completion of the BGADD Executive Board meeting.
12. Once the applicant is approved, BGADD will meet with the service agency to discuss the contract, reporting requirements, monitoring by BGAAAIL staff and standard operating procedures and any necessary transition plans for service provision.
13. The following pages must be included and signed by all applicants and submitted with the qualification requirement narrative. **Signature must be in blue ink.**
    - **Applicant coversheet**
    - **Budget Narrative**
    - **Service Funding Summary**
    - **Resources for Match**
    - **Assurances**
    - **Prohibited Employee and Volunteer**
    - **Terms and Conditions**
    - **Request for Letter of Interest & Qualifications**

Questions should be emailed to Celeste Robinson, Director of Aging at crobinson@bgadd.org.

All inquiries and the responses will be emailed out to all applicants who have notified Celeste Robinson listed above of their request to be included in all email RLI communications. All inquiries must be received by close of business February 17, 2025. No inquiries received after this date will be accepted.

BGADD reserves the right to reject any and/or all applications and to waive any informality in applications where rejection or waiver is considered to be in the best interest of BGADD and not in violation of any law or regulation.

An unsuccessful bidder has the right to an appeal in accordance with the 910 KAR 1:220, General Administration programs for the elderly, Section 16, 910 KAR 1/140.

Included in the application packet is a copy of the BGADD's Appeal Procedures.

BUDGET NARRATIVE

Personnel: Complete the following staffing matrix of staff positions. Identify number of staff/volunteers for each position.

Staffing Matrix

Staff Position (Place an * next to volunteer positions).	**# Staff**	**Hourly Wage or Annual Salary** (Paid Staff and Value of Volunteers)	**Fringe Benefits ($)**	**% of time to Project**	**Total Amount Requested**
Center Director	1	$89,435.84	$34,140.70	100%	$123,577
Admin Specialist Sr.	1	$60,184.80	$22,974.58	100%	$83,159
Social Worker Sr.	1	$63,478.52	$24,232.29	100%	$87,712
Social Worker	1	$51,962.56	$19,835.88	100%	$71,798
Staff Assistant Sr.	1	$46,556.64	$17,772.25	100%	64,329

TITLE III SERVICES
FUNDING SUMMARY
ANTICIPATED FUNDING TO SUPPORT SERVICES
FY 2026

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

Funding Source	Amount FY 2026	Service Funded to Support Effort
BGADD Funding	$147,451	Title IIIB – Supportive Services
Applicant Resources	$283,124	Title IIIB – Supportive Services
Other:		
Other:		
Total Funding Available	$430,575	Title IIIB – Supportive Services

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

Linda Gorton
Signature of Authorized Official

2/12/2025
Date

RESOURCES USED FOR SERVICE MATCH FORM
FY 2026

Title III RESOURCES USED FOR MATCH

Source of Match (Who provides income)	Items of Match and Service (Describe what it is)	Program Income	Local Cash	Local In-Kind
LFUCG General Fund	Personnel Costs	0.00	$283,124	0.00
Total Program Income		0.00		
Total Local Cash			$283,124	
Total Local In-Kind				0.00

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

Linda Gorton
Signature of Authorized Representative

2/12/2025
Date

Bluegrass Area Agency on Aging
and
Independent Living

Certification Of Assurances and Compliance With General Provision

Bulleted items are requirements of all organizations awarded a contract.

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

- Continuation as a provider of services is contingent upon satisfactory performance of services.
- The organization understands that more than one agency may be awarded a contract for service delivery. The agency is not assured of a specific amount of units or funding.
- The organization will provide BGADD with a certificate of insurance for public liability insurance, automobile liability, workers compensation, property insurance, and when applicable, volunteer insurance.
- A fidelity bond will be properly executed. The bond shall be sufficient to cover maximum sums handled quarterly under the contract with BGADD. **Please attach a copy of your agency's current fidelity bond as an attachment to the proposal.**
- Applicants receiving State or Federal funds through the Department for Aging and Independent Living Services will complete a financial and compliance audit in accordance with state requirements.
- The applicant will collect, account for and expend Program Income in accordance with 2CFR, Part 200, and other pertinent law and regulation.
- The price(s) negotiated will remain as funded through June 30, 2028, contingent upon continued availability of funding and delivery of services as contracted.
- The applicant possesses the legal authority to apply for the contract. As appropriate, the organization certifies that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application to provide such additional information as may be required.
- The applicant agrees to assure compliance with the applicable Federal and State Laws, regulations, BGADD policies and procedures and the executed contract to be realized if awarded funds to operate proposed services.
- The applicant agrees to adhere to appropriate federal and/or state guidelines pursuant to the program of services for which the contract is awarded, particularly, the Older Americans Act of 1965 as Amended in 2006, and its regulations. Kentucky Administrative Regulations pertaining to aging services.

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

- Assure that a mechanism exists for providing a backup in the event staff assigned to provide services are unable to work.

- Assure that each older person will be given an opportunity to voluntarily contribute to the cost of the service.

- Assures that it will follow the federal, state, and local procurement laws, regulations, policies and procedures as pertaining to this program.

- Assure that formal complaint procedures are available for applicants/participants of services in accordance with policies and procedures of BGADD.

- Assure that a client satisfaction survey will be completed to obtain the views of participants about the services requested or received, and a summary report submitted to BGADD by the 31st of April during the contract period.

- Assure that personal information obtained from individuals in conjunction with the project shall not be disclosed in any form identifying the individual without written consent of the individual concerned.

- Assure that a procedure will be developed for monitoring the services to ensure those appropriate services are delivered in a timely manner. This procedure must have prior approval by the BGADD/AAAIL and must be implemented by the end of the first quarter of the current contract period

- Assure that the organization will employ and train persons in the administration and delivery of the applicable services. Assurance that the delivery of service shall be only by staff and volunteers trained to deliver those services. New staff shall receive an orientation and shall be trained prior to assuming responsibilities or receive on-the-job training from qualified agency staff. Existing staff shall receive training on job-related topics at minimum of once per year.

- Assure that a Criminal Records check will be completed for all staff, both paid and voluntary in compliance with KRS 216.785, 216.787, and 216.793 Criminal Records Check and required background screenings.

- Assure compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C.1857 (h), Section 508 of the Clean Air Act 1368), Executive Order 11738, and environmental Protection Agency regulations (40 CFR Part 15). This applies to contracts in excess of $100,000.

- Assure compliance with the mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

- KRS 45A.485 requires the contractor to reveal to the Commonwealth, prior to the award of a contract, any final determination of a violation by the contractor within the previous five (5) year period of the provisions of KRS Chapters 136,139, 141, 337, 338, 341, 342. These statutes relate to the state sales and use tax,

corporate and utility tax, wages and hours laws, occupational and safety and health laws, unemployment insurance laws, and workers' compensation insurance laws.

- The applicant assures that neither it nor its principals and or/or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

- Assures that the organization will comply with the computer hardware and software standards described in this proposal and have employed sufficiently trained staff to operate computer software applications.

- Assures that the organizational audit has not identified questioned cost(s) in the last three (3) years or if identified, all questioned costs have been appropriately resolved. Provide an explanation of questioned costs and resolution to the findings as a part of this application.

- Assure that priority for services is given to those elderly who are of greatest economic and social need, older minority persons, frail elderly, rural elderly, older individuals with severe disabilities, older person with limited English speaking ability, caregivers of older persons with Alzheimer's or related disorders and Older Native Americans.

- Assure that any changes occurring with an approved bid be submitted to BGADD within a 30-day period.

- Service provider must assure that the director or designated staff person will attend Aging Advisory Council Meetings.

- Assure that service provider will meet as needed with the BGADD staff and Assessment/Case Management team to guarantee service needs are met, discuss concerns and other items deemed necessary for the provision and coordination of services.

- Assure that if awarded the proposal, your agency will develop and implement a plan that your agency staff will follow during weather related emergencies and submit to BGADD for review and approval.

- Assure that all HIPPA laws (Health Insurance Portability and Accountability Act of 1996) and the BGADD Policies and Procedures pertaining to HIPPA will be followed.

Linda Gorton — 2/12/25

Signature of Authorized Official **Date**

PROHIBITED EMPLOYEE AND VOLUNTEER ACTIVITIES

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

- Direct service employees shall not be accompanied in the home of the client. The only exceptions are the service provider's supervisory or training personnel or BGADD personnel.
- Employees/volunteers shall not seek or accept personal gifts and/or favors from a client. Staff shall not purchase items from participants. Per LFUCG COA policy 38R, acceptance of gifts value should be $35 or less.
- Employees/volunteers shall not operate a client's personal vehicle.
- Employees/volunteers shall not borrow money or personal property from a client.
- Employees/volunteers shall not loan money to nor accept money from or on behalf of a client.
- Employees/volunteers shall not consume or take client's belongings.
- Employees/volunteers shall not charge BGADD programs for time spent on political activities nor shall they discuss their political views or try to influence the views of clients or participants.
- Employees/volunteers shall not be under the influence of intoxicating beverages, drug(s) or chemicals, other than those prescribed for the employee by a licensed physician, while acting on behalf of a BGADD program.
- Employees/volunteers shall not transport a client using BGADD funds without program authorization.
- Employees/volunteers shall not perform financial management for a client including, but not limited to, completing tax returns, transacting banking business, balancing check books, issuing and/or cashing personal checks, acting under a power of attorney, or selling and/or buying personal and/or real property, unless specifically funded or approved by BGADD. Social workers may provide financial education and counselling.
- Employees/volunteers shall not accept payment for services performed for a client that would normally be provided as a family member (such as receiving payment from a service provider for providing respite services to your parent).
- Employees/volunteers shall not violate client confidentiality by divulging client specific information.
- Employees/volunteers shall not propose and/or participate in any sexual activity with a client.
- Employees/volunteers shall not take part or have an interest in any award of any client referral or other client transaction if a conflict of interest, real or apparent, exists. A conflict of interest occurs when the employee or their immediate family member has a financial or other interest in any of the competing firms.

- Employees/volunteers shall not commit theft of a client's belongings, including prescription drugs.

- Employees shall not administer prescription or over-the-counter medication to a client.

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

- Employees shall not administer oral prescription medications or apply topical prescription medications, except for the administration of Narcan/naloxone when administered by a trained employee providing first aid.

- Employees shall not perform tasks that require sterile technique.

- Employees shall not administer irrigation fluids to intravenous lines, foley catheters or ostomies, or enemas.

- Employees shall not administer food or fluids via feeding tubes.

- Employees shall not engage in the treatment of open wounds for clients, except when providing basic first aid..

Linda Horton 2/12/25

Signature of Authorized Official **Date**

TERMS AND CONDITIONS FOR OFFICAL APPLICATION

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

1. Funds contracted as a result of this request are to be expended for the purposes set forth herein and in accordance with all applicable laws, regulations, policies and procedure of this state and the Administration for Community Living of the US Department of Health and Human Services.

2. Any changes in this proposal must be submitted in writing by the applicant and after approval by the Bluegrass Area Development District/ Area Agency on Aging & Independent Living shall be deemed incorporated into and becomes a part of this agreement.

3. The Assurance of Civil Rights Compliance applies to this proposal when approved.

4. Funds awarded by the Bluegrass Area Development District/ Area Agency on Aging & Independent Living may be terminated at any time for violation of any terms and requirements of this agreement.

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

Linda Gorton

Signature

Mayor

Title

2/12/25

Date

BLUEGRASS AREA DEVELOPMENT DISTRICT
LETTER OF INTEREST AND STATEMENT OF QUALIFICATIONS
FY 2026, 2027, 2028

Official Name of Agency Lexington-Fayette Urban County Government

Name & Title of Contact Person Kristina Stambaugh, Director - Aging & Disability Services

Address of Agency 200 East Main Street

Lexington, Ky 40507

IRS ID # 61-08585140 **Telephone #** (859) 278-6072

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

Linda Gorton
Signature
Mayor
Title
2/12/25
Date

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

Budget Allocations for Title III per County

County	Title III B	Title C-1	Title C-2	ESMP
Anderson	$39,927.00	$ 6,803.00	$ 13,907.00	$16,102.00
Bourbon	$42,119.00	$ 7,563.00	$ 15,463.00	$17,904.00
Boyle	$49,493.00	$ 10,074.00	$ 20,595.00	$23,847.00
Clark	$53,677.00	$ 11,516.00	$ 23,542.00	$27,259.00
Estill	$39,662.00	$ 6,722.00	$ 13,741.00	$15,911.00
Fayette	$147,451.00	$ 63,627.00	$130,081.75	$115,000.00
Franklin	$ 63,642.00	$ 14,900.00	$ 30,462.00	$35,272.00
Garrard	$ 41,389.00	$ 7,321.00	$ 14,967.00	$17,329.00
Harrison	$ 43,448.00	$ 8,017.00	$ 16,390.00	$18,978.00
Jessamine	$ 62,911.00	$ 14,688.00	$ 30,034.00	$34,773.00
Lincoln	$ 51,818.00	$ 10,884.00	$ 22,251.00	$25,764.00
Madison	$ 93,600.00	$ 25,168.00	$ 51,456.00	$59,578.00
Mercer	$ 46,039.00	$ 8,908.00	$ 18,211.00	$21,086.00
Nicholas	$ 29,898.00	$ 3,401.00	$ 6,954.00	$ 8,051.00
Powell	$ 33,617.00	$ 4,665.00	$ 9,536.00	$11,042.00
Scott	$ 56,334.00	$ 12,423.00	$ 25,396.00	$29,406.00
Woodford	$ 46,039.00	$ 8,908.00	$ 18,211.00	$21,086.00

Amounts shown are FY25 allocations. All funds will be adjusted to reflect FY26 once received from the Cabinet for Health and Family Services/Department for Aging and Independent Living.

Master Contract
Buyer Name: Bluegrass Area Agency on Aging
July 1, 2025 –June 30, 2026

FIRST PARTY:

BLUEGRASS AREA DEVELOPMENT DISTRICT

_____
Celeste Robinson, Director of Aging

SECOND PARTY:

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT : DBA LEXINGTON SENIOR CITIZENS CENTER

Linda Gorton
(Authorized Signature)

Linda Gorton
(Typed Name and Title

Contract: AS-2025-2026
Date: July 1, 2025

PROGRAM ADMINISTRATION CONTRACT

THIS AGREEMENT, made and entered as of the 1st day of July, 2025, by and between the BLUEGRASS AREA DEVELOPMENT DISTRICT, hereinafter referred to as the BLUEGRASS ADD, and

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT : DBA LEXINGTON SENIOR CITIZENS CENTER

195 LIFE LANE, LEXINGTON, KY 40502

hereinafter referred to as the SECOND PARTY,

WITNESSED THAT:

WHEREAS THE BLUEGRASS ADD, in the exercise of its lawful duties, has determined upon the necessity for the performance of the following functions, briefly described as:

(1) Administration of the TITLE III Grant from the United States Department of Health and Human Services (DHHS), Administration for Community Living pursuant to the Older Americans Act of 1965, as amended.

Attachment A

Older Americans Act

In relation to this contract, the Second Party agrees to perform the following specific and additional functions described with particularity in this attachment for the Title III Program which is subscribed by the parties for identification and made a part hereof as if fully incorporated herein:

1. Perform the functions described with particularity in the Second Party's approved Request for Proposal which is hereby made a part hereof as if fully incorporated herein and is kept on file at the Bluegrass ADD's office in Lexington, Kentucky:

2. Complete the objectives for FY '26 as set forth on the Service Delivery/Budget Back page hereto attached.

3. Submit monthly expenditure reports no later than the **8th of every month beginning August 8th** on the form(s) prescribed by the Bluegrass ADD. **Must match units reported in State Database System.**

4. **Enter all service units into the State Database System by the 5th of the month.**

5. **All invoice corrections must be submitted back to BGADD within 1 business day of notification of needed correction.**

6. **Assure that Senior Center Directors or appropriate staff attend required meetings and training, including Program Director meetings, conducted by or sponsored by the Bluegrass Area Agency on Aging.**

7. The Second Party's fees and expenses relative to the performance of the functions heretofore described shall not exceed the Federal/State amounts as shown in the Title III budgets hereto attached. Expenditures in excess of the attached amounts will be borne by Program Income and additional local funds.

   The amount of local funds required will be computed as follows:

   For Supportive Services, Congregate Meals, Home Delivered Meals : Expenditures will consist of **85%** of Federal monies and **15%** State monies, local monies and/or Second Party in-kind until the maximum amount of Federal/State is accessed. Thereafter, expenditures will consist of Program Income, local monies and/or appropriate in-kind. Note: Program Income may not be used to meet the 15% match required.

   Failure of the Second Party to provide required local resources may result in proportionate reduction of Federal funds. The matching requirement must be met through provision of State funds, local cash, and/or Second Party In-kind contributions.

Attachment B

Older Americans Act

In relation to this contract, the Second Party agrees to perform the following specific and additional functions described with particularity in this attachment for the Title III Program which is subscribed by the parties for identification and made a part hereof as if fully incorporated herein:

1. Perform the functions described with particularity in the Second Party's approved Request for Proposal which is hereby made a part hereof as if fully incorporated herein and is kept on file at the Bluegrass ADD's office in Lexington, Kentucky:

2. Participate and support BGAAAIL efforts in the following:
    a. Ensure 75% of homebound seniors will be offered an evidence-based physical activity program annually
    b. Senior Centers will offer at minimum one smoking cessation intervention annually
    c. Reduce the number of seniors reporting social isolation by 3 percent through the use of evidenced-based interventions during fiscal year
    d. Increase private pay, cost share, and voluntary contributions by 20% each fiscal year
    e. All staff who interact with citizens must receive training from the Office of Dementia Services
    f. Support BGAAAIL in efforts to expand opportunities for transportation organizations (for-profit and nonprofit) to further develop transportation options for vulnerable populations and underserved areas through quarterly community meetings to discuss transportation for the elderly and their caregivers
    g. Ensure all staff participate in the Senior Center Community College training and provide documentation that all staff have attended
    h. Provide documentation that all staff and volunteers have received training on preventing, identifying, and reporting abuse, neglect, and exploitation of older adults
    i. Ensure that each client has an individual disaster plan documented in the State Reporting System.

ATTACHMENT C
Certification Regarding
Drug-Free Workplace Requirements (Grants)
Alternative I for Grantees Other Than Individuals

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle V; 41 U.S.C. 701 et seq.), 7 CFR Part 3017, Subpart F, Section 3017.600, Purpose. The January 31, 1989, regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691). Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the grant.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON PAGE 2)

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS (Check One)

ALTERNATE I - For applicant/grantees other than individuals:

A. The grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about::

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later then five (5) calendar days after such conviction;

(e) Notifying the agency within ten calendar days after receiving notice under subparagraph (d) (2), from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

PLACE OF PERFORMANCE (Street address, city, county, state, zip code)

195 Life Lane, Lexington, Fayette, KY 40502

_____ Check if there are workplaces on file that are not identified here.

Lexington-Fayette Urban County Government	Lexington Senior Citizen Center
Organization Name	Award Number or Project Name

Linda Gorton, Mayor
Name and Title of Authorized Representative

Linda Gorton 6/26/25
Signature Date

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the grantee is providing the certification set out on pages 1 and 2.

2. The certification set out on pages 1 and 2 is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

3. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known they may be identified in the grant application. If the grantee does not identify the workplace at the time of application, or upon award, if there is no application, the grantee must keep the identify of the workplace(s) on file in its office and make the information available for Federal inspection.. Failure to identify all known workplaces constitutes a violation of the grantee's drug free workplace requirements.

4. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).

5. If the workplace identified to the agency changes during the performance of the grant, the granteeshall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph three).

6. Definitions of terms in the Non-procurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

   "Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

   "Conviction" means finding a guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes:

   "Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or position of any controlled substance;

   "Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (1) all "direct charge" employees; (II) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and , (III) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of sub-recipients or subcontracts in covered workplaces).

Title Page

For

Sub-recipient - FY26 Title III, Homecare, SHIP, Title VII, Ombudsman, NSIP, Title IIIC Elder Nutrition Program Management

Memorandum of Agreement

Between a State Agency, Other Governmental Body, Political Subdivision, an Entity Qualified as Nonprofit under 26 U.S.C. sec.501(c)(3), or an Entity designated as For- profit

Issued by

The Bluegrass Area Development District

Area Agency on Aging & Independent Living

SOLE POINT OF CONTACT

Celeste Robinson

Contract Specialist

699 Perimeter Dr.

Lexington, KY 40517

Telephone: 859-269-8021

E-mail: crobinson@bgadd.org

SUBRECIPIENT Memorandum of Agreement Terms and Conditions

This Memorandum of Agreement (MOA) is entered into, by and between the Bluegrass Area Development District/Area Agency on Aging and Independent Living (BGADD/AAAIL) and Title III, Homecare, SHIP, Title VII, Ombudsman and NSIP (Contractor) to establish an agreement for Services. The initial MOA is effective from July 1,2025 through June 30,2026.

SECTION 1-ADMINISTRATIVE OVERVIEW

1.00-Purpose and Background

The Bluegrass Area Development District/Area Agency on Aging & Independent Living has determined there is a necessity to enter into an agreement for the administration of the Title III, Homecare, SHIP, Ombudsman, and Title VII, Grant, from the United States Administration for Community Living (ACL), Administration on Aging (AOA), pursuant to the Older Americans Act of 1965 (OAA), as amended, KRS 205.204,KRS 205.455-470, 910 KAR Chapter 1, 910 KAR 1:180 and KRS 13B for the counties within the Bluegrass Area Development District (BGADD). Title III is comprised of the following programs: Supportive Services, Congregate Meals, Home Delivered Meals, Disease & Health Promotion, Legal Services, National Family Caregiver Support (NFCSP), and Long-Term Care Ombudsman. Homecare Program is a State General Funded program.

The Bluegrass Area Development District/Area Agency on Aging & Independent Living, in accordance with Section 4360 of the Omnibus Budget Reconciliation Act of 1990 has determined there is a necessity to enter into an agreement to administer a grant from United States Department of Health and Human Services (HHS), Administration for Community Living (ACL), Department for Aging and Independent Living (DAIL) for the provision of a State Health Insurance Assistance Program (SHIP), providing health information, counseling and assistance to eligible persons within the BGADD.

1.01-Issuing Office

The Bluegrass Area Development District is issuing this Contract on behalf of the Bluegrass Area Agency on Aging & Independent Living. The BGADD/AAAIL is the only office authorized to change, modify, amend, alter, or clarify the specifications, terms and conditions of this Contract.

1.02-Communications

The Contract Specialist identified on page 1 is the point of contact for communications concerning contract issues.

1.03-Terminology

For the purpose of this Contract, the following terms may be used interchangeably:

- Vendor: Contractor, Offeror, The Second Party, Proposer

- Contract Specialist: Buyer, Purchaser, Contract Officer

- RFP, Solicitation, RFQ or offer

- Bid, Proposal, or Offer

- Bluegrass Area Development District or BGADD

- Bluegrass Area Agency on Aging and Independent Living, or BGAAAIL

- Commonwealth of Kentucky: Commonwealth, State

- Department for Aging and Independent Living, or DAIL

- Kentucky Cabinet for Health and Family Services, Cabinet for Health and Family Services, or CHFS

- Fiscal Year will be defined as the BGADD fiscal year: July 1 through June 30

- Biennium will be defined as the Commonwealth biennium: July 1 of each even numbered year through June 30 of the next even numbered year.

1.04-Organization

This Contract is organized in the following manner:

Section 1-Administrative Overview

Section 2-Scope of Services

Section 3-Pricing/Invoicing

Section 4-BGADD General Terms and Conditions

Section 5-Federal Requirements

Finance Terms and Conditions of the Contract

1.05-Definitions/Acronyms

1. "AAAIL" means the Area Agency on Independent Living which resides within the Area Development District .

2. "ACL" means Administration for Community Living.

3. "Access Services" means services including transportation, health services (including mental and behavioral health services), outreach, information and assistance (which may include information and assistance to consumers on availability of services under part B and how to receive benefits under and participate in publicly supported programs for which the consumer may be eligible), and case management services.

4. "ADA" means Americans with Disabilities Act

5. "ADD" means Area Development District

6. "Advertising costs" means the cost of advertising media (and corollary administrative costs). Advertising media include magazines, newspapers, radio and television programs, direct mail, exhibits, and the like.

7. "Advocacy" means action taken on behalf of an older person to secure his or her rights or benefits. Advocacy includes receiving, investigating, and working to resolve disputes or complaints; assistance with housing issues; and how to write letters and talk to people about their issues. This does not include services provided by an attorney or person(s) under the supervision of an attorney.

8. "Agency" means the ADD, an entity designated by the Commonwea th to administer, at the local level, the programs funded by the Older Americans Act of 1965, as amended, pursuant to KRS 205.20 and 910 KAR 1:170 Section 1 (2).

9. "Aging and Disability Resource Center" or "ADRC" means a program which provides access to long-term care options by using a wide range of community resources.

10. "Assessment" means the collection and evaluation of information about a person's situation and functioning to determine the applicant or recipient service level and development of a plan of care utilizing a holistic, person-centered approach by a qualified individual in accordance with 910 KAR 1:170 Section 1(3).

11. "Assisted Transportation" means a one-way trip to accompany an eligible person who requires assistance for safety or protection to or from his or her physician, dentist, or other necessary service pursuant to 910 KAR 1:170 Section 1(4).

12. "Back-up documentation" includes but is not limited to documents that include evidence of a financial transaction, such as debit/credit memos, invoices, receipts, orders, vouchers, account reports/ledgers, cancelled checks which shall be submitted with all invoices.

13. "CHFS" or "Cabinet" means the Cabinet for Health and Family Services per KRS 205.204.

14. "Case Management" means a process, coordinated by a case manager, for the linking of a client to appropriate, comprehensive, and timely home or community based services as identified in the plan of care by planning, referring, monitoring, advocating and following the timeline of the assessment agency to obtain service level and development of the plan of care pursuant to 910 KAR 1:170 Section 1(5).

15. "Case Manager" means the individual employee responsible for case management including coordinating services and supports from all agencies involved in providing services required by the plan of care, ensuring that all service providers have a working knowledge of the plan of care and ensuring that services are delivered as required pursuant to 910 KAR 1:170 Section 1(7).

16. "Cash and Counseling" means a range of services provided or paid for through allowance, vouchers, or cash which are provided to the client so that the client can obtain the supportive services which are needed.

17. "Certification" means the official notification by the Kentucky Long-Term Care Ombudsman that the local Long-Term Care Ombudsman individual staff are qualified and acceptable to function in that capacity as defined in 910 KAR 1:210 Section 1 (4).

18. "Certified Ombudsman" means a person who has received thirty-six (36) hours of formal training from state approved curriculum regarding the Ombudsman program and has received certification by the Kentucky Long-Term Care Ombudsman.

19. "CMS" means the Centers for Medicare and Medicaid Services

20. "Counseling" means advisory services conducted by a certified or licensed professional or someone who has had approved training but not board certified to advise and enable the older person and their family to resolve problems or to relieve temporary stresses encountered by their family.

21. "DAIL" means the Department for Aging and Independent Living which shall serve as the state unit on aging as designated by the Administration on Community Living under the Older Americans Act (OAA)

22. "Disaster" means floods, tornadoes, earthquakes, droughts, extreme heat/cold, fires, chemical spill, power outages in excess of 10 hours, ice storm, severe thunderstorms, wind, or hail storms, contaminated water, pandemics flu, nuclear war, radioactive waste leaks, snow storm, public health emergency, terrorist attacks, accidents, or explosions which result in a halt or temporary discontinuation of services.

23. "Disease Prevention and Health Promotion" means services which include health screenings and assessments; organized physical fitness activities; evidence-based health promotion programs; medication management; home injury control services; and/or information, education, and prevention strategies for chronic disease and other health conditions that would reduce the length or quality of life of the person sixty (60) or older.

24. "District" means Area Development District pursuant to KRS 205.455(4).

25. "District Long-Term Care Ombudsman" or "DLTCO" means the individual certified by the Kentucky Long-Term Care Ombudsman to implement the Ombudsman provisions of the approved contract agency as defined in 910 KAR 1:210 Section 1 (10).

26. "Education" means providing formal or informal opportunities for older individuals to acquire knowledge, experience, or skills.

27. "Emergency Meals" means meals furnished during inclement weather conditions, power failure, or any disaster that may cause isolation or create a special need pursuant to 910 KAR 1:190 Section 6.

28. "Evidence-based" means criteria required to implement Title III-D funded activities as specified by the ACL and approved by DAIL.

29. "Facility" means a Personal Care Home, Family Care Home, Nursing Home, Skilled Nursing Home, Assisted Living Community and Intermediate Care Facility (ICF) and has the same meaning as "long-term care facility" as defined in KRS 216.515.

30. "First-tier (Tier I) subcontract" means a subcontract awarded directly by the District ADD for the purpose of acquiring goods, services, supplies, components, or other items for performance of a contract.

31. "Frail" means functionally impaired in the performance of two (2) activities of daily living, three (3) instrumental activities of daily living, or a combination of one(1)- activity of daily living and two (2) instrumental activities of daily living as defined in 910 KAR 1:180 Section 4(1)(c).

32. "Friendly Visiting" means physically interacting, providing a social connection, and companionship with a client to offer comfort or assistance.

33. "Homecare Program" means a program that offers in-home support and services to individuals 60 years of age and over who have functional disabilities and are at risk of long-term institutional placement. Services include personal care, homemaker, home health aide, home delivered meals, home repair, chore, respite, escort, and assessment as defined in 910 KAR 1:180 Section 1 (11)(b).

34. "Information and Assistance" means a service for individuals that provides current information about services available within the community as defined in 910 KAR 1:170 Section 1(13).

35. "In-home Services" means (a) Homemaker and home health aides; (b) friendly visiting and telephone reassurance; (c) chore maintenance; (d) in-home respite care for families, including adult day care as a respite service for families; and (e) minor modification of homes (also known as home repair in accordance with KRS 205.455(11)) that is necessary to facilitate the ability of older individuals to remain at home, and that is not available under other programs, except that not more than $150 per client may be expended under this part for such modification pursuant to 45 CFR 1321.3, 910 KAR 1:170, Section 1, and the DAIL Taxonomy.

36. "Justification" means a written reason, fact, circumstance, or explanation that justifies or defends a change.

37. "Legal Assistance" means legal advice and representation by an attorney or counseling or other appropriate assistance by a paralegal or law student under the supervision of an attorney.

38. "NCI-AD" means National Core Indicators – Aging and Disability.

39. "Older Americans Act" or "OAA" means the Older Americans Act of 1965 as amended.

40. "OAAPS" means Older Americans Act Performance System.

41. "OEP" means Open Enrollment Period.

42. "Outreach" means interventions with individuals initiated by an agency or organization for the purpose of identifying potential clients or their caregivers and encouraging their use of existing services and benefits as defined by 910 KAR 1:170 Section 1(19).

43. "Performance Measures" means requirements by the contract to evaluate the outcomes, performance and effectiveness of the program. All deliverables are considered as a performance measure.

44. "Person centered planning" means an individualized planning process that is led by the participant, is timely, occurs at times and locations of convenience to the individual, and offers informed choice, defined as choosing from options based on accurate and thorough knowledge and understanding, to the individual regarding the services, and supports they receive and from whom.

45. "Personal Care" means providing assistance for persons with the inability to perform one or more activities of daily living.

46. "Public Information" means the provision of information, assistance or outreach to a group of individuals including contact with several current or potential client/caregivers.

47. "Public relations" includes community relations and means those activities dedicated to maintaining the image of the governmental unit or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.

48. "Recreation" means the provision of activities which foster the health or social well-being of individuals through social interaction.

49. "Respite" means care provided to an older person by a caregiver for a designated time period due to the absence or need for relief of those normally providing care.

50. "RFP" means Request for Proposal.

51. " State Reporting System" means the database required by the department for program data collection.

52. "Second-Tier (Tier II) subcontract" means a subcontract awarded by a first-tier subcontractor for the purpose of acquiring goods, services, supplies, components, or other items for performance of a contract.

53. "Senior Center Services" means the provision of activities that foster the health or social well-being of individuals through social interactions and leisure as defined in 910 KAR 1:170 Section 1(23).

54. "Service Level" means the minimum contact required through face-to-face visits and telephone calls by the case manager or social service assistant as defined in 910 KAR 1:170 Section 1(24).

55. "SHIP" means State Health Insurance Assistance Program which provides information and assistance to Kentuckians in reference to Medicare benefit assistance and other issues.

56. "Supplemental Services" means services provided on a limited basis through Title IIIE to complement the care provided by grandparents or caregivers. Examples of supplemental services include, but are not limited to, home modifications, assistive technologies, emergency response systems, and incontinence supplies pursuant to the OAA, Part E, Section 373(b)(5).

57. "Supplies" shall include but is not limited to the following in-home items: incontinent supplies, support hose, nutrition supplements, hearing aid batteries, and glasses.

58. "SOP" means Standard Operating Procedure.

59. " STARS" means SHIP tracking and Reporting System.

60. "Telephone Reassurance" means providing a wellness check by phone with the agreement of the individual in accordance with 910 KAR 1:170 (27).

61. "Third party in-kind contributions" means the value of non-cash contributions (i.e., property or services) that benefit a federally assisted project or program and are contributed by non-Federal third parties, without charge, to a non-Federal entity under a Federal award in accordance with 2 CFR 200.96.

62. "Title III" means programs under Title III of the Older Americans Act of 1965 as amended.

63. "Title III Administration" means administration of the programs for elderly Kentuckians under Title III of the Older Americans Act of 1965 as amended.

64. "Title III-B Supportive Services" means a service to provide community support to people age 60 years and older pursuant to the OAA as amended.

65. "Title III-B Ombudsman" means a program that advocates for the health, safety, welfare, and rights of long-term care residents pursuant to the OAA as amended.

66. "Title III-C1 Congregate Meals" means a meal provided to a qualified individual in a congregate or group setting pursuant to 910 KAR 1:190 Section 1 (6).

67. "Title III-C2 Home Delivered Meals" means a meal provided to a qualified individual in his or her place of residence pursuant to 910 KAR 1:190 Section 1 (14).

68. "Title III-D Disease Prevention and Health Promotion" means a service providing evidence-based disease prevention and health promotion programs to people 60 and older pursuant to the OAA as amended.

69. "Title III-E Caregiver Program" means the NFCSP which assists families to fulfill their roles as caregivers, pursuant to the OAA as amended.

70. "Transportation" means transporting an individual from one location to another.

71. "Upon Request" means 1 business day for requests made in writing and within 1 hour for an onsite visit.

72. "Waiting List" means a formal list of persons determined eligible, and not yet receiving services.

SECTION 2-SCOPE OF SERVICES

2.00-Services Required

The Older Americans Act (OAA) directs each state to develop a comprehensive and coordinated network of providers who can offer services, opportunities, and protections for older Americans to help them maintain health and independence and to be able to continue to function as a part of their community.

Title III of the OAA authorizes funding to state units on aging (SUA) which designate and make funds available to area agencies on aging (AAA) in their states. The SUA in Kentucky is the Department for Aging and Independent Living (DAIL). As authorized by section 305 of the OAA, Kentucky has designated the area development districts to be the area agencies on aging. AAAs identify local needs and fund local services to support older persons and caregivers in their service area. OAA funds are to be used to expand the range of community-based programs and services designed to maintain the independence of older persons in a home environment, to support caregivers, to fill gaps in existing services and to contribute to the development of a comprehensive and coordinated system of services.

Administration of the Nutrition Services Incentive Program (NSIP) cash in-lieu of commodities program, in accordance with Section 311 Older Americans Act of 1965, as amended.

Kentucky has established funding to support, through state dollars homecare, and nutrition programs for older adults – 910 KAR 1:180 and 910 KAR 1:190.

2.01 Deliverables

a) Administrative and Financial

1) Utilize the state reporting system to record data on participants on the waiting list.

2) Submit a correct budget for all programs to BGADD by the deadline provided upon receiving fiscal year allocations.

3) Ensure all invoices with supporting documentation are submitted by the 8th day of each month by 4:30 p.m., Eastern Standard Time or the next business day if the 8th falls on a weekend day or a state holiday. Any corrections to the invoice must be returned to BGADD within 1 business day of notification a correction is needed.

4) Ensure ninety-nine percent (99%) of state funds shall be expended by June 30th.

A) 25% of all funds should be expended by the end of each quarter. Within 14 days of the end of each quarter, if 25% of funds have not been expended, the Contractor shall contact BGADD to discuss any issues and plans for spending the funds.

5) Provide local match equal to or greater than the amount in effect during the prior fiscal year.

6) Distribute client satisfaction surveys to measure outcomes and satisfaction. Client Satisfaction Surveys results must be submitted to BGADD/AAAIL by May 30th, 2026.

7) Provide documentation that all staff and volunteers have received training on preventing, identifying, and reporting abuse, neglect, and exploitation of older adults annually.

8) Provide documentation that all staff and volunteers have received training on Diversity/Equity and Inclusion annually.

9) Provide documentation of homemaker training.

10) Provide documentation at monitoring of sixteen (16) hours of training for case managers.

11) Submit the top three (3) findings of Homecare internal monitoring on October and April 1st of the current year and the actions taken to correct them.

12) Provide documentation that agency staff who interact with citizens have received training from the Office of Dementia Services

13) Ensure that all Senior Center staff participate in the Senior Center Community College training and provide documentation that all staff have attended.

14) Maintain a resilient, disaster ready network by updating the county disaster plans annually and submit to BGAAAIL.

15) 75% of homebound seniors will be offered an evidence-based physical activity program annually.

16) 90% of Senior Centers will offer one smoking cessation intervention annually.

17) Reduce number of seniors reporting social isolation by 3 percent through the use of evidence-based interventions each fiscal year.

18) Increase private pay, cost share, and voluntary contributions by 20% each fiscal year.

19) Ensure that effective communication is established through the use of American Sign Language (ASL) Interpreters, adaptive equipment, or other means to meet the requirements of the ADA is available to individuals who need the accommodation.

20) Title III Contractors, ensure representatives are appointed to the BGADD/AAAAIL Advisory Council and they attend at least 75% of the meetings.

21) Title III Contractors, ensure at minimum two (2) approved Title IIID evidenced based programs will be conducted in each Senior Center annually.

22) Ensure that all client information is updated annually in the state reporting system.

23) Ensure that all consumers are provided with local information and assistance while waiting for services.

24) Ensure that each client has an individual disaster plan documented in the state reporting system.

25) Ensure collaboration with local organizations to plan for shelters that can support older adults during disaster.

b) Services

1) Provide the number of services needed to the greatest number of recipients feasible in order to achieve the goals of the approved area plan.

2) Achieve and maintain a 90% accuracy rate on data collection for key demographic data elements annually.

3) If there is a difference +/- 10% in a category, a justification should be provided that adequately describes the circumstances that contributed to the difference. Justifications are used to identify trends, establish priorities, and plan for the future needs of the aging network and service recipients.

c) Title III-B Ombudsman

A) Ensure the resolution rate shall be seventy percent (70%) or higher each quarter. If the district program is not at 70%, the district program shall submit a plan to the Kentucky Long-Term Care Ombudsman and BGADD/AAAIL to increase the resolution rate for the next quarter.

B) Ensure that a Certified Ombudsman, at a minimum, attends at least one nursing facility resident council meeting annually for each long-term care facility that has a resident council established within the district.

C) Document training for new Certified Ombudsman staff or volunteers in the state reporting system. Documentation will show that 100% of Certification Training provided meets the minimum requirement of thirty-six (36) hours of Certification Training and two (2) hours for Friendly Visitors.

D) Provide continuing education training to Certified Ombudsman staff and volunteers to ensure volunteers are aware of ongoing developments and skills needed to maintain health, safety, welfare and rights of residents. District Programs will provide at a minimum, eighteen (18) of continuing education to Certified Ombudsman staff and volunteers and four (4) hours for Friendly Visitors and Advisory Council Members. These trainings may coincide with advisory council meetings. These activities shall be documented in the state reporting system.

d) Title III-E National Family Caregiver Support Program

A) Provide services in accordance with Title IIIE of the OAA and BGADD/AAAIL policy and procedure.

B) Each client will have a pre-determined allocation amount. Payments will not be made to the provider for any amount exceeding the pre-determined client allocation.

C) All clients must apply for services through the BGADD/AAAIL Aging and Disability Resource Center. Approved clients will have a completed service request and approval form. Without this signed form, no payment will be approved for services rendered.

D) Invoices must be submitted at least monthly and include the client's signature.

E) Provider will receive end of year invoicing deadlines in May. Payment will not be processed for any invoices received after the end of year deadline.

F) Provider should follow BGAAAIL's SOPs when operating the NFCSP

e) SHIP: State Health Insurance Assistance Program:

The SHIP grant is intended to strengthen the capability of States to provide all Medicare eligible individuals information, counseling, and assistance on health insurance matters. The grant from ACL helps ensure that States have a network of staff and volunteers to provide accurate and objective health insurance information and assistance in making informed health coverage decisions and understanding related rights and protections. The SHIP program shall provide the following:

A) Counseling and assistance to eligible individuals in need of health insurance; information including but not limited to:
   a. Information that may assist individuals in obtaining benefits and filing claims under Title XVIII and XIX of the Social Security Act.
   b. Policy comparison information for Medicare supplemental policies (as described in section 1882 (g)(1) of Social Security Act, as amended) and information that may assist eligible individuals with filing claims under such Medicare supplemental policies.
   c. Information regarding long-term care insurance.
   d. Information regarding Medicaid programs, including Medicare Savings Programs.
   e. Information regarding other types of health insurance benefits that may be provided to eligible individuals in the State.
   f. Information regarding all Medicare health insurance coverage options.

B) Counseling to individual beneficiaries unable to access other channels of information or needing and preferring locally based individual counseling services.

C) Systems of referral to appropriate Federal or State departments or agencies that provide assistance with problems related to health insurance coverage (including legal programs).

D) Promote awareness of provisions of the Patient Protection and Affordable Care Act, which include:
   a. Medicare prevention and wellness benefits;
   b. Fraud prevention and awareness initiatives; and
   c. Durable Medical Equipment, Prosthetics, Orthotics and Supplies (DMEPOS), and Competitive Bidding Program.

E) Participate in the Health Insurance Marketplace as follows:
   a. When needed, SHIP Staff should refer individuals to other appropriate programs and services including Navigators, Certified Application Counselors, partners, and federal and state resources.

b. To serve individuals who are dually eligible for Medicare and Medicaid, SHIP staff should be trained on changes to their state's Medicaid programs, in order to provide accurate counseling.

F) Establish a sufficient number of staff position (including volunteers) necessary to provide the services of a health insurance information, counseling, and assistance program.

G) Assure that SHIP staff members (including volunteers) have no conflict of interest in providing health insurance information, counseling and assistance, and abiding by the SHP Security Plan Guidelines for Safeguarding confidential beneficiary information.

H) Collect and disseminate timely and accurate health insurance information to staff members, including volunteers.

I) Provide training programs for staff members, including volunteers.

J) Coordinate the exchange of health insurance information between the BGAAAIL, staff of departments and agencies of the State government, other pertinent federal agencies including ACL, and SHIP staff, including volunteers.

K) Make recommendations concerning consumer issues and complaints related to the provision of health care to agencies and departments of the federal and state governments responsible for providing or regulating health insurance.

L) Notify the appropriate BGAAAIL staff of changes in program name, key personnel, contact information, etc. immediately upon learning of the change, but not later than 30 days after a change in contact information occurs.

M) Perform targeted outreach to counsel low-income, dual-eligible, and hard-to-reach populations in rural areas and individuals with Limited-English proficiency.

N) Provide beneficiaries with information and assistance concerning Medicare's Preventive Services, Medicare Annual Wellness visit and other healthy living benefits available through Medicare. Provide beneficiaries access to disease prevention and health/wellness information by using outreach and training strategies.

O) Participate in SHIP training, education and communication activities, such as conference calls, webinars, etc. A portion of funds should be designated for travel expenses to these events (where applicable).

P) Ensure that newly appointed staff attend DAIL and BGAAAIL sponsored SHIP staff training. A portion of funds should be designated for travel expenses to these events.

Q) Maintain capabilities to send and receive email communications and other information through the Internet, including expanding/maintaining Internet capability. Counselors must have access to Internet-based enrollment and other counseling tools at the time and place of counseling.).

R) Permit BGAAAIL to monitor the use of grant funds, providing full information as to use and expenditures.

2.02 Reporting Requirements

a) STATE REPORTING SYSTEM

1) Ensure all reported data is accurately reflected and documented in the State Reporting System no later than the 5th of the following month. The data report information shall match the information submitted on the monthly invoice documents for all programs. Data information shall include:

A) All data required by the ADRC.

B) Complete client records, including intake, screening, the DAIL approved assessment, DAIL approved plan of care, and service units.

b) OAAPS State Program Reports

1) OAAPS reports are completed by the states to provide the Administration on Aging (AoA) with a review of the state's annual performance. Three principal types of data are included:

A) performance data on programs and services funded by the Older Americans Act (OAA);

B) demographic/descriptive data on the older adult population obtained from the U.S. Census Bureau and other sources; and

C) descriptive data on the infrastructure of home and community-based services in place to assist older persons, based on ACL studies and related reviews.

2) The state's annual OAAPS report is a roll up compilation of each individual contractor's OAAPS Report. In order to report the regional performance to the Department for Aging and Independent Living, the Contracted Provider shall:

A) Ensure missing data is not equal to or greater than three percent (3%) in any category.

B) Correct any missing data indicated by BGAAAIL within 2 business days of notification.

c) Program specific reporting requirements

1) Ombudsman

A) Ensure that the previous month's cases, complaints, and program activities are documented in State Reporting System by the 15th of each month.

B) Submit a quarterly report on the regional resolution rate to the Kentucky Long-Term Care Ombudsman and BGAAAIL. When the resolution rate is below 70%, submit a plan to increase the resolution rate for the following quarter. Quarterly reports are due October 1st, January 1st, April 1st, and June 30th.

2.) Title III-B

A) Notify BGAAAIL of waitlist updates monthly.

B) Ensure client service information is maintained and updated annually in the state reporting system.

3) Title III-C1 and Title III-C2

A) Ensure cost effective meals by collecting data including the information listed below. The information shall be available to the DAIL Dietitian upon request and/or during monitoring.

B) Track and compare over-produced meal numbers. This would include meals produced, but not consumed by a participant Document the actions taken when overproduction of food occurs. Ensure the provider agencies operate in compliance with the established policy through on-site monitoring twice per fiscal year.

C) Monitor food service operation including the production, distribution and service systems including both congregate and home delivered, twice per fiscal year to evaluate compliance with the Nutrition Program Policy.

D) Standards for food handling and personal hygiene shall be in accordance with the State Food Service Code (902 KAR 45:005).

E) Monitor food-purchasing practices to ensure best cost.

F) Monitor delivery times, routes and meal temperatures.

G) Maintain documentation of Home Delivered Meals clients who were not home to receive meals.

H) Track volunteer numbers and service time.

G) Retain a copy of the daily menu, as served (including substitutions), for a period of 3 years

H) Develop clear, written policies regarding contributions for services that address at minimum, the use of suggested contribution schedules, contribution policies for staff and guests and provisions for protected the confidentiality of individual client contribution amounts.

I) Ensure Title IIIC meal participants have the opportunity for an option to choose a milk/calcium – rich food item for consumption with their meal. This can be skim milk, 1% milk, 2% milk, 1% chocolate milk, calcium fortified orange juice, strawberry yogurt, strawberry banana yogurt or vanilla yogurt.

4) NSIP

A) Subcontract with the Nutrition Services Provider(s) under the Contractor's APPROVED REQUEST FOR PROPOSAL effective this Subcontract fiscal year to reimburse cash payments in lieu of commodities. The funding cycle for this program is October 1, 2025-September 30, 2026.
B) Disburse NSIP monies based on total number of eligible meals served. Expend NSIP monies within same grant year from the time payment is received.
C) Submit monthly food receipts of NSIP eligible meals by the 8th of the following month.
D) Documentation shall be provided with the monthly invoice that shows meals are domestically produced and processed. The documentation must equal the amount of NSIP funds requested reimbursement.
E) Meet NSIP Core Performance Measure of ensuring that 100% of funds are expended within the Federal grant year of allocation.
F) Maintain records to show the amount of cash received and how it was expended. Financial reports, including food receipts totaling the amount of funds requested, shall be submitted to BGADD upon request for payment.
G) Nutrition Program Management Provider shall solicit bids for any subcontract, for meals based on a request for proposal. Meals shall be bid without regard to funding source and shall contain a ready-to-serve cost and a served-delivered cost.

5) SHIP

A) Complete and electronically submit 100% of the SHIP Client Contact Forms resulting from one-on-one counseling, events, mailings, emails, fax transmissions, or other counselor to client correspondence, and the Public Outreach and Media Outreach forms according to ACL and DAIL guidelines in the STARS system.
B) Report STARS data on a monthly basis. This includes data from the Client Contact form and the Public Outreach and Media Outreach and Education Forms.
C) Submit and maintain registration of Local users of STARS via the STARS website.
D) Implement STARS data system security procedures required by ACL that are designed to secure and protect the confidentiality of data submitted into the SHIP STARS database. This includes regularly confirming the status of SHP users who access the database, confirming users with unique IDs, and utilizing any other procedures that may be required to maintain a secure system. All passwords and password changes must comply with ACL security requirements. The Contractor shall comply with all ACL security requirements regarding the STARS user accounts associated with its program.
E) A ten percent increase in the number of client contacts from FY2024
F) A five percent increase in the number of public outreach and education and media outreach and education from FY2024.
G) Adhere to the designated Resource Report deadline, as established by DAIL. Failure to submit complete and timely information may affect funding.
H) Submit monthly progress reports provided by DAIL, as required by policy on the fifteenth (15th) day of each month following the month of service. Failure to report complete and timely information may affect funding.
I) Retain all records pertaining to the SHIP grant, including STARS data, for a period of three (3) years, after notification of award closeout, as set forth and described by 45 CFR 92.42. Copies or other facsimiles of program records, such as electronic media, are acceptable substitutions for original documents.
J) Submit the training records for each activity including but not limited to:
    a. A listing of staff and volunteers
    b. The training attended
    c. Date of completion
K) Implement the Volunteer Recruitment and Program Management (VRPM) to expand volunteer recruitment, retention, management and training.
L) Advertise SHIP services on the radio to help increase awareness
M) Enhance its organizational websites for use as a volunteer recruitment tool in addition to providing general information to the public
N) Create, during the OEP a Part D Savings spreadsheet for the beneficiaries currently receiving Medicare to track their current plans versus them enrolling in a lower estimated cost plan. This is required to be submitted to BGAAAIL twice during the OEP, on November 15th and then at the end of OEP.
O) Screen everyone who contacts SHIP requesting assistance for LIS/MSP eligibility.
P) To increase Client Contacts, starting in August/September 2025-26 (before OEP) a letter must be mailed to clients that have received services within the last year from the BGAAAIL SHIP program provider that includes a reminder letter about OEP with instructions on what to do with the Part D worksheet that will be included with the letter. If the client returns the Part D worksheet, the SHIP Counselor/Volunteer will run a plan comparison and either mail or email it back to the beneficiary for review.

2.03 Subcontractors

a) Each Subcontractor shall:

1) specify how the provider intends to satisfy the service needs of low-income minority individuals, older individuals with limited English proficiency, and older individuals residing in rural areas in the area served by the provider;

2) to the maximum extent feasible, provide services to low-income minority individuals, older individuals with limited English proficiency, and older individuals residing in rural areas in accordance with their need for such services; and

3) meet specific objectives established by the Bluegrass Area Agency on Aging, for providing services to low-income minority individuals, older individuals with limited English proficiency, and older individuals residing in rural areas within the planning and service area.

4) Subcontractor providing in-home supports must be a certified personal service agency pursuant to 906 KAR 1:180 Section 2(1) through (4) and KRS 216.710(8).

5) Permit BGAAAIL staff to monitor annually, and ensure documentation is maintained and available for BGAAAIL during on-site monitoring, or upon request. Monitoring for Long Term Care Ombudsman services must be performed in coordination with the Kentucky Long Term Care Ombudsman per 910 KAR 1:210.

6) Ensure compliance with applicable statute, regulatory, and contract requirements.

7) Ensure service continuity and for the protection of the health, safety and welfare of the clients receiving services under this Contract. A termination notice of contract must be provided to BGAAAIL with a minimum of 30-day notice. Provider shall continue to provide services for the duration of the contract termination notice.

2.04 Bluegrass Area Agency on Aging and Independent Living Responsibilities

Responsibilities of the AAAIL are largely defined by, but not limited to, the OAA Section 306:

a) Provide, through a comprehensive and coordinated system, for supportive services, nutrition services, senior center services, and other services as designated by DAIL. Supportive Services include but are not limited to Adult Day, Advocacy, Assessment, Assisted Transportation, Case Management, Cash and Counseling, Chore, Counseling, Education, Employment Services, Friendly Visiting, Health Promotion, Home Health Aid, Home Modification, Homemaker, Information and Assistance, Outreach, personal Care, Public Information, Recreation, Respite, Telephone Reassurance, and Transportation,

b) Provide an adequate proportion of funds for the following categories of services:

1) Services associated with access to services (transportation, health services (including mental and behavioral health services), outreach, information and assistance (which may include information and assistance to consumers on availability of services under part B and how to receive benefits under and participate in publicly supported programs for which the consumer may be eligible), and case management services;

2) In-home services, including supportive services for families of older individuals with Alzheimer's disease and related disorders with neurological and organic brain dysfunction; and

3) Legal assistance.

c) Report to the State agency in detail the amount of funds expended for each service.

d) Set specific objectives, consistent with State policy, for providing services and outreach to

1) Older individuals residing in rural areas;

2) Older individuals with greatest economic need;

3) Older individuals with greatest social need

4) Older individuals with severe disabilities;

5) Older individuals with limited English proficiency;

6) Older individuals with Alzheimer's disease and related disorders and their caretakers;

7) Older individuals at risk for institutional placement; and

8) Low-income minority older individuals.

e) Coordinate planning, identification, assessment of needs, and provision of services for older individuals with disabilities, with particular attention to individuals with severe disabilities and individuals at risk for institutional placement, with agencies that develop or provide services for individuals with disabilities.

f) Serve as the advocate for older individuals within the community.

g) The AAAIL shall collaborate with the Kentucky Department for Behavioral Health, Developmental and Intellectual Disabilities State level Mental Health and Aging Coalition and assist the local Mental Health and Aging Coalitions to reach the state level Coalition mission of educating the public, professionals, consumers, caregivers, and other stakeholders, regarding issues related to the aging process and mental health needs of older adults

2.05 General and Administrative Requirements

The Bluegrass Area Agency on Aging and Independent Living, through a variety of contracted providers shall administer all the programs and provide for all the services in accordance with all laws and/or requirements of federal, state, and local fire, health, safety, and sanitation and other standards prescribed in law or regulations; and the terms set forth in this contract, including, but not limited to:

a) Federal Law

1) This grant is subject to the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards under 45 CFR Part 75. These requirements and additional terms and conditions that are applicable to this award can be found on the ACL website (https://www.acl.gov/grants/managing-grant) and include, but are not limited to, the following:

A) Federal Awardee Performance and Integrity Information System (FAPIIS)

B) HHS Grants Policy Statement, Part II

C) Trafficking Victims Protection Act

D) Federal Funding Accountability and Transparency Act (FFATA)

E) Unique Entity Identifier

F) Consolidated Appropriations Act, 2017, Pub. L. 115-31, signed into law on May 5, 2017

b) State Law

1) 910 KAR 1:140

2) 910 KAR 1:170

3) 910 KAR 1:190

4) KRS Chapter 13B – Hearing Procedures Relating to Area Agency on Aging Contractor Selection Actions.

5) KRS 116.048(1)(d) Voter Registration

6) KRS 209.030

7) 910 KAR 1:210

8) KRS 216.541 Willful interference with representatives of Office of the Long-Term-Care Ombudsman prohibited - Retaliation against complainant prohibited - Penalty - Liability insurance for representatives of the ombudsman program.

c) Requirements by the Bluegrass ADD/AAAIL

1) Ensure that all services made available under this Contract are provided and maintained on a continuing basis throughout the fiscal year.

2) Ensure service is in place on the first day of the fiscal year. Any transition costs related to the beginning or termination of a grant will be borne by the Provider.

3) Provide information, upon request of BGADD/AAAIL, concerning all activities performed pursuant to this Contract, including but not limited to, periodic data reporting and data system input concerning program activities or any data that is required by applicable state or federal law.

4) BGADD will never require more documentation of the direct service providers than DAIL requires of the BGADD such that the number of services provided or number of people served by the direct service provider cannot be counted in OAAPS.

5) BGADD will limit the amount of paperwork required of the direct service providers, including using technology where applicable.

6) Utilize the definitions of services provided in this contract including the DAIL taxonomy.

7) Assist BGAAAIL in conducting client surveys regarding aging services. This may include but not be limited to phone surveys, in person interviews, questionnaires, or longitudinal surveys. Results of any surveys will be shared with the District.

8) Attend meetings as scheduled by BGAAAIL, including in-person, telephonic and web-based meetings. When unable to attend, provide notification to BGAAAIL at least one (1) business day in advance to make arrangements with the meeting coordinator to gather information discussed at the meeting.

9) Employ appropriately qualified and trained staff sufficient to carry out the number of programs and types of services provided for participants and provide adequate supervision. A copy of the Provider's current job descriptions must be available upon request.

10) Establish Internet access and maintain at least one business email address that will be the primary receiving point for all email correspondence from BGADD/AAAIL. Provider must notify BGADD/AAAIL of any email address changes within five (5) business days from the effective date of the change.

11) Provide at a minimum the equivalent insurance coverage for real property and equipment acquired or improved with funds under this contract. Providers must provide proof of coverage to BGADD/AAAIL prior to the commencement, and throughout the grant period.

12) Adhere to all deadlines, deliverables, and performance measures stated in this Contract, unless otherwise instructed. Failure to meet deadlines, deliverables, and/or performance measures may result in loss of funds. Willful submission of incomplete or incorrect materials by a deadline in order to meet the deadline and later submit a corrected version will not be acceptable for this Contract and may result in loss of funds.

13) BGADD/AAAIL reserves the right to alter deadlines, deliverables, and performance measures stated in this Contract if needed to comply with federal or state requirements, to improve the delivery of services, or to assist with the administration of this Contract.

14) Provide appropriate language access services (interpreters, captioners, assistive listening devices, etc.) in accordance with the ADA for all services.

15) Provide staff training and information as needed concerning topic and information supplied by BGAAAIL.

16) Ensure in-home service providers are following CDC guidelines for infectious disease control and are working with their local health department to mitigate the spread of infectious disease.

d) Required General Policies and Procedures

The Provider shall maintain written policies and procedures on the agency website that include but are not limited to the following:

1) Personnel, including salary, conditions of employment, and job descriptions relative to all personnel involved in the delivery of services under this Contract.

2) Continuity of services

3) Reporting abuse, neglect, and exploitation as indicated by KRS 209.030 within 24 hours of learning of such incidences. Notify BGAAAIL program staff as well.

4) A disaster plan that shall include:

A) Maintaining communications between BGAAAIL and City/County Local Officials during the time of a disaster unless telecommunication devices are rendered inoperable.

B) Contacting all homebound clients in the designated disaster area within 48 hours of the initial disaster to ensure health, safety, and welfare. Biweekly contact will occur thereafter until the Provider resumes services for the client. Documentation of each contact shall be entered into the state reporting system.

5) Waitlist for services

A) Enter information in the state reporting system for individuals who are on a waitlist.

B) Maintain local, state, and federal information and resource contact information, including private pay option, to be provided to individuals who are waiting for services.

C) Document community resources offered to individuals placed on the waiting list, including private pay options.

D) Maintain a written policy and procedure regarding wait lists for service.

E) Maintain a written policy and procedure that addresses the reasons and length of time a client can be placed on and remain in hold status.

F) Maintain a written policy and procedure that addresses how often the individuals on the waitlist are contacted and how the waitlist is purged.

6) Outreach activities to ensure participation of eligible older persons to inform them about the availability of such assistance with special emphasis on the following groups:

A) Older persons with the greatest economic need (with particular attention to low-income minority older persons and low-income older persons with limited English proficiency);

B) older persons with the greatest social need (with particular attention to low-income minority older persons and low- income older persons with limited English proficiency);

C) older persons with severe disabilities;

D) older persons with limited English proficiency;

E) older persons at risk of institutional placement; and

F) older persons with Alzheimer's disease and related disorders with neurological and organic brain dysfunction (and the caregivers of such individuals);

7) Identifying and serving older persons with the greatest economic or social need, with particular attention to low-income older individuals, including low-income minority older persons and older individuals with limited English proficiency.

8) Satisfying the service needs of low-income minority individuals in the area served by the Provider and serving low-income minority older individuals in at least the same proportion as the population of

low-income minority older individuals bears to the population of older individuals of the area served by the Provider.

9) Identifying the major languages other than English in the service area and developing a plan for providing service to clients proficient in languages other than English. This plan must include the components outlined in the Policy Guidance on the Title VI Prohibition against National Origin Discrimination as it Affects Persons with Limited English Proficiency which can be found at www.lep.gov16.

10) Assure full accessibility of SHIP services to all categories of Medicare eligible individuals, including the aged, disabled, an end stage renal disease patients. SHIP services are to be provided without discrimination on the basis of race, color, national origin, disability, age, sex, or income. Reasonable efforts must be made to accommodate eligible individuals with existing barriers that limit their access to information, e.g., language, visual, hearing or speech impairments, physical accessibility, literacy, and location.

11) Coordination and utilization of the services and resources of other appropriate public and private agencies and organizations.

12) Obtaining participants' views on the services they receive. Eligible participants' input must be sought and utilized in the planning of services. The service provider must have procedures for obtaining the views of participants about the services they receive. Client surveys, interviews using a structured method to obtain information, complaint reviews, Boards of Directors or Advisory Council with more than 50% of members over the age of 60 are methods to meet this requirement.

13) Methods to carry out activities to identify older individuals with greatest economic need who may be eligible to receive, but are not receiving, supplemental security income benefits under Title XVI of the Social Security Act, medical assistance under Title XIX of the Social Security Act, and benefits under the Food Stamp Act of 1977 or benefits under any other applicable program. Contractors shall establish methods to assist older individuals in applying for such assistance and such benefits.

14) Procedures for inventory control in compliance with the uniform standards set forth in 2 CFR 200.310-200.316 governing the management and disposition of property which cost was supported by Grant funds.

15) Methods to assure that older persons are provided with volunteer opportunities. Plans for recruitment, training, supervision and recognition shall be included.

16) Procedures for collecting, handling, counting and depositing contributions for Title III and Homecare services. Voluntary contributions shall be allowed and may be solicited for all services for which funds are received under this Act if the method of solicitation is non-coercive. Contributions shall be encouraged for individuals whose self-declared income is at or above 185% of the poverty line.

17) Procedures for informing participants about voluntary contributions in accordance with the Older Americans Act Sec 315(b).

18) Procedures for informing participants in State funded programs about fees and voluntary contributions in accordance with Section 8 of 910 KAR 1:180.

19) Ensure that all individuals receiving Title III and Homecare services have documentation ensure voter registration information has been offered.

20) Ensure the BGAAAIL SOPs are being followed

21) Procedures for encrypting all electronic communications containing Protected Health Information.

2.06 Financial Requirements

a) Budget

1) Create a budget that accurately reflects the administration of the Bluegrass Regional area plan and the services provided to meet the needs of the community as established in the area plan and which replicates the intrastate funding formula at a county level approved by DAIL.

A) Submit a budget for all programs to BGADD at the beginning of the fiscal year according to specific timelines for return on budget provided in a budget instruction letter by BGADD.

B) The cost of operating supplies, personnel, facilities, travel/training, and any additional major cost categories are included in the fixed unit rate per service as established by BGADD/AAAIL.

C) Budget narratives must be included for all budgets submitted to BGADD on a form provided by BGADD, including initial budgets and any budgetary shifts requiring contract modification.

D) Expend a minimum 65% of Title IIIB funds received to carry out part B on Access Services.

2) Adhere to the approved budget, following outlined procedures for amendments.

A) The Provider shall request written approval for any of the following:

(i) to move funds from one service to another,

(I) Funds cannot be moved from one program to another program,

(II) Budgetary shifts between federal fund programs shall follow the Administration for Community Living (ACL) guidance and can only be completed with BGADD approval

(III) Budgetary shifts between Homecare invoice line items

(ii) to reduce the number of services or persons served

3) Designate no more than fifteen percent (15%) of the total original current fiscal year Homecare allocation for in-home supplies

(I) Person centered planning for in-home supplies must be demonstrated in the participants plan of care

b) Cost Principles

The Provider is responsible for efficient and effective administration of federal/state awards and should administer funds consistent with this agreement, program objectives, and the terms and conditions of the funding awards. All costs should be allowable, reasonable, and allocable. BGADD reserves the right to work with the Provider to redesign a program to make it more cost effective and/or customized to a specific community.

1) Allowability of Costs

A) Funds cannot be used:

(i) As match for another federal grant

(ii) To influence political activities

(iii) For the personal gain of an individual through gifts or cash payments

(iv) For illegal activities or to purchase illegal products

B) Funds must be used:

(i) For activities for which the grant is funded

(ii) Documented properly

2) Reasonable Costs

A) The Provider cannot pay more for something than any other entity would in the same circumstances.

(i) The Provider is expected to:

(I) Shop around, compare prices

(II) Buy the best quality at the best price

(III) Seek guidance if unfamiliar with the quality and pricing of a product or service

c) Match Requirements

1) Provide local match equal to or greater than the amount in effect during the fiscal year prior to the period covered by this contract. Failure to provide the required local match may result in a proportionate reduction of state funding.

2) Meet the match requirements through allowable costs and/or third-party in-kind contributions, state funds, or local cash.

3) Provide substantial documentation including, but not limited to, volunteer forms, provider invoices, and floor plan with square footage in order to verify match.

4) Ensure that the application of funds shall be in accordance with requirements for match of the specific funding source, as referenced in 2 CFR 200.29 and 2 CFR 200.306.

5) The federal share of a project cost, as applicable, is earned only when the cost is accrued and the nonfederal share of the cost has been contributed. Receipt of federal funds (through reimbursement) does not constitute earning of these funds. If the Provider is unable to provide the required local match, there will be a proportionate reduction of the federal allotment.

6) Corroborate match as part of the audit process when a program is subject to an audit under Federal Register Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Section C: Subpart F Audit Requirements for programs funded by state funds.

d) Third Party In-Kind (Non-Cash) Contributions

1) The valuation of third party in-kind (non-cash) contributions must be supported with adequate documentation to include, but not be limited to, documentation of size and value of space donated; total volunteer time spent and total value of time including hours and duties performed; and documentation of item contributed.

2) Third party in-kind contributions shall be defined as stated in 2 CFR 200.29, 2 CFR 200.96, 2 CFR 200.306 and its application shall be subject to applicable portions of this regulation, Federal Register Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and contractual provisions.

3) Document received contributions on the budget pages and third-party in-kind documentation shall be submitted with monthly invoices for the month they are received.

e) Program Income

1) The Provider is encouraged to earn income to defray program costs where appropriate, subject to 2 CFR 200.307.

2) Provide all clients an opportunity to voluntarily donate toward the cost of services, as outlined in policies and procedures.

3) Account for, provide source documentation, and expend program income in accordance with 2 CFR 200.80, 2 CFR 200.307, and as further defined by the Administration on Aging (AOA) Policy.

4) Program income collected by a provider may not be used as match. Program income must be reported by program and submitted to the BGADD, with financial reports, for the ADD's approval.

5) All program income must be used for the expansion of services.

6) Program income must be used during the same budget period and in the same program, in which the income is earned.

f) Documentation of Expenditures

1) Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and sub award documentation. All supporting documentation should be clearly identified with the award and general ledger accounts which are to be charged or credited.

2) Records of expenditures must be maintained for each Award by the cost categories of the approved Budget and actual expenditures are compared with the Budgeted amounts at least quarterly.

3) Ensure that all time billed to case management is spent in administering, planning, facilitation, care coordination, evaluation, and advocating for options and services to meet individuals or caregivers needs through communications, resources, information, and clients' needs.

g) Unexpended Funds

1) Make every effort to expend funds in time allotted. The Provider shall communicate with BGADD frequently about the likelihood of unexpended funds in order for BGADD to identify opportunities for spending within the Region.

2) Acknowledge that funds unexpended at the end of the first six months of this contract may be utilized by one or more counties in the Bluegrass Region for the purpose of carrying out the Regional Area Plan on Aging.

3) Upon confirmation of final closure of audit, or final expenditure report, any funds remaining from the allocation shall be refunded to BGADD.

h) Responsibilities

1) Acknowledge that for state-funded contracts, BGADD reserves the right to withhold payments under this Contract and provide services directly to the counties within the Region if BGADD determines that the Provider's performance under this Contract has endangered the health, safety, or welfare of its clients or if BGADD determines the Provider has failed to comply with Federal or State Laws, including the area plan requirements, regulations, or policies.

2) Acknowledge that if the Provider fails to meet any individual component of these requirements, it shall have all reimbursement request(s) held regardless of funding source, program, and amount until such time as the budget report complies with all requirements set forth above.

3) Monitor and respond to any fiscal and/or program exceptions established by evaluation, monitoring and/or auditing of this Contract, and resolve promptly any monitoring, fiscal and program audit exceptions by making direct payment or reduction of future reimbursement, or by other methods approved by BGADD.

i) Audit Requirements

1) After acceptance by the Governing body, the Contractor shall submit an electronic copy of the final audit report and final audited invoice to BGADD by 4:30 pm Eastern Standard Time, December 31st of the current year. Failure to submit the final audit report by the due date may result in forfeit of unexpended funds.

2) The Contractor shall have a financial audit for the period ending June 30th of the current year conducted in accordance with:

A) Federal Register Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Section C: Subpart F Audit Requirements:

(i) Section 200.501 (a): non-federal entities that expend $750,000 or more in a year in Federal awards shall have a single audit; or

(ii) Section 200.501(d): non-federal entities that expend less than $750,000 in a year in Federal awards are exempt from a single audit.

B) Government Audit Standards, 2011 Revision, as issued by the Comptroller General of the United States, and

C) Auditing standards generally accepted in the United States of America.

3) The audit report shall contain a supplemental BGADD Schedule which summarizes Aging funds received by the Contractor. The auditor must issue an opinion on this supplemental schedule. The schedule shall:

A) Present by program the revenues, expenditures, and excess (deficit) of revenues over expenditures. The totals of these programs are to be presented in a separate column. Matching funds are to be separated out by Local Cash, In-Kind, and Program Income.

B) Include an integral disclosure note that shall describe details of deferred revenue.

C) Include notes that describe accounting policies used in preparing the schedule.

D) Note if the Contractor elected to use the 10% de minimis cost rate as covered in Section 200.414 of Federal Register Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Section C: Subpart F Audit Requirements.

4) If the Contractor pays federal or state funds to vendors, contractors, or subcontractors who are not subject to the audit requirements of this contract, then the Contractor shall, at a minimum, provide the final expenditures reports of those entities.

5) If the Contractor is required to make revisions to its fourth quarterly report as a result of the audit, the revised quarterly report shall be marked as "Audited".

6) The auditor or audit firm shall be a member of the American Institute of Certified Public Accountants (AICPA) and be licensed by and registered with the Kentucky Board of Accountancy, which includes being enrolled in a peer review program. The audit firm's professional members shall maintain their professional proficiency through continuing education and training. Auditors assigned to the engagement shall maintain, at a minimum, the Continuing Professional Education (CPE) requirements of the current edition and official interpretations of Government Auditing Standards (a/k/a Yellow Book).

7) The Contractor shall ensure that the auditor, if in agreement with recommendations of the reviewer, makes timely revisions to the audit report or performs additional follow-up audit work in order to correct quality deficiencies, or if not in agreement, responds in writing why the review recommendation is not valid or not warranted.

8) The Contractor shall not pass-on to BGADD or any program funded by BGADD the costs incurred by the independent auditor for time spent correcting deficiencies in audit reports.

9) Any communications with those charged with governance from the independent auditor to the Contractor, immediately upon receipt, and in particular if there are issues or findings of:

A) Abuse, fraud, illegal acts, or noncompliance with provisions of laws, regulations, contracts, or grant agreements, which could have a direct and material effect on determination of financial statement amounts.

B) Significant deficiencies or material weaknesses in internal control over financial reporting or major programs, or material questioned costs.

10) Any correspondence from a federal agency with audit oversight to the Contractor that concerns financial or compliance issues of an audit, immediately upon receipt.

11) For questions concerning audit requirements or requests for audit deadline extensions, please contact the assigned BGADD Financial Liaison.

12) A copy of any Corrective Action Plan as a result of financial statement findings or federal awards findings and questioned costs sent by the Contractor as a response to the independent auditor or to a federal agency.

13) If the Contractor fails to meet any individual component of these requirements, all reimbursement requests shall be held for payment by BGADD regardless of funding source, program, and amount until the audit report complies with all requirements set forth above.

2.07 Program Requirements

a) Service Population and Eligibility

1) Serve any person age 60 years or older in need of service in the project area regardless of other eligibility criteria normally in use by the Provider. The Provider may not impose a requirement as to duration of residency or citizenship as a condition of service. (SHIP/Legal Services Provider only: except where the applicant is undocumented and does not meet the definition for service under VAWA and/or LSC.)

Service must be accessible and available to people with disabilities and limited English-speaking older persons. Priority must be given to providing services that will assist and benefit older persons with the greatest social need, economic need, limited English Proficient and those at risk for institutional placement.

2) Provide services to the following older adult demographic groups, at minimum, in proportion to their representation in the overall age 60+ population in their service area:

A) Older individuals (60+) with greatest economic need;

B) Older individuals (60+) with greatest social need;

C) Low-income minority older (60+) individuals; and

D) Older individuals (60+) with limited English proficiency.

3) Maintain a policy and procedure that ensures Homecare service delivery is person centered and and to notify client of any change in schedule within one (1) business day.

4) Maintain a written policy and procedure regarding Homecare supplies noting that a limit has been set at seven-hundred dollars ($700) per client per fiscal year, based on need.

5) Provide services throughout the entire service area for which funding is being awarded.

6) Ensure that client eligibility has been determined according to program regulations, prior to the provision of services and that required client information including eligibility, assessments, and journal entries are entered into the state reporting system.

7) Ensure that clients meeting program eligibility requirements shall only be removed or denied services if said client meets the requirements of 910 KAR 1:220 (7)(4)(b).

8) Ensure Homecare clients meet eligibility as outlined in 910 KAR 1:180 Section 4, Eligibility

(A) Utilize a DAIL priority screening. Persons aged sixty (60) and over who are frail, homebound by reason of illness or incapacitating disability, or otherwise isolated shall be given priority in the delivery of services per 910 KAR 1:220

9) Ensure that services and information shall be offered to those clients that express a desire to pursue private pay designation, and a policy is in place to provide appropriate language access services (interpreters, captioners, assistive listening devices, etc.) in accordance with the ADA for all clinical services.

10) Make the best use of existing resources, including but not limited to the following:

A) Incorporating the "informal" network into the services design;

B) Using volunteers and other available local resources as appropriate;

C) Leveraging local support from local municipalities, foundations, school districts, civic groups, fundraising, etc. to increase funds available and create stronger local ownership of the programs; and

D) Coordinating and complementing the existing formal service network – public, non-profit and for-profit.

11) Administer the SHIP program by providing:

A) Counseling and assistance

1. to eligible individuals in need of health insurance
2. to individual beneficiaries unable to access other channels of information or needing and Preferring locally based individual counseling services

B) Information and referral regarding:

1. obtaining benefits and filing claims under Titles XVIII and XIX of the Social Security Act.
2. Policy comparison information for Medicare supplemental policies (as described in section 1882 (g)(1) of the Social Security Act, as amended) and information that may assist eligible Individuals with filing claims under such Medicare supplemental policies
3. long-term care insurance
4. all Medicare health insurance coverage options, including Medicare Savings Programs
5. other types of health insurance benefits that may be provided to eligible individuals in the Region
6. appropriate Federal or State departments or agencies that provide assistance with problems Related to health insurance coverage (including legal problems)
7. other appropriate programs and services including Navigators, Certified Application Counselors, partners, and federal and state resources
8. Medicare's Preventive Services, Medicare Annual Wellness visit and other healthy living Benefits available through Medicare
9. Provide beneficiaries access to disease prevention and health/wellness information by using Outreach and training strategies

C) Promote awareness of provisions of the Patient Protection and Affordable Care Act, which Include:

1. Medicare prevention and wellness benefits;
2. Fraud prevention and awareness initiatives; and
3. Durable Medical Equipment, Prosthetics, Orthotics and Supplies (DMEPOS), and Competitive Bidding Program

b) Changes to Services

1) Notify BGAAAIL in advance of any planned closure of the Provider on a day that would normally be a working day (i.e. staff retreats, unofficial holidays). An agency calendar provided to BGAAAIL is sufficient.

2) Notify BGAAAIL as soon as a decision is made for an unplanned closure that will disrupt the provision of services (i.e. senior center or Provider office closed due to inclement weather).

3) Provide educational materials to each participant regarding substantial changes to the service delivery of programs within five (5) business days, when indicated to do so by BGAAAIL.

4) Post any information regarding local information and assistance changing in services, closure on website and social media.

c) Record Maintenance & Documentation

1) Ensure client records are transferred appropriately, when necessary. Upon termination of this Contract, copies of all appropriate records of all active clients and/or participant data shall be provided to the new service provider in accordance with policy.

2) Ensure the retention of client-specific records, in a secured physical or electronic location, for five (5) years after the last date of service. All records pertaining to the SHIP grant including STARS date shall be retained for a period of 3 years, after notification of award closeout, as set forth and described by 45 CFR 92.42. Copies or other facsimiles of program records, such as electronic media are acceptable substitutions for original documents.

3) Ensure that confidential data is destroyed in accordance with Federal, State, or local privacy laws and regulations.

4) Ensure that back-up documentation is provided for any and all expenditures and revenue claimed on all invoices including but not limited to detailed payroll reports, subcontractor invoices, financial system generated reports, and any additional requested documentation.

5) Ensure all client documentation is available for review in the state reporting system.

6) Ensure documentation is available at monitoring and upon request by BGADD/AAAIL.

7) Submit required documentation electronically to the designated BGADD/AAAIL staff.

8) Ensure that SHIP staff members (including Volunteers) have no conflict of interest in providing health insurance information, counseling and assistance, and abiding by the SHIP Security Plan Guidelines for safeguarding confidential beneficiary information.

9) Document Homecare Client monthly contacts within the client's record in state reporting system that include evaluation of the client's continued need for services and any change in condition or change in status including informal supports, new service providers, reduction or increase of need, and goals.

10) Ensure Homecare Client journal entries and notes justifying clients need for service and service delivery shall be entered in state reporting system for all Homecare clients in accordance with the BGAAAIL policies and procedures.

11) Document in each Homecare Client's electronic file that resources provided through natural supports have been exhausted before accessing Homecare funds. Documentation shall also include demonstration that the client is not eligible to receive the same services through the Kentucky Medicaid Program or Ky Department of Veterans Affairs programs as applicable.

12) Ensure a signed copy of the participant's rights and responsibilities is given to the participant and their legal guardian or POA and the copy of the participant's rights and responsibilities document is placed in the participant's electronic or paper file, as applicable. Electronic signatures and electronic storage are acceptable.

d) Training

1) Staff providing services under this contract, including staff of subcontractors, should be adequately trained to fulfill their duties.

2) Ongoing training should be provided by the Contractor to staff providing services under this contract. Topics should be relevant to the job duties and population served. The number of hours of training should reflect the type of position (i.e.more training hours for a social worker or case manager).

(a) all Homecare Case Managers shall complete sixteen (16) hours of in-service training on aging and disability related topics every fiscal year. Documentation of each case manager's training shall be kept by the Contractor and available for monitoring or upon request by BGAAAIL.

3) Documentation of training shall be available upon request and should indicate the training date, number of hours, training topic, the trainer, and validation by signature or electronic means (i.e. an email certificate or webinar screenshot).

4) All staff and volunteers shall be trained annually on preventing, identifying, and reporting abuse, neglect, and exploitation of older adults. Training should be provided by individuals or organizations with expertise in working with older adults and educated in elder justice.

5) All staff and volunteers shall complete Dementia training offered through the Office of Dementia and supported by BGAAAIL.

6) SHIP counselors should be trained and receive regular updates on Medicaid changes, Medicare changes, Medicare Advantage, initiatives impacting the dual eligible population, and other relevant health insurance information.

7) All online training shall be submitted to BGAAAIL for pre-approval.

8) Mandatory training for SHIP counselors shall include:
-Prescription Drug Plan and Medicare Health Plans
-Filing original Medicare and private insurance claims and/or preparing Medicare appeals
-Comparing policies and explaining what services each policy provides
-Complying with data and performance reporting through SHIP reporting and Tracking System (STARS)
-Policy and procedures for basic SHIP administration
-Volunteer Management
-Program Integrity and quality assurance

9) Participate in web-based and virtual trainings as directed by BGAAAIL.

10) Racial equity and cultural humility training, and organizational efforts reflective of the individuals residing in the region according to the most recent census report. Training should be provided by individuals or organizations with expertise in the field of racial equity and connected to organizational efforts that focus on external equity issues (e.g., program outcomes) as well as internal equity issues (e.g., a racially equitable workforce).

11) Suicide Intervention Awareness

12) Homecare Case Managers shall work with the Kentucky Department of Veterans Affairs to ensure coordination of benefits to those who may be eligible for programs and assistance.

13) Ensure Homecare homemakers providing in-home services are adequately trained.

A) Each new homemaker shall be provided a training course with a minimum of eight (8) hours of coursework. In addition, new employees shall shadow an experienced homemaker for at least eight (8) hours.

(a) Training topics shall include but not be limited to:

a. Working with Older Individual
b. Working with Individuals with Disabilties
c. Client Confidentiality
d. Maintaining a Clean and Safe Environment
e. Recognizing and Reporting Abuse, Neglect, and Exploitation
f. Skills-related training to perform job duties
g. Cultural humility
h. Person-Centered services

(b) Training for new employees shall be provided at a frequency that allows direct service providers to adequately hire and on-board staff in order to meet the needs of clients.

B) Homemakers shall be provided a minimum of eight (8) hours of training annually.

Training may be provided by:

(1) A recognized institution of learning such as a vocational school, a community college;
(2) An agency charged with education of the public in health-related matters such as the American Red Cross;
(3) Or may be provided by the employing agency utilizing a designated coordinator and appropriate professional specialists as instructors;
(4) Instructors shall include a nurse; a social worker; a home economist; nutritionist or dietitian; professional or homemaker employees

14) A record of training and attendance must be kept and provided during monitoring or upon request.

a) Records should adequately depict the subject, number of hours, and other pertinent information to assure these standards have been met.

e) Staffing for Homecare

A) Provide sufficient supervisory staff to ensure effective administration and coordination of the Homecare program with the following duties:

(a) meet all requirements of 910 KAR 1:180
(b) Perform in-house monitoring of 10% of case records, documenting findings on a quarterly basis
(c) Take corrective actions on areas identified as deficient
(d) Provide in-house trainings and technical assistance based on the findings
(e) Provide in-house review of 25% of all closed cases prior to final close. Documentation of findings and resolutions should be available at monitoring

B) Provide sufficient staff to carry out case management and assessment duties described in 910 KAR 1:180 who meet the requirements outlined in 910 KAR 1:180, Section 5 and also perform the following duties:

(a) Document community resources offered to individuals placed on the Homecare Waitlist
(b) Document in the client's electronic record, on a monthly basis, contacts that include evaluation of the client's continued need for services and any change in condition or change in status including informal supports, new service providers, reduction or increase of need, and goals
(c) Review a social security award letter, bank statement, or official document to verify income and document in the client's file. Document in the state reporting system.
(d) Determine client eligibility, including any required fees utilizing the Homecare fee Schedule
(e) Utilize the person-centered planning approach and document the process in the client record including who was involved, agency, and services they will provide
(f) Record in electronic file informal and formal supports in the homecare client's plan
(g) Record all contacts with the client and/or caregiver, ensuring a minimum of one (1) contact per month
(h) Do not duplicate Medicaid Waiver services and document ineligibility of same or similar services through Medicaid in the client's file
(i) All documentation should be recorded in the state recording system.

C) Ensure that in-home service providers have a scheduling supervisor who monitors and communicates the delivery of services to the case management provider

D) Ensure staff fulfilling the duties of social service assistant (SSA) meet program qualifications per 910 KAR 1:180, 1 (19)(a-h)

f) Volunteers

1) Ensure volunteers that are providing direct service are trained on their role and the Federal, State, local, and contractual requirements of their duties.

2) Ensure volunteers performing the work of a paid staff position meet all qualifications of the position.

3) Maintain volunteer records including but not limited to training, total number of volunteers, training hours provided, job description, and work completed.

4) Provide or arrange for appropriate insurance coverage to protect volunteers from personal liabilities.

g) Acknowledgements

1) Ensure public awareness materials supported with state/federal funds and allocated to the Contractor through this Contract contain the following statement: "This information is made possible by state and/or federal funding provided by the Kentucky Department for Aging and Independent Living."

SHIP materials: "This publication/project was supported by Kentucky with financial assistance, in whole or in part, through a grant from the Administration for Community Living"

2.08 Requirements Specific to Title III Programs

a) Intake and Screening

1) Registered Services as Defined by the Administration on Community Living

A) Utilize ADRC screening to determine eligibility for Title III programs and to provide community resources to potential clients on the waiting list for Title III services.

B) Provide person centered planning and transition support for consumers and families with multiple needs.

C) Record in state reporting system those demographics required by the Administration for Community Living.

2) Unregistered Services

A) Record in state reporting system those demographics required by BGAAAIL and DAIL and make reasonable effort to record additional demographics.

b) Match Requirements

Program	Federal	State/Local
Title III Administration	**75%**	**25%**
Title III-B Supportive Services,	**85%**	**15%**
Title IIIC-1, Congregate	**85%**	**15%**
Title IIIC-2, Home Delivered Meal	**85%**	**15%***
III-D Health Promotion and Disease Prevention	**100%**	**n/a**
Title III-E National Family Caregiver Support Program	**75%**	**25%**
***5% of the 15% Match Requirement must come from state sources.**		

c) Additional Requirements for Title IIIB Supportive Services

1) In-home services shall only be contracted with those personal service agencies certified pursuant to KY Office of the Inspector General. This certification must remain effective for the duration of the contract year.

2) Provide in-home services to clients based upon the client's needs assessment.

3) Ensure current services provided to the client reflect the care plan.

4) Report in-home client contacts and any change in the client's status in state reporting system

5) Utilize the person-centered planning approach and document the process in the client record including who was involved, the agency, and services they will provide.

6) Providing general information to or conducting follow-up for potential clients on the waiting list may not be recorded as a case management service, but may be recorded as a supportive service where applicable (i.e. information and assistance).

7). Ensure homemakers providing in-home services are adequately trained.

A) Each new homemaker shall be provided a training course with a minimum of eight (8) hours of coursework. In addition, new employees shall shadow an experienced homemaker for at least four (4) hours.

a. Training topics shall include but not be limited to:

1. Working with Older Individuals

2. Working with Individuals with Disabilities

3. Client Confidentiality

4. Maintaining a Clean and Safe Environment

5. Recognizing and Reporting Abuse, Neglect, and Exploitation

6. Skills-related training to perform job duties

b. Trainings for new employees shall be provided at a frequency that allows direct service providers to adequately hire and on-board staff in order to meet the needs of clients.

B) Homemakers shall be provided a minimum of six (6) hours of training annually.

C) Training plans must be approved by BGAAAIL.

D) A record of training and attendance must be kept and provided during monitoring or upon request.

a. Records should adequately depict the subject, number of hours, and other pertinent information to assure these standards have been met.

d) Additional Requirements for Ombudsman

1) Ensure compliance with 910 KAR 1:210.

2) Engage with community partners to inform and educate residents, organizations, the long-term care industry, and the general public on issues affecting the long-term care system, the Ombudsman Program, and resident rights per 910 KAR 1:210 Section 4(2)(j).

3) Participate in elder abuse prevention activities including but not limited to:

A) Training facility staff

B) Providing information to facility residents

C) Providing information to caregivers, family, friends, and support networks of facility residents

4) Ensure that for maintenance of effort, the Contractor shall expend on activities of the Ombudsman Program not less than the amount of Title III funds expended by the Contractor in Federal Fiscal Year 2019, pursuant to section 306 (9) (A) of the Older Americans Act,. If the Contract fails to meet any individual component of this requirement it shall have a reduction in administrative funds equal to the unmet maintenance of effort for this program for the next fiscal year.

5) Provide thorough documentation in state reporting system including but not limited to:

A) Ombudsman activities

(i) complaints closed

(ii) consultations to facility staff

(iii) information and assistance to individuals

(iv) participation in facility surveys

(v) resident council participation

(vi) family council participation

(vii) facility visits

B) Training

(i) volunteer ombudsman

(ii) friendly visitors

(iii) ombudsman staff

(iv) facility staff

C) Community Education

6) Employ one (1) full time District Long-Term Care Ombudsman.

7) Recruit volunteers to ensure adequate presence in each long-term care facility.

8) Increase long-term care resident knowledge of home and community based long-term services and supports options.

e) Additional Requirements for Title III-C1 Congregate Meals and Title III-C2 Home Delivered Meals

1) Ensure every meal shall provide one-third (1/3) of the dietary reference intake (DRI), meet the requirements of the most recent Dietary Guidelines for Americans, and have been approved every 3 years or at each bid cycle (whichever is the less duration) by a Kentucky dietitian or certified nutritionist. This includes emergency and shelf-stable meals.

2) Ensure Title IIIC meal participants have the opportunity for an option to choose a milk/calcium – rich food item for consumption with their meal. This can be skim milk, 1% milk, 2% milk, 1% chocolate milk, calcium fortified orange juice, strawberry yogurt, strawberry banana yogurt or vanilla yogurt.

3) Employ a site director on a paid or volunteer basis who is responsible for activities at the site. OAA Title III-C1 funds may pay a maximum of five (5) hours per day of the site director's time.

f) Additional Requirements for Title III-C1 Congregate Meals

1) Provide one (1) hot or nontraditional congregate meal per day, five (5) or more days per week, within each county (except in a rural area where such frequency is not feasible and less frequency is approved in writing by BGAAAIL).

A) All exception requests must be approved by BGAAAIL before the Contractor can serve congregate meals less than five (5) days per week in a rural area.

2) Perform nutrition screening using questions required by DAIL at intake and at least annually thereafter.

a. The score assigned to each question and the total score shall be recorded in state reporting system.

3. Implement a plan for nutrition education that shall include a minimum of one (1) session each month. Information provided should be derived from a reputable, professional source.

g) Additional Requirements for Title III-C2 Home Delivered Meals

1) Administer Title III-C2 Home Delivered Meals in accordance with the OAA, 910 KAR 1:190 and the provisions of this contract.

2) Provide one (1) hot or nontraditional home delivered meal per day, five (5) or more days per week.

3) Perform nutrition screening using questions required by DAIL at intake and at least annually thereafter.

A) The score assigned to each question and the total score shall be recorded in state reporting system.

4) Implement a plan for nutrition education that shall include a minimum of one (1) session each month. Information provided should be derived from a reputable, professional source.

5) Ensure clients meet eligibility as outlined in 910 KAR 1:190 Section 2(3), Eligibility and document how participants of home delivered meals meet eligibility:

A) unable to attend a congregate site because of illness or an incapacitating disability and

B) there is no one in the home able to prepare a nutritious meal on a regular basis.

6) Provide documentation of approval for provision of non-traditional meals.

A) Include documentation of contact with participants who receive non-traditional meal delivery less than once a week.

B) Complete and retain non-traditional meal assessments on all Home Delivered Meal clients receiving non-traditional meals and record the following items in the participant's record:

(i) The need for further nutrition and/or malnutrition risk intervention as determined by a score of six (6) or greater and malnutrition risk score of 2.

(ii) Intervention provided based on score.

(iii) Follow up on previous interventions.

h) Additional Requirements for III-D Disease Prevention and Health Promotion **(Title IIIB Providers Only)**

1) Administer Title III-D Disease Prevention and Health Promotion services and information that are evidence-based at senior centers, at congregate meal sites, or through home delivered meals programs, or other appropriate sites in accordance to section 361 of the OAA, any policies and procedures required of the chosen program, and the provisions of this contract.

2) Ensure Title III-D funds are only utilized for programs that have been, through rigorous evaluation, demonstrated to be evidence-based and effective according to the definitions of the ACL and approved by BGAAAIL.

3) BGAAAIL reserves the right to limit the programs available for selection to more efficiently utilize financial resources and improve the health outcomes across the Region.

4) All programs utilizing Title III-D funding must be pre-approved by BGAAAIL. Contact Meaghan Rooks at mrooks@bgadd.org for program approval.

5) Contractor must provide a minimum of two (2) BGAAAIL approved evidence-based intervention in each Senior Center per fiscal year.

6) Each Title IIIB Provider must engage with local health departments to promote smoking cessation among older adults.

i) Additional Requirements for Title III-E National Family Caregiver Support Program

(Title IIIE Provider Only)

1) Participate in conference calls and attend BGAAAIL meetings or trainings as scheduled and requested by BGAAAIL.

2.09-Monitoring Requirements

The ADD shall monitor and evaluate the performance of activities under of all programs in accordance with this Contract, (45 CFR 1321.11), 910 KAR 1:220, 910 KAR 1:210, 910 KAR 1:180 and all other federal and state laws, regulations, and licensure requirements.

a) Contractor shall ensure that client eligibility has been determined, according to each program regulation, prior to the provision of services and entered into state reporting system and STARS prior to service implementation.

b) Contractor shall respond to BGAAAIL monitoring reports by submission of and compliance with a corrective action plan based on monitoring results.

c) Provide training and technical assistance regarding corrective action plans as needed.

2.10-Related Documents and Materials Incorporated by Reference

KRS Chapter 13B Administrative Hearings KRS 45A Kentucky Model Procurement Code

KRS 116.048 Voter registration agencies

KRS 147A.115 Annual reports of receipt and expenditure of state and federal funding

KRS 205.211 Secretary to correct any underpayment or overpayment of public assistance benefits KRS 209.030 Reports of adult abuse, neglect, or exploitation

200 KAR 2:006 Employees' reimbursement for travel

KRS 216.541 Willful interference with representatives of Office of the Long-Term-Care Ombudsman prohibited - Retaliation against complainant prohibited - Penalty - Liability insurance for representatives of the ombudsman program.

KRS 216.710 Personal services agencies

200 KAR 2:006 Employees' reimbursement for travel

910 KAR 1:140 Appeal Procedures

910 KAR 1:170 Older Americans Act Supportive Services for the Elderly

910 KAR 1:180 Homecare program for the elderly

910 KAR 1:190 Nutrition program for older persons

910 KAR 1:210 Kentucky Long-term Care Ombudsman Program

910 KAR 1:220 General administration, programs for older individuals and persons with disabilities

2020 Reauthorization of the Older Americans Act

2.11 - Equipment and Property

The Vendor shall not purchase equipment or property with contract funds, unless and except as specifically authorized under the scope of work and specifications of this Contract.

If equipment and property purchases are specifically allowed by the Scope of Work the following shall apply:

A. Requirement of Inventory

1. Inventory Tracking

The Vendor shall conduct a complete, physical inventory of all equipment and/or furniture purchased with funds from this contract and provides such upon monitoring annually. If missing, Said items shall be submitted to the contract specialist identified on the title page as well as acknowledgement that the item was located or missing, and where applicable the steps taken to locate the item and/or report such to the police. If an item is/has been

transferred to another location or there is a custodian change, a CHFS-117 form is to be immediately completed and routed to the BGAAAIL Director.

2. Loss/Destruction

The Vendor shall immediately notify the BGAAAIL if an item purchased with funds through this Contract is damaged, missing, or stolen. In compliance with KRS 45.313, the Vendor shall forward in writing to BGAAAIL the item description and corresponding property tag number with a written explanation of how the item was damaged, missing, and a police report if the item was stolen.

3. Surplus

All Region owned property and supplies no longer needed, may be declared surplus and disposed of upon prior approval from the BGAAAIL. Upon identification of items to be surplused or returned, the Vendor shall complete a B-217 and mail it to the BGAAAIL Director within thirty (30) calendar days when any of the following occurs:

a. The equipment or furniture is no longer needed by the Vendor and is available for surplus;

b. The contract is terminated; or

c. The contract period ends and will not be renewed.

Upon receipt of the B-217, the Agency's property officer shall review the fixed asset information and advise if the disposal method requested is approved. If the item(s) were purchased by federal funds, any funds received from the sale of the equipment having an acquisition cost of $5,000 or more, must be credited against the appropriate federal grant.

As soon as possible, but no later than five (5) business days of terminating this contract for any reason, the Vendor shall deliver to BGAAAIL: a complete and current inventory, including the information referenced in Section 9.48, of any and all of the Agency's equipment and furniture in its possession, custody, or control. Within thirty (30) business days of the contract expiration/termination date, the Vendor shall return or make available any equipment and/or furniture.

If needed, both the CHFS 117 and 217 forms can be obtained by contacting Sole Point of Contact listed on the Title Page.

SECTION 3-PRICING/INVOICING

a) Payments by BGADD to the Contractor shall be conditioned upon:

1) receipt of appropriate, accurate, and actual invoices along with backup documentation including source documentation,

2) receipt of invoices by the 8th day of the month following month of service,

3) continued satisfactory performance, as determined by BGAAAIL, and

4) the availability and allocation of local agency or governmental funds, or state or federal funds necessary to finance the performance of the services described in this Contract.

5) Payment by BGADD to the Contractor shall be made only after approval and full execution of this Contract.

6) Reimbursement of actual allowable expenditures shall be made in accordance with the approved budget and only after the BGADD Financial Officer or their designee has approved the invoice. Payment shall be made upon receipt of funds from CHFS/DAIL to BGADD.

b) Pursuant to KRS 205.211, the CHFS Cabinet Secretary has the authority to correct any underpayment or overpayment of public assistance benefits.

c) Requirements for Invoices

Invoices may be submitted between the sixth (6th) and eighth (8th) day of each month following the month of service to BGADD by the Contractor.

Invoices must be submitted in accordance with Section 3.00 A – Payment and at a minimum include:

A) Vendor's name and address.

B) Program that invoice(s) are using for funding.

C) Clearly list dates of service (from and to) in stated format example: January 1, 2026 to January 31, 2026.

D) The dates covered by the invoice must be between the first day of the month and the last day of the month. Invoices cannot cover part of a different month. For example, April's invoice would be April 1 through April 30, not April 1 through May 19.

E) Total amount due for the current billing cycle.

F) Cumulative total for all invoices to date.

If invoices are not received by the 8th, no approval or payment will take place until the following month's submission of invoices. In this event, individual monthly invoices are required and will not be accepted in a combined amount on a single invoice.

If notification of incorrect invoices is received, the Contractor will have one (1) business day to respond.

If invoices are not correct in totality (financial and programmatic) within one (1) business day, payments will not be made until the following month with the submission of that month's invoice.

The above policies exclude the procedures for the month of June.

A) June invoices shall be due to BGADD in compliance with the Commonwealth's fiscal year close out procedure.

B) A closing memo will be issued to the Contractor upon notification to BGADD by DAIL providing the timeline that must be adhered to for the June invoicing schedule.

All services billed must be documented as required in state reporting system and/or other program-specific systems. **Required data on invoices or invoice backup forms must match data recorded in state reporting system**.

Invoices for payment shall be submitted electronically to the BGADD Aging Accounting Specialist.

Payment shall be conditioned upon receipt of appropriate, accurate, and acceptable invoices submitted in a timely manner.

The Contractor shall submit monthly invoices. The invoice must include at a minimum:

1. Vendor's name and address.

2. Program that invoice(s) are using for funding.

3. Clearly list dates of service (from and to).

Example

Monthly Invoice: Dates of Service from: July 1, 20XX to: July 31, 20XX

4. Date of Invoice (date invoice is prepared). July's invoice should be prepared no later than August 15, 20XX.

5. Total amount due for the current billing cycle.

6. Cumulative total for all invoices to date.

7. Detailed description of services provided.

Invoices that do not contain the requirements above will be rejected and sent back to the Contractor for re-invoicing.

d)--BGADD shall recoup any funds it determines are unallowable, excessive, and unreasonable. All costs must follow the guidelines set forth below:

e) Payment will be made to Contractor via electronic banking transaction upon BGADD receiving payment from CHFS/DAIL.

SECTION 4-BGADD GENERAL TERMS AND CONDITIONS

4.00-Memorandum of Agreement Standard Terms and Conditions

4.00.01-Contract Components and Order of Precedence

The BGADD's acceptance of the Contractor's offer indicated by the issuance of a Contract Award by the BGADD and approved by the BGADD Executive Board shall create a valid Contract between the Parties consisting of the following:

1. This written agreement, all attachments thereto, and any subsequent written amendments to this Agreement; and

2. The Contractor 's final written budget or proposal.

In the event of any conflict between or among the provisions contained in the Contract, the order of

precedence shall be as enumerated above.

4.00.02-Term of Contract

The term of the Contract is to be for the period of July 1, 2025 through June 30, 2026

The Terms and Conditions of this Contract may be extended or amended according to the provisions of KRS Chapter 45A.

4.00.03-Changes and Modifications to the Contract

Pursuant to 200 KAR 5:311, no modification or change of any provision in the Contract shall be made, or construed to have been made, unless such modification is mutually agreed to in writing by the Contractor and the BGADD, and incorporated as a written amendment by the BGADD/AAAIL prior to the effective date of such modification or change. Modification shall be subject to prior approval from the Bluegrass Aging Advisory Council, or this authorized designee, and the BGADD Executive Board. Memoranda of Understanding, written clarification, and/or correspondence shall not be construed as amendments to the Contract.

If the Contractor finds at any time that existing conditions make modification of the Contract necessary, it shall promptly report such matters to the Contract Specialist identified on page 1 for consideration and decision.

4.00.04-LRC Policies

Pursuant to KRS 45A.725, LRC has established policies which govern rates payable for certain professional services. These are located on the LRC webpage and would impact any contract established under KRS 45A.690 - 45A.725, where applicable.

A link to the LRC webpage is as follows:

See: https://apps.legislature.ky.gov/moreinfo/Contracts/homepage.html

4.00.05-Choice of Law and Forum

This section does not apply to governmental or quasi-governmental entities.

This contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any action brought against the BGADD on the contract, including but not limited to actions either for breach of contract or for enforcement of the contract, shall be brought in Franklin Circuit Court, Franklin County, Kentucky in accordance with KRS 45A.245.

4.00.06-Authorized to do Business in Kentucky

The Contractor affirms that it is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state and will remain in good standing to do business in the Commonwealth of Kentucky for the duration of any contract awarded.

If a foreign entity, The Contractor shall maintain certification of authority to conduct business in the Commonwealth of Kentucky during the term of this Contract. Such registration is obtained from the Secretary of State, who will also provide the certification thereof.

4.00.07-Registration with the Secretary of State by a Foreign Entity

Pursuant to KRS 45A.480(1)(b), an agency, department, office, or political subdivision of the Commonwealth of Kentucky shall not award a state contract to a person that is a foreign entity required by KRS 14A.9-010 to obtain a certificate of authority to transact business in the Commonwealth ("certificate") from the Secretary of State under KRS 14A.9-030. If the foreign entity is not required to obtain a certificate as provided in KRS 14A.9-010, the foreign entity should identify the applicable exception. Foreign entity is defined within KRS 14A.1-070.

4.00.08-Payment

The Contractor shall maintain supporting documents to substantiate invoices and shall furnish same if required by BGADD. The invoice must conform to the method described in Section 2.06 and 3-Payment and Invoicing Requirements of this Contract.

4.01-General Provisions

4.01.01-Headings

The section headings in this Contract are for reference and convenience only and shall not have any effect on the construction or legal effect of this Contract.

4.01.02-Assignment

This Contract shall be binding upon and inure to the benefit of the respective legal successors of the Parties. However, neither this Contract nor any rights or obligations hereunder may be assigned, in whole or in part, without the prior written consent of CHFS, and BGADD Executive Board.

4.01.03-No Required Use of Contract

This Contract does not guarantee any minimum use of services. The BGADD/AAAIL reserves the right to leave all, or any portion, of the contract unused and/or to establish other contracts for additional and/or related services.

The BGADD/AAAIL may undertake or award other contracts for additional or related work, services, supplies, or commodities, and The Contractor shall fully cooperate with such other contractors and BGADD/AAAIL employees. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by BGADD/AAAIL employees.

4.01.04-Severability

It is understood and agreed by the Parties that if any part, term, or provision of this Contract is held by the courts to be illegal or in conflict with any law of the Commonwealth of Kentucky or of the United States of America, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Contract did not contain the particular part, term, or provision held to be invalid, if the remainder of the Contract is capable of performance.

4.01.05-Indemnification

The Contractor shall indemnify and hold harmless BGADD and its agents, representatives, officers, directors, employees, insurers, successors, and assigns from and against any and all expenses, costs (including attorneys' fees), causes of action, liability, loss and/or damages suffered or incurred by it or

any of them, that results from or arises out of (a) this Contract; (b) any and all acts of the Contractor and or its Subcontractor(s); (c) the policies and procedures of the Contractor, specifically including all Contractor employment practices employed by Contractor during the term of this or any prior Contract with BGADD; (d) any dishonest, fraudulent, criminal, or negligent or unauthorized acts or errors or omissions which are committed by Contractor or any of Contractor's employees or agents or Subcontractors; (e) the publication translation, reproduction, delivery, performance, use or disposition of any data produced by BGADD in an unauthorized manner, provided that such action was not taken by Contractor or as a result of the express written request of CHFS; or (f) Contractor's failure to comply with any applicable state or federal laws or regulations.

4.01.06-Sovereign Immunity

The Parties expressly agree that no provision of this Contract constitutes a waiver by BGADD or the Commonwealth of Kentucky of any immunities from suit or from liability that BGADD or the Commonwealth of Kentucky may have by operation of law.

4.01.07-Force Majeure

Events or conditions beyond the reasonable control of the Parties shall not be construed as non-performance, nor shall reductions be applied as a result of such events. Events or conditions beyond the Party's reasonable control include, but are not limited to, natural or man-made disasters, weather events, transportation crashes, labor strike or shortage, war, riot or other civil unrest, or state or national declared emergency, including a pandemic, or public utility failures. However, BGADD retains the right to obtain the necessary services elsewhere in the event of such non-performance by the Contractor. In this event, the Parties shall negotiate in good faith any appropriate offset to the compensation payable under this Contract. The Contractor shall cooperate and shall require that any Subcontractor cooperate with BGADD in such event. The existence of such causes of delay or failure will extend the period of performance in the exercise of reasonable diligence until after the causes of delay or failure have been removed. Each Party must inform the other, orally or in writing, as soon as possible of the existence of a force majeure event. In order to preserve this right as a defense each Party must inform the other in writing, with confirmation of receipt, within twenty (20) business days of the existence of a force majeure event or otherwise waive this right as a defense to a claim by the other Party of non-performance.

4.01.08-Maintenance of Insurance

During the term of this Contract, The Contractor shall maintain and shall require any Subcontractor to maintain their directors and officers liability insurance, Workers' Compensation insurance, employer liability insurance, and such other liability insurance as reasonably necessary in The Contractor's business judgment to provide adequate coverage against losses and liabilities attributable to the respective acts or omissions of The Contractor and the Subcontractor(s) in the performance of this Contract. The Contractor shall provide or cause to be provided and shall require any Subcontractor to provide or cause to be provided evidence of such coverage upon request.

To the extent that The Contractor and any Subcontractor are not self-insured, each shall, in any event, name BGADD as an additional insured on any policy of coverage, with the exception of the Workers' Compensation and any reinsurance. The Contractor and any Subcontractor shall notify BGADD of the evidence of insurance coverage within five (5) business days of coverage. Notice shall be sent in writing to BGADD.

BGADD shall not be responsible for any premiums or assessments on the policy or policies held by The Contractor or any Subcontractor under this Contract. BGADD may, at its sole option, pay one or more premiums, if it decides that to do so would be in the best interest of the Program. Should BGADD exercise this option, it shall be fully reimbursed by The Contractor, either by The Contractor directly or by an offset against future payments.

The Certificate of Insurance for any policy other than self-insurance or any reinsurance must require that the insurer shall not cancel the coverage without thirty (30) days prior written notice to BGADD.

The Contractor shall notify BGADD within five (5) business days of any cancellation or interruption of The Contractor or Subcontractor's insurance coverage. BGADD shall require in any subcontracts that the Subcontractor provide such notice within five (5) business days to The Contractor and BGADD. The Contractor shall assure and require that any Subcontractor assure that insurance is in effect at all times during the life of this Contract. If their respective insurance coverage expires at any time during the term of this Contract, The Contractor and any Subcontractor shall provide at least thirty (30) calendar days prior to the expiration date, to the extent possible, a new Certificate of Insurance evidencing coverage as provided herein for not less than the remainder of the term of this Contract.

4.01.09-Licensure, Certification, and Registration

The Contractor shall:

1. Ensure that all appropriate licenses, registrations, and/or certifications necessary for performance under this contract are in good standing and maintained at all times; readily accessible; and available for production upon request.

4.01.10-Permits, Licenses, Taxes, and Laws

The Contractor shall procure all necessary permits and licenses and abide by all applicable laws, regulations, and ordinances of all federal, state, and local governments in which work under this Contract is performed.

To the extent required by law, The Contractor shall pay any sales, use, personal property and income taxes related to this Contract. Any other taxes levied upon this Contract, shall be borne by the Contractor.

Contractor shall be responsible for all applicable Federal (including FICA), State and Local tax withholdings.

4.01.11-Legal Proceedings

Except as specifically disclosed in writing to BGADD by The Contractor, prior to the date of this Contract, The Contractor certifies there are no suits, investigations, or other proceedings pending or threatened against The Contractor or any Subcontractor that would have a material effect on The Contractor's ability to perform under this Contract, or on Subcontractors ability to perform under their respective subcontracts, if applicable. Further, The Contractor shall notify BGADD within one (1) business day, and in writing within three (3) business days, of any suits, investigations, or other proceedings involving the Contractor related to this Contract. The Contractor shall send written notice to the BGADD/AAAIL Contract Designee.

4.01.12-No Grant of Employment or Agency

Nothing in this Contract shall be construed, in any way, as granting to any individual providing services under the Contract any of the claims, privileges, or rights established or recognized under KRS Chapter 18A or KAR Title 101.

At no point shall any individual providing services under this Contract be considered a full-time or part-time employee of BGADD, for any purpose, including but not limited to unemployment, taxes, withholding, health insurance, liability, retirement, Workers' Compensation, vacation, sick or other

leave, the Family Medical Leave Act, accrued benefits, evaluations, or any other purpose. At all times, any such individual shall be considered and deemed to be an employee, volunteer, or independent contractor of the Contractor shall be a third-party beneficiary of this Contract or an agent or an employee of the BGADD.

4.01.13-Discrimination Prohibited

During this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment or any individual requesting or receiving services from Contractor based on race, religion, color, national origin, sex, disability, age, political beliefs, veteran's status, national origin, or any protected class identified in federal, state or local laws. The Contractor will not retaliate for prior civil rights activity. The Contractor agrees to comply with , as applicable, the Kentucky Civil Rights Act, the Americans with Disabilities Act of 1990 as Amended (ADA), Section 1557 of the Patient Protection and Affordable Care Act, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as applicable, and all other applicable federal, state and local regulations relating to prohibiting discrimination.

2. The Contractor agrees to post in conspicuous places, available to program or service applicants or recipients, notices setting forth the provisions of this non-discrimination clause.

3. In all program or service solicitations or advertisements placed by or on behalf the Contractor will state that they will not discriminate against anyone applying for or receiving assistance or services based on race, religion, color, national origin, sex, disability, age, political beliefs, or reprisal or retaliation for prior civil rights activity, or any other protected class identified in federal, state, or local laws.

4. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be cancelled, terminated or suspended in whole or in part, and such other sanctions that may be imposed and remedies invoked as provided in or as otherwise provided by law.

5. In compliance with the prohibition against Disability discrimination and in compliance with the implementing guidance for the Americans with Disabilities Act issued by the Department of Justice, the Contractor agrees to provide, free of charge, appropriate accommodations for applicants or recipients with disabilities, including auxiliary aids and services for persons with disabilities who require alternative means of communication.

6. In compliance with the prohibition against National Origin discrimination and, by extension discrimination based on Limited English Proficiency (LEP), the Contractor agrees to provide meaningful language assistance measures free of charge to program or service applicants or recipients with Limited English Proficiency. The language services shall:

A. Be consistent with the general guidance document issued by the Department of Justice, which sets forth the compliance standards recipients of federal financial assistance must follow to ensure that LEP persons have meaningful access to the program's services and activities;

B. Have a method of identifying LEP individuals; and

C. Provide language assistance measures (e.g., oral interpretation and written translation services; training of staff; note to LEP persons of availability of language access assistance; monitoring compliance, etc.).

4.01.14-Staffing

Any individual providing services under this Contract must not be included on any formal registry or listing that is required by law and which relates to abuse, neglect, sexual offenses, or other inappropriate practices or which, in any way, prohibits their employment for or performance of the services required herein, including but not limited to the nurse aid abuse registry and the Child Abuse Prevention and Treatment Act registry. In the event of any such listing or registration, the Contractor shall immediately notify BGADD/AAAIL.

Any individual providing services under this Contract must not be prohibited or debarred from providing services or participating in any state or federal governmental program, including but not limited to the Medicare and Medicaid programs. In the event of any such prohibition or debarment, the Contractor shall immediately notify BGADD/AAAIL.

4.02-Contract Performance

4.02.01-Service Delivery Requirements

All services provided by the Contractor shall be in accordance with all applicable federal and state statutes and regulations.

4.02.02-Total Amount of Funds and Budget Revisions

BGADD shall have the right to recoup the amount of any overpayment, regardless of the reason for the overpayment. Any reconciliation or settlement of fund balances contained in the Summary Line Item Section of this Contract shall be negotiated between BGADD and the Contractor and determined as soon as feasible before the end of the scope of work as set forth under the Contract.

The Contractor shall not request a budget revision within the last sixty (60) days of the contract period.

4.02.03-Subcontractors

Unless otherwise provided for in this contract, the Contractor shall make no subcontract with any other party for furnishing any of the work or services herein contracted without written consent of the BGADD. This provision shall not require the approval of contracts of employment between the Contractor and personnel assigned for services thereunder. The Contractor shall be solely responsible for performance of the entire Contract whether or not subcontractors are used.

4.02.03.01-Responsibility for Subcontractor Contract Requirements

All references to the Contractor shall be construed to encompass both the Contractor and any Subcontractors of the Contractor. The Contractor's contract with any Subcontractor related to this Contract shall specify that all requirements of this Contract are applicable and binding on the Subcontractor. If requested, the Subcontractor must make available to the Contractor and BGADD, copies of personnel records and documentation of employees' compliance with this Contract.

Prime Contractor is responsible for carrying out the Affirmative Action Steps outlined in 2 CFR Part 200.321 when selecting subcontractors.

4.02.03.02-Subcontractor Monitoring Requirements

The Contractor shall monitor Subcontractors for compliance with this Contract and the specific provisions of the Contractor's contract with the Subcontractor.

4.02.04-Indirect Cost

Except as otherwise authorized by this Contract, no indirect costs shall be reimbursed.

4.02.05-Financial Record Retention

The Contractor agrees to maintain all records pertaining to this Contract for a period of not less than three (3) years after all matters pertaining to this Contract (e.g., audit, settlement of audit exceptions, disputes, etc.) are resolved in accordance with applicable federal and/or state laws, regulations, and policies (except as may otherwise be specified in this Contract).

4.02.06-Confidential Information

The Contractor shall comply with the state and federal rules law governing access to and use of information and data provided by BGADD/AAAIL or collected by the Contractor. The Contractor will use such information or data only for those purposes expressly authorized in this Contract. The Contractor will keep all confidential information and data confidential. The Contractor shall have an appropriate agreement or policy with its employees to that effect. Any dissemination of information about projects funded and the scope of work described in the terms and conditions of this Contract, must be fully documented and reviewed by the BGADD's project manager before any representation, electronic or otherwise, of projects, their funding sources, use of data, or data analyses may be posted to a web page or otherwise published.

Any dissemination of information about projects funded and the scope of work on this Contract must be fully documented and reviewed by the BGADD's project manager before any representation of projects, their funding sources, use of data, or data analysis may be posted to a web page or otherwise published.

BGADD, the Cabinet, the Office of the Attorney General, the Office of the Auditor of Public Accounts, or any representative of a government funding agency authorized to review records for audit or investigation purposes shall have unrestricted access on demand to the Contractor's policies and procedures for compliance with these confidentiality requirements, the confidentiality agreements with its personnel, and subcontractor confidentiality assurances.

The foregoing will not apply to:

1. Information that the BGADD/AAAIL has released in writing from being maintained in confidence;

2. Information that at the time of disclosure is in the public domain by having been printed and published and available to the public in libraries or other public places where such data is usually collected; or

3. Information that, after disclosure, becomes part of the public domain as defined above, through no act of the Contractor; or

4. Information required to be disclosed by law.

The Contractor shall have an appropriate agreement with its Subcontractors extending these confidentiality requirements to all Subcontractors' employees.

4.02.07-HIPAA Confidentiality Compliance

The Contractor agrees to abide by the "HIPAA Privacy Rule," 45 CFR Parts 160 and 164 established under the Health Insurance Portability and Accountability Act, Public Law 104-191 (42 USC 1320d).

4.02.08-Response/Compliance with Audit Findings

The Contractor shall comply with and shall ensure any Subcontractor complies with any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle relating to this contract. The Contractor will provide BGADD, for BGADDs' approval, a Corrective Action Plan that addresses deficiencies identified in any audit(s), review(s), or inspection(s) within thirty (30) calendar days of the close of the audit(s), review(s), or inspection(s). The Contractor shall bear the expense of compliance with any noncompliance finding that impacts or is related to the Contractor's work under this Contract. Noncompliance may also result in penalties.

4.02.09-Research Project Approval and Institutional Review Board Requirements

If applicable, any proposed research project under under this Contract shall follow the procedures and protocols in 920 KAR 1:060 which provides for the Cabinet's review of research projects supported or funded in whole or in part through CHFS. If the proposed research project involves human subjects, it shall comply with federal regulations 45 CFR 46 and the requirements of the Cabinet's Institutional Review Board for the Protection of Human Subjects (IRB). The project manager assigned by CHFS will provide all documentation and protocols for review and approval by the CHFS IRB. No research may begin until the IRB approves the project.

4.02.10-Performance-Based Penalties

Upon a determination of failure to perform services outlined in Section 2-Scope of Services, the BGADD may issue penalties up to five percent (5%) of the total amount of contract for each instance of non-performance.

If the BGADD elects not to exercise any of the penalty clauses herein in a particular instance, this decision shall not be construed as a waiver of the BGADD's right to pursue the future assessment of any performance standard requirement and associated penalties. In addition, a Corrective Action Plan may be issued as outlined in item 1.B. below.

The BGADD/AAAIL will work with the Contractor to resolve performance issues at all times.

1. Requirement of Corrective Action:

   A. Letter of Concern

   Should the BGADD determine that the Contractor or any Subcontractor is in violation of any requirement of this Contract, the BGADD shall notify the Contractor of the deficiency through a "Letter of Concern." The Contractor shall contact the BGAAAIL's representative designated by the BGADD within two (2) business days of receipt of the Letter of Concern and shall indicate how such concern is unfounded or how it will be addressed. If the Contractor fails to timely contact the designated representative regarding a Letter of Concern, the BGADD shall proceed

to the additional enforcement contained in this Contract.

B. Corrective Action Plan

Should the BGADD determine that the Contractor or any Subcontractor is not in substantial compliance with any material provision of this Contract, they shall issue a written deficiency notice and require a corrective action plan be filed by the Contractor within ten (10) business days following the date of the notice.

A corrective action plan shall delineate the time and manner in which each deficiency is to be corrected. The plan shall be subject to approval by BGADD/AAAIL or the BGADD Executive Board, which may accept the plan as submitted, may accept the plan with specified modifications, or may reject the plan within ten (10) business days of receipt. BGADD may reduce the time allowed for corrective action depending upon the nature of the deficiency.

C. Failure to Respond to Letter of Concern or Corrective Action Plan Notice

Failure of the Contractor to respond to a Letter of Concern within two (2) business days of receipt of the Letter of Concern may result in the delay or suspension of pay until all conditions of the contract are met.

D. Request for Extension

Upon request, BGADD may extend the time allowed for both a response to the Letter of Concern and a Corrective Action Plan depending upon the nature of the deficiency. The Contractor shall request an extension of time in writing from the representative designated in the Letter of Concern or the written deficiency notice. The written request shall contain a justification and proposed extension period.

2. Failure to Correct any identified deficiency may result in cancellation of this contract.

3. Upon timely resolution of all performance-based issues outlined in the Corrective Action Plan, and if BGADD chose to withhold up to 5% of total amount of the contract, Contractor shall receive reimbursement of those funds.

4.02.11-Performance and Evaluation

BGADD may complete a Performance Evaluation (PE) once a year to document contract performance. PE documents will be maintained by BGADD. Performance documented by PE may be considered when making future awards. To obtain a copy of the PE documents completed for this Contract, contact the Contract Specialist identified on page 1.

4.02.12-Provisions for Termination

The Contract shall be subject to the termination provisions set forth in 200 KAR 5:312. This Contract may be terminated:

- If the Contractor is in default of its contractual obligations, after the BGADD has provided the Second Party written notice of the identified deficiencies and a specified time to cure; For convenience of the BGADD by providing the Contractor thirty (30) calendar days written notice of termination;
- Immediately for cause;
- Upon less than thirty (30) calendar days notice to the Contractor, upon written determination

of the BGADD, or his designee, for convenience of the Bluegrass Service Area.

All termination notices shall be sent certified mail, return receipt requested and in accordance with 200 KAR 5:312.

4.02.13-Business Continuity, Disaster Recovery, and Information Security Requirements

The Contractor shall maintain and implement a Business Continuity Plan, Disaster Recovery Plan, and Information Security Plan, which shall detail the steps The Contractor will take in the event of an outage or failure of either The Contractor's or BGADD's data or communication or technical support system. Such plans shall enable The Contractor to continue to meet all contractual requirements of BGADD. The Contractor shall provide a copy of its plans upon request. All costs associated with activating and sustaining execution all plans shall be borne by the Contractor.

4.02.14-Protection of Personal Information Security and Breach Investigation Procedures and Practices Act

When applicable, contractors that receive Personal Information, as defined by KRS 61.931, shall secure and protect the Personal Information by complying with all applicable requirements of the Personal Information Security and Breach Requirements contained in KRS 61.931-KRS 61.934. In accordance with KRS 61.932(2)(a), the Contractor shall implement, maintain, and update security and breach investigation procedures that are appropriate to the nature of the information disclosed and that are at least as stringent as the security and breach investigation procedures and practices established by the Commonwealth Office of Technology:

See:

http://technology.ky.gov/ociso/Pages/InformationSecurityPolicies.StandardandProcedures.aspx

The Contractor shall comply with all applicable notification provisions in KRS 61.932 and KRS 61.933. The Contractor agrees to undertake a prompt and reasonable investigation of any security breach, as defined in KRS 61.931, as required by KRS 61.933. Upon conclusion of an investigation of a security breach of Personal Information, the Contractor agrees to an apportionment of the costs of the notification, investigation, and mitigation of the security breach. The Contractor agrees that the BGADD may withhold payment(s) owed to the Contractor for any violation of the requirements contained in KRS 61.931-KRS 61.934. The Contractor agrees to cooperate with the BGADD in complying with any response, mitigation, correction, investigation, and notification requirements of the Act.4.03-Breach and Contract Termination.

4.03-Breach and Contract Termination

4.03.01-Remedies for Breach

In the event of breach of contract by the Contractor, BGADD may pursue any remedy available to it under this Contract, KRS Chapter 45A, or by law. The remedies may be invoked without regard to the existence of any other available remedy and may include the enforcement of any holdback provision or payment of any specified liquidated damages.

4.03.02-Transition/Turnover

In the event of non-renewal or termination, upon receipt of required notice of non-renewal or termination, the Contractor shall provide any turnover assistance reasonably necessary to enable BGADD or its designee to effectively close out the Contract and move the work to another Contractor

or to perform the work by itself.

The Contractor shall:

1. Provide detailed transition documents at no additional cost to BGADD.

2. Be responsible for the orderly transition of work and the accuracy of data in coordination with the new Contractor.

3. Within ten (10) calendar days after written notification by BGADD of the initiation of transition, provide a detailed Transition Document. Upon receipt of the detailed Transition Document by BGDD, BGADD shall review the document and within fourteen (14) calendar days provide written instructions to The Contractor as to the packaging, documentation, delivery location, and delivery date of all records, as needed to provide orderly transition. If BGADD determines upon review that the Transition Document is missing necessary information, BGADD shall provide The Contractor written instructions as to the information that is still needed, and The Contractor shall amend the Transition Document to include the necessary information.

4. Deliver a complete accounting and report as of the date of termination about the status of services. This report shall be provided to BGADD within twenty-one (21) days of the effective date of termination.

5. Transfer all documents and records pertaining to this Contract in its possession within twenty-one (21) days of the effective date of termination. All documents shall be in a BGADD-approved format.

6. Provide reasonable and appropriate assistance to BGADD and its designee(s) regarding the contents of such documents and records, and shall provide reasonable and appropriate reference materials, including data models and file documentation. This assistance shall be provided to the BGADD within twenty (20) days of the effective date of termination.

7. Pay any and all additional costs incurred by BGADD that are the result of The Contractor's failure to provide the requested records, documents, data or materials within the time frames agreed to in the Transition Document.

4.04-Miscellaneous Provisions

4.04.01-Advertising Award Prohibition

The Contractor shall not refer to the Award of Contract in commercial advertising in such a manner as to state or imply that the firm or its services are endorsed or preferred by the Bluegrass ADD/AAAI.

4.04.02-Bankruptcy

In the event the Contractor becomes a debtor in a case pending under the Federal Bankruptcy Code, the BGADD's right to terminate this Contract may be subject to the rights of a trustee or a debtor-in-possession in bankruptcy to assume or assign this Contract. The trustee shall not have the right to assume or assign this Contract unless the trustee:

1. Promptly cures all defaults under this Contract;

2. Promptly compensates the BGADD for the monetary damages incurred as a result of such default; and

3. Provides adequate assurance of future performance, as determined by the BGADD.

4.04.03-Code of Ethics

The Contractor and all personnel who may provide services under this Contract or any subcontract with the Contractor shall abide by any applicable code of ethics or conduct. Failure of the Contractor to abide by the applicable code of ethics may result in the immediate termination of the contract.

4.04.04-Notices and Pamphlets

All notices, employment, advertisements, information pamphlets, research reports, and similar public notices prepared and released by the Contractor, pursuant to this Contract, shall include a statement identifying the appropriate source of funds, for the project or service, including but not limited to, identifying whether the funding is in whole or in part from federal, CHFS, or other state funds.

4.04.05-Scientific Misconduct

If applicable the Contractor shall set out a procedure for the inquiry, investigation, appeal, and disposition of complaints alleging misconduct in activities involving any and all research projects funded, in whole or in part, with federal funds included in this Contract, and as authorized under the Public Health Services research grants. Such policies and procedures shall be in accordance with the provisions of 42 CFR Part 93, and shall be made available, upon request, to BGADD and CHFS. The Contractor shall immediately report to BGADD of any activity reported to The Contractor under this section.

4.04.06-Intellectual Property

Any formulae, methodology, or other reports and compilations of data provided by the BGADD to the Contractor to meet the terms and conditions of this Contract shall be the exclusive property of BGADD. Any other use of these materials must be reviewed and approved in advance by BGADD. Any intellectual property owned by the Contractor prior to this Contract shall remain the exclusive property of the Contractor.

Any formulae, methodology, other reports, or compilations of data prepared or produced by the Contractor pursuant to this Contract shall, upon request, be made available for use by BGADD without charge. The BGADD reserves a royalty-free, non-exclusive, and irrevocable right to reproduce, publish, or otherwise use the formulae, methodology, or other reports and compilations of data prepared or produced under this Contract.

4.04.07-Business Associate Agreement

A Business Associate Agreement has been determined to be unnecessary for this Agreement.

SECTION 5-FEDERAL REQUIREMENTS

If federal funds are utilized, the Contractor is responsible for complying with all provisions of 2 CFR Part 200, Appendix II.

5.00-Certain Provisions Contained Within 2 CFR, Part 200, Appendix II

5.00.01-Clean Air Act and Federal Water Pollution Control Act

The Contractor and Subcontractors shall agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. Violations shall be reported to the HHS and the appropriate Regional Office of the Environmental Protection Agency.

5.00.02-Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, Lower Tier Covered Transactions

In accordance with Federal Acquisition Regulation 52.209-5 and 2 CFR 180.300, 2 CFR 200.318, 2 CFR 200.303, and FAP 111-59-00, the Contractor certifies by signing the Contract, that to the best of its knowledge and belief, the Contractor and/or its Principals is (are) not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency. If debarred during the life of the contract, the Contractor shall notify the BGADD buyer of record within seventy-two (72) hours of the federal debarment. For this certification, "Principals," means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).

5.00.03-Certification of Lobbying Activities

The Contractor shall disclose any lobbying activities in accordance with Section 1352, Title 31, U.S. Code. The Contractor 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. 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 $10,000.00 and not more than $100,000.00 for each such failure.

5.00.04-Equipment

For reimbursement type contracts, the Contractor shall not purchase equipment or property with contract funds, unless and except as specifically authorized under the scope of work and specifications of this

Contract.

Equipment and property reimbursed by BGADD for the purposes of fulfilling the requirements of this Contract, requires prior approval by the BGADD and CHFS before the federal government will allow the costs in accordance with 2 CFR, Part 200.

5.00.05-Telecommunications and Video Surveillance Services or Equipment

In accordance with 2 CFR: 200.216, Contractors and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;
(2) Extend or renew a contract to procure or obtain; or
(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or system that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

I. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities)
II. Telecommunications or video surveillance services provided by such entities or using such equipment.
III. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

5.00.06-Domestic Preferences for Procurements

In accordance with 2 CFR: 200.322(a):

a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
b) For purposes of this section:
    1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
    2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregate such as concrete; glass, including optical fiber; and lumber.

5.00.07-Procurement of Recovered Materials

In accordance wlth 2 CFR: 200.323:

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified int the EPA guidelines.

5.01-Subrecipient Provisions

This Contract has been identified as a subrecipient agreement. The Contractor (subrecipient) and all lower tier subrecipients shall comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), and the federal funding agency implementing regulations.

Federal agency implementing regulations for the Uniform Guidance are as follows:

2 CFR Part 300, Department of Health and Human Services

2 CFR Part 400, Department of Agriculture

2 CFR Part 802, Department of Veterans Affairs

2 CFR Part 910, Department of Energy

2 CFR Part 1500, Environmental Protection Agency

2 CFR Part 2205, Corporation for National and Community Service

2 CFR Part 2400, Department of Housing and Urban Development

2 CFR Part 2800, Department of Justice

2 CFR Part 2900, Department of Labor

2 CFR Part 3474, Department of Education

Unless otherwise indicated by this Agreement, this sub-award does not include Research and Development.

The Contractor (sub-recipient) and all lower tier sub-recipients shall adhere to all the requirements of the federally approved grant application, Notice(s) of Grant Award and Terms and Conditions. The Contractor shall be fully liable for federal refund of any deficiencies identified in audit, state or federal review.

5.01.01-Federal Funding Accountability and Transparency Act Compliance

In accordance with 2 CFR, Part 170, the Contractor shall comply with the Federal Funding Accountability and Transparency Act (FFATA or Transparency Act), including registration of an unique entity identifier number if the amount of Federal funding awarded to the Contractor is $25,000.00 or more.

The Contractor must disclose to BGADD the names of the top five executives and total compensation to each, if:

1. More than 80% of the Contractor's annual gross revenues originate from federal funds (received directly or indirectly), and those revenues are greater than $25,000,000.00 annually; and

2. Compensation information is not already available to the public (such as, through reporting under the Securities Exchange Act of 1934. See 2 CFR, Part 170 for additional details regarding executive compensation requirements).

5.01.02-Audit Requirements

The Contractor (sub-recipient) shall have an audit conducted in accordance with Generally Accepted Government Auditing Standards and 2 CFR, Part 200, Uniform Guidance, Subpart F – Audit Requirements. The audit report's accompanying financial statements shall be issued in accordance with Generally Accepted Accounting Principles (GAAP) and reflect its financial position, results of operations or changes in net assets, and, where appropriate, cash flows for the fiscal year audited.

The audit shall cover each fiscal year period of the contract duration, and a copy of the Contractor's audit report(s), federal schedule of expenditures, supplemental information by cost center and/or program and audit findings with corrective action plan shall be submitted to the Contract Specialist within nine (9) months after the fiscal year end.

Should the audit report refer to a separate management letter of findings, the Contractor shall include a copy of the management letter with the audit report and comments and/or a corrective action plan. All material findings shall be reported in the audit section of audit findings and shall include the management's response and/or corrective action as required by 2 CFR, Part 200, Subpart F.

The audit report shall include a schedule of expenditures of federal awards and all federal award identification information as stipulated by 2 CFR, Part 200, Subpart F requirements.

The audit report shall include supplemental information of all federal grant and/or award expenditures by cost centers and/or programs identifying all administrative and indirect cost for each state fiscal year. The Contractor shall include in the supplemental information a list of their sub-recipients of federal monies received through this Agreement and provide their sub-recipient name, and unique entity identifier, Catalog of Federal Domestic Assistance (CFDA) number and description, sub-recipient's expenditures and related contract number in addition to all other information as required in 2 CFR, Part 200.

Upon request, a copy of the engagement letter shall be submitted to the agency contact identified in the Contract Commodity Line 1 Extended Description no later than three (3) months prior to The Contractor's fiscal year end, unless BGADD grants an extension in writing. If the Auditor of Public Accounts (APA) is to perform the audit, the name of the APA auditor and the anticipated start date shall be submitted to the agency contact identified in the Contract Commodity Line 1 Extended Description no later than three (3) months prior to fiscal year end, unless that office or its designee grants an extension in writing.

5.01.03-Response/Compliance with Audit Findings

The Contractor shall comply with and shall ensure any sub-recipient's or Subcontractor's compliance with any finding of noncompliance with any law, regulation, audit, inspection, or generally accepted accounting principle relating to this contract. The Contractor will provide BGADD, for BGADD's approval, a Corrective Action Plan that addresses deficiencies identified in any audit(s), review(s), or inspections(s) within thirty (30) calendar days of the close of the audit(s), review(s) or inspection(s). The Contractor shall bear the expense of compliance with any noncompliance finding that impacts or is related to the Contractor's work under this contract.

5.01.04-Reporting Requirements

1. Single Audit Report: When applicable, the Contractor shall ensure audit reports are made available through the Federal Audit Clearinghouse, in accordance with 2 CFR 200.512(b), and shall provide notice of audit completion and availability within ten (10) calendar days of submission to the Federal Audit Clearinghouse, to the individual identified on page 1 of the Contract. If not required to submit audit reports through the Federal Audit Clearinghouse, the Contractor shall submit three (3) written copies of the audit report or an electronic copy to the individual identified on page 1 of the Contract no later than six (6) months following the end of the fiscal year audited, unless an extension is approved in writing by BGADD.

2. All reports and documentation: Electronic submission of required documents may be acceptable at the discretion of the Agency Contact identified on page 1 of the Contract.

5.01.05-Cost Share or Matching

If indicated elsewhere in this Agreement, the Contractor (Sub-recipient) shall provide the required match as outlined in the approved grant application. The Contractor shall be fully liable for refund of any match deficiencies identified in audit. The cost sharing or matching contributions shall meet all of the following criteria:

- Are verifiable from the Contractor's records;

- Are not included as match contributions for any other award;

- Are necessary and reasonable for the accomplishment of project or program objectives;

- Are allowable under 2 CFR Part 200, Subpart E – Cost Principles;

- Are not paid by the federal government under another federal award, except where the federal statute authorizing a program specifically provides that federal funds made available for such program can be applied to matching or cost sharing requirements of other federal programs and written authorization has been received from the other federal program; and

- Conform to other provisions of 2 CFR, Part 200, and the federal funding agency implementing regulation for 2 CFR, Part 200, as applicable.

5.01.06-Certification Regarding Drug-Free Workplace

The Contractor certifies that it will comply with the drug-free workplace requirements in 2 CFR Part 182.

5.01.07-Additional Information Required Under 2 CFR §200.331(a)(1)

Upon request, the BGADD will make available any additional information required under 2 CFR §200.331(a)(1), Federal Award Identification.

Bluegrass Area Development District

Addres

Contact

Web

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

June 23, 2025

To: BGADD/AAAIL Contracted Service Providers

RE: Fiscal Year 26 Contract

Dear Provider:

Enclosed is the FY26 contract. At this time, we have not received the FY26 funding allocation from DAIL. We anticipate that to be released later this month. We will begin the process of calculating that out per program/provider and send to you for your budgeting process as soon as we can.

Please sign the signature page of boiler plate contract and Attachment "Drug Free Workplace Requirements" and mail back to me. Your contract will not be in effect until I have received those 2 signed documents from you. You may email the documents to me and follow up with the original in the mail if you prefer. You do NOT need to send the contract boiler plate back to me or the other informational attachments.

We look forward to working with you in the upcoming year. If you have any questions regarding this contract, please don't hesitate to contact me.

Celeste Robinson, Director
Bluegrass Area Agency on Aging & Independent Living

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0108-25

File ID:	0108-25	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	01/23/2025
File Name:	Opioid Litigation Settlement Agreement with Attorney General and Kroger Company			**Final Action:**	02/06/2025

Title: A Resolution authorizing the Mayor or her designees, on behalf of the Urban County Government, to take all action necessary to participate in the Ky. Attorney General's Opioid Settlement with Kroger Co., including but not limited to the execution of any necessary documents. [Dept. of Law, Barberie]

Notes:

Sponsors:		**Enactment Date:**	02/06/2025
Attachments:	Bluesheet Memo - Kroger Opiod Settlement.pdf, RESO 0108-25 4872-2609-5511 v.1.docx, R-040-025	**Enactment Number:**	R-040-2025
Deed #:		**Hearing Date:**	
Drafter:	Jaala Stone	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	02/04/2025	Approved and Referred to Docket	Urban County Council	02/06/2025		Pass
1	Urban County Council	02/06/2025	Received First Reading	Urban County Council	02/06/2025		
1	Urban County Council	02/06/2025	Suspended Rules for Second Reading				Pass
1	Urban County Council	02/06/2025	Approved				Pass

Text of Legislative File 0108-25

Title

A Resolution authorizing the Mayor or her designees, on behalf of the Urban County Government, to take all action necessary to participate in the Ky. Attorney General's Opioid Settlement with Kroger Co., including but not limited to the execution of any necessary

documents. [Dept. of Law, Barberie]

Summary

Authorization to participate in the settlement of a lawsuit brought by the Kentucky Attorney General against Kroger Company related to opioids. (L0108-25)(Barberie)

Budgetary Implications [select]: NA

Advance Document Review:

Law: { Yes, Completed by David Barberie}

Risk Management: No

Fully Budgeted [select]: Yes/No/Partial

Account Number:

This Fiscal Year Impact: $

Annual Impact: $

Project:

Activity:

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

DAVE BARBERIE
ACTING COMMISSIONER
DEPARTMENT OF LAW

TO: Linda Gorton, Mayor
Members, Urban County Council

FROM: David Barberie
Department of Law

DATE: January 23, 2025

RE: Opioid Litigation Settlement Agreement with Attorney General and Kroger Company

Request:

The Department of Law, on behalf of the Lexington-Fayette Urban County Government, is seeking permission to participate in the settlement of a lawsuit brought by the Kentucky Attorney General against Kroger Company related to opioids.

Why are you requesting?

This action is requested because Council authorization is required in order to participate in the settlement. The total amount of the settlement is $110 million, with 50% of this amount going directly to participating local jurisdictions based upon a formula.

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

None. The amount to be received in the future is to be determined.

Are the funds budgeted?

N/A

File Number: 0108-25

Director/Commissioner: Carlos Ross, Managing Attorney/Dave Barberie, Commissioner of Law (acting)
4904-5749-0450, v. 1

RESOLUTION NO. _____ - 2025

A RESOLUTION AUTHORIZING THE MAYOR OR HER DESIGNEES, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO TAKE ALL ACTION NECESSARY TO PARTICIPATE IN THE KENTUCKY ATTORNEY GENERAL'S OPIOID SETTLEMENT WITH KROGER COMPANY, INCLUDING BUT NOT LIMITED TO THE EXECUTION OF ANY NECESSARY DOCUMENTS.

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

Section 1 - That the Mayor or her designees, on behalf of the Lexington-Fayette Urban County Government, be and hereby are authorized to take all action necessary to participate in the Kentucky Attorney General's opioid settlement with Kroger Company, including but not limited to the execution of any necessary documents.

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
0108-25:DJB:4872-2609-5511, v. 1

RESOLUTION NO. 040 - 2025

A RESOLUTION AUTHORIZING THE MAYOR OR HER DESIGNEES, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO TAKE ALL ACTION NECESSARY TO PARTICIPATE IN THE KENTUCKY ATTORNEY GENERAL'S OPIOID SETTLEMENT WITH KROGER COMPANY, INCLUDING BUT NOT LIMITED TO THE EXECUTION OF ANY NECESSARY DOCUMENTS.

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

Section 1 - That the Mayor or her designees, on behalf of the Lexington-Fayette Urban County Government, be and hereby are authorized to take all action necessary to participate in the Kentucky Attorney General's opioid settlement with Kroger Company, including but not limited to the execution of any necessary documents.

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

PASSED URBAN COUNTY COUNCIL: February 6, 2025

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0108-25:DJB:4872-2609-5511, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0112-25

File ID:	0112-25	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	040-2025	**In Control:**	Urban County Council
				File Created:	01/23/2025
File Name:	Independence Place Amendment Reflecting Merger			**Final Action:**	02/20/2025

Title:

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Amendment to an Agreement with Independence Place, Inc., replacing Independence Place, Inc. with Center for Accessible Living, Inc. as the party responsible for the obligations of the Agreement, at no additional cost to the Urban County Government. [Office of Homelessness Prevention and Intervention, Herron]

Notes: SAF in the CCO 3/3/2025. MS

Sponsors:		**Enactment Date:**	02/20/2025
Attachments:	25-Blue Sheet Memo-OHPI ICM Amendment, Case Manager RFP Amendment .1 . 4919-2643-4825, R 279-2024, Executed PSA - Independence Place - ICM, Articles of Merger, RFP Pkg 22-2024, RFP 22-204 Response - Housing Case Manager Grant, RESO 0112-25 Housing Case Manager Amendment (Merger) 4932-8486-1716 v.1.docx, R-056-2025, Contract #040-2025	**Enactment Number:**	R-056-2025
Deed #:		**Hearing Date:**	
Drafter:	Jeff Herron	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	02/04/2025	Approved and Referred to Docket	Urban County Council	02/06/2025		Pass
1	Urban County Council	02/06/2025	Received First Reading	Urban County Council	02/20/2025		
1	Urban County Council	02/20/2025	Approved				Pass

Text of Legislative File 0112-25

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute

an Amendment to an Agreement with Independence Place, Inc., replacing Independence Place, Inc. with Center for Accessible Living, Inc. as the party responsible for the obligations of the Agreement, at no additional cost to the Urban County Government. [Office of Homelessness Prevention and Intervention, Herron]

Summary

Authorization to execute Amendment One to an Agreement with Independence Place, Inc. for the operation of intensive housing-focused case management services to make Center for Accessible Living, Inc., with whom Independence Place, Inc. entered into Articles of Merger, responsible for the obligations of the Agreement by virtue of the merger. No Budgetary impact. (L0112-25)(Herron/Lanter)

Budgetary Implications: No

Advance Document Review:

Law: Yes, Completed by Tiffany Holskey, 1/15/2025

Risk Management: N/A

Fully Budgeted: Yes

Account Number: 1145-155003-0001-78112

This Fiscal Year Impact: $0

Annual Impact: $0

Project: N/A

Activity: N/A

Budget Reference: N/A

Current Balance: N/A

MAYOR LINDA GORTON

LEXINGTON

CHARLIE LANTER
COMMISSIONER
HOUSING ADVOCACY & COMMUNITY
DEVELOPMENT

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

FROM: **CHARLIE LANTER, COMMISSIONER**
DEPARTMENT OF HOUSING ADVOCACY & COMMUNTIY DEVELOPMENT

DATE: **January 23, 2025**

SUBJECT: **Amendment to Agreement with Independence Place**

Request: Council authorization to execute Amendment to an Agreement with Independence Place, Inc. to make Center for Accessible Living, Inc., with which Independence Place, Inc. entered into Articles of Merger with, responsible for the obligations of the Agreement by virtue of the merger.

Purpose of Request: On May 16, 2024 (Resolution 279-2024), Council authorized execution of an agreement in the amount of $98,065.00 with Independence Place, Inc. for operation of Intensive Housing-Focused Case Management Services to persons experiencing literal homelessness. Effective January 1, 2025, Independence Place, Inc. entered into Articles of Merger with Center of Accessible Living, Inc., in which Independence Place, Inc. was the merging company and Center for Accessible Living, Inc. was the surviving company. The parties desire to amend the Agreement to explicitly make Center for Accessible Living, Inc. responsible and liable for the obligations of the Agreement by virtue of the merger.

What is the Cost in this budget year and future budget years? Cost in FY25 is $0
The cost for future FY26 is: $0

Are the funds budgeted? Yes
Account number: 1145-155003-0001-78112

File Number: 0112-25

Director/Commissioner: Herron/Lanter

FIRST AMENDMENT TO
PURCHASE OF SERVICE AGREEMENT

THIS FIRST AMENDMENT TO PURCHASE OF SERVICE AGREEMENT (the "Amendment"), dated as of _____, 2025, by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky created pursuant to KRS Chapter 67A (the "LFUCG"), located at 200 East Main Street, Lexington, Kentucky 40507, and **CENTER FOR ACCESSIBLE LIVING, INC.**, a Kentucky corporation (the "Organization"), whose address is 501 E Broadway, Suite 310, Louisville, Kentucky 40202, (collectively known as the "Parties"), with an effective date of January 1, 2025.

RECITALS

WHEREAS, LFUCG entered into a Purchase of Service Agreement (awarded pursuant to RFP No. 22-2024) with Independence Place, Inc., executed on May 16, 2024, to implement an Intensive Housing-Focused Case Management program to expand the availability of intensive case management supports to individuals experiencing literal homelessness, with a focus on those with high acuity and complex needs, at a cost not to exceed $98,065.00 (the "Agreement") (Agreement attached hereto as Exhibit 1); and

WHEREAS, Independence Place, Inc. entered into Articles of Merger with Center for Accessible Living, Inc., effective on January 1, 2025, in which Independence Place, Inc. was the merging company and Center for Accessible Living, Inc. was the surviving company; and

WHEREAS, LFUCG desires to amend the Agreement to explicitly make Center for Accessible Living, Inc. responsible and liable for the obligations of the Agreement by virtue of the merger; and

WHEREAS, the Parties desire to amend the Agreement, to change the Organization liable as a party under the Agreement from Independence Place, Inc. to Center for Accessible Living, Inc.; and

WHEREAS, the Parties also desire to amend the Notice section of the Agreement to provide for notice to Center for Accessible Living, Inc.; and

WHEREAS, the Parties hereby agree to amend the above-referenced party and notice section in accordance with the terms and conditions of this Amendment.

STATEMENT OF AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the Parties agree to modify the Agreement as follows:

DRAFT

1. Incorporation of Recitals. The above recitals and referenced exhibits are incorporated herein as a part of this Amendment.

2. The Parties desire to amend the Agreement executed on May 16, 2024 to cause any and all references to Independence Place, Inc. in the Agreement to be interpreted to extend to the Center for Accessible Living, Inc., by virtue of the merger, effective on January 1, 2025. Therefore, the Parties agree to modify the introductory paragraph of the Agreement, to rename the Organization liable as a party under the Agreement as follows:

   "THIS PURCHASE OF SERVICE AGREEMENT, made and entered into on the 16 day of May 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 **CENTER FOR ACCESSIBLE LIVING, INC.**, a Kentucky corporation, ("Organization") with offices located at 501 E Broadway, Suite 310, Louisville, Kentucky 40202."

3. Section 21. Notice. The Parties agree to modify Section 21 of the Agreement, to change the notice for Organization as follows:

   "For Organization:

   Center for Accessible Living, Inc.
   501 E Broadway
   Suite 310
   Louisville, Kentucky 40202
   Attn: Amanda Mobley "

4. Effect. All other provisions of the Agreement, which are not inconsistent with the provisions of this Amendment shall remain in full force and effect.

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 day, month, and year above written.

SIGNATURE PAGE TO FOLLOW

LEXINGTON-FAYETTE
URBAN COUNTY GOVERNMENT

_____
By: Linda Gorton, Mayor

ATTEST:

_____
Clerk of the Urban County Council

CENTER FOR ACCESSIBLE LIVING, INC.

_____
By: Amanda Mobley, CEO

ATTEST:

_____ [sign name]

WITNESS: _____ [print name]

DATE:_____

LIST OF EXHIBITS TO BE ATTACHED TO THIS AMENDMENT

EXHIBIT "1"

Copy of Purchase of Service Agreement

(authorized pursuant to R-279-2024)

4919-2643-4825, v. 1

RESOLUTION NO. 279 - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH INDEPENDENCE PLACE, INC., FOR THE OPERATION OF INTENSIVE HOUSING-FOCUSED CASE MANAGEMENT SERVICES FOR INDIVIDUALS EXPERIENCING HOMELESSNESS WITH COMPLEX PHYSICAL AND MENTAL HEALTH NEEDS, AT A COST NOT TO EXCEED $98,065.00.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute an agreement, which is attached hereto and incorporated herein by reference, with Independence Place, Inc., providing for the operation of Intensive Housing-Focused Case Management Services for individuals experiencing homelessness with complex physical and mental health needs, at a cost not to exceed $98,065.00.

Section 2 – That an amount, not to exceed the sum of $98,065.00, be and hereby is approved for payment to Independence Place, Inc., from account #1145-155003-78112, 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: May 16, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0495-24:TAH: 4886-7368-2109, v. 1

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT, made and entered into on the 10th day of May 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 **INDEPENDENCE PLACE, INC.**, a Kentucky corporation, ("Organization") with offices located at 841 Corporate Drive, Suite 301, Lexington, Kentucky 40503.

W I T N E S S E T H

WHEREAS, LFUCG desires to implement the Intensive Housing-Focused Case Management program to expand the availability of intensive case management supports to individuals experiencing literal homelessness, with a focus on those with high acuity and complex needs;

WHEREAS, LFUCG solicited Requests for Proposals (RFP) from public organizations and private non-profit organizations to provide this service through RFP #22-2024 Intensive Housing-Focused Case Management;

WHEREAS, the Organization submitted a proposal which was deemed by LFUCG to be the best and most responsive proposal to implement the Intensive Housing-Focused Case Management program.

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 June 1, 2024 and shall be for an initial term of one (1) year unless terminated by LFUCG at an earlier time. This agreement is subject to automatic renewal for up to two (2) additional terms of one (1) year each, unless LFUCG provides advance written notice that it does not wish to exercise the option to renew. The renewal amount for each additional term shall not exceed the amount provided in the initial term and shall be subject to and contingent upon future approval by the Urban County Council.

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 #22-2024, Intensive Housing-Focused Case Management

b. Exhibit "B" – Organization's Response to RFP #22-2024
c. Exhibit "C" -- 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", "B", and "C" in that order.

3. SCOPE OF SERVICES. Organization shall perform the services outlined in the attached Exhibits for LFUCG in a timely, workmanlike and professional manner (the "Services").

4. PAYMENT. LFUCG shall pay Organization a total amount not to exceed Ninety Eight Thousand and Sixty Five and 00/100 Dollars ($ 98,065.00) ("Funds") in the year of the Agreement for the performance of the Services. Uses of the Funds are limited to the services identified herein and the Exhibits attached hereto, and shall be expensed in accordance with the parties' agreed Budget, attached hereto as Exhibit "C." Funds may not be spent by the Organization for any other purpose without the prior written consent of LFUCG. Absent any additional written agreement stating otherwise, any travel or other expenses are included in the above payment.

a. LFUCG shall make payment under this Agreement upon monthly submission of an invoice(s) from Organization specifying that the Services have been performed, accompanied by data satisfactory to LFUCG to document entitlement to payment for the Services performed to date. LFUCG shall have thirty (30) days from the date of receipt of the invoice to pay the invoice amount. LFUCG reserves the right to refuse payment if it is determined by LFUCG that the Services performed or materials provided for the Services are inadequate or defective.

b. LFUCG also reserves the right to reject any invoice submitted for services more than sixty (60) days after the services were rendered.

5. TERMINATION. LFUCG, through the Mayor or the Mayor's designee, may terminate this Agreement for any reason whatsoever by providing Organization with at least thirty (30) days advance written notice. Organization shall be entitled for payment of all work performed up to that period of time, calculated on a reasonable basis.

a. In the event of a termination based upon a material condition of non-performance or default by Organization, LFUCG shall provide Organization advance written notice and a reasonable period of time to cure the breach.

b. Organization may only terminate this Agreement based upon LFUCG's failure to timely pay for properly invoiced and accepted work. Organization shall provide LFUCG with at least thirty (30) days advance written notice and an opportunity to cure prior to termination.

c. Organization acknowledges that LFUCG is a governmental entity, and that the validity of this Agreement is based upon the availability of appropriated funding. In the event that such funding is not appropriated in a future fiscal year, LFUCG's obligations under this Agreement shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Organization. LFUCG shall exercise any application of this provision in good faith.

6. REPORTING. Organization shall provide LFUCG with timely reports and updates related to the provisions of the Services in the form and manner reasonably specified by LFUCG.

7. REGISTRATION; COMPLIANCE; AUTHORITY TO SIGN. Organization shall be lawfully registered or authorized to do business in the Commonwealth of Kentucky and Lexington-Fayette County and shall at all times comply with any and all applicable federal, state, and local laws, ordinances, and regulations. LFUCG may request proof that Organization has timely filed federal, state, or local tax forms which shall be provided by Organization on a timely basis. The person signing this Agreement on behalf of Organization is fully authorized to do so.

8. INSURANCE; INDEMNITY. The risk management provisions of RFP #22-2024 are incorporated herein by reference as if fully stated. Copies of the required Certificates of Insurance shall be provided to LFUCG as required therein.

9. RECORDS. Organization shall keep and make available to LFUCG any records related to this Agreement as are necessary to support its performance of the services for a period of at least five (5) years following the expiration or termination of this Agreement, or as otherwise required depending upon the source of funds. Books of accounts shall be kept by Organization and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of Organization related to this Agreement and shall be made available to LFUCG upon request.

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. KYHMIS. Organization agrees that it shall ensure that data on all persons served and/or all activities assisted with using any amount of Funds provided under this Agreement shall be entered into the applicable Kentucky Homeless Management

Information System (KYHMIS) in accordance with standards of the U.S. Department of Housing and Urban Development and the Continuum of Care. The Organization further agrees that this provision shall survive termination of this Agreement.

11. ACCESS. Organization shall allow LFUCG any necessary reasonable access to monitor its performance under this Agreement.

12. CONTRACTUAL RELATIONSHIP ONLY. In no event shall the parties be construed, held or become in any way for any purpose the employee of the other party, or partners, associates or joint ventures in the conduct of their respective endeavors or otherwise.

13. EQUAL OPPORTUNITY; FAIRNESS ORDINANCE. Organization shall provide equal opportunity in employment for all qualified persons, and shall (a) prohibit discrimination in employment because of race, color, creed, national origin, sex, age, sexual orientation, gender identity, or handicap, (b) promote equal employment through a positive, continuing program of equal employment, and (c) cause any subcontractor or agency receiving Funds provided pursuant to this Agreement to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices. Organization agrees to comply with LFUCG's Fairness Ordinance (Ordinance No. 201-99) and all sources of applicable law, including those specified in any Exhibit attached to this Agreement and incorporated herein by reference.

14. SEXUAL HARASSMENT. Organization must adopt or have adopted a written sexual harassment policy, which shall, at a minimum, contain a statement of current law; a list of prohibited behaviors; a complaint process; and a procedure which provides for a confidential investigation of all complaints. The policy shall be given to all employees and clients and shall be posted at all locations where Organization conducts business. The policy shall be made available to LFUCG upon request.

15. 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. If this audit requirement is not applicable, Organization shall submit board-adopted financial statements to LFUCG each year of the Agreement.

16. INVESTMENT. Any investment of the Funds received pursuant to this Agreement must fully comply with any restrictions imposed by law.

17. NO ASSIGNMENT. Organization may not assign any of its rights and duties under this Agreement without the prior written consent of LFUCG.

18. 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.

19. 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.

20 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.

21. NOTICE. Any written notice required by the Agreement shall be delivered by certified mail, return receipt requested, to the following:

For Organization:

Independence Place, Inc.
841 Corporate Drive
Suite 301
Lexington, Kentucky 40502
Attn: Sierra Potter

For Government:

Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
Attn: Jeff Herron

22. 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.

23. ENTIRE AGREEMENT. This Agreement shall constitute the entire agreement between the parties and no representations, inducements, promises or agreements, oral or otherwise, which are not embodied herein shall be effective for any purpose. This Agreement shall replace any previous agreement between the parties on the same subject matter.

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

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: Linda Gorton
LINDA GORTON, MAYOR

ATTEST:

Clerk of the Urban County Council

INDEPENDENCE PLACE, INC.

BY:
SIERRA POTTER, EXECUTIVE DIRECTOR

Cody Mullins
ATTEST:
DATE: 05/20/2024

CODY MULLINS
COMM. EXP. 04/10/2027
NOTARY PUBLIC
COMM #: KYNP70420
STATE AT LARGE, KENTUCKY

EXHIBIT "A"

RFP #22-2024, Intensive Housing-Focused Case Management

EXHIBIT "B"

Organization's Response to RFP #22-2024

EXHIBIT "C"

Budget

4885-9596-3066, v. 1

ARTICLES OF MERGER OF INDEPENDENCE PLACE, INC. WITH AND INTO CENTER FOR ACCESSIBLE LIVING, INC.

Pursuant to KRS §273.277, **INDEPENDENCE PLACE, INC.**, a Kentucky non-profit corporation (the "Merging Company"), and **CENTER FOR ACCESSIBLE LIVING, INC.**, a Kentucky non-profit corporation (the "Surviving Company") by their authorized representatives signing below execute these Articles of Merger for the purpose of the Merging Company merging with and into the Surviving Company. The Surviving Company and the Merging Company may be hereinafter referred to jointly as the "Constituent Companies":

ARTICLE I
Effective Date of Merger

Effective upon the date of filing of these Articles with the Office of the Kentucky Secretary of State (the "Effective Date"), the Merging Company shall be merged with and into the Surviving Company, which shall be a single non-profit corporation and the surviving corporation of said merger, in accordance with K.R.S. § 273.277 and other applicable laws of the Commonwealth of Kentucky. The name of the Surviving Company shall be Center for Accessible Living, Inc.

ARTICLE II
Consolidation of Interests in Surviving Company

Upon the Effective Date, and pursuant to the Plan of Merger adopted by the Surviving Company and the Merging Company, the Constituent Companies shall become a single Kentucky non-profit corporation, which shall be the Surviving Company, and the separate existence of the Merging Company shall cease, except to the extent, if any, provided by the laws of the Commonwealth of Kentucky. The Surviving Company shall thereupon possess all the rights, privileges, immunities and franchises of the Constituent Companies; and all property, real and personal, and all debts due on whatever account, and every other interest belonging to or due to each of the Constituent Companies, shall be vested in the Surviving Company without further act or deed. The Merging Company hereby affirms that it does not have any fee simple ownership interest in any real estate located in the Commonwealth of Kentucky. The Surviving Company shall be responsible and liable for all of the liabilities and obligations of each Constituent Company; and all existing or pending claims, actions or proceedings by or against the Constituent Companies may be prosecuted to judgment as if the merger had not taken place, or the Surviving Company may be substituted in the place of the appropriate Constituent Company, and neither the rights of creditors nor any liens upon the property of the Constituent Companies shall be impaired by the merger.

ARTICLE III
By-Laws

The Surviving Company's By-Laws shall constitute the By-Laws of the Surviving Company.

ARTICLE IV
Conveyance and Related Documents

If the Surviving Company shall have reason to request any further assignments, conveyances or other transfers that it is advised by counsel are necessary to vest in the Surviving Company title to any property or rights of the Merging Company, the officers and/or directors of the Merging Company shall execute any assignment, conveyance or transfer to vest such property or rights in the Surviving Company.

ARTICLE V
Amendment of Articles of Organization

No amendment of the Articles of Incorporation of either Constituent Company is desired or required.

ARTICLE VI
Exchange of Ownership Interests

No exchange of ownership interests will occur as both the Merging Company and the Surviving Company are non-profit corporations.

ARTICLE VII
Authorization and Voting

Neither the Merging Company nor the Surviving Company has members or shareholders entitled to vote. The Boards of Directors for both the Merging Company and Surviving Company have approved this merger by unanimous consent of their respective Boards of Directors in lieu of a meeting.

Date: November 29, 2024

SURVIVING COMPANY:

Center For Accessible Living, Inc.

Amanda Mobley, CEO

MERGING COMPANY:

Independence Place, Inc.

Sierra Potter, Executive Director

Lexington-Fayette
Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #22-2024 Intensive Housing-Focused Case Management** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received through Ion Wave until **2:00 PM**, prevailing local time, on **March 26, 2024.** All forms and information requested in RFP must be included and attached in Response Attachments tab in Ion Wave.

Proposals received after the date and time set for opening proposals will not be accepted. It is the sole responsibility of the Proposer to assure that his/her proposal is submitted in Ion Wave before the date and time set for opening proposals.

Proposals, once submitted, may not be withdrawn for a period of ninety (90) calendar days.

The Lexington-Fayette Urban County Government reserves the right to reject any or all proposals, and to waive technicalities and informalities when such waiver is determined by the Lexington-Fayette Urban County Government to be in its best interest.

Signature of this proposal by the Proposer constitutes acceptance by the Proposer of terms, conditions and requirements set forth herein.

Minor exceptions may not eliminate the proposal. Any exceptions to the specifications established herein shall be listed in detail on a separate sheet and attached hereto. The Lexington-Fayette Urban County Government shall determine whether any exception is minor.

The Lexington-Fayette Urban County Government encourages the participation of minority- and women-owned businesses in Lexington-Fayette Urban County Government contracts. This proposal is subject to Affirmative Action requirements attached hereto.

Please do not contact any LFUCG staff member or any other person involved in the selection process other than the designated contact person(s) regarding the project contemplated under this RFP while this RFP is open and a selection has not been finalized. Any attempt to do so may result in disqualification of the firm's submittal for consideration.

Laws and Regulations

All applicable state laws, municipal ordinances and regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.

Equal Employment Opportunity

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

Kentucky Equal Employment Opportunity Act

The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any "county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin;

(2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin;

(3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provision of the nondiscrimination clauses required by this section; and

(4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses."

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

(1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetables.

(2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to

his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

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

(1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.

(2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.

(3) The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

LFUCG Non-Appropriation Clause

Contractor acknowledges that the LFUCG is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of the LFUCG's obligations under this contract, then this contract shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the LFUCG shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

In the event of a change in the LFUCG's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the LFUCG's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to the LFUCG upon written notice to Contractor of such limitation or change in the LFUCG's legal authority.

Contention Process

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

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

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

AMERICAN RESCUE PLAN ACT

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

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

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

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

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

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

(1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and

applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

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

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

(1) *Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.*

(2) *Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. The contractor agrees and certifies that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of all applicable goods, products or materials produced in the United States, in

conformity with 2 CFR 200.322 and/or section 70914 of Public Law No. 117-58, §§ 70901-52, also known as the Infrastructure Investment and Jobs Act, whichever is applicable.

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

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

_____ _____

Signature Date

SELECTION CRITERIA:

1. Organizational Capacity and Experience. 15 pts
2. Project Design. 25 pts
3. Services and Outcomes. 25 pts
4. Sustainability. 15 pts
5. Proposed Line-Item Budget and Budget Narrative. 20 pts

Proposals shall contain the appropriate information necessary to evaluate based on these criteria. A committee composed of government employees as well as representatives of relevant user groups will evaluate the proposals.

Questions shall be submitted via IonWave at: https://lexingtonky.ionwave.net

Affirmative Action Plan

All vendors must submit as a part of the proposal package the following items to the Urban County Government:

1. Affirmative Action Plan for his/her firm;
2. Current Work Force Analysis Form;

Failure to submit these items as required may result in disqualification of the submitter from award of the contract.

AFFIDAVIT

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

1. His/her name is _____ and he/she is the individual submitting the proposal or is the authorized representative of_____, the entity submitting the proposal (hereinafter referred to as "Proposer").

2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

4. Proposer has authorized the Division of Procurement to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.

6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

Continued on next page

7. Proposer acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

_____

STATE OF _____

COUNTY OF _____

The foregoing instrument was subscribed, sworn to and acknowledged before me

by _____ on this the _____ day

of _____, 20__.

My Commission expires: _____

_____
NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.

- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.

- Section 503 of the Rehabilitation Act of 1973 states:

  The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.

- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

  The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

****

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

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

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.

_____ _____

Signature *Name of Business*

WORKFORCE ANALYSIS FORM

Name of Organization: _____

Categories	**Total**	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino		Asian (Not Hispanic or Latino		American Indian or Alaskan Native (not Hispanic or Latino		Two or more races (Not Hispanic or Latino		**Total**	
		M	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**
Administrators																	
Professionals																	
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective																	
Para-																	
Office/Clerical																	
Skilled Craft																	
Service/Maintena																	
Total:																	

Prepared by: _____Date: _____/_____/_____

(Name and Title)

Revised 2015-Dec-15

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

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

Notice of requirement for Affirmative Action to ensure Equal Employment Opportunities and Disadvantaged Business Enterprises (DBE) Contract participation. Disadvantaged Business Enterprises (DBE) consists of Minority-Owned Business Enterprises (MBE) and Woman-Owned Business Enterprises (WBE).

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this Contract be subcontracted to Disadvantaged Business Enterprises, which is made up of MBEs and WBEs. The Lexington Fayette Urban County Government also has set a goal that not less than three percent (3%) of the total value of this Contract be subcontracted to Veteran-owned Small Businesses. The goal for the utilization of Disadvantaged Business Enterprises as well Veteran –owned Small Businesses as subcontractors is a recommended goal. Contractor(s) who fail to meet such goal will be expected to provide written explanations to the Director of the Division of Purchasing of efforts they have made to accomplish the recommended goal, and the extent to which they are successful in accomplishing the recommended goal will be a consideration in the procurement process. Depending on the funding source, other DBE goals may apply.

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

Sherita Miller, MPA, Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor, Room 338
Lexington, Kentucky 40507
smiller@lexingtonky.gov

Firm Submitting Proposal: _____

Complete Address: _____
Street City Zip

Contact Name: _____ Title: _____

Telephone Number: _____ Fax Number: _____

Email address: _____

Lexington-Fayette Urban County Government
MWDBE PARTICIPATION GOALS

A. GENERAL

1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE), Disadvantaged (DBE) Business Enterprises and Veteran-Owned Small Businesses (VOSB) as subcontractors or suppliers in their bids.

2) Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned, Woman-Owned and Disadvantaged Businesses on this contract.

3) **It is therefore a request of each Bidder to include in its bid, the same goal (10%) for MWDBE participation and other requirements as outlined in this section.**

4) The LFUCG has also established a 3% of total procurement costs as a Goal for participation for of Veteran-Owned Businesses.

5) **It is therefore a request of each Bidder to include in its bid, the same goal (3%) for Veteran-Owned participation and other requirements as outlined in this section.**

B. PROCEDURES

1) The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned, Woman-Owned or Veteran-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)

2) Replacement of a Minority-Owned, Woman-Owned or Veteran-Owned subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE Substitution Form)

3) For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:

    a) The Lexington-Fayette Urban County Government, Division of Procurement (859-258-3320)

4) The LFUCG will make every effort to notify interested MWDBE and Veteran-Owned subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

C. DEFINITIONS

1) A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.

2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by one or more women.

3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by a person(s) that are economically and socially disadvantaged.

4) A Veteran-Owned Small Business (VOSB) is defined as a business which is certified as being at least 51% owned, managed and controlled by a veteran and/or a service disabled veteran.

5) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

1) **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MWDBE and Veteran-Owned subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids written documentation of their Good Faith Efforts to do so.**

2) Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.

3) The Form of Proposal includes a section entitled "MWDBE Participation Form". The applicable information must be completed and submitted as outlined below.

4) **Failure to submit this information as requested may be cause for rejection of bid or delay in contract award.**

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form." The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.

2) Bidders not reaching the Goal must submit the "MWDBE Participation Form", the "Quote Summary Form" and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE and/or Veteran participation, bidder shall enter "None" on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:

   a. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.

   b. Included documentation of advertising in the above publications with the bidders good faith efforts package

c. Attended LFUCG Procurement Economic Inclusion Outreach event

d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned businesses of subcontracting opportunities

e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses.

f. Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

d. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs and/or Veteran-Owned businesses soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

e. Followed up initial solicitations by contacting MWDBEs and Veteran-Owned Businesses to determine their level of interest.

j. Provided the interested MWBDE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

k. Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

l. Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

m. Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

n. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

o. Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

p. Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

Note: Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to review by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.

MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

To that end the city council adopted and implemented Resolution 484-2017 – A Certified Minority, Women and Disadvantaged Business Enterprise ten percent (10%) minimum goal and a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and Certified Service Disabled Veteran – Owned Businesses for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals (a full copy is available in Procurement):

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

Certified Minority Business Enterprise (MBE) *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. African American, Asian American/Pacific Islander, Hispanic Islander, Native American/Native Alaskan Indian) as defined in federal law or regulation as it may be amended from time-to-time.*

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

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

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

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

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs and Veteran-Owned Small Businesses in (https://lexingtonky.ionwave.net)

Business	Contact	Email Address	Phone
LFUCG	Sherita Miller	smiller@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	ttyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Susan Marston	smarston@tsmsdc.com	502-365-9762
Small Business Development Council	Shawn Rogers UK SBDC	shawn.rogers@uky.edu	859-257-7666
Community Ventures Corporation	Phyllis Alcorn	palcorn@cvky.org	859-231-0054
KY Transportation Cabinet (KYTC)	Melvin Bynes	Melvin.bynes2@ky.gov	502-564-3601
KYTC Pre-Qualification	Shella Eagle	Shella.Eagle@ky.gov	502-782-4815
Ohio River Valley Women's Business Council (WBENC)	Sheila Mixon	smixon@orvwbc.org	513-487-6537
Kentucky MWBE Certification Program	Yvette Smith, Kentucky Finance Cabinet	Yvette.Smith@ky.gov	502-564-8099
National Women Business Owner's Council (NWBOC)	Janet Harris-Lange	janet@nwboc.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozdeky@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhammad	production@keynewsjournal.com	859-685-8488

LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference #_____

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

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

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

_____ _____

Company **Company Representative**

_____ _____

Date **Title**

LFUCG MWDBE SUBSTITUTION FORM
Bid/RFP/Quote Reference #_____

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

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

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

_____ _____

Company **Company Representative**

_____ _____

Date **Title**

MWDBE QUOTE SUMMARY FORM
Bid/RFP/Quote Reference #_____

The undersigned acknowledges that the minority and/or veteran subcontractors listed on this form did submit a quote to participate on this project. Failure to submit this form may cause rejection of the bid.

Company Name	**Contact Person**
Address/Phone/Email	**Bid Package / Bid Date**

MWDBE Company Addres	**Contact Person**	**Contact Information (work phone, Email, cell)**	**Date Contacted**	**Services to be performed**	**Method of Communication (email, phone meeting, ad, event etc)**	**Total dollars $$ Do Not Leave Blank (Attach Documentation)**	**MBE * AA HA AS NA Female**	**Veteran**

(MBE designation / AA=African American / HA= Hispanic American/AS = Asian American/Pacific Islander/ NA= Native American)

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

_____ _____
Company **Company Representative**

_____ _____
Date **Title**

LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE and Veteran contractors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Procurement/ 200 East Main Street / Room 338 / Lexington, KY 40507.

Bid/RFP/Quote #_____
Total Contract Amount Awarded to Prime Contractor for this Project_____

Project Name/ Contract #	**Work Period/ From: To:**
Company Name:	**Address:**
Federal Tax ID:	**Contact Person:**

Subcontractor Vendor ID (name, address, phone, email	Description of Work	Total Subcontract Amount	% of Total Contract Awarded to Prime for this Project	Total Amount Paid for this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date

By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

_____ _____
Company **Company Representative**

_____ _____
Date **Title**

LFUCG STATEMENT OF GOOD FAITH EFFORTS
Bid/RFP/Quote #_____

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE and Veteran-Owned business enterprises on the project and can supply the appropriate documentation.

_____ Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.

_____ Included documentation of advertising in the above publications with the bidders good faith efforts package

_____ Attended LFUCG Procurement Economic Inclusion Outreach event

_____ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned Businesses of subcontracting opportunities

_____ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses

_____ Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

_____ Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

_____Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

_____ Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.

_____ Provided the interested MWBDE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

_____ Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items

into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

_____ Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

_____ Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

_____ Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

_____ Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

_____Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

_____ Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE **and Veteran participation.**

NOTE: **Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to approval by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.**

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

_____	_____
Company	**Company Representative**
_____	_____
Date	**Title**

GENERAL PROVISIONS

1. Each Respondent shall comply with all Federal, State & Local regulations concerning this type of service or good.

   The Respondent agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, *29 U.S.C. 650 et. seq.*, as amended, and KRS Chapter 338. The Respondent also agrees to notify the LFUCG in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Respondent agrees to indemnify, defend and hold the LFUCG harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.

3. Addenda: All addenda and IonWave Q&A, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.

4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.

5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.

6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked “modifications of proposal”.

7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.

8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.

9. Additional Information: While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,

10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.

11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.

12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

(1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties

(2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.

(3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
   (a) Failure to perform the contract according to its terms, conditions and specifications;
   (b) Failure to make delivery within the time specified or according

to a delivery schedule fixed by the contract;

(c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;

(d) Failure to diligently advance the work under a contract for construction services;

(e) The filing of a bankruptcy petition by or against the contractor; or

(f) Actions that endanger the health, safely or welfare of the LFUCG or its citizens.

B. At Will Termination

Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent**,** Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. Assignment of Contract: The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.

14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.

15. Authority to do Business: The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must

be signed by a duly authorized officer, agent or employee of the Respondent.

16. Governing Law: This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

17. Ability to Meet Obligations: Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.

18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.

19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.

_____ _____

Signature Date

RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION

INDEMNIFICATION AND HOLD HARMLESS PROVISION

(1) It is understood and agreed by the parties that Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.

(2) CONTRACTOR shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by CONTRACTOR's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the CONTRACTOR; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.

(3) In the event LFUCG is alleged to be liable based upon the above, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.

(4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.

(5) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONTRACTOR acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONTRACTOR in any manner.

(6) 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.

FINANCIAL RESPONSIBILITY

BIDDER/CONTRACTOR understands and agrees that it shall demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions prior to final acceptance of its bid and the commencement of any work or provision of goods.

INSURANCE REQUIREMENTS

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

Required Insurance Coverage

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

Coverage	**Limits**
General Liability (Insurance Services Office Form CG 00 01)	$1 million per occurrence, $2 million aggregate or $2 million combined single limit
Auto Liability	$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	$100K
Professional (E&O) Liability	$1 million per claim

The policies above shall contain the following conditions:

a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.

b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.

c. 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 BIDDER/CONTRACTOR's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage

Safety and Loss Control

CONTRACTOR shall comply with all applicable federal, state, and local safety standards related to the performance of its works or services under this Agreement and take necessary action to protect the life, health and safety and property of all of its personnel on the job site, the public, and LFUCG.

Verification of Coverage

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

Right to Review, Audit and Inspect

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

DEFAULT

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

00548704

Intensive Housing-Focused Case Management
Request for Proposals

1. BACKGROUND

Research consistently demonstrates the benefits of case management to persons experiencing homelessness and housing insecurity—including increased housing stability, increased engagement in medical and nonmedical services, reduced utilization of high-cost health system services, improved mental health, reduced drug and alcohol use, and improved quality of life.

Lexington has long recognized these benefits of intensive case management. Lexington launched its first Housing First pilot program in 2014 and, based upon the outcomes of that program, has since adopted Housing First as a key philosophy and strategy for its homelessness response system. Expansion of permanent supportive housing (PSH) remains a priority for the Lexington community, as one of the recommendations in the Office of Homelessness Prevention and Intervention's 5-year strategic plan.

Outside of permanent supportive housing programs, which include wraparound supportive services as a key component, the local system often struggles to identify intensive case management supports for individuals and households. At present, Lexington's Coordinated Entry system has over 300 households prioritized for PSH-level supports. Due to the available stock of such resources, many households face potentially lengthy wait times to receiving such a referral. Additionally, their complex needs sometimes exceed the level of support available via emergency shelter and street outreach services.

The Office of Homelessness Prevention and Intervention seeks to increase the level of intensive, housing-focused supports available to high acuity households experiencing literal homelessness. Such a program would identify, outreach, and enroll households with intensive needs, such as those with significant mental and physical health needs. The program would seek to better address the complex needs of households during the time they experience homelessness and reduce that length of time through assertive pursuit of increased income, mainstream benefits, and permanent housing.

Proposed programs should: ensure access to health insurance and adequate physical and mental healthcare services; connect individuals to SSI/SSDI income via SOAR; facilitate access to other mainstream benefit programs; assist with documentation needed for Coordinated Entry; and facilitate additional pathways to permanent housing including affordable market rentals, income-based housing, and higher levels of care.

The program will work closely with the Office of Homelessness Prevention and Intervention, the Community Paramedicine team, law enforcement, healthcare providers, and emergency shelter and street outreach providers to identify and engage potential program participants. Enrollments will strategically target those with the highest levels of need, with referrals received from or approved by the OHPI.

2. PURPOSE

This Request For Proposals (RFP) solicits proposals to develop and implement a transitional and housing-focused intensive case management program for individuals and households

experiencing homelessness or housing instability who lack access to such support through existing community resources. This program shall prioritize diverting households from literal homelessness and assisting current participant households of housing programs in transitioning to self-sufficiency.

Proposals will be evaluated by the Program Performance and Evaluation Committee of the Lexington-Fayette Urban County Government Homelessness Prevention and Intervention Board.

3. GENERAL PROVISIONS

3.1 Funding

LFUCG intends to award a single contract using local funds already budgeted. Organizations may propose a project period of one, two, or three years, but must understand that funding is currently allocated for only one year, to begin on or about June 1, 2024.

Any potential continuation funding would be determined by the Program Performance and Evaluation Committee of the LFUCG Homelessness Prevention and Intervention Board based upon performance and outcomes. The intent of this allocation is provide funding for startup and operations. LFUCG will conduct ongoing evaluation of the project to determine effectiveness, including whether adjustments may be needed for the model in order to maximize outcomes and return on investment.

LFUCG reserves the right to negotiate final award amounts with any successful bidder.

3.2 PROPOSAL SUBMISSION

Proposal Deadline – 2 p.m. on March 26, 2024

In order to be considered, complete proposals must be received by the March 26, 2024, deadline. A proposal must contain all required documents and respond to each of the required project narrative elements described in this RFP to be complete.

Proposals containing omissions of required information will be considered non-responsive and removed from the funding process. Significant missing responses to narrative questions constitute an incomplete proposal.

The final decision regarding proposal completeness and penalties will be determined by the Manager for the Office of Homelessness Prevention and Intervention.

3.3 ACCEPTANCE/REJECTION OF PROPOSALS

LFUCG reserves the right to reject any proposals which may be considered irregular, show serious omission, contain unauthorized alteration of form, or are incomplete.

LFUCG reserves the right to accept or reject any or all applications in whole or in part, with or without cause, to waive technicalities, to implement scoring penalties, or to accept applications or portions thereof which, in the LFUCG's judgement, best serve the interests of the LFUCG.

3.4 REQUESTS FOR CLARIFICATION

LFUCG reserves the right to request clarification of information submitted and to request additional information (to clarify the information submitted) of the applicant either orally or in writing. This may include negotiation of funding amounts, outcomes, and other adjustments prior to the execution of a funding award.

3.5 TIMELINE

LFUCG intends to conduct proposal evaluation immediately following the proposal due date and intends to make funding announcements no later than April 30, 2024. This timeline is subject to change without notice.

No funds may be expended prior to the execution of a funding agreement, and the successful bidder will not be reimbursed for pre-award costs.

3.6 QUESTIONS FROM POTENTIAL APPLICANTS

Potential applicants may submit questions about this RFP no later than 12:00 p.m. on March 18, 2024. Questions must be submitted via IonWave at: ttps://lexingtonky.ionwave.net. Answers to all questions submitted will be posted online via IonWave on March 19, 2024, or as soon thereafter as is practicable for review by all potential applicants.

3.7 EVALUTATION PROCESS

Proposals will be evaluated by the Program Performance and Evaluation Committee of the LFUCG Homelessness Prevention and Intervention Board.

Scoring criteria are outlined in Section 5.0 Evaluation.

4. PROPOSAL REQUIREMENTS

Applicants must submit the proposal via LFUCG's Procurement Software at https://lexingtonky.ionwave.net/. Adherence to the proposal format by all applicants will ensure a fair evaluation of each proposals' ability to meet the needs of LFUCG. Proposals not following the prescribed format will be deemed non-responsive.

A complete proposal contains each of the following components:

4.1 ONE-PAGE COVER SHEET

A one-page cover sheet containing:

a. Organization/lead applicant's name,

b. Organization/lead applicant's address,

c. Authorized representative's name,

d. Authorized representative's email address and phone number,

e. Title of the proposed project, and

f. A brief summary of the proposed project (250 words or less).

4.2 PROJECT NARRATIVE

A project narrative describing the proposed scope of work and addressing each of the evaluation criteria described in Section 5.0 of this RFP. The project narrative should utilize the following format:

a. Project narrative should not exceed 20 pages (cover sheet and attachments, such as other forms/certifications included in this RFP and/or general marketing material, work samples, or mock-up materials, do not count toward this page limit).

b. All pages, text, and/or images should be formatted and sized so the PDF file containing the project narrative is readily capable of being printed on standard 8½" by 11" white copy paper with no less than a ½" margin on any side.

c. Project narrative should respond to each of the evaluation criteria described in Section 5.

4.3 ATTACHMENTS

a. All forms, information, and/or certifications included in this RFP must be completed and submitted as attachments to the project narrative described above.

b. Additional attachments, such as general marketing material, work samples, or mock-up materials, may be submitted as attachments to the project narrative. Applicants are asked to limit the number of additional attachments to only those necessary to demonstrate capability relevant to the proposed project. Additional attachments are optional, not required.

c. All pages of complete submission should be numbered in the bottom right corner.

d. All pages of attachments, text, and/or images should be formatted and sized so the PDF file submitted is readily capable of being printed on standard 8½" by 11" white copy paper with no less than a ½" margin on any side.

5. EVALUATION

5.1 ORGANIZATIONAL CAPACITY & EXPERIENCE – 15 points

Applicants should provide a detailed account of their experience in working with households experiencing homelessness and/or housing insecurity and provision of intensive case management services. Applicants should demonstrate an awareness of the local homeless response system and available affordable housing options. Applicants should have proven experience in supporting individuals and households in achieving stability through direct service supports, knowledge of community resources, and partnerships with other community providers. Provide resumes/CVs for all staff involved and detailed description of any subcontractors or other entities providing support to the project.

This project will be required to participate in the Kentucky Homeless Management Information System (KYHMIS). Proposals should describe the organization's current participation in KYHMIS and its plan to ensure full participation in KYHMIS for the proposed project.

5.2 PROJECT DESIGN – 25 points

Responses should provide a detailed description for how the applicant proposes to design and operate an intensive case management program capable of addressing complex physical and mental health needs and facilitating transition to self-sufficiency. This should include strategies to ensure timely availability of services, assess household needs and strengths, and ability to facilitate long-term stability. Project design should address:

- How will the project add a new and innovative service to the local system without duplicating existing community resources? In what ways will the project fill existing system gaps?

- How will the project work with key stakeholders such as hospitals, crisis service providers, emergency shelter and street outreach providers, the LFUCG Community Paramedicine team, and other relevant stakeholders?

- What is the project plan for receiving and prioritizing referrals? How will individuals or referring agencies submit referrals and what criteria will be used to prioritize referrals? How will the project coordinate with the OHPI to review referrals and strategically target individuals/households with the highest level of need?

- How will project design balance timely service connection and ensuring adequate levels of service to assist households in achieving stability? What is the proposed case load for the project? What is the expected average length of participation? How will the project plan for and facilitate exits?

- How will the project specifically address the housing needs of participant households? What will the project do to identify and connect households with housing that meets their needs? How will project design facilitate continued housing stability?

- What is the project plan for collecting and maintaining data regarding outcomes? How will the project evaluate progress and success?

The proposal should also include a plan for project management as well as a timeline for implementation.

5.3 SERVICES AND OUTCOMES – 25 points

Responses should include a detailed account of the specific services available through the program (direct services or via partnerships) and how those services will facilitate anticipated outcomes.

- What services will the project provide that are not currently available within Lexington-Fayette County?

- How will the project assess participant needs, develop service plans, and facilitate progress toward established plans? How will the project ensure that services maintain a housing-focused orientation?

- What services/access to services will the project provide for individuals/households with specific needs, such as those with complex healthcare needs, those with disabilities and/or mobility needs, and persons with mental illness and/or substance use?

- What services will the project provide to increase income and benefits for program participants? What specific resources will the project connect participants to and how quickly? What experience does the applicant have with SOAR?

- What services/access to services will the project provide that facilitate permanent housing? How will the project facilitate access to permanent housing via multiple avenues including affordable market rentals, income-based properties, financial assistance or other housing subsidies, and the local Housing Triage System?

- How will the project approach data collection and entry to ensure complete, accurate, and timely data is maintained in the Kentucky Homeless Management Information System (KYHMIS)? What is the project's plan to review data and outcomes?

Applicants should complete a table providing target numbers and percentages for prescribed outcomes based on industry standards for intensive case management. This should include individuals/households served, average length of participation, exits to permanent housing, and other outcomes proposed by the project.

The numbers provided may serve as the basis for evaluating project success on quarterly and annual reports. However, the OHPI reserves the right to change outcome targets based upon industry standards and current environment.

5.4 SUSTAINABILITY – 15 points

It is the goal of OHPI is to ensure this project continues to operate as long as it produces successful results. However, funding in the Innovative & Sustainable Solutions to End Homelessness Fund is limited and is largely intended for one-time, startup expenses and not ongoing program operations. Therefore, applicants should provide a detailed sustainability plan for how they will seek and acquire resources to continue operations beyond this grant award.

Plans should include specific public and private funding sources to be pursued and not just a blanket assurance that the applicant will seek funding.

5.5 PROPOSED LINE-ITEM BUDGET AND BUDGET NARRATIVE – 20 points

Proposals should include a separate line item budget and budget narrative and will be evaluated based on reasonableness of expenses and overall feasibility. If applying for a term of more than one year, provided budget should reflect all program revenue and expenses for each year. Project funds should not be used for housing expenses such as rent, utilities, etc. – projects should leverage other resources for housing expenses.

Responses should:

a. Provide a line item budget and budget narrative, with sufficient detail to demonstrate the necessity and reasonableness of proposed expenses.

b. For each category listed below, identify the amount of funding requested and description of how total costs were determined:

• Personnel – Identify key personnel and time allocated to project.

• Fringe Benefits – Include the fringe benefit rate or show how fringe benefit costs were calculated for the proposed personnel expenses.

• Equipment – Clearly identify one-time expenses versus ongoing.

• Travel – Describe any anticipated travel expenses both out-of-area and local.

• Contractual – Describe any expenses for which the applicant intends to contract with another entity. Project narrative should match this line with a detailed description of contractor's qualifications and role in the project.

• Operating Expenses – Costs associated with office supplies, paper, copies, etc.

• Indirect Costs – If an indirect cost rate is used, provide evidence of an approved indirect cost rate from the appropriate cognizant agency. If the organization does not use an indirect cost rate, provide a clear indication of administrative costs as differentiated from direct operating expenses.

EST. 1995

INDEPENDENCE PLACE

LEADERSHIP • ADVOCACY • EDUCATION

Executive Director: Sierra Potter

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Project Name: Housing Stability Navigator Grant

Project Narrative:

IPKY is enthusiastic about the opportunity presented by this Housing Stability Navigator Grant to improve our distinct housing program in Fayette County. This project aims to assist individuals with diverse disabilities in accessing safe and accessible housing options. Beyond mere accommodation, our goal is to empower our consumers through Independent Living Skills training and supported employment opportunities.

Through our housing stability navigator program, we aim to address the multifaceted challenges that individuals with disabilities face in securing and maintaining stable housing. We understand that housing stability is not just about having a roof over one's head but also about fostering independence, self-sufficiency, and overall well-being.
By providing comprehensive support services, including assistance with budgeting, household management, and accessing community resources, we seek to equip our consumers with the skills and resources they need to thrive in their homes and communities. Furthermore, our emphasis on supported employment opportunities ensures that individuals with disabilities have the opportunity to gain meaningful employment, thereby increasing their financial stability and enhancing their overall quality of life.

With your support, we can create a more inclusive and supportive environment where everyone, regardless of their abilities, can thrive and lead fulfilling lives. Together, we can make a lasting impact on the lives of individuals with disabilities in Fayette County, empowering them to achieve their housing goals and realize their full potential.

INDEPENDENCE PLACE, INC.

At Independence Place, Inc. (IPKY), our primary goal is to empower individuals with disabilities to lead fulfilling lives. We serve as advocates, partners, and facilitators, offering support to individuals of all ages and disabilities as they strive towards self-directed achievement of independence and community inclusion. As a consumer-driven, community-based Center for Independent Living (CIL), our non-residential organization provides a range of independent living services, including: (1) information and referral, (2) systems and individual advocacy, (3) peer support and mentoring, (4) independent living skills training, and (5) transition and diversion services. These services are intended to help individuals with disabilities live as independently as possible in the community with an appropriate level of support services.

IPKY is committed to delivering compassionate support through our Transition and Diversion services, ensuring individuals learn how to navigate the housing search and application processes to make independent living with confidence and security attainable. We strongly advocate for safe, accessible housing as a basic human right, and through our tailored programs, we empower individuals by teaching them how to effectively navigate each of the steps necessary to achieve and sustain independent living in the community. We approach each individual's path towards accessible, affordable, independent housing with personalized care and unwavering dedication because we recognize that everyone deserves a place to call home.

5.1. ORGANIZATIONAL CAPACITY & EXPERIENCE

One key aspect of our mission at Independence Place, Inc. (IPKY) is to empower individuals with disabilities who may experience homelessness or housing instability, helping them navigate complicated income-based resources and benefits systems to access adequate housing options in the community. We firmly uphold the innate right of each person to achieve and sustain independence. Operating as a consumer-driven agency, our team emphasizes the importance of fulfilling the aspirations and self-determined goals of our consumers, particularly in the realm of securing appropriate housing with individualized support. Applying the five core services fundamental to the Independent Living Movement philosophy, we are committed to dismantling barriers and facilitating access to safe, accessible, affordable housing. By providing personalized support and assistance with accessing essential resources, we not only facilitate housing acquisition for our consumers but also enable them to sustain their independence.

Amid the formidable challenges presented by the pandemic, IPKY demonstrated unwavering commitment in providing support to individuals with disabilities facing housing insecurity. The surge in inquiries related to housing assistance, indicative of the present scarcity of housing units across Kentucky, prompted us to acknowledge the imperative need for heightened intervention. Our Independent Living Specialist competently initiated collaborative endeavors with esteemed local entities such as the Hope Center, Bluegrass Care Navigators, and Salvation Army, thereby ensuring that our consumers could avail themselves of indispensable support services.

In 2022, recognizing an opportunity to extend our reach and efficacy, IPKY successfully secured supplementary funding through a health-related grant. Acknowledging the inherent connection between secure housing and holistic well-being, we made a decisive move by instituting a dedicated full-time housing specialist role within our agency. This strategic decision underscores our steadfast dedication to addressing the urgent requirement for individuals with disabilities to not only obtain suitable housing but also to access the indispensable resources necessary for its sustenance.

Since the inception of our housing specialist role in August 2022, IPKY has demonstrated significant strides in achieving our objective of providing accessible and sustainable housing solutions for individuals with disabilities. Within a relatively short time frame, our dedicated team has facilitated housing arrangements and/or vouchers for fourteen of our clients, offering them a definitive pathway to independence and stability. It is noteworthy that eight of these successful outcomes have been realized within the past six months alone.

Our team has been instrumental in facilitating connections for numerous individuals seeking emergency rental assistance and temporary relief of utility bills, thereby alleviating immediate financial burdens, and ensuring the continuity of secure housing. This tangible impact underscores the effectiveness of our unwavering commitment to addressing the critical need for housing assistance within our community.

From the outset of our Housing program, IPKY has emphasized the crucial importance of collaboration with fellow community agencies in our shared mission to combat housing insecurity among individuals with disabilities. Through proactive engagement and partnership development, we have cultivated robust alliances with a diverse array of organizations committed to serving our community. Collaborations with esteemed partners, including the Access Lexington Commission, University of Kentucky Human Development Institute Center for Assistive Technology Services, Bluegrass Care Navigators, LFUCG Paramedicine Group, Oxford House, Hope Center, Salvation Army, Fair Housing Council, Lexington Housing Authority, Kentucky Housing Corporation, AVOL, GreenHouse 17, Passport, and Community Action, have significantly broadened our reach and fortified our capacity to deliver comprehensive support services.

Additionally, our Staff and Board of Directors actively contribute to the Lexington community through membership on various boards and commissions, such as the Access Lexington Commission. Our Housing Specialist has also exhibited exceptional initiative by cultivating direct relationships with management at various low-income properties, including Rose Towers and Winterwood properties. These strategic alliances empower us to effectively advocate for our consumers and navigate the intricacies of securing safe and affordable housing options.

In alignment with our mission, we are pleased to announce our ongoing collaboration with the Kentucky Housing Corporation (KHC) as we strive towards attaining non-funded partner status. This strategic affiliation with KHC will afford us direct access to the Kentucky Homeless Management Information System (KYHMIS), thereby enabling us to efficiently submit applications for vouchers on behalf of our consumers. By streamlining the application process and fortifying our connectivity with KHC, our objective is to expedite access to critical housing resources for those we serve.

5.2. PROJECT DESIGN

How will the project add a new and innovative service to the local system without duplicating existing community resources? In what ways will the project fill existing system gaps?

IPKY is profoundly dedicated to nurturing inclusivity and empowerment throughout our community. Serving as a bastion of support, our agency fervently advocates for peer support, self-help, and self-advocacy among individuals with disabilities. As a Center for Independent Living, we uphold a stringent requirement stipulating that at least 51% of our Staff and Board of Directors identify as individuals with disabilities. This intentional measure ensures that the perspectives and voices of individuals grappling with disability are comprehensively integrated into the development and implementation of our programs and services across all organizational levels. Consequently, we are better equipped to cater to the diverse needs of our community members and provide the steadfast support they deserve.

- **Leveraging Peer Support**
  At the heart of our mission lies the fundamental principle of Peer Support, which serves as a cornerstone among the array of services offered by our Center for Independent Living (CIL). We firmly advocate that individuals living with disabilities possess a unique insight into the challenges faced by their peers, making them invaluable allies in the pursuit of solutions. By harnessing the collective wisdom and lived experiences of our team members, we empower individuals with disabilities to not only navigate their own obstacles but also to extend a helping hand to others facing similar challenges. By fostering diversity and inclusivity within our team, we create a supportive environment for individuals with disabilities to thrive. Our commitment to peer support extends beyond mere assistance; it is ensuring that no individual feels alone on their journey toward housing stability and empowerment.

- **Ensuring Accessibility and Inclusivity**
  As a CIL, our unwavering commitment to accessibility and inclusivity is ingrained in every facet of our operations. We deeply respect and honor the self-identification of individuals with disabilities, recognizing the inherent dignity and autonomy of each person. In line with this philosophy, we have eliminated the requirement for formal proof of disability to access our services, affirming our belief in the right of every individual to self-determination. Our paramount objective is to understand and cater to the unique needs of each individual we serve, regardless of their circumstances, ensuring that everyone feels valued, respected, and empowered.

- **Zero Exclusion Policy**
  The Zero Exclusion principle at IPKY sets our agency apart from other community resources, emphasizing our steadfast commitment to aiding all individuals with disabilities without any exceptions. This commitment includes providing support to individuals regardless of their current involvement in substance use or adherence to treatment regimens. Additionally, our agency offers services to individuals who have been or are currently within the criminal justice system, recognizing the importance of granting everyone access to support and resources as they strive towards independence and empowerment.

How will the project work with key stakeholders such as hospitals, crisis service providers, emergency shelter and street outreach providers, the LFUCG Community Paramedicine team, and other relevant stakeholders?

IPKY is dedicated to fostering a multi-sectoral approach to combat homelessness and housing insecurity, engaging with key stakeholders from various sectors. IPKY has established robust partnerships with esteemed agencies and service providers such as Bluegrass Care Navigators, Community Action, Catholic Action Center, Lexington Housing Authority, Oxford House, Arbor Youth, UK Hospital, and Cardinal Hill Rehabilitation Center. These long-standing collaborations serve as the cornerstone of our efforts, enabling us to pool resources effectively and coordinate support for individuals with disabilities who are experiencing housing challenges.

In addition to these valuable partnerships, IPKY is committed to proactively initiating monthly drop-in calls to facilitate ongoing collaboration among stakeholders. These calls will provide a structured platform for agencies to come together, exchange resources, and collectively address housing-related topics and challenges. By promoting open dialogue and information sharing, our goal is to strengthen our collective capacity to address complex cases and deliver comprehensive support to individuals with disabilities who are navigating housing insecurity.

Through these collaborative endeavors, we aim to create a robust and interconnected support network within our community. By leveraging the expertise and resources of our diverse network of stakeholders, we are better equipped to address the multifaceted needs of individuals experiencing housing instability. Ultimately, our overarching objective is to ensure that every individual, regardless of their circumstances, receives the holistic assistance and support they need to secure stable and sustainable housing.

What is the project plan for receiving and prioritizing referrals? How will individuals or referring agencies submit referrals and what criteria will be used to prioritize referrals? How will the project coordinate with the OHPI to review referrals and strategically target individuals/households with the highest level of need?

IPKY is dedicated to addressing homelessness and housing insecurity in our community through a proactive and inclusive approach. As part of this commitment, we ensure an efficient and transparent process for receiving and prioritizing referrals, particularly for housing assistance. Leveraging our current system, which includes a comprehensive referral sheet designed to capture essential information, we have developed a comprehensive plan. This plan guarantees that individuals in urgent need of housing assistance receive prompt attention while also considering factors such as disability status, dependency, and medical vulnerability. Through collaboration with key stakeholders and continuous refinement of our processes, we strive to effectively allocate resources and provide support to those facing the most pressing housing challenges in our community.

Plan for Receiving and Prioritizing Referrals

- **Referral Channel**: Individuals and referring agencies can submit referrals through designated channels such as online forms, email, or phone.
- **Intake Team**: A dedicated intake team will receive and log referrals promptly.
- **Initial Assessment:** Each referral will undergo an initial assessment to determine urgency and eligibility.
- **Scoring System**: Referrals will be scored based on predefined criteria (e.g., severity, risk, available resources).
- **Priority Triage:** High-priority cases will receive immediate attention, while others will follow a structured queue.

Criteria for Prioritizing Referrals

- **Urgency**: Referrals requiring urgent intervention will be top priority.
- **Severity:** Cases with severe needs (e.g., homelessness, severe health or safety concerns) will receive higher priority.
- **Risk Factors**: Referrals involving vulnerable populations will be prioritized.
- **Available Resources**: We consider resource availability for effective service delivery.
- **OHPI Collaboration**: Coordination with the Office of Housing and Homeless Prevention Initiatives (OHPI) will guide prioritization.

Coordination with OHPI

- **Review Referrals:** OHPI will review referrals alongside our team to assess alignment with their goals.
- **Target High-Need Individuals:** OHPI's expertise will help us strategically target individuals with the highest level of need.
- **Resource Allocation**: OHPI's insights will inform resource allocation for optimal impact.
- **Regular Updates:** We will maintain ongoing communication with OHPI to adjust strategies as needed.

We have developed a comprehensive project plan for receiving and prioritizing referrals to ensure that individuals in urgent need of housing assistance receive prompt attention while also considering various factors. When a call regarding housing assistance is received, a staff member promptly fills out a referral sheet with key information such as income source, disability status, presence of dependents, and preferred county of residence. This detailed approach allows us to better understand each individual's unique needs and circumstances. The referral sheet is then routed to both our Housing Specialists and Executive Director, ensuring that all relevant stakeholders are involved in the decision-making process.

Upon receiving a call from an individual seeking assistance, our staff promptly engages with them to gather essential information regarding their housing needs and circumstances. This information is then meticulously entered into CILSuite, our dedicated management platform. CILSuite serves as the central repository for all consumers and/or new referrals, interactions and service-related activities, allowing us to maintain comprehensive records and track the progression of each case. In essence, CILSuite plays a crucial role in enhancing our ability to meet the diverse needs of our clients and

effectively address housing insecurity. Its comprehensive capabilities enable us to maintain detailed records, track service delivery, and actively engage with our community, ultimately empowering us to provide the highest level of support.

- Document every aspect of our interactions with clients, including inquiries for long-term support, specific service requests, and referrals to external resources. This meticulous documentation ensures that no detail is overlooked and that each consumers and/or new referrals' unique situation is thoroughly understood and addressed.
- CILSuite enables us to track the services provided to each consumer and/or new referrals, ensuring that they receive the appropriate level of support tailored to their individual needs. Whether it involves connecting them with housing resources, providing assistance with employment opportunities, or offering guidance on accessing essential services, CILSuite allows us to monitor the progress of each consumer and/or new referrals' journey towards housing stability.
- Beyond documenting client interactions and service delivery, CILSuite also serves as a tool for recording community activities and engagements. This feature allows us to stay actively involved in community initiatives, collaborate with partner organizations, and participate in events aimed at addressing homelessness and housing insecurity. By efficiently recording these activities, we can assess our impact within the community and identify areas for further collaboration and improvement.

In order to streamline the process of receiving referrals from external agencies, our dedicated Housing Specialists and Executive Director play a pivotal role. They ensure that external partners have easy access to our comprehensive housing referral sheet, equipping them with the necessary tools to submit referrals efficiently. Additionally, our team provides clear guidance on the submission process, offering support and assistance as needed to facilitate seamless referrals. Referrals received from external agencies are promptly directed to both the Executive Director and the designated housing specialist via email.

Upon receipt, the housing specialist meticulously reviews each referral, taking into account the specific needs and circumstances of the individual or household in question. Based on this assessment, the referral is then assigned to the appropriate housing specialist for further action. Once assigned, the housing specialist takes immediate action, reaching out to the individual or household within 24 hours of receiving the referral. This proactive approach ensures that individuals in need of housing assistance receive timely support and guidance, helping to alleviate their housing challenges more effectively.

Our team employs a systematic approach to prioritize referrals, considering factors such as the presence of significant disabilities, dependency status, and medical vulnerability. This ensures that individuals with the highest level of need receive prompt attention. We also collaborate closely with our Board of Directors and external agencies to validate and refine our prioritization criteria, ensuring alignment with best practices and community needs. This collaborative effort enhances our ability to allocate resources effectively and prioritize assistance for those facing the most pressing housing

challenges. By maintaining clear communication channels and swift response times, we strive to prioritize the needs of our community and facilitate access to vital housing resources for those in need.

How will project design balance timely service connection and ensuring adequate levels of service to assist households in achieving stability? What is the proposed caseload for the project? What is the expected average length of participation? How will the project plan for and facilitate exits?

The Housing Stability Navigator Grant is designed to emphasize a delicate balance between timely service connection and ensuring sufficient levels of service to aid households in achieving stability. Upon receiving a housing referral, our Housing Specialist will promptly initiate contact within 24 hours and schedule a face-to-face meeting with the individual within one week. Subsequently, weekly meetings will be conducted with the consumer by the two housing specialists, utilizing various communication platforms until suitable housing is secured. After the individual's relocation, biweekly check-ins will be maintained for three months to provide ongoing support.

Upon the completion of the three-month period, the consumer will be offered the option to either close their case or transition to our Independent Living program. This program offers personalized assistance in budgeting, credit recovery, advocacy, and peer support, tailored entirely to the consumer's needs and preferences. Our consumer-driven approach ensures that every Independent Living training is uniquely crafted to empower individuals on their journey towards independence and fulfillment.

Upon reaching the three-month milestone in the Independent Living program, the Independent Living Specialist will present the consumer with the choice to either keep their case open or close it. Should the consumer opt to close their case, our staff commits to conducting yearly check-ins to assess if there is any requirement for our services or support. These annual check-ins serve as a proactive measure to ensure that individuals are continuously supported and have access to assistance should the need arise again in the future. Of course, all former consumers of IPKY can contact the office to have their case reopened at any time.

To maintain the highest quality of care and attention, we will adhere to a caseload size limit of 20 consumers per housing specialist for our Housing Program. This commitment to a manageable caseload size allows our dedicated staff to provide personalized support, tailored to the unique needs and goals of each of our consumers. By maintaining this limit, we uphold our standard of excellence and remain steadfast in our mission to empower individuals with disabilities to thrive independently within their communities.

How will the project specifically address the housing needs of participant households? What will the project do to identify and connect households with housing that meets their needs? How will project design facilitate continued housing stability?

The Housing Stability Navigator Grant takes a multifaceted approach to address the diverse housing needs of participant households, ensuring stable housing arrangements. We initiate open discussions with consumers to ascertain their housing maintenance requirements, encompassing aspects such as utility bill management and exploring available financial assistance options. Furthermore, we conduct thorough assessments to determine if consumers necessitate accessible housing and actively assist in locating suitable accommodations tailored to their specific needs. Recognizing the significance of fostering a comfortable living environment, we actively source essential household items such as furniture, dishes, and other necessities.

Our Housing Specialist has forged a valuable partnership with a second-hand furniture store, facilitating donations of quality items for individuals transitioning to independent living. Once housing is secured with the specialist's guidance and stability is maintained for a minimum of three months, consumers can engage with our Independent Living Specialist. The Independent Living Specialist crafts a personalized program designed to address the unique needs of each individual, which may include provisions like budgeting assistance, participation in cooking workshops, and guidance on maintaining a clean living space.

We remain unwavering in our dedication to empowering participants towards self-sufficiency by offering referrals to the Office of Vocational Rehabilitation (OVR) for employment or educational opportunities. Additionally, for consumers requiring accessible accommodations, we extend support in completing applications for the Hart Supported Living Program through the Department of Aging and Independent Living. This program, administered by the Department of Aging and Independent Living, offers crucial funds to assist Kentuckians with disabilities in maintaining independent living arrangements, thereby averting institutionalization. For more information, please visit: https://www.chfs.ky.gov/agencies/dail/Pages/hslp.aspx.

In addition to our efforts, the Housing Stability Navigator Grant fosters collaboration with across-disability organizations, such as the Council of the Blind, Kentucky Commission on the Deaf and Hard of Hearing, KY-SPIN, Inc. (Kentucky Special Parent Involvement Network), and others. These partnerships are instrumental in expanding our reach and enhancing the support available to our consumer specialized needs. By working closely with these organizations, we can access specialized expertise, resources, and networks that cater to the specific needs of individuals with diverse disabilities.

For example, collaborating with the Bluegrass Council of the Blind allows us to tap into their knowledge and resources related to visual impairments, ensuring that participants with vision-related challenges receive tailored support in accessing housing and navigating their living environments effectively. Similarly, partnering with the Kentucky Commission on the Deaf and Hard of Hearing enables us to address the unique housing needs of individuals who are deaf or hard of hearing, including considerations for communication access and accommodations. KY-SPIN, as another

valuable partner, offers insights and support related to linking families and individuals with disabilities to valuable resources that enable them to live productive and fulfilling lives, including housing stability and self-sufficiency. Through these collaborative efforts, IPKY through this Housing Stability Navigator Grant can provide more holistic and personalized assistance to participants, ensuring that their housing arrangements are not only stable but also conducive to their specific abilities and circumstances.

In terms of disability-related and technology assistance, our staff will leverage the resources provided by HDI Cats (HDI Center for Assistive Technology Services) to fulfill the needs of consumers requiring accessible items for their homes, including shower chairs, transfer benches, walkers, and other assistive technology devices. HDI Cats offers an invaluable array of donated items that can be loaned out to individuals in need, ensuring access to necessary equipment to enhance daily living and mobility. Through the provision of these comprehensive services and resources, our goal is to foster continued housing stability and empower participants on their journey towards self-sufficiency.

What is the project plan for collecting and maintaining data regarding outcomes? How will the project evaluate progress and success?

IPKY staff utilize a comprehensive management system known as CILSuite to efficiently document all aspects of our interactions and services provided to consumers. This system serves as a centralized platform for recording consumer information, tracking the services delivered, and documenting every conversation or interaction staff has with consumers or referrals. By utilizing CILSuite, we ensure accurate and thorough documentation, enabling us to effectively monitor progress, maintain continuity of care, and uphold our commitment to delivering high-quality support tailored to the unique needs of each individual we serve.

In addition to our data-driven approach, we prioritize the feedback of our past and current consumers. Quarterly surveys have been implemented to provide individuals with the opportunity to share their experiences with our services. These surveys not only help us gauge satisfaction levels but also serve as invaluable tools for continuous improvement, allowing us to identify areas where we excel and areas where there is room for enhancement.

Recognizing the unique importance of our housing program, the IPKY Executive Director will spearhead a quarterly survey specifically tailored to assess the effectiveness and impact of our housing initiatives. This targeted feedback mechanism will enable us to closely monitor the success of the program and make necessary adjustments in real-time. The Executive Director and housing specialist at IPKY will collaboratively establish program objectives and meticulously monitor their advancement through the implementation of a Gantt chart.

Furthermore, to ensure a comprehensive understanding of the long-term impact of our housing efforts, we will develop an annual survey dedicated specifically to this program. This survey will provide a holistic overview of participant experiences over the course of the year, allowing us to identify trends, successes, and areas for further development.

Focused Case Management: Implementation Timeline for the Housing Stability Navigator Grant

Month 1:
In the initial phase of the program, IPKY will undertake several crucial tasks to lay the foundation for effective implementation:

- **Recruitment and Hiring**
  IPKY will conduct interviews and hire a second housing specialist to augment the existing team, ensuring adequate support for program participants.
- **Training Schedule for New Hire**
  A comprehensive training schedule will be developed for the newly hired housing specialist, outlining essential skills, and procedures to ensure proficiency in their role.
- **KYHMIS Training**
  IPKY will arrange training sessions for the second case manager on the Kentucky Homeless Management Information System (KYHMIS) in collaboration with the Kentucky Housing Corporation (KHC), ensuring proficiency in data management and reporting.
- **Case Document Review and Update**
  Necessary program documents, including the referral form, intake form, and quarterly satisfaction survey, will be reviewed and updated to align with program objectives and improve effectiveness.
- **Stakeholder Engagement**
  Bi-monthly drop-in calls will be planned and scheduled to facilitate communication and collaboration among stakeholders, fostering a supportive network for program success.
- **Tracking Sheet Development**
  An Excel tracking sheet for housing referrals will be developed to streamline the referral process, monitor progress, and ensure accountability in service delivery.
- **SOAR Training**
  The housing specialist will undergo training in the SSI/SSDI Outreach, Access, and Recovery (SOAR) model to effectively assist program participants in accessing disability benefits.
- **Program Goal Development**
  IPKY will develop clear and measurable goals and objectives for the program, outlining the desired outcomes and milestones to be achieved.
- **Gantt Chart Timeline**
  The Executive Director will create, such as a Gantt chart visualizing the timeline, tasks, and dependencies for the program, providing a visual roadmap for implementation and monitoring progress.

Month 2:

As the program progresses into its second month, IPKY will commence the intake of referrals, marking a significant step towards providing support to individuals seeking housing stability. Concurrently, we will convene our inaugural stakeholder peer call, fostering collaboration and information exchange among key partners invested in our mission.During the second month of this program, IPKY will begin taking referrals for this program. We will also host our first stakeholder peer call.

Month 3:
In the third month, IPKY's commitment to expanding outreach and engagement continues as we actively accept new referrals while initiating discussions with property managers and the Lexington Housing Authority. These interactions aim to forge vital connections and explore opportunities for securing affordable and accessible housing options for our consumers.

Month 4:
Moving into the fourth month, IPKY will introduce the inaugural quarterly program survey, seeking feedback from both consumers and partners. This survey serves as a valuable tool for gathering insights and perspectives, which will be carefully reviewed by our team. Based on the feedback received, necessary adjustments and enhancements will be made to optimize the program's effectiveness. Additionally, the month will witness the hosting of the second stakeholder peer call, further strengthening collaborative efforts within our network.

Monthly:
Throughout each month, IPKY will facilitate regular team meetings to foster communication and collaboration among staff members. These meetings provide a platform for discussing individual cases, sharing new resources, and addressing any concerns or challenges encountered. Under the oversight of the Executive Director, diligent upkeep of referral tracking sheets and case notes will be ensured, maintaining the accuracy and integrity of our records.

Quarterly:
At the end of each quarter, IPKY will conduct a comprehensive survey to gather feedback from stakeholders and participants alike. This feedback will be meticulously processed and analyzed, driving iterative improvements and refinements to our programs and services. Through this continuous feedback loop, IPKY remains committed to delivering responsive and impactful support to our community.

5.3. SERVICES AND OUTCOMES

Responses should include a detailed account of the specific services available through the program (direct services or via partnerships) and how those services will facilitate anticipated outcomes.

What services will the project provide that are not currently available within Lexington-Fayette County?

As a Center for Independent Living (CIL) based in Kentucky, IPKY offers a unique core service that distinguishes us from our partner-community resources. This service is deeply rooted in the principles of the Independent Living philosophy, guiding our approach towards individuals with disabilities. At the heart of this philosophy is the belief in the autonomy and self-determination of people with disabilities, acknowledging their capacity to make decisions, form relationships, and access societal benefits on par with able-bodied individuals.

Requests for housing assistance received by our organization are seamlessly integrated into our services, aligning with the Independent Living approach, also known as “self-determination.” This approach affirms the right of our consumers, particularly individuals with disabilities, to live independently while recognizing their freedom to seek assistance when necessary. Our core service, which combines Independent Living principles and Peer Support, where individuals with disabilities support one another to thrive, is unique and essential, particularly in Lexington and surrounding areas.

Providing affordable and accessible housing assistance is essential to our mission of empowering individuals with disabilities to live meaningful lives on their own terms. We are dedicated to assisting consumers in avoiding institutional settings, aiding in the search for affordable and accessible housing (or necessary modifications), and other pertinent needs within the CIL community. Through these endeavors, we prioritize housing solutions that resonate with our consumers' identities as individuals with disabilities, placing their aspirations and autonomy at the forefront. This approach fosters an environment that empowers them to pursue their goals independently.

In line with our commitment to comprehensive support, all IPKY staff members serve as hubs for information and referrals (I/R), providing vital resources for consumers and/or new referrals seeking guidance and assistance. Our staff are equipped with the knowledge and expertise to navigate housing options, access community resources, and address other pertinent needs tailored to each individual's circumstances. This ensures that consumers have access to the information they need to make informed decisions and navigate their paths towards housing stability effectively. IPKY recognizes the importance of collaboration and partnership with referral agencies to enhance our service delivery. By partnering with local housing authorities, social service, and disability advocacy groups, we expand our access to a wider network of resources and support services for our consumers. These partnerships facilitate streamlined referrals, coordinated service delivery, and access to specialized assistance, contributing to more effective support for individuals with disabilities seeking housing assistance. These collaborative efforts strengthen our ability to address the diverse needs of our consumers and empower them to achieve their housing goals and self-sufficiency.

How will the project assess participant needs, develop service plans, and facilitate progress toward established plans? How will the project ensure that services maintain a housing-focused orientation?

When consumers start receiving services at IPKY, they will complete an intake process using our tailored intake packets. These packets serve as a crucial tool for our staff to meticulously assess consumers' needs and facilitate the development of personalized service plans. By guiding consumers to articulate their goals, we ensure a clear understanding of their aspirations and requirements.

In addition to the intake process, the IPKY project emphasizes the development of Personalized Service Plans on Independent Living (ILPs) as a key component of its service delivery framework. These ILPs are collaboratively developed between IPKY staff and consumers, incorporating input from both parties to ensure that goals are realistic, achievable, and reflective of the consumer's preferences and aspirations. Through the ILPs, consumers outline their specific objectives related to housing stability, independent living skills, and overall well-being.

As an illustration, a consumer may express a desire to secure stable housing within a certain timeframe, improve their budgeting and financial management skills, and enhance their social support network. Based on these goals, IPKY staff work with the consumer to identify actionable steps, resources, and support services needed to facilitate progress towards these objectives. This process ensures that the ILPs are tailored to address the individual needs and circumstances of each consumer, fostering a sense of ownership and empowerment in the goal-setting process.

IPKY places a strong emphasis on consumer control and autonomy throughout the service delivery process. Consumers are actively involved in decision-making regarding their service plans, with opportunities to provide feedback, revise goals, and adjust strategies as needed. IPKY staff act as facilitators and advocates, supporting consumers in exercising their rights and preferences and ensuring that services are delivered in a manner that respects their autonomy and dignity.

By prioritizing consumer involvement and empowerment, the IPKY Housing Stability Navigator Grant promotes a consumer-centered approach to service delivery, where consumers are viewed as active participants in their own journey towards housing stability and independence. This approach not only enhances the effectiveness of the services provided but also fosters a sense of agency and self-determination among consumers, ultimately contributing to their long-term success and well-being.

Throughout each stage of the process, IPKY staff employ CILSuite to monitor consumers' advancement and assess their adherence to service objectives. This specialized platform empowers staff to monitor milestones, pinpoint areas necessitating further assistance, and guarantee that consumers' needs are adequately met. Moreover, housing specialists conduct goal reviews at the three-month milestone, ensuring that service plans adapt to meet consumers' changing requirements.

What services/access to services will the project provide for individuals/households with specific needs, such as those with complex healthcare needs, those with disabilities and/or mobility needs, and persons with mental illness and/or substance use?

The Housing Stability Navigator Grant will be geared towards offering comprehensive support services tailored to address the diverse needs of individuals with disabilities, particularly those grappling with complex healthcare requirements. This encompasses a range of disability-related challenges such as varying degrees of physical and cognitive abilities, social support networks,

mobility limitations, and mental health or substance use issues. Our approach emphasizes cross-disability inclusivity, recognizing that individuals with diverse disabilities require unique forms of support and accommodation. To achieve this objective, we have specialized staff members trained in cross-disability support and fostered strategic partnerships and collaborations with key stakeholders within our community, ensuring that our services are accessible and inclusive to all individuals regardless of their specific disability.

Additionally, IPKY has forged partnerships with several disability agencies and commission boards, including the Bluegrass Council of the Blind, Bluegrass Area Agency on Aging and Independent Living, United Way of the Bluegrass, and Access Lexington Commissions, among others. These partnerships bolster our capacity to deliver thorough and impactful support services to individuals with disabilities. Through close collaboration with these agencies, we guarantee the seamless coordination of our programs and ensure that individuals receive the vital assistance needed to thrive within our community.

Our team of Independent Living Specialists, Housing Specialists, and Individual Placement and Support (IPS) Specialists are adept at collaborating to address the specific needs of our consumers, especially those requiring additional support due to complex healthcare issues. By facilitating information and referrals to essential services and practical resources (including those offered by our partner community resources mentioned below), we advocate for our consumers while delivering our core services, empowering them to lead fulfilling lives in line with their own aspirations.

Our close relationship with the Office of Vocational Rehabilitation (OVR) and Individual Placement and Support (IPS) programs ensures seamless access to vocational rehabilitation services and supported employment opportunities for individuals with disabilities. These partnerships enable us to provide tailored employment placement and support services. Additionally, our ongoing collaboration with the University of Kentucky's Human Development Institute (HDI) Assistive Technology Services (CATS) and the Department for Aging and Independent Living (DAIL), including the Hart Supported Living program, supplements our services by providing specialized support for individuals requiring long-term care and independent living assistance. Addressing both supported employment and housing needs is a priority, with the goal of empowering individuals to reside in their own homes and prevent institutionalization.

Furthermore, our partnership with the Bluegrass Area Development District (ADD) grants access to waiver programs and resources offering crucial support services, such as home and community-based services, to individuals with disabilities. This collaboration assists consumers in navigating complex waiver systems and accessing necessary support to live independently in the community.

Acknowledging the pivotal role of peer support in addressing multifaceted healthcare needs, a considerable portion of our staff and board members possess firsthand experiences in this domain. These personal encounters equip them with a deep understanding of the challenges and intricacies associated with healthcare, enabling them to offer invaluable peer support, advice, and guidance to

our consumers. Leveraging their expertise and lived experiences, we go beyond conventional assistance by providing personalized support tailored to each individual's unique circumstances and requirements. Through empathetic engagement and shared experiences, we empower individuals to navigate their healthcare journey with confidence and effectiveness, fostering a supportive environment conducive to holistic wellness and recovery.

In conclusion, sustainable funding would bolster our agency's capacity to cater to individuals with more complex healthcare requirements, enabling us to advocate for their autonomy and inclusion, such as through peer and our staff support initiatives. This empowerment allows our consumers to make informed choices, still maintain control over their lives to the best of their abilities, and participate equally in our communities. Through strategic partnerships, peer support initiatives, dedicated staff, and sustainable funding support, our aim is to empower individuals with disabilities to lead fulfilling lives and achieve their goals.

What services will the project provide to increase income and benefits for program participants? What specific resources will the project connect participants to and how quickly? What experience does the applicant have with SOAR?

IPKY steadfast dedication lies in elevating the financial standing and benefits of our program consumers and potential new referrals. Through a comprehensive range of meticulously tailored services and abundant resources, we endeavor to empower individuals with the means to enhance their income and access valuable benefits. We prioritize expeditious connection to an array of resources, ensuring not only improved economic well-being but also facilitating access to tools that foster financial growth and stability.

- **Individual Placement and Support (IPS) Program**
  Individuals grappling with Substance Use Disorder (SUD) or Serious Mental Illness (SMI) will be directed to our Individual Placement and Support (IPS) program. This initiative offers comprehensive assistance in employment placement, encompassing job search aid, skills training, and ongoing workplace support.

- **Supported Employment (SE)**
  Our commitment to facilitating meaningful employment opportunities for our consumers and new referrals extends to our Supported Employment (SE) program. Individuals seeking SE opportunities will benefit from our partnership with the Office of Vocational Rehabilitation (OVR). OVR specializes in providing vocational rehabilitation services tailored to the unique needs of individuals with disabilities. Through personalized support and guidance, OVR assists individuals in securing and maintaining employment, empowering them to achieve greater financial independence and fulfillment in their careers.

- **Benefit Analysis**

In our pursuit of enhancing the economic well-being of our consumers and new referrals, we recognize the importance of optimizing available benefits. To this end, we facilitate access to comprehensive benefit analysis services through our partnership with OVR. Leveraging their expertise, OVR conducts meticulous assessments to determine eligibility for various benefits and programs. This includes but is not limited to disability benefits, healthcare assistance, and financial aid programs. By identifying and accessing these resources, individuals can enhance their income and achieve greater financial stability. In instances where consumers prefer an alternative option, such as working with Goodwill, we ensure seamless referrals to facilitate their benefit analysis process.

- **Independent Living (IL)**
  Moreover, our Independent Living (IL) program provides comprehensive support beyond housing, assisting consumers and new referrals in various aspects of career development. This includes resume building and mock interview training sessions aimed at enhancing their job application skills and boosting confidence during interviews. Our dedicated IL specialist collaborates closely with individuals with disabilities, guiding them towards empowerment and the fulfillment of their life goals. Through personalized assistance and encouragement, we strive to equip our participants with the tools they need to succeed in their careers and lead fulfilling lives.

- **SOAR (SSI/SSDI Outreach, Access, and Recovery)**
  Additionally, our agency boasts staff and board members with extensive experience in the SOAR (SSI/SSDI Outreach, Access, and Recovery) model. This best practice approach aids individuals facing homelessness or housing instability in accessing crucial Social Security Administration (SSA) disability benefits. Leveraging our expertise in the SOAR methodology, we effectively advocate for our program consumers and/or new referrals , ensuring they secure disability benefits while remaining engaged in our community.

In essence, our core services swiftly connect consumers to a variety of resources, boosting their income and benefits. Referrals to programs like IPS, OVR, and our IL, along with benefit analysis services, provide comprehensive support to improve economic well-being. Expertise in the SOAR model among our staff and board members ensures individuals facing housing instability, especially those with disabilities, access crucial benefits for financial stability while contributing to the community.

What services/access to services will the project provide that facilitate permanent housing? How will the project facilitate access to permanent housing via multiple avenues including affordable market rentals, income-based properties, financial assistance or other housing subsidies, and the local Housing Triage System?

Our approach to addressing housing insecurity emphasizes accessibility and collaboration. Our project aims to provide individuals with a pathway to stable housing through strategic referrals and tailored interventions. By leveraging partnerships and implementing comprehensive programs, we empower individuals to achieve housing stability and self-sufficiency. This involves employing a multifaceted referral strategy and collaborative triage assessment approach.

- **Housing Voucher Referrals**
  Collaborating with the Lexington Housing Authority (LHA), we refer eligible individuals to available housing vouchers. This collaboration enables us to secure affordable housing options for our consumers and/or new referrals.

- **Housing for Veterans Referrals**
  We direct veterans, particularly those with disabilities in need of housing assistance, to the Department of Veterans Affairs (VA) to explore tailored voucher options.

- **Partnerships with Landlords and Property Management**
  Actively building partnerships with landlords and property management companies, especially those overseeing low-income properties, allows us to expand housing options and ensure a diverse range of opportunities for our consumers and/or new referrals.

- **Housing-Related Expenses Referrals**
  Our consumers and/or new referrals requiring financial assistance for housing-related expenses are referred to Southland Dollar Club or Adult/Tenant Services or Community Action programs to provide additional financial support as needed.

- **Promoting Housing Stability and Self-Sufficiency**
  Addressing barriers to housing stability, we refer individuals to the Office of Vocational Rehabilitation (OVR) for assistance with employment opportunities. Furthermore, our Independent Living (IL) Specialist provides support with budgeting and other essential IL training to empower individuals with the necessary skills for independent living.

- **Triage Assessment Approach**
  Through these integrated triage approaches and collaborative efforts, our project aims to ensure individuals facing housing insecurity have access to permanent housing solutions tailored to their unique needs and circumstances. Our staff conducts assessments for each consumer or new referral, prioritizing based on severity and vulnerability, while our collaborative community partnerships enable us to quickly and appropriately place individuals (particularly those with disabilities), into stable housing and connect them with tailored resources.

How will the project approach data collection and entry to ensure complete, accurate, and timely data is maintained in the Kentucky Homeless Management Information System (KYHMIS)? What is the project's plan to review data and outcomes?

IPKY has implemented a comprehensive system to support the collection and entry of data for our programs and projects. This system is designed with a meticulous strategy to ensure that data is collected and entered with the utmost completeness, accuracy, and timeliness. Our primary objective is to align our data management practices with the standards set forth by the Kentucky Homeless

Management Information System (KYHMIS), ensuring seamless integration and compliance with regulatory requirements. Our plan involves several key components to achieve this goal:

- **Training and Access to KYHMIS**
  We will have our staff to work on obtaining training and access to the KYHMIS system. Additionally, our partnership with the Kentucky Housing Corporation (KHC) as a non-funded partner will facilitate our access to the system, ensuring our ability to input and manage data effectively. To ensure that our staff are equipped with the necessary skills and tools to effectively utilize the Kentucky Homeless Management Information System (KYHMIS), we will implement a comprehensive training program. This program will involve providing our staff with access to training resources and opportunities that will familiarize them with the functionalities of the KYHMIS system.

- **Utilization of CILSuite**
  IPKY primarily utilizes CILSuite, a comprehensive management system, to document all our consumers and/or new referrals' interactions and services provided. This centralized platform allows us to record consumer information, track service delivery, and document staff interactions with consumers or referrals. Through CILSuite, we maintain accurate and thorough documentation, enabling us to monitor progress, ensure continuity of care, and deliver tailored support to each of our consumers and/or new referrals

- **Weekly Staff and Monthly Review Meetings**
  Our team conducts weekly staff meetings to review cases and discuss ongoing progress. Additionally, on a monthly basis, we convene with case coordinators to analyze data and outcomes, as well as to prepare any requested reports. These meetings provide opportunities to assess the effectiveness of our interventions, identify areas for improvement, and ensure alignment with project objectives. Outside meetings, both the Executive Director and Program Coordinator are readily available and approachable to address any issues regarding case severity and vulnerability (triage assessment), fostering a collaborative approach to data review and outcome assessment.

By implementing these key components, we are able to maintain a high standard of data quality and integrity, ensuring that our programs and projects are supported by accurate and reliable information. This, in turn, enables us to effectively monitor progress, track outcomes, and make data-driven decisions to improve the services we provide to our consumers and communities.

5.4. SUSTAINABILITY

The goal of OHPI is to ensure this project continues to operate as long as it produces successful results. However, funding in the Innovative & Sustainable Solutions to End Homelessness Fund is limited and is largely intended for one-time, startup expenses and not ongoing program operations. Therefore, applicants should provide a detailed sustainability plan for how they will seek and acquire resources to continue operations beyond this grant award. Plans should include specific public and private funding

sources to be pursued and not just a blanket assurance that the applicant will seek funding.

To ensure the sustainability and longevity of our project beyond the tenure of the Housing Stability Navigator Project Grant, IPKY has devised a multifaceted sustainability plan encompassing various strategies to secure continuous resources. One pivotal avenue we are actively exploring involves tapping into Medicaid funding, with a strategic focus on harnessing the provisions under Part B. By leveraging Medicaid funding, we aim not only to bolster our financial stability but also to cultivate additional income streams. This strategic approach will enable us to recruit and retain qualified staff members and broaden the scope of our projects and core services across the communities we serve. Moreover, we are diligently working towards establishing our agency as a certified Medicaid Provider. This initiative not only holds the promise of augmenting our revenue streams but also promises a more robust financial foundation for our housing program, ensuring its sustainability and resilience in the long run.

In tandem with our pursuit of Medicaid funding, we are steadfast in our commitment to diversifying our funding sources to mitigate reliance on any singular stream. This entails proactively seeking out new funding opportunities from a spectrum of public and private sources. Central to our mission is the unwavering dedication to addressing the diverse needs of individuals with disabilities, particularly those grappling with multifaceted healthcare requirements. These encompass a myriad of challenges, including varying abilities, mobility constraints, and mental health or substance use concerns. By broadening our funding channels, we endeavor to fortify the long-term sustainability of our project, ensuring its enduring effectiveness in combating homelessness and housing insecurity. Additionally, this approach will enhance accessibility, particularly among our consumers spanning diverse age groups and disabilities, thus fostering a more inclusive and equitable society.

In conclusion, IPKY's commitment to ensuring the sustainability of our project extends beyond the duration of the Housing Stability Navigator Project Grant. Through a multifaceted sustainability plan, we are proactively securing continuous resources to support our vital initiatives. Leveraging Medicaid funding, particularly through the provisions under Part B, stands as a cornerstone of our strategy, promising enhanced financial stability and expanded service delivery capabilities. By pursuing certification as a Medicaid Provider, we aim to solidify our financial foundation, ensuring the longevity and resilience of our housing program. Furthermore, our dedication to diversifying funding sources underscores our commitment to addressing the diverse needs of individuals with disabilities. Through these efforts, we strive to fortify the long-term sustainability of our project while fostering greater accessibility and inclusivity within our communities.

5.5. PROPOSED LINE-ITEM BUDGET AND BUDGET NARRATIVE

Proposals should include a separate line item budget and budget narrative and will be evaluated based on reasonableness of expenses and overall feasibility. If applying for a term of more than one year, the provided budget should reflect all program revenue and expenses for each year. Project funds should not be used for housing expenses such as rent, utilities, etc. – projects should leverage other resources for housing expenses.

Our proposal for the Housing Stability Navigator Grant includes a meticulously crafted line item budget and budget narrative, detailing the expenses associated with project implementation. Every aspect of the budget has been carefully considered to ensure that resources are allocated efficiently and effectively. This comprehensive budgeting approach underscores our commitment to transparency and accountability in financial management. Additionally, the budget narrative provides a detailed explanation of each line item, outlining the rationale behind the allocation of funds and demonstrating the reasonableness of expenses.

In the case of a multi-year term, our provided budget offers a comprehensive overview of all program revenue and expenses for each year. This long-term perspective allows us to anticipate future funding needs and plan accordingly, ensuring the sustainability and continuity of our efforts over time. By mapping out revenue and expenses for each year of the grant term, we can effectively manage cash flow and make informed decisions to maximize the impact of the grant funds.

Item Descriptions	Quantity/ Frequency	Total Budgeted Cost Estimate
Staffing		
Sierra Potter - Executive Director	1 per year	$ 5,000
Eric Evans - Housing Specialist	1 per year	$ 40,000
Second Housing Specialist	1 per year	$ 40,000
Laptops	2 laptops	$ 1,250
Phone	1 phone	$ 500
Travel	1 per year	$ 2,400
Overhead at 18%		$ 15,600
Total Cost		**$ 106,000**

It's crucial to highlight that project funds will not be allocated towards housing expenses such as rent and utilities. Instead, we will leverage other resources for housing-related costs, such as funding from local government agencies or community organizations specializing in housing assistance. This strategic approach allows us to stretch our grant funds further and extend our reach to more households in need of housing stability support.

Regarding staffing expenses, all personnel outlined in the proposal will be covered by the budget. Eric Evans, one of our housing specialists, will have his salary fully funded by the Housing Stability Navigator Grant. Additionally, we plan to recruit another full-time housing specialist, with their

compensation also entirely supported by the grant. This addition will bolster our capacity to effectively address the housing needs of participant households, providing prompt assistance and comprehensive support. Overseeing these operations, Sierra Potter, our Executive Director, will dedicate 10% of her time to ensure efficient management and implementation. This allocation of resources ensures that our team is sufficiently staffed to deliver high-quality services and maximize the impact of the grant.

In terms of equipment procurement, our assessment has identified the need for two MacBook laptops to enhance productivity, alongside providing flexibility and mobility for housing specialists. Additionally, recognizing the importance of seamless communication and workflow, we will equip the new housing specialist with an iPhone, ensuring access to essential communication tools while on the go.

Moreover, we have accounted for overhead costs in our budget planning, including expenses such as rent, utilities, phone services, insurance premiums, and professional fees. These costs will be factored into the budget at an 18% de minimis rate to ensure comprehensive support for the operational infrastructure required for project success.

Regarding our travel policy, we maintain a reimbursement system covering mileage expenses incurred by staff attending meetings with program participants, community partners, and employers. Staff members will receive compensation based on the Kentucky state mileage rate, reflecting our commitment to facilitating staff engagement and outreach activities essential for project success. This policy ensures that our team can effectively collaborate with stakeholders and provide support to participants wherever they may be located.

Project Name:

Housing Stability Navigator Grant

Contact and Question:

Sierra Potter
Executive Director at Independence Place, Inc.
841 Corporate Drive, Suite 301, Lexington, KY 40503
Office : (859) 266-2807
Mobile: (859) 533-7563
Email: sierra@ipky.org

EST. 1995
INDEPENDENCE PLACE
LEADERSHIP • ADVOCACY • EDUCATION

Independence Place, Inc. assists individuals with disabilities by maximizing leadership empowerment, independence and productivity. We want you to find your place in the tapestry of American society. By participating in these services, you are joining the movement that promotes a philosophy of consumer control, peer support, self-help and self-determination, equal access, and individual and system advocacy.

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RESOLUTION NO. _____ - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AMENDMENT TO AN AGREEMENT WITH INDEPENDENCE PLACE, INC., REPLACING INDEPENDENCE PLACE, INC. WITH CENTER FOR ACCESSIBLE LIVING, INC. AS THE PARTY RESPONSIBLE FOR THE OBLIGATIONS OF THE AGREEMENT, AT NO ADDITIONAL 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 to execute an Amendment to an Agreement with Independence Place, Inc., a draft of which is attached hereto and incorporated herein by reference, replacing Independence Place, Inc. with Center for Accessible Living, Inc. as the party responsible for the obligations of the Agreement, at no additional cost to the Urban County Government.

Section 2 – That an amount, not to exceed the sum of $98,065.00, be and hereby is approved for payment to Center for Accessible Living, Inc., from account #1145-155003-78112, pursuant to the terms of the Agreement and 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
0112-25:TAH:4932-8486-1716, v. 1

RESOLUTION NO. 056 - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AMENDMENT TO AN AGREEMENT WITH INDEPENDENCE PLACE, INC., REPLACING INDEPENDENCE PLACE, INC. WITH CENTER FOR ACCESSIBLE LIVING, INC. AS THE PARTY RESPONSIBLE FOR THE OBLIGATIONS OF THE AGREEMENT, AT NO ADDITIONAL 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 to execute an Amendment to an Agreement with Independence Place, Inc., a draft of which is attached hereto and incorporated herein by reference, replacing Independence Place, Inc. with Center for Accessible Living, Inc. as the party responsible for the obligations of the Agreement, at no additional cost to the Urban County Government.

Section 2 – That an amount, not to exceed the sum of $98,065.00, be and hereby is approved for payment to Center for Accessible Living, Inc., from account #1145-155003-78112, pursuant to the terms of the Agreement and Amendment.

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

PASSED URBAN COUNTY COUNCIL: February 20, 2025

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0112-25:TAH:4932-8486-1716, v. 1

FIRST AMENDMENT TO PURCHASE OF SERVICE AGREEMENT

THIS FIRST AMENDMENT TO PURCHASE OF SERVICE AGREEMENT (the "Amendment"), dated as of March 3, 2025, by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky created pursuant to KRS Chapter 67A (the "LFUCG"), located at 200 East Main Street, Lexington, Kentucky 40507, and **CENTER FOR ACCESSIBLE LIVING, INC.**, a Kentucky corporation (the "Organization"), whose address is 501 E Broadway, Suite 310, Louisville, Kentucky 40202, (collectively known as the "Parties"), with an effective date of January 1, 2025.

RECITALS

WHEREAS, LFUCG entered into a Purchase of Service Agreement (awarded pursuant to RFP No. 22-2024) with Independence Place, Inc., executed on May 16, 2024, to implement an Intensive Housing-Focused Case Management program to expand the availability of intensive case management supports to individuals experiencing literal homelessness, with a focus on those with high acuity and complex needs, at a cost not to exceed $98,065.00 (the "Agreement") (Agreement attached hereto as Exhibit 1); and

WHEREAS, Independence Place, Inc. entered into Articles of Merger with Center for Accessible Living, Inc., effective on January 1, 2025, in which Independence Place, Inc. was the merging company and Center for Accessible Living, Inc. was the surviving company; and

WHEREAS, LFUCG desires to amend the Agreement to explicitly make Center for Accessible Living, Inc. responsible and liable for the obligations of the Agreement by virtue of the merger; and

WHEREAS, the Parties desire to amend the Agreement, to change the Organization liable as a party under the Agreement from Independence Place, Inc. to Center for Accessible Living, Inc.; and

WHEREAS, the Parties also desire to amend the Notice section of the Agreement to provide for notice to Center for Accessible Living, Inc.; and

WHEREAS, the Parties hereby agree to amend the above-referenced party and notice section in accordance with the terms and conditions of this Amendment.

STATEMENT OF AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the Parties agree to modify the Agreement as follows:

1. Incorporation of Recitals. The above recitals and referenced exhibits are incorporated herein as a part of this Amendment.

2. The Parties desire to amend the Agreement executed on May 16, 2024 to cause any and all references to Independence Place, Inc. in the Agreement to be interpreted to extend to the Center for Accessible Living, Inc., by virtue of the merger, effective on January 1, 2025. Therefore, the Parties agree to modify the introductory paragraph of the Agreement, to rename the Organization liable as a party under the Agreement as follows:

   "THIS PURCHASE OF SERVICE AGREEMENT, made and entered into on the 16 day of May 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 **CENTER FOR ACCESSIBLE LIVING, INC.**, a Kentucky corporation, ("Organization") with offices located at 501 E Broadway, Suite 310, Louisville, Kentucky 40202."

3. Section 21. Notice. The Parties agree to modify Section 21 of the Agreement, to change the notice for Organization as follows:

   "For Organization:

   Center for Accessible Living, Inc.
   501 E Broadway
   Suite 310
   Louisville, Kentucky 40202
   Attn: Amanda Mobley "

4. Effect. All other provisions of the Agreement, which are not inconsistent with the provisions of this Amendment shall remain in full force and effect.

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 day, month, and year above written.

SIGNATURE PAGE TO FOLLOW

LEXINGTON-FAYETTE
URBAN COUNTY GOVERNMENT

Linda Gorton

By: Linda Gorton, Mayor

ATTEST:

Mackenzie Stock

Deputy Clerk of the Urban County Council

CENTER FOR ACCESSIBLE LIVING, INC.

By: Amanda Mobley CEO

ATTEST:

Erika R. DeSha [sign name]

WITNESS: Erika R. DeSha [print name]

DATE: 2/24/25

LIST OF EXHIBITS TO BE ATTACHED TO THIS AMENDMENT

EXHIBIT "1"

Copy of Purchase of Service Agreement

(authorized pursuant to R-279-2024)

4919-2643-4825, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0115-25

File ID:	0115-25	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	041-2025	**In Control:**	Urban County Council
				File Created:	01/23/2025
File Name:	Lynn Imaging Scanner/Plotter 3 year contract			**Final Action:**	02/20/2025

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a multi-year pay for Output Agreement with Lynn Imaging to lease scanner-plotters and related supplies for the Div. of Water Quality, at a cost not to exceed $7,320 in the first year, with increases of up to ten percent (10%) annually thereafter. [Div. of Water Quality, Martin]

Notes: SAF in the CCO. Returned to Annie 3/4/2025. MS

Sponsors:		**Enactment Date:**	02/20/2025
Attachments:	Blue Sheet Memo, Lynn Imaging Lease, RESO 115-25- Scanners for WQ from Lynn Imaging 4927-1665-2823 v.1.docx, R-057-2025, Contract #041-2025	**Enactment Number:**	R-057-2025
Deed #:		**Hearing Date:**	
Drafter:	Christina King/Annie L'Esperance	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	02/04/2025	Approved and Referred to Docket	Urban County Council	02/06/2025		Pass
1	Urban County Council	02/06/2025	Received First Reading	Urban County Council	02/20/2025		
1	Urban County Council	02/20/2025	Approved				Pass

Text of Legislative File 0115-25

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a multi-year pay for Output Agreement with Lynn Imaging to lease scanner-plotters and related supplies for the Div. of Water Quality, at a cost not to exceed $7,320 in the first year, with increases of up to ten percent (10%) annually thereafter. [Div. of Water Quality, Martin]

Summary

Authorization to approve a 36-month lease for 2 wide-format scanner-plotters from Lynn Imaging to replace current end of life scanner-plotters for the Division of Water Quality. This equipment is used to digitize plans, maps, and other documents as part of the asset management plan required by the Consent Decree. The annual cost will be $7320.00 with a 10% increase each year. Funds are Budgeted. (L0115-25) (Martin/Albright)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: Yes 01/23/25 Evan Thompson

Risk Management: No

Fully Budgeted [select]: Yes

Account Number: 4002-303401-3401-71303

This Fiscal Year Impact: $7320.00

Annual Impact: $7320.00

Project:

Activity:

Budget Reference:

Current Balance: $13,764.06

MAYOR LINDA GORTON

LEXINGTON

CHARLES H. MARTIN, P.E.
DIRECTOR
WATER QUALITY

TO: Mayor Linda Gorton
Urban County Council

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

Date: January 23, 2025

Subject: Lease of 2 wide-format Scanner-Plotters from Lynn Imaging to replace current end of life leased scanner-plotters for the Division of Water Quality

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Request

The purpose of this memorandum is to request a resolution authorizing the Mayor, on behalf of the Urban County Government, to approve the enclosed agreement submitted by Lynn Imaging for the lease of two wide-format multifunction devices, including a scanner, plotter, printer/copier, for the Division of Water Quality. The 2 new leased HP DesignJet XL 3600s will replace the current Canon plotter scanners, one at the Tate building and one at the Town Branch Treatment plant.

Purpose of Request

The lease is the replacement of equipment at the end of its life. We have determined that the lease of this equipment is the most cost-efficient way of digitizing plans, maps, and other documents as part of the asset management plan required by the Consent Decree. The need to digitize plans, maps, and other documents is ongoing.

Project Cost in FY25 budget year and future budget years

The Lease is for three years at an annual cost of $7,320.00. There is the possibility of up to 10% increases per year. The lease will include the equipment, service, ink and 24lb inkjet paper. The funds are budgeted in 4002-303401-3401-71303.

Director/Commissioner
Martin/Albright

lynn imaging

Pay for Output ("PFO") Agreement

Customer no. 1004706 **Equipment Description TWO (2) HP Designjet XL 3600's**

Contract no. 12448 and 12576

This PFO Agreement is entered into on January 24, 2025 between Lynn Imaging ("Lynn"), 328 Old Vine St. Lexington, Kentucky 40507 and LFUCG Division of Water Quality ("Customer"), 125 Lisle Industrial Ave STE 180, Lexington, KY 40511. The Terms and Conditions attached are an integral part of this agreement.

1. The Effective Date of this agreement will be the date of installation of equipment by Lynn. The equipment covered by this agreement is identified by the description in this agreement.

2. The Initial Term of this agreement will be a period of THIRTY SIX (36) months from the Effective Date. After the Initial Term, this agreement automatically renews on a month-to-month basis until cancelled by either party with thirty (30) days written notice.

3. The equipment, supplies and services covered by this agreement will remain the property of Lynn at all times. The equipment, software, supplies, and services covered in this agreement are:

   Equipment
   Service
   Ink
   Other supplies are considered consumables.
   Premium 20 lb. bond paper of your choice for the printed square feet (SF)

4. Lynn will charge $310.00 per machine (the "Base Charge") per month with a 300 square foot ("SF") printing allowance per machine for buckets 1 and 2 as defined below. Square foot totals shown on the meters in excess of 300 SF per month will be charged at the rates listed below for buckets 1 and 2. Higher priced buckets will be charged up to their SF totals before other buckets are included in the allowance. The total SF for other buckets as shown on the monthly meters will be charged at the rates listed below without an allowance.

   Buckets:

   1. Mono lines $0.16/sqft
   2. Color lines $0.19/sqft
   3. Low density lines $0.225/sqft
   4. High density lines $0.39/sqft
   5. Premium color prints $0.79/sqft

5. Customer may order a supply of vellum, film, or special media that will be billed separately. Customer can receive quantity discounts on all "other" media used for "PFO" program equipment.

6. The Customer may upgrade equipment as needed. The monthly base charge, monthly SF allowance and SF bucket charges will be recomputed for the replacement upgrade equipment, and a removal and installation fee may be charged.

lynn imaging

Pay for Output ("PFO") Agreement

This Agreement, which includes the Terms and Conditions, is the entire agreement between the parties and may not be modified except in writing and signed by both parties.

Accepted by:

LFUCG Div. of Water Quality

Signature_____

Title_____

Print Name_____

Date_____

Accepted by:

Lynn Imaging

Signature_____

Title Account Executive

Print Name Brendan Westerfield

Date 1-24-25

lynn imaging

Pay for Output ("PFO") Agreement

Terms and Conditions

1. Customer understands that the machine will prematurely warn that ink is low. The warnings begin at ink levels that will continue to produce quality prints. Please check your ink levels and do not replace ink until the ink level reaches 2% or lower. You can check the status of the ink levels by following the machine instructions. To keep your printing cost low, this contract assumes you agree to not replace inks early. Replacing ink tanks prior to them reaching 2% or lower may result in additional charges.[1]

2. Each month on the day that corresponds to the Effective Date, Customer will provide Lynn a meter reading. Lynn will charge for the printed SF run since the previous meter reading. Lynn will install, with Customer approval, meter reading software to report meter readings automatically. The software will reduce the time Customer employees spend obtaining meter reads and reporting them. Lynn will send an invoice and an overage statement electronically each month. The attached Information Sheet provides Lynn with required contact information for this purpose.

3. When the automatic meter reading software is not available or not functioning for the machine, it is the responsibility of the customer to call Lynn with the current reading. If a reading is not provided within five (5) days following the monthly anniversary of the Effective Date, then Lynn will bill the usage based on the previous month's reading.

4. Supplies, including paper, provided under the terms of this agreement are for use only in the equipment specified in and covered by this agreement. Quantities considered by Lynn to be in excess of normal usage are to be returned to Lynn at Lynn's request during the agreement's term. Quantities existing at the termination of this agreement are to be returned to Lynn. Paper and ink/toner will be ordered using the Lynn online ordering system. The attached Information Sheet provides required contact information for this purpose.

5. Customer agrees to contact Lynn promptly if there is a need for repair or service to the equipment. Service under this agreement will be provided during Lynn's normal business hours, 8:00AM to 5:00PM Eastern Time weekdays. Customer agrees to allow Lynn personnel ready access to this equipment for the purpose of inspection, service, diagnostic reading of printing activity, or removal. Lynn must approve all media and inks used in this equipment. Customer is liable for damages due to unapproved media or inks. Customer agrees not to attempt any repairs on the equipment other than through Lynn's trained technicians. Customer also agrees not to attach any accessory or modify the equipment in any way without receiving Lynn's prior written approval. For the protection of the printheads, machines must remain plugged in to the power source at all times. Customer agrees not to move equipment from the original installation location without notifying Lynn and paying Lynn for the preparation and re-installation of the equipment. Customer is responsible for damage caused by any unauthorized move. Lynn reserves the right to cancel the plan if customer uses media or chemistry that, in Lynn's opinion, is harmful to the equipment, or in Lynn's opinion, the equipment is being abused in any way. Lynn reserves the right to terminate this agreement at any time.

6. Customer agrees to be liable for any damage to the equipment, other than normal wear and tear, caused by the customer.

[1] Per manufacturer settings, machines will warn you that your ink is running low with as high as 24% remaining. You still have plenty [perhaps months] of ink remaining at this level.

7. If this is a Pay for Output (PFO) agreement, customer agrees to provide Lynn with a Certificate of Insurance (COI) upon install and annually thereafter. Lynn understands that Customer is self-insured and consents thereto.

8. This agreement is subject to an annual price increase of up to ten percent (10%) to compensate Lynn for increases in costs. Lynn 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.

9. If volume decreases ten percent (10%) or more below volumes estimated in preparation of the terms of this agreement, your base charge or price per square foot or click may increase.

10. Customer agrees that Lynn has the right to withhold the shipment of supplies or the servicing of the equipment at any time the customer's account is over forty-five (45) days past due. At the option of Lynn, if any payment under the Agreement is not paid when due or Customer otherwise defaults under the Agreement, the entire amount outstanding will at once become due and payable. This amount outstanding will be calculated by determining the number of months remaining on the Initial Term, as of the date of default, multiplied by Customer's Base Charge, plus any invoiced amounts past due. Full performance under this agreement requires complete and timely payment until the natural expiration of the Initial Term. Timeliness of payment is of the essence. Lynn may exercise its option to accelerate during any default by Customer regardless of any prior forbearance.

11. Any of the following events will constitute a default by customer: the failure of the Customer to pay any obligations as and when due, the failure of the customer to comply with the terms of this agreement, a good faith determination by Lynn that the prospect for payment is impaired for any reason, or the insolvency or bankruptcy of Customer. Upon default by Customer, Lynn shall have no obligation to mitigate Customer's damages by renting the equipment to another customer.

12. To the extent permitted by law, and without waiving the defense of sovereign immunity as to claims brought by third parties, should the services of any attorney or collection agency become necessary in connection with enforcing the provisions of this Agreement, Customer agrees to pay half of the following: reasonable attorney's fees and costs and expenses incident to the collection of amounts due. Notwithstanding the foregoing, Lynn agrees to attempt to resolve all disputes or claims by good faith negotiation for a period of at least thirty (30) calendar days prior to utilizing any services or expending any costs requiring cost-sharing under this agreement.

13. If this is a PFO Agreement, the parties intend for this to be a lease rental and not a sale. However, if this Agreement is considered a sale, rather than a lease, Customer grants and pledges to Lynn a continuing security interest in the equipment to secure prompt repayment of any and all obligations and to secure prompt performance by Customer of each of its covenants and duties under this Agreement. Such security interest constitutes a valid, first priority security interest in the equipment. Notwithstanding any termination, Lynn's lien on the equipment shall remain in effect so long as any obligations are outstanding.

14. No Warranties: LYNN EXPRESSLY DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES AS TO THE EQUIPMENT INCLUDING ANY WARRANTY OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

LYNN SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES RELATING TO THE POSSESSION, USE, OPERATION, OR CONTROL OF THE EQUIPMENT, OR ANY LOSS, DAMAGE OR INJURY RESULTING THEREFROM.

15. This Agreement will be governed and construed by the laws of the Commonwealth of Kentucky and the federal laws of the United States of America, without regard to conflict of law principles. The Parties agree that any suit, action or proceeding arising out of, or with respect to, this Agreement will be brought exclusively in the state or federal courts located in Fayette County, Kentucky.

RESOLUTION NO. _____ – 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A MULTI-YEAR PAY FOR OUTPUT AGREEMENT WITH LYNN IMAGING TO LEASE SCANNER-PLOTTERS AND RELATED SUPPLIES FOR THE DIVISION OF WATER QUALITY, AT A COST NOT TO EXCEED $7,320.00 IN THE FIRST YEAR, WITH INCREASES OF UP TO TEN PERCENT (10%) ANNUALLY THEREAFTER.

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 multi-year Pay for Output Agreement, which is attached hereto and incorporated herein by reference, with Lynn Imaging, to lease scanner-plotters and related supplies for the Division of Water Quality.

Section 2 – That an amount, not to exceed the sum of $7,320.00 in the first year, be and hereby is approved for payment to Lynn Imaging, from account # 4002-303401-3401-71303, pursuant to the terms of the Pay for Output Agreement, with increases of up to ten percent (10%) annually thereafter, subject to the appropriation of sufficient funds in future fiscal years.

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

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF THE URBAN COUNTY COUNCIL
0115-25:EPT_4927-1665-2823, v. 1

RESOLUTION NO. 057 – 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A MULTI-YEAR PAY FOR OUTPUT AGREEMENT WITH LYNN IMAGING TO LEASE SCANNER-PLOTTERS AND RELATED SUPPLIES FOR THE DIVISION OF WATER QUALITY, AT A COST NOT TO EXCEED $7,320.00 IN THE FIRST YEAR, WITH INCREASES OF UP TO TEN PERCENT (10%) ANNUALLY THEREAFTER.

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 multi-year Pay for Output Agreement, which is attached hereto and incorporated herein by reference, with Lynn Imaging, to lease scanner-plotters and related supplies for the Division of Water Quality.

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

PASSED URBAN COUNTY COUNCIL: February 20, 2025

Linda Gorton
MAYOR

ATTEST:
CLERK OF THE URBAN COUNTY COUNCIL
0115-25:EPT_4927-1665-2823, v. 1

lynn imaging

Pay for Output ("PFO") Agreement

Customer no. 1004706 **Equipment Description** TWO (2) HP Designjet XL 3600's

Contract no. 12448 and 12576

This PFO Agreement is entered into on January 24, 2025 between Lynn Imaging ("Lynn"), 328 Old Vine St. Lexington, Kentucky 40507 and LFUCG Division of Water Quality ("Customer"), 125 Lisle Industrial Ave STE 180, Lexington, KY 40511. The Terms and Conditions attached are an integral part of this agreement.

1. The Effective Date of this agreement will be the date of installation of equipment by Lynn. The equipment covered by this agreement is identified by the description in this agreement.

2. The Initial Term of this agreement will be a period of THIRTY SIX (36) months from the Effective Date. After the Initial Term, this agreement automatically renews on a month-to-month basis until cancelled by either party with thirty (30) days written notice.

3. The equipment, supplies and services covered by this agreement will remain the property of Lynn at all times. The equipment, software, supplies, and services covered in this agreement are:

   Equipment
   Service
   Ink
   Other supplies are considered consumables.
   Premium 20 lb. bond paper of your choice for the printed square feet (SF)

4. Lynn will charge $310.00 per machine (the "Base Charge") per month with a 300 square foot ("SF") printing allowance per machine for buckets 1 and 2 as defined below. Square foot totals shown on the meters in excess of 300 SF per month will be charged at the rates listed below for buckets 1 and 2. Higher priced buckets will be charged up to their SF totals before other buckets are included in the allowance. The total SF for other buckets as shown on the monthly meters will be charged at the rates listed below without an allowance.

   Buckets:

1.	Mono lines	$0.16/sqft
2.	Color lines	$0.19/sqft
3.	Low density lines	$0.225/sqft
4.	High density lines	$0.39/sqft
5.	Premium color prints	$0.79/sqft

5. Customer may order a supply of vellum, film, or special media that will be billed separately. Customer can receive quantity discounts on all "other" media used for "PFO" program equipment.

6. The Customer may upgrade equipment as needed. The monthly base charge, monthly SF allowance and SF bucket charges will be recomputed for the replacement upgrade equipment, and a removal and installation fee may be charged.

lynn imaging

Pay for Output ("PFO") Agreement

This Agreement, which includes the Terms and Conditions, is the entire agreement between the parties and may not be modified except in writing and signed by both parties.

Accepted by:

LFUCG Div. of Water Quality

Signature Linda Gorton

Title Mayor

Print Name Linda Gorton

Date 3/4/2025

Accepted by:

Lynn Imaging

Signature

Title Account Executive

Print Name Brendan Westerfield

Date 1-24-25

lynn imaging

Pay for Output ("PFO") Agreement

Terms and Conditions

1. Customer understands that the machine will prematurely warn that ink is low. The warnings begin at ink levels that will continue to produce quality prints. Please check your ink levels and do not replace ink until the ink level reaches 2% or lower. You can check the status of the ink levels by following the machine instructions. To keep your printing cost low, this contract assumes you agree to not replace inks early. Replacing ink tanks prior to them reaching 2% or lower may result in additional charges.[1]

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lynn imaging

Pay for Output ("PFO") Agreement

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9. If volume decreases ten percent (10%) or more below volumes estimated in preparation of the terms of this agreement, your base charge or price per square foot or click may increase.

10. Customer agrees that Lynn has the right to withhold the shipment of supplies or the servicing of the equipment at any time the customer's account is over forty-five (45) days past due. At the option of Lynn, if any payment under the Agreement is not paid when due or Customer otherwise defaults under the Agreement, the entire amount outstanding will at once become due and payable. This amount outstanding will be calculated by determining the number of months remaining on the Initial Term, as of the date of default, multiplied by Customer's Base Charge, plus any invoiced amounts past due. Full performance under this agreement requires complete and timely payment until the natural expiration of the Initial Term. Timeliness of payment is of the essence. Lynn may exercise its option to accelerate during any default by Customer regardless of any prior forbearance.

11. Any of the following events will constitute a default by customer: the failure of the Customer to pay any obligations as and when due, the failure of the customer to comply with the terms of this agreement, a good faith determination by Lynn that the prospect for payment is impaired for any reason, or the insolvency or bankruptcy of Customer. Upon default by Customer, Lynn shall have no obligation to mitigate Customer's damages by renting the equipment to another customer.

12. To the extent permitted by law, and without waiving the defense of sovereign immunity as to claims brought by third parties, should the services of any attorney or collection agency become necessary in connection with enforcing the provisions of this Agreement, Customer agrees to pay half of the following: reasonable attorney's fees and costs and expenses incident to the collection of amounts due. Notwithstanding the foregoing, Lynn agrees to attempt to resolve all disputes or claims by good faith negotiation for a period of at least thirty (30) calendar days prior to utilizing any services or expending any costs requiring cost-sharing under this agreement.

13. If this is a PFO Agreement, the parties intend for this to be a lease rental and not a sale. However, if this Agreement is considered a sale, rather than a lease, Customer grants and pledges to Lynn a continuing security interest in the equipment to secure prompt repayment of any and all obligations and to secure prompt performance by Customer of each of its covenants and duties under this Agreement. Such security interest constitutes a valid, first priority security interest in the equipment. Notwithstanding any termination, Lynn's lien on the equipment shall remain in effect so long as any obligations are outstanding.

14. No Warranties: LYNN EXPRESSLY DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES AS TO THE EQUIPMENT INCLUDING ANY WARRANTY OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

Pay for Output ("PFO") Agreement

LYNN SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES RELATING TO THE POSSESSION, USE, OPERATION, OR CONTROL OF THE EQUIPMENT, OR ANY LOSS, DAMAGE OR INJURY RESULTING THEREFROM.

15. This Agreement will be governed and construed by the laws of the Commonwealth of Kentucky and the federal laws of the United States of America, without regard to conflict of law principles. The Parties agree that any suit, action or proceeding arising out of, or with respect to, this Agreement will be brought exclusively in the state or federal courts located in Fayette County, Kentucky.

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0117-25

File ID: 0117-25 **Type:** Resolution **Status:** Approved

Version: 1 **Contract #:** **In Control:** Urban County Council

File Created: 01/24/2025

File Name: Amend Resolution #22-2025 Lex Grow Trees Grant Recipient Name Correction **Final Action:** 02/06/2025

Title: A Resolution authorizing an Amendment to Resolution No. 22-2025, which authorized Grant Award Agreements for the Lex Grow Trees Grant Program, to correct the name of a Grant recipient from "Andover Forest Homeowners Association" to "Andover Neighborhood Association," all other terms in Resolution No. 22-2025 remain the same. [Div. of Environmental Services, Carey]

Notes:

Sponsors: **Enactment Date:** 02/06/2025

Attachments: Bluesheet Memo to Amend Reso 22-2025 re Lex Grow Trees Round 2.pdf, Grant Agreement (Lex Grow Trees) ANA w exhibits signed.pdf, RESO 0117-25 Amendment to Andover Neighborhood Association 4912-4743-5539 v.1.docx, R-041-2025 **Enactment Number:** R-041-2025

Deed #: **Hearing Date:**

Drafter: Mackenzie Holt c/o Jennifer Carey **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	02/04/2025	Approved and Referred to Docket	Urban County Council	02/06/2025		Pass
1	Urban County Council	02/06/2025	Received First Reading	Urban County Council	02/06/2025		
1	Urban County Council	02/06/2025	Suspended Rules for Second Reading				Pass
1	Urban County Council	02/06/2025	Approved				Pass

Text of Legislative File 0117-25

Title

A Resolution authorizing an Amendment to Resolution No. 22-2025, which authorized Grant Award Agreements for the Lex Grow Trees Grant Program, to correct the name of a Grant

recipient from “Andover Forest Homeowners Association” to “Andover Neighborhood Association,” all other terms in Resolution No. 22-2025 remain the same. [Div. of Environmental Services, Carey]

Summary

Authorization to amend Resolution #22-2025, relating to the Lex Grow Trees Grant Program, to correct the name of a Grant recipient. The Grant recipient identified as “Andover Forest Homeowners Association” should be corrected to “Andover Neighborhood Association.” No additional cost associated with amendment. (L0117-25)(Carey/Albright)

Budgetary Implications [select]: No

Advance Document Review:

Law: {Yes, Completed by Michael Cravens, 1/24/25}

Risk Management: {No}

Fully Budgeted [select]: Yes

Account Number: 1105-313201-3703-78112

This Fiscal Year Impact: $100,000.00

Annual Impact:

Project: TREECANOPY_2022

Activity: LAND_IMPRO

Budget Reference: 2022

Current Balance: $ 477,423.13

MAYOR LINDA GORTON

LEXINGTON

JENNIFER M. CAREY, P.E.
DIRECTOR
ENVIRONMENTAL SERVICES

TO: Mayor Linda Gorton
Urban County Council

FROM: Jennifer M. Carey
Jennifer M. Carey, P.E., Director
Division of Environmental Services

DATE: January 24, 2025

SUBJECT: Amend Resolution #22-2025 Relating to the Lex Grow Trees Grant Program to Correct the Name of a Grant Recipient

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Request
The purpose of this memorandum is to request Council authorization to amend Resolution No. 22-2025, which authorized grant award agreements for the Lex Grow Trees Grant Program, to reflect the correct name of a grant recipient. Specifically, the name in the resolution should be changed from "Andover Forest Homeowners Association" to "Andover Neighborhood Association."

Why are you requesting?
The request is necessary to correct the entity name in the resolution to accurately reflect the proper organization.

What is the cost in this budget year and future budget years? No additional cost associated with this amendment to the resolution.

Are funds budgeted? N/A

File Number: 0117-25

Director / Commissioner: Carey / Albright

GRANT AGREEMENT

THIS AGREEMENT, made and entered into on the _____ day of _____, 2025 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"), and **Andover Neighborhood Association, Inc.** (Hereinafter "Organization"), with the mailing address of 141 Prosperous Place, Suite 21B, Lexington, Kentucky 40509.

W I T N E S S E T H:

WHEREAS, the Urban County Council created the Lex Grow Trees Grant Program to provide local funding to certain eligible property owners and organizations as reimbursement for eligible activities, such as tree planting, tree maintenance, tree education, and the development of tree advocates and stewards.

WHEREAS, the Government finds that such a grant program would provide a benefit to the public through improvements to air and water quality, energy savings, and habitat and conservation in the urban county; and

WHEREAS, Organization has applied for a grant from the Lex Grow Trees Grant Program, and the Tree Canopy Ad Hoc Committee has approved the application.

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

1. **Amount of Grant.** Government hereby grants Organization the sum not to exceed $100,000.00 as reimbursement or prepayment (as provided in Section 2) for the activities described in the Organization's application, which is attached hereto and incorporated herein by reference as Exhibit A, and which is further clarified and authorized in the Application Review, Scoring, and Determination Form, which is attached hereto and incorporated by reference as Exhibit B.

2. **Payments.** Government shall pay the Organization for expenditures the Organization actually incurred, or for expenditures made within thirty days after payment by Government, up to the total amount provided above, only after receipt of an invoice. 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 Government. Any invoice must include evidence satisfactory to Government to document entitlement to payment, as well as a progress report. If Organization receives funds under this Agreement for expenditures made after receipt of the grant funds, Organization shall also provide evidence satisfactory to Government that the expenditure was made. Failure to provide any evidence required by this section shall require the Organization to repay grant funds.

3. **Compliance with Program Regulations.** As a condition for receipt of funds provided by this grant, Organization agrees that it has complied with and will continue to comply with all requirements provided in the Lex Grow Trees Grant Program Guidelines, attached hereto and incorporated herein by reference as Exhibit C, in any grant approval letter provided by the Division of Environmental Services, and in the Application Review, Scoring, and Determination Form (Exhibit B). Failure to comply with these requirements may result in denial of funds or repayment.

4. **Final Report Required.** A final report must be submitted within 30 days of completion of the project. This report shall include:

   a. A description of the project and the benefits derived from its implementation;
   b. Locations of trees planted, including species;
   c. Locations of trees pruned or maintained, including species;
   d. Information about events hosted, including topic, location, numbers of attendees, and photographs taken during the events;
   e. A maintenance plan, if appropriate, or documentation of having maintenance discussions with individual property owners;
   f. A summary table comparing the project budget to actual expenditures, along with supporting documentation; and
   g. Sample outreach and/or educational materials used.

5. **Conflict.** To the extent that there is any conflict between or among this Agreement and any of its Exhibits, the terms and provisions of this Agreement shall prevail, followed by terms and provisions of Exhibit "C", then "B", then "A" in that order.

6. **Amendments.** By mutual agreement, the parties to this Agreement may, from time to time, make written changes to any provision hereof. Organization acknowledges that Government may make such changes only upon approval of its legislative authority, the Lexington-Fayette Urban County Council, and the signature of its Mayor.

7. **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

Andover Neighborhood Assoc
Organization Name (Printed)

BY: _____
Signature

PRESIDENT

Title

WITNESS SIGNATURE

JARED GIBSON

WITNESS PRINTED NAME

12/31/2024

DATE

4881-3166-5349, v. 1

EXHIBIT A

ORGANIZATION'S APPLICATION

Form Name:	Lex Grow Trees Grant Application
Submission Time:	November 25, 2024 3:20 pm
Browser:	Chrome 131.0.0.0 / Windows
IP Address:	217.180.201.121
Unique ID:	1290944778

Lex Grow Trees Grant Application

Organization information

Name of organization	Andover Neighborhood Association, Inc.
Street address and zip code	141 Prosperous Place, Suite 21 40509
Email	jared@allpointsky.com
Phone	(859) 263-7681

Contact information

Contact person name	Jacqueline Long
Contact person title	ANA President
Contact person phone number	(859) 227-7755
Contact person email address	jacquelineslong1@gmail.com

Project information

Upload a PDF packet with the project narrative, scope of work and community objectives, or entirety of application (including budget, photos, map and letters of support).	https://drive.google.com/uc?id=1IYC8Gr-WvxKZ3lMuZPVms0mKsvuRXEbu&export=download&display=/1290944778AndoverNeighborhoodAssociationInc._156059812_ana_lexgrow_trees_application_narratives__final.pdf
Project start date	Feb 06, 2025
List milestone dates	2/23/2025;6/2025; 10/1/2025; 3/2026;
Expected completion date	May 01, 2026
Upload a document with the project budget and explanation, if not uploaded previously.	https://drive.google.com/uc?id=1zrE5397d-3Z8bfbmbrSPxTUWkdObSiY3&export=download&display=/1290944778AndoverNeighborhoodAssociationInc._156060575_lex_grow_trees_budget.pdf
Are you willing to accept partial funding?	Yes

List the address/addresses and Council District where the project is located. Find the Council District at lexingtonky.gov.	3700 Todds Rd, Lexington, KY 40509 Council District 7

Supplemental material

Combine and upload a minimum of three color photographs of the project area, if not uploaded previously.	https://drive.google.com/uc?id=1Ynh7gM6V2EmpqFKfgB8u7u89ewMInEBt&export=download&display=/1290944778AndoverNeighborhoodAssociationInc._156060675_andover_site_pictures.pdf
Upload a map of the proposed project location, if not uploaded previously (this can be a screenshot of a map but the project site must be identified).	https://drive.google.com/uc?id=1aCEnJ9awPFpPE2ZvGqmcr6x5hYJUTxCy&export=download&display=/1290944778AndoverNeighborhoodAssociationInc._156060679_ana_maps_lexgrowtrees.pdf
Combine and upload any other supporting documents or letters of support, if not uploaded previously.	https://drive.google.com/uc?id=1tKSAP7MC5TMwL-PDdRag2xO3l9VePrU-&export=download&display=/1290944778AndoverNeighborhoodAssociationInc._156060885_ana_other_attachments_lexgrowtrees.pdf

Project Narrative

Overview

Andover Neighborhood Association, Inc. (ANA) is comprised of the communities of Andover Hill and The Villages of Andover with 750 homes (~ 2,250 residents) and a 55 acre greenspace (formerly Holes 11-17 of the Andover Golf Course). ANA is in District 7 along Todds Road near Man O War and I-75. ANA requests $100,000 in Lex Grow Trees funding, and proposes to provide 350 trees, educational programming, and maintenance of the trees installed in the neighborhood. The project will be managed by an environmental attorney and a professional grant administrator who are resident volunteers. The project itself is accessible to all residents of Andover Hill, Andover Forest HOA, and the Reserve through shared agreements for access (*increasing the reach to 4,000 area residents*). All community and educational activities proposed will be open to residents of these neighborhoods as well as community groups interested in the activities.

Background: ANA Greenspace Purchase & Restoration

In 2018, ANA residents recognized the environmental value of protecting the land and voted to preserve the 55 acre Greenspace (after the bankruptcy of the Andover Golf Course and Country Club). The purchase was funded by an assessment by lot and an annual fee for maintenance. Since the acquisition, ANA has focused on restoring waterways, ponds in the community, which directly flow into the city reservoir at Jacobson Park. ANA successfully completed two LFUCG Class B Infrastructure grants in 2020 and 2021 for bank stabilization, the creation of riparian buffer zones, installation of pervious concrete and provision of stormwater education. The major activities of these grants centered on correction of bank slopes and replacement of failed gabion baskets and replacement of a failed spillway, both incidents which had the potential of grave negative impact on waterways used both for recreation and drinking water supply for the City of Lexington. The successful completion of these grants not only illustrates the commitment of the ANA to preserve the Greenspace and waterways, but also provides the experience and capacity to conduct the proposed activities including the educational component.

ANA Strategic Focus on Trees

Since the property acquisition, the Andover Hill community met and used a facilitated process to create a strategic plan for the greenspace. The community prioritized removing diseased and dying trees and adding riparian zones with trees and plants to reduce erosion of the streams and ponds embankments. Trees are essential to slowing stormwater and providing erosion control which helps reduce sediment into waterways and ponds.

ANA is in Council District 7, which received an overall grade of D on the Urban Tree Canopy Report Card. The criteria grades include Ds in the Current Canopy and Potential Canopy categories, and Fs in the Stormwater Control and Heat Mitigation Categories. The proposed project will address all of these categories by increasing the canopy with the installation of trees, improving stormwater control by installing trees in already established riparian areas and in FEMA designated flood plain areas, and providing heat mitigation by increasing the tree canopy through the installation of new trees.

ANA has focused on replacing Bradford Pears and Ash trees in the neighborhood street islands and Greenspace. ANA engaged Bill Henkel (Sr Landscape Architect) to design Todds Road Entrance Plan and Greenspace Master Tree Plan for adding native trees to be throughout the greenspace (see attachments). In implementation of the entrance plan, ANA recently removed several White Pine and installed 69 new trees along with several shrubs. Another tree initiative utilized the Neighborhood Action Match Grant Program and ANA Reserves to assist homeowners with removing and replacing dead or dying Ash trees impacted by the Emerald Ash Borer. Since the program started ANA has removed/replaced 82 trees. ANA has begun installation of trees on the Greenspace from the Master Tree Plan, but only a few have been installed due to budget restrictions. ANA aligned with Trees Lexington for the installation of saplings in a riparian pond area on the Greenspace.

ANA Focus on Community Education & Research

ANA has a history of collaboration and creating an environment with its Greenspace to provide a living lab for educational institutions and community groups. In 2019, ANA was selected for University of Kentucky Design Week activities where 80 students provided creative ideas for the

naturalization of the former golf course. Other community educational projects include Boy Scout troop installation of bird houses and installation of owl boxes by neighborhood volunteers.

This year UK Entomology Department began a research study to determine if flowering shrubs planted below scale-infested honey locust trees might provide sustainable method to protect tree health by attracting pollinators that would eat the scale from the tree. The results thus far are positive, and they expect to collect two additional seasons of data (see attached report). There is an interest in additional flowering shrub planting areas to determine if pollinators can provide natural pest control for trees.

Another exciting project involves the University of Kentucky Department of Forestry. Dr Jian Yang is planning to test new drone technology on the Andover Greenspace. Drones would be used to fly over new trees planted to capture & store GIS location and tree species information. Tree data collected could be shared with the city for ESRI tree inventory data and monitoring.

As described in the following sections, ANA will provide a project that provides and installs trees, provides for maintenance of the trees through contracts, volunteers and tree stewardship, and also provides community education.

Scope of Work

ANA proposes a scope of work that will include the installation of 350 trees throughout its Greenspace. In preparation for installation, within 14 days of grant agreement and release of funds, ANA will request cost estimates from no less than 3 vendors to ensure that costs are reasonable. For the purposes of this application and budgeting, ANA has sought out cost estimates from qualified vendors, but a final procurement process will take place to ensure the best pricing, most qualified vendor, and most favorable terms. Additionally, within 14 days of release of funds, ANA will seat a tree committee that will include the Board Appointed Grant Lead, Mary Ellen Hogan. Ms. Hogan is an attorney practicing in the area of environmental law. She also has a Masters Degree in Biology. As part of her graduate thesis work, she participated in numerous field studies of coal mine reclamation and wetland biology including tree identification. She is a certified ISO 140001 auditor, so she understands audit processes and procedures. Additionally, ANA community member, Carri Lucier will be a part of the committee.

Ms. Lucier is a Field Technician with Trees Lexington and will lend her passion and expertise to the project. Ms. Lucier will ensure that trees are installed correctly and will assist with community education on tree stewardship. She has been involved with Trees Lexington since 2019 and completed the Tree Steward course in 2021. Board President, Jacqueline Long, a professional federal grant administrator will also lend her grant expertise to the committee and assist with grant administration. Other members of the committee will include ANA Board Members and Andover Hill community members/volunteers.

Within 30 days of release of funds, the tree committee will work with tree experts including Bill Henkel, a senior landscape architect, to select appropriate sites for installation. The existing tree plan will be considered in the selection process, but species may also be selected for installation in areas for maximum impact on erosion and water quality. The group and community volunteers will collect soil samples for testing by the Fayette County Extension Office to ensure that soil quality and tree species are matched before final tree selection. Weather permitting, soil sampling will begin within 60 days of release of funds. This will ensure optimal chances of tree survival. Once sites and species are selected, the tree vendor will be engaged for purchase and installation of the selected trees.

The Tree Committee will also plan two community tree installation events in conjunction with Trees Lexington. The purchase of trees from Trees Lexington has been provided in the budget, including the cost of auguring the holes. Community volunteers will install the trees in the holes prepared by Trees Lexington. These events will be planned for fall 2025. Additionally, the installation by selected tree vendor will be in fall 2025.

The ANA Board will purchase signage to be installed on the greenspace to recognize the funding by Lex Grow Trees as well as provide educational information regarding the trees and their benefits. The ANA Board will work with both Ms. Hogan and Ms. Lucier to ensure the quality educational impact of the signage. Signage will be placed prior to end of grant activities in March 2026.

At least 2 additional community educational events will be planned. These events will focus on tree stewardship and provide information on tree maintenance and care as well as the importance of the tree installations and the impact on the environment and water quality. The programming

will also encourage community members to install trees on their own properties to further increase the canopy. Program planning will begin within 3 months of release of funds, with the first community education event to be held by June 2025.

Finally, a Tree Maintenance Plan will be developed by the ANA Board with the input of both Ms. Hogan and Ms. Lucier. This plan will provide dates and tasks for the tree vendor to provide mulch, water, pruning, etc. It will also include a plan for involvement of community volunteers with the maintenance of the trees and set out a schedule of community meetings to be held at least quarterly to provide educational materials and programming and engage volunteers in tree care tasks. The tree maintenance plan will be completed within 8 months of the release of funds.

Evaluation of the success of the program will be through data collected during the course of the program. ANA Board Members will collect information on the number of volunteers taking place in each activity through sign in sheets. It will further log the location, date of planting, for each tree, including the species. ANA will also retain information from the soil sampling and will map the different samples taken and log the results. ANA proposes the following measurable outcomes:

- 350 Trees installed on the Andover Hill Greenspace
    - 20 volunteers to be engaged in the planting of trees on the greenspace.
- 2 Educational events held for the community
    - Train 20 people in the principles of tree stewardship
    - Train 40 people in the importance of trees, especially in control of erosion for water quality and also for heat mitigation.
    - Installation of 4 signs that provides tree-related educational information
    - Email blasts and Facebook posts with tree related educational information to 750 ANA member households
- Tree Maintenance Plan created

Additional Outcomes:

- Slowed erosion over time along the banks of the waterways and ponds
- Increased water absorption in the FEMA floodplains located on the Greenspace

- Increased water quality over time in the LFUCG-monitored pond on the Greenspace (former hole 16) which flows directly into Jacobson Park

Program Sustainability

The Tree Maintenance Plan will be a component of program sustainability and guide maintenance activities. The ANA collects annual dues for the association, maintenance fees for the greenspace, and a purchase assessment for new purchasers in the community. Through these funds for hiring landscape/tree professionals, as well as with community volunteers, an engaged board of directors, and professional community management, ANA will sustain and maintain the tree program after completion of grant activities.

Community Objectives

- Increase the tree canopy in Lexington District 7
- Shade or screen areas of 2.6 miles of impervious pavement (cart path/walkways) to reduce heat radiating back into the environment
- Reduce stormwater runoff and erosion by installation of trees near ponds and sloped areas that increase runoff
- Reduce severity of flooding by installing trees in FEMA designated floodplains
- Reduce erosion on banks of waterways and ponds
- Reduce rate of sediment build up in waterways and ponds through reduction in erosion and slowing the speed of water during flooding
- Engage residents in training and volunteer opportunities to create increased tree stewardship and awareness throughout the community through in person trainings and dissemination of educational materials
- Develop and share GIS tree data with LFUCG on new trees planted in community through partnership with the University of Kentucky's drone mapping project.
- Install signage that recognizes the contribution of Lex Grow Trees and provides educational information

Project Schedule

Milestone Date	Activity
January 23, 2025	Council Grant Approval
February 6, 2025	**Project begins**/ Procure Vendor
February 23, 2025	Begin Site Selection
March 23, 2025	Begin Soil Sampling
June 2025	Community Education events begin
July 2025	Maintenance Plan Complete
October 1, 2025	Tree purchase and Installation by Vendor
October 15, 2025	Trees Lexington/Community Tree Install
November 15, 2025	Trees Lexington/Community Tree Install
March 2026	Signage Installed
May 1, 2026	**Project Closeout**

Project Partners and Tree Experts

ANA has either partnered with in the past or will call upon the following to inform the progress of the project:

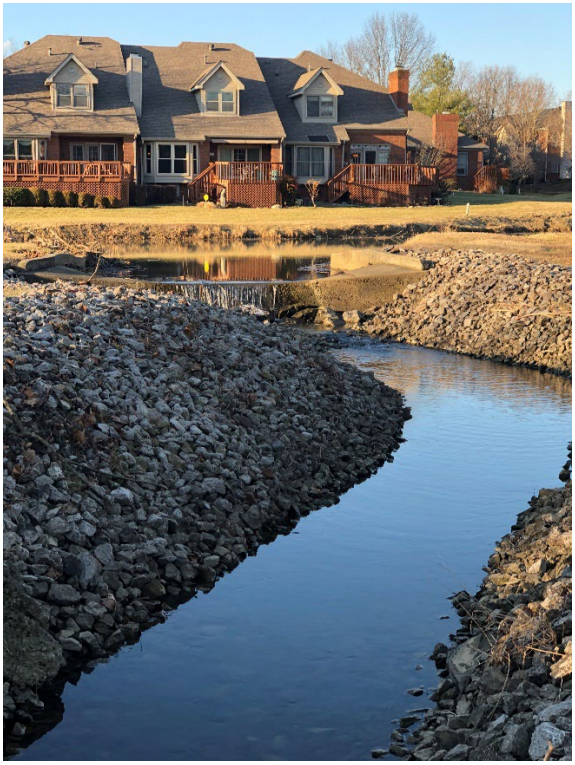
Partner/Advisor	Affiliation
Carri Lucier	ANA resident/member and Field Technician for Trees Lexington
Bill Henkel	Sr. Landscape Architect
Dr. Jian Yang	UK Dept. of Forestry
Preston Worley	District 7 Councilman (will reach out to new council person, when they take office)
David Leonard	Arborist, Trees Lexington
Dr. Caleb Wilson and Zoe York	University of KY Department of Entomology
Carolina Sequra Bell	University of Kentucky-Dept. of Landscape Architecture
Chris Wiedamann	Urban and Community Forestry Program Coordinator/KY Dept. of Forestry
Sarah Ward	FCCD-Fayette County Conservation District
Dr. Travis Shaddox	University of Kentucky – Turf Grass Extension Specialist
Dr. Amanda Gumbert	University of Kentucky – Water Quality Specialist

Andover Neighborhood Association
Lex Grow Trees Budget

Trees/Items	Tree Size	Per Item Cost	Installation Cost	Quantity	Total
Tree Purchase - Vendor TBD	1.75"	$400	included	225	$90,000.00
Tree Purchase - Trees Lexington	3 Gallon	$32	$30	125	$7,750.00
			Subtotal	**350**	**$97,750.00**
Tree Maintenance *- Vendor TBD	***To be provided in-kind by ANA funds**				$7,750.00
Trees Lexington Workshop**	Education on tree care & maintenance	$120		1	$120.00
**$70 of this will be provided in-kind through ANA funds					
Trees Lexington - Tree Planting Day	Delivery/site & species selection	$1,000		1	$1,000.00
Instant Signs/Resolute	Education signage and installation	$300	included	4	$1,200.00
			Subtotal		**$10,070.00**
			TOTAL PROJECT		**$107,820.00**
			less ANA Contribution - In Kind		-$7,820.00
			GRANT TOTAL		**$100,000.00**

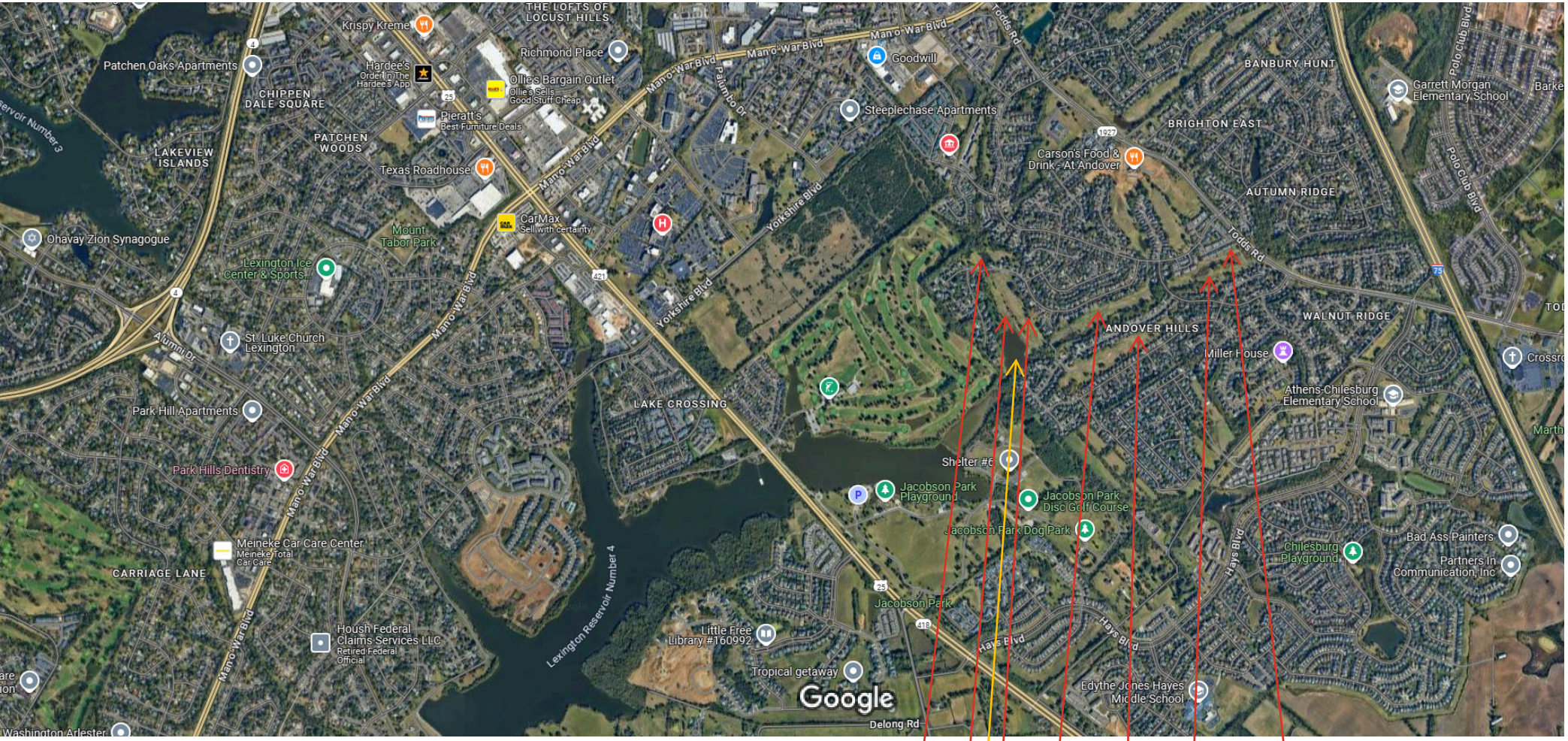
Tree Purchase - ANA will use 2 tree vendors, one to be procured and the other will be Trees Lexington. 225 Trees will be purchased and installed by a vendor, and 125 trees will be purchased from Trees Lexington and installed by community volunteers. Trees Lexington will also auger the holes at the sites and be engaged for assistance site selection and species selection. A vendor for tree maintenance which will include mulch, pruning and watering in times of drought will be selected and the fees for their services will be paid by ANA by its general funds. Funds have also been reserved for assistance by Trees Lexington with a Community Education event. Additionally, funds have been reserved in the budget for 4 signs to be created and installed to provide additional education regarding trees.

Andover Neighborhood Site Pictures



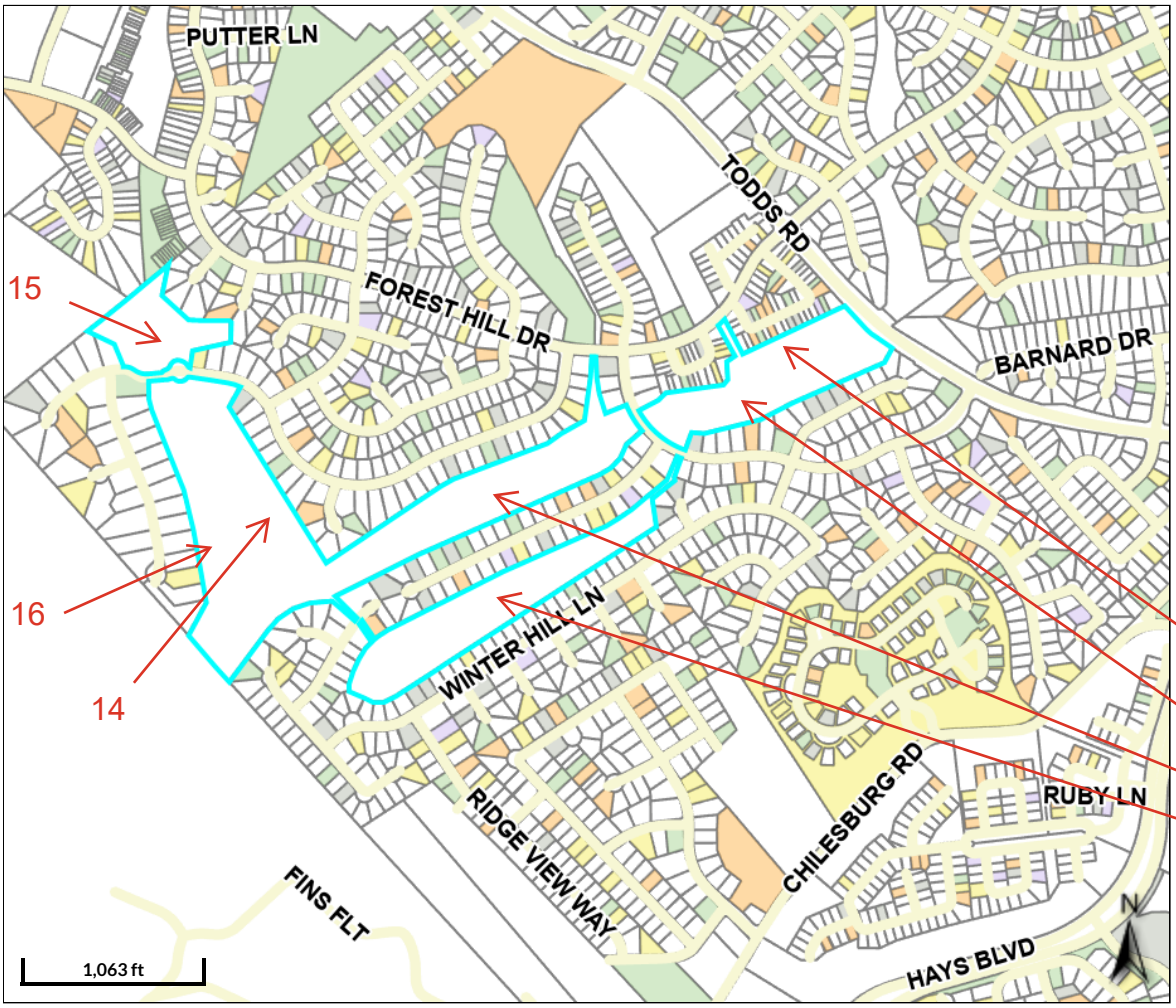
Google Maps

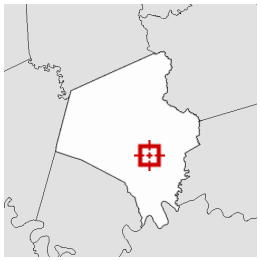
3700 Todds Road Andover Neighborhood Association Property



Numbers indicate hole numbers from former golf course

Pond that is monitored for water quality by LFUCG





Parcel ID	38276830	**Physical Address**	3700 TODDS RD	**Fair Cash Value**	$0	**Last 2 Sales**			
						Date	**Price**	**Reason**	**Qual**
Class Code	R	**Owner**	ANDOVER NEIGHBORHOOD ASSOCIATION INC	**Agricultural Land Value**	$0	8/3/2018	$700000	1ST SALE AFTER	U
Taxing District	03		C/O ALL POINTS COMMUNITY MNGMT LLC	**Agricultural Total Value**	$0			FORECLOSURE	
Acres	59.82		141 PROSPEROUS PL STE 21B LEXINGTON KY 40509	**Taxable Value**	$0	5/24/2017	0	NEW ACCOUNT	U

Date created: 4/21/2024
Last Data Uploaded: 4/20/2024 6:41:08 PM

Developed by Schneider GEOSPATIAL

EXHIBIT B

APPLICATION REVIEW, SCORING, AND DETERMINATION FORM

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
TREE CANOPY AD HOC COMMITTEE
LEX GROW TREES GRANT PROGRAM
APPLICATION REVIEW, SCORING, AND DETERMINATION

Applicant Name: Andover Neighborhood Association, Inc.

Requested Grant Amount: $100,000.00

Project Elements:

1. Planting 350 Trees
2. Two Educational Events, including one training session on Tree Stewardship
3. Creation of a Tree Maintenance Plan

RECOMMENDATION OF THE SCORING COMMITTEE

- Applicant and proposed project meet program eligibility requirements. Project Score: **95**.
- Approve the Grant Application for the **Full** amount of **$100,000.00**.
- Approve the Grant Application with the following stipulations:
  1. Applicant shall retain trees through maturity. Should the property be developed in the future, applicant shall provide commensurate canopy coverage within the HOA to compensate for all tree canopy lost during and through the development process.

TREE CANOPY AD HOC COMMITTEE DETERMINATION

After considering the recommendation of the Scoring Committee, the application and supporting information, and having heard evidence, the Committee finds:

_____ The application does not meet the eligibility requirements of the grant program as set forth in the Grant Program Guidelines and the grant application is denied.

---- OR ---

__✓__ The application meets the eligibility requirements of the grant program as set forth in the Grant Program Guidelines.

__✓__ The application has been scored and is deemed worthy of funding this granting cycle.

__✓__ The grant application is approved in the amount of: $ 100,000.00

__✓__ The grant is approved with the following stipulations: see item 1 in the recommendation section above

_____The application has been scored. Insufficient funds are available to cover the project for this Fiscal Year.

_____Other: _____

_____

_____ 12-19-2024

Chairperson Date

EXHIBIT C

LEX GROW TREES GRANT PROGRAM GUIDELINES

Lex Grow Trees Grant Program Guidelines
Round 2 – Fall 2024

Objectives

1. Increase the scale and health of our tree canopy.
2. Increase community buy-in and resident engagement in assuring the creation and maintenance of our tree canopy.
3. Guide a cultural shift in the understanding of the benefits of trees for individuals, our economy, our community's social structure, and our collective community's health.
4. Address the equity challenges of access to the benefits of a healthy tree canopy.

Background

As a result of several opportunities and issues facing the residents of Lexington over the past several years, there has been an unprecedented level of concern for our City's tree canopy. Upon hearing these concerns and during discussions on how the City would allocate its share of Federal ARPA funds, the Urban County Council and the administration desired to allocate funds to growing Lexington's tree canopy. In February 2022, the Council authorized $1.5 Million from budget stabilization funds for improving Lexington's tree canopy. The funds were placed with the Division of Environmental Services to oversee their expenditure. The Tree Canopy Ad Hoc Committee was formed to provide input to the division as to how the funds should be allocated. The committee created the Lex Grow Trees campaign which is dedicated to addressing tree canopy inequalities in Lexington. Four areas of focus that Lex Grow Trees determined are:

1. Mobilization of community and neighborhood tree advocates and stewards
2. Tree planting
3. Tree maintenance
4. Tree education

In the FY22 budget, $75,000 was allocated to update Lexington's Urban Tree Canopy Study, which had been completed in 2012. The change analysis, completed in the fall of 2022, looked at the most recent data from 2020 as compared to the 2012 data. It provides information on the tree canopy by council district, watershed, census tract, and types of property ownership. The assessment also includes planting plans to achieve various canopy goals. We encourage potential applicants to review this study to help spark potential project ideas.

Based on the Urban Tree Canopy Study, LFUCG-owned properties are, on average, meeting the 30% recommended city-wide canopy goal. The study shows that other publicly-owned properties and most privately-owned properties are in need of increased tree canopy. As such, the Lex Grow Trees Grant Program will provide preference to projects proposed on properties not owned by the City.

Eligible Organizations

1. Federally recognized non-profit organizations 501(c)(3)

2. Incorporated, active neighborhood or homeowners associations
3. For profit organizations

Eligible Activities

1. Tree planting
2. Tree maintenance
3. Tree education
4. Develop and support tree advocates and stewards

Ineligible for Funding

In general, the following items are not eligible for funding; however, potential applicants are encouraged to discuss their proposed project idea with the Division of Environmental Services prior to the application deadline if there are questions about funding eligibility.

1. Planting of trees to fulfill development and/or zoning requirements (e.g., Chapter 17B of the Code of Ordinances, Articles 18 and 26 of the Zoning Ordinance, and Article 6-10 of the Land Subdivision Regulations). Trees proposed for a development site that are in addition to trees that are required by ordinance are potentially eligible for funding if the applicant can demonstrate that they have funds available to complete the required plantings.
2. Tree-related activities, like planting or maintenance, on LFUCG property, or marketing or educational campaigns about trees generally that can be, or is being, performed by LFUCG staff.
3. Indirect costs, including, but not limited to those applied as a percentage of the direct costs of the proposed project budget.

Application Requirements

Applications must include the following information:

1. Organization info
    a. Name of organization
    b. Street address and zip code
    c. Phone number
    d. Email address
2. Contact information
    a. Contact person name
    b. Contact person title
    c. Contact person phone number
    d. Contact person email address
3. Project narrative, scope of work, and community objectives (If applicable, include a list of project partners and tree experts who will be engaged in your project.)
4. Project dates and project schedule
    a. Starting date
    b. Milestone dates
    c. Expected completion date
5. Project budget and explanation
6. List the address/addresses and Council District where the project is located. (Find the Council District here: https://www.lexingtonky.gov/)

7. Supplemental material
    a. A minimum of three (3) color photographs of the project area
    b. A map of the proposed project location (This can be a screenshot of a map but the project site must be identified.)
    c. Any other supporting documents or letters of support
8. Page limit: 10 pages with font size 12

Selection Criteria

Applications for each funding cycle will be evaluated by the Tree Canopy Ad Hoc Committee. Applications and the activities proposed will be evaluated and grant awards will be made based on consideration of the following factors (the scoring rubric is at the end of this document):

1. Location with a focus on equity (See the 2022 Urban Tree Canopy Study.)
2. Number of people reached via engagement or education
3. Ability of the applicant to maintain the project
4. Cost efficiency (budget must be specific, justified, and reasonable)
5. Number of trees (newly planted)
6. Number of trees (maintenance or care of existing)

Additional Grant Program Guidelines and Requirements

1. All applicants must submit a completed application by the deadline.
2. A detailed project plan and budget for all expenses shall be prepared and included in the application. If selected for a grant, a more detailed project plan and budget may be required for the Grant Award.
3. If selected for a grant, the organization must have a taxpayer ID and be willing to provide a W-9 to LFUCG.
4. If selected for a grant, the organization must be willing to sign the Grant Agreement that will be processed for approval by the Urban County Council and the Mayor's signature. A copy of the Grant Agreement is attached.
5. To receive grant funds, grantees will submit Requests for Reimbursement for consideration. Each Request for Reimbursement shall include documentation to support the reimbursement request (*e.g.*, paid invoices, receipts, pay stubs) or quotes for items to be purchased within thirty (30) days of the funds disbursement. The final ten percent (10%) of the grant funds shall not be requested until the project is complete and the final report (see #13 below) is submitted. Upon acceptance of the final report, the final invoice will be processed for payment, and the grant will be closed out.
6. Organizations will have up to 24 months from the time of the execution of the Grant Agreement to complete the projects.
7. Full responsibility for management of the project lies with the organization awarded funds. This includes the following:
    a. Obtaining approvals.
    b. Sign-offs from LFUCG offices regarding species selection, sight distance, encroachment/location issues, planting safety issues, and maintenance specifications.
8. All grant-funded projects must be completed in accordance with applicable local, state, and federal law. All required permits, agreements, permissions, approvals, etc. must be obtained by the grant recipient or their representatives prior to commencing work.

9. Any project that includes movement of soil and/or land disturbance shall call 811 for utility locating services per state regulations.
10. The project cannot include permanent changes within the street right-of-way without the prior express written approval from LFUCG or KYTC, as appropriate. Likewise, the project cannot include permanent changes on properties not owned and/or controlled by the grant recipient without the prior express written approval from the property owner.
11. Any project proposing tree planting shall follow LFUCG's Planting Manual under the advisement of LFUCG's Urban Forester (see: www.lexingtonky.gov/forestry). Grantees are encouraged to contact the Urban Forestry staff with questions about proper planting procedures and correct maintenance techniques.
12. All project materials and any associated marketing must be co-branded using the Lex Grow Trees branding.
13. A final report must be submitted within 30 days of completion of the project. This report shall include:
    a. A description of the project and the benefits derived from its implementation;
    b. Locations of trees planted, including species;
    c. Locations of trees pruned or maintained, including species;
    d. Information about events hosted, including topic, location, numbers of attendees, and photographs taken during the events;
    e. A maintenance plan, if appropriate, or documentation of having maintenance discussions with individual property owners;
    f. A summary table comparing the project budget to actual expenditures, along with supporting documentation;
    g. Sample outreach and/or educational materials used.

RESOLUTION NO. _____ - 2025

A RESOLUTION AUTHORIZING AN AMENDMENT TO RESOLUTION NO. 22-2025, WHICH AUTHORIZED GRANT AWARD AGREEMENTS FOR THE LEX GROW TREES GRANT PROGRAM, TO CORRECT THE NAME OF A GRANT RECIPIENT FROM "ANDOVER FOREST HOMEOWNERS ASSOCIATION" TO "ANDOVER NEIGHBORHOOD ASSOCIATION," ALL OTHER TERMS IN RESOLUTION NO. 22-2025 REMAIN THE SAME.

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

Section 1 – That Resolution No. 22-2025, which authorized grant award agreements for the Lex Grow Trees Grant Program, is amended to correct the name of a grant recipient from "Andover Forest Homeowners Association" to "Andover Neighborhood Association." All other terms in Resolution No. 22-2025 remain the same.

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
0117-25:CWE4912-4743-5539, v. 1

RESOLUTION NO. 041 - 2025

A RESOLUTION AUTHORIZING AN AMENDMENT TO RESOLUTION NO. 22-2025, WHICH AUTHORIZED GRANT AWARD AGREEMENTS FOR THE LEX GROW TREES GRANT PROGRAM, TO CORRECT THE NAME OF A GRANT RECIPIENT FROM "ANDOVER FOREST HOMEOWNERS ASSOCIATION" TO "ANDOVER NEIGHBORHOOD ASSOCIATION," ALL OTHER TERMS IN RESOLUTION NO. 22-2025 REMAIN THE SAME.

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

Section 1 – That Resolution No. 22-2025, which authorized grant award agreements for the Lex Grow Trees Grant Program, is amended to correct the name of a grant recipient from "Andover Forest Homeowners Association" to "Andover Neighborhood Association." All other terms in Resolution No. 22-2025 remain the same.

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

PASSED URBAN COUNTY COUNCIL: February 6, 2025

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0117-25:CWE4912-4743-5539, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0118-25

File ID:	0118-25	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	022-2025	**In Control:**	Urban County Council
				File Created:	01/24/2025
File Name:	E Vine Street Retaining Wall MOU			**Final Action:**	02/20/2025

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute the Memorandum of Understanding with PS Tate Realty, LLC; Karma C. Bryan Realty, LLC; and LCP Holdings, LLC for a Stormwater Quality Project, for the Dept. of Environmental Quality and Public Works, at an estimated cost not to exceed $220,000. [Dept. of Environmental Quality and Public Works, Albright]

Notes: In office 1/29/2025. MS
SAF in CCO 2.24.25 AA

Sponsors:		**Enactment Date:**	02/20/2025
Attachments:	MEMO- E Vine St Retaing Wall MOU.pdf, FINAL MOU Retaining Wall - 219 East High Street (1-10-25) .2 . 4923-2758-3246.pdf, RESO 118-25 - MOU Retaining wall 4905-4216-8343 v.1.docx, R-058-2025, Contract #022-2025	**Enactment Number:**	R-058-2025
Deed #:		**Hearing Date:**	
Drafter:	Mackenzie Holt c/o Brian Knapp	**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	02/04/2025	Approved and Referred to Docket	Urban County Council	02/06/2025		Pass
1	Urban County Council	02/06/2025	Received First Reading	Urban County Council	02/20/2025		
1	Urban County Council	02/20/2025	Approved				Pass

Text of Legislative File 0118-25

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute the Memorandum of Understanding with PS Tate Realty, LLC; Karma C. Bryan Realty, LLC; and LCP Holdings, LLC for a Stormwater Quality Project, for the Dept. of Environmental Quality and Public Works, at an estimated cost not to exceed

$220,000. [Dept. of Environmental Quality and Public Works, Albright]

Summary

Authorization to execute a Memorandum of Understanding between LFUCG and two individual property owners, for the replacement of a deteriorating retaining wall located along the south right-of-way of E. Vine Street located behind 219 E. High Street and 227/229 E. High Street and the installation of associated storm water features. Once complete, LFUCG will provide a Quitclaim Deed to the property owners for the retaining wall. At a cost estimated not to exceed $220,000. Funds are Budgeted. (L0118-25)(Albright)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: {Yes, Completed by Evan Thompson, 1/23/25}

Risk Management: {No}

Fully Budgeted [select]: Yes

Account Number: 1105-313101-3101-71299

This Fiscal Year Impact: $220,000.00

Annual Impact: N/A

Project: VINE_WALL_2025

Activity: REPAIRMAIN

Budget Reference: 2025

Current Balance: $220,000.00

MAYOR LINDA GORTON

LEXINGTON

NANCY ALBRIGHT
COMMISSIONER
ENVIRONMENTAL QUALITY & PUBLIC WORKS

TO: Mayor Linda Gorton
Urban County Council

FROM: Nancy B. Albright
Nancy B. Albright, P.E.
Commissioner, Environmental Quality
& Public Works

DATE: January 24, 2025

RE: Memorandum of Understanding, between LFUCG and two individual property owners, for replacing a deteriorating retaining wall located along the south right-of-way of E. Vine St. located behind 219 E. High St. and 227/229 E. High St.

Request

The Department of Environmental Quality & Public Works requests approval of a three-party Memorandum of Understanding to replace a deteriorating retaining wall along the right-of way of E. Vine St. and to install associated storm sewer features. The drainage features will consist of a segment of public storm sewer (below the wall), as well as a private storm sewer (above the wall). The private storm sewer will be funded by the two property owners; the rest of the project will be funded by LFUCG. Once complete, the LFUCG will provide a quit claim deed to the property owners for the retaining wall.

Why are you requesting?

The existing stone retaining wall located along the south right-of-way of E. Vine St., located behind 219 E. High St. and 227/229 E. High St., is deteriorating and in need of replacement. This Agreement provides for cost-sharing between LFUCG and the property owners to replace the retaining wall and adequately drain surface water to available storm sewer infrastructure.

A consultant and contractor will be hired to design and construct the wall and drainage features, thus remedying the infrastructure deficiencies. Upon completion of the construction, LFUCG will provide a quit claim deed to the property owners for the new constructed retaining wall. This will document that LFUCG will have no interest in the retaining wall going forward.

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

Current budget year: $220,000.00

Future budget Year: TBD, due to increase of scope since project inception.

Are the funds budgeted?

Current budget year: Yes

Account Number:

Current budget year: 1105 – 313101 – 3101 - 71299 for $220,000.00

File Number: 0118-25

Commissioner: Albright

4931-4781-4162, v. 1

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING, made and entered into on the _____ day of _____ 2025, 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; **PS Tate Realty, LLC**, and **Karma C. Bryan Realty, LLC,** both with a principal place of business of 101 Hampton Court, Lexington, Kentucky 40508 ("Tate/Bryan"); and **LCP Holdings L.L.C., a Kentucky limited liability company**, whose principal place of business is 219 E High St, Lexington, Kentucky 40507 ("LCP").

WHEREAS, the stacked-rock retaining wall along the rear property lines of 219 East High Street and 227/229 East High Street is deteriorating due to improper drainage;

WHEREAS, the retaining wall along the rear property lines of 219 East High Street and 227/229 East High Street is critical to maintaining proper drainage and preventing erosion in the area;

WHEREAS, Tate/Bryan desire to construct a second building at 227/229 East High Street, close in proximity to the retaining wall;

WHEREAS, the pending construction of a second building on the property located at 227/229 East High Street necessitates the resolution of drainage issues related to the retaining wall to protect its structural integrity;

WHEREAS, LFUCG has an interest in stormwater management and infrastructure maintenance to ensure public safety and compliance with environmental regulations;

WHEREAS, Tate/Bryan and LCP, as property owners of 227/229 East High Street and 219 East High Street, respectively, desire to cooperate with LFUCG to address the structural and drainage issues in a mutually beneficial manner, recognizing the importance of the project to maintain the integrity of their properties and the surrounding public area;

NOW, THEREFORE, the parties agree as follows:

I. PURPOSE & SCOPE

The purpose of this Memorandum of Understanding ("MOU") is to clearly define the roles and responsibilities of LFUCG, Tate/Bryan, and LCP in relation to the repair of the retaining wall and the implementation of drainage improvements abutting 219 East High Street and 227/229 East High Street in Lexington, Kentucky.

II. BACKGROUND

LCP owns 219 East High Street, Lexington, Kentucky 40507. Tate/Bryan own 227/229 East High Street, Lexington, KY 40507. Both properties are adjacent to the aforementioned retaining wall. The Parties desire to improve stormwater drainage and protect public infrastructure through the completion of certain drainage features as

described in ExhibitA ("the Project). Once the Project is designed, the design plans shall replace the current Exhibit A for the purposes of this MOU.

III. LFUCG'S RESPONSIBILITIES

A. LFUCG shall coordinate with Tate/Bryan and LCP for the proper connection of the drainage features to the public infrastructure. LFUCG shall manage the Project in consultation with LCP and Tate/Bryan. LFUCG shall obtain all city, state, historic, and utility permits to complete the Project.

B. To the extent LFUCG has not previously entered into a contract which could be utilized to design and/or construct the Project, LFUCG shall place any and all aspects of the Project out for bid and/or Request for Proposals, as a whole or in phases, in its sole discretion, including by separate bid, separate Request for Proposals, or a bid alternate for the construction described in IV and V. Whether a response to a bid is approved and awarded, or whether the Project is rebid, shall be in the sole discretion of LFUCG.

C. Subject to the appropriation of sufficient funds, LFUCG shall be responsible for those costs associated with the following parts of the Project:

   i. Construction of a new manhole in or around Vine Street and an outlet pipe connecting the manhole to the existing public storm sewer system; and

   ii. Replace the retaining wall abutting 227/229 East High Street and 219 East High Street, including all necessary back filling and impaction on these properties and a railing on the top of the 227/229 and 219 East High Street wall similar to the existing railing on 227/229 East High Street. The property owner of each respective parcel shall be responsible for all costs associated with any final surface other than sod.

D. Upon the completion of that portion of the Project described in III(C)(ii), LFUCG shall execute a quitclaim deed to Tate/Bryan for any and all rights LFUCG may have in the real property which contains the portion of the existing retaining wall abutting 227/229 East High Street, as is, with no warranties expressed or implied.

E. Upon the completion of that portion of the Project described in III(C)(ii), LFUCG shall execute a quitclaim deed to LCP, transferring any and all rights LFUCG may have in the real property which contains the portion of the retaining wall abutting 219 East High Street, as is, with no warranties expressed or implied.

F. LFUCG shall invoice Tate/Bryan and LCP for any costs incurred which are the responsibility of Tate/Bryan and/or LCP under this MOU.

IV. TATE/BRYAN'S RESPONSIBILITIES

A. Tate/Bryan shall work with LCP to implement and ensure proper conveyance of runoff from 227/229 East High Street to the public infrastructure as coordinated with LFUCG.

B. Tate/Bryan agree to delay construction on 227/229 East High Street until such time as that portion of the Project described in III(C)(ii) is completed.

C. Tate/Bryan shall be joint and severally liable with LCP for those costs associated with the following parts of the Project:

   i. Replacement of the existing inlet on 227/229 East High Street, as provided in Exhibit A;

   ii. Construction of a new surface inlet on 219 East High Street, as provided in Exhibit A;

   iii. Connection of the inlet described in IV(C)(i) to the inlet described in IV(C)(ii); and

   iv. Connection from the inlet described in IV(C)(ii) to the new manhole described in III(C)(i).

D. Tate/Bryan shall accept the quitclaim deed from LFUCG described in III(D), above, including executing any necessary documents related thereto. All costs of recording shall be borne by Tate/Bryan.

E. Tate/Bryan shall provide LFUCG and its contractors with any and all access deemed necessary by LFUCG, including, but not limited to, rights of entry and temporary easements, for the construction of the Project.

F. Tate/Bryan shall pay all invoices sent from LFUCG pursuant to III(F), above, within thirty days of receipt.

G. Tate/Bryan shall accept the permanent easement described in Section V(F), below, including executing any necessary document related thereto.

H. Upon completion of the Project, Tate/Bryan shall maintain the elements of the Project contained on 227/229 East High Street and the portion subject to the quitclaim deed referenced above.

V. LCP'S RESPONSIBILITIES

A. LCP shall work with Tate/Bryan to implement and ensure proper conveyance of runoff to the public infrastructure as coordinated with LFUCG.

B. LCP shall be joint and severally liable with Tate/Bryan for those costs

associated with the following parts of the Project:

i. Replacement of the existing inlet on 227/229 East High Street, as provided in Exhibit A;

ii. Construction of a new surface inlet on 219 East High Street, as provided in Exhibit A;

iii. Connection of the inlet described in V(B)(i) to the inlet described in V(B)(ii); and

iv. Connection from the inlet described in V(B)(ii) to the new manhole described in III(C)(i).

C. LCP shall accept the quitclaim deed from LFUCG described in III(E), above, including executing any necessary documents related thereto. All costs of recording shall be borne by LCP.

D. LCP shall provide LFUCG and its contractors with any and all access deemed necessary by LFUCG, including, but not limited to, rights of entry, temporary easements, for the construction of the Project.

E. LCP shall pay all invoices sent from LFUCG pursuant to III(F), above, within thirty days of receipt.

F. LCP shall execute a permanent easement, recorded in the records of the Fayette County Clerk, for the benefit of Tate/Bryan, to allow Tate/Bryan to discharge the stormwater collected in the new surface inlet described herein to the extent it will travel, via the infrastructure described herein, through the land of LCP.

G. Upon completion of the Project, LCP shall maintain the elements of the Project contained on 219 East High Street and the portion subject to the quitclaim deed referenced above.

VI. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

A. Each party shall comply with all applicable federal, state, and local laws and regulations during the completion of the project.

B. This MOU may be amended by mutual agreement of all parties.

C. Any disputes arising under this MOU shall first be addressed by negotiation between the parties. If the parties are unable to resolve the dispute through negotiation, the matter will be referred to mediation. If mediation fails to resolve the dispute, the parties may only seek resolution in the Circuit Court of Fayette County, Kentucky.

D. This MOU may be terminated for cause by any party upon 30 days written notice, specifying the breach and allowing time to cure.

E. This MOU may be terminated without cause by mutual written consent of all parties, with 60 days written notice.

F. Each party shall appoint a person to serve as the official contact and coordinate the activities of each organization in carrying out this MOU.

G. This MOU shall bind the successors and assigns of the parties and shall run with the land for the duration of the MOU.

H. This MOU may be recorded in the records of the Fayette County Clerk. LCP and Tate/Bryan shall disclose this MOU upon the sale of 219 East High Street or 227/229 East High Street.

I. The parties hereto expressly agree that this MOU shall be governed by, interpreted under, construed, and enforced in accordance with the laws of the Commonwealth of Kentucky and that the exclusive venue of any legal action shall be Fayette County Circuit Court.

J. The fact that this MOU may have been initially drafted by one party or the other shall have no bearing in its interpretation or construction.

VII. EFFECTIVE DATE AND SIGNATURE

A. This MOU shall be effective upon the signature of the parties' authorized officials.

B. It shall be in force from the date of its execution until the completion of each party's responsibilities described herein.

C. The parties indicate agreement with this MOU by their signatures.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have made and executed this MOU as of the day and year first above written.

LEXINGTON-FAYETTE URBAN GOVERNMENT

By:_____
LINDA GORTON, MAYOR

ATTEST:

_____
URBAN COUNTY COUNCIL CLERK

PS TATE REALTY, LLC

BY:_____

KARMA C. BRYAN REALTY, LLC

BY:_____

LCP HOLDINGS L.L.C., A KENTUCKY LIMITED LIABILITY COMPANY

BY:_____

Prepared by

_____
Evan P. Thompson, Attorney Senior
Lexington-Fayette Urban County Government
Department of Law
200 East Main Street, 11th Floor
Lexington, KY 40507

RESOLUTION NO. _____ – 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE THE MEMORANDUM OF UNDERSTANDING WITH PS TATE REALTY, LLC; KARMA C. BRYAN REALTY, LLC; AND LCP HOLDINGS, LLC FOR A STORMWATER QUALITY PROJECT, FOR THE DEPARTMENT OF ENVIRONMENTAL QUALITY AND PUBLIC WORKS, AT AN ESTIMATED COST NOT TO EXCEED $220,000.00.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Memorandum of Understanding, which is attached hereto and incorporated herein by reference, with PS Tate Realty, LLC; Karma C. Bryan Realty, LLC; and LCP Holdings, LLC, for stormwater quality project, for the Department of Environmental Quality and Public Works.

Section 2 – That an amount, not to exceed the estimated sum of $220,000.00, be and hereby is approved for payment to the contractor selected for the stormwater quality project from account # 1105-313101-3101-71299, pursuant to the terms of the agreement with the selected contractor.

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

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF THE URBAN COUNTY COUNCIL
0118-25:EPT_4905-4216-8343, v. 1

RESOLUTION NO. 058 – 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE THE MEMORANDUM OF UNDERSTANDING WITH PS TATE REALTY, LLC; KARMA C. BRYAN REALTY, LLC; AND LCP HOLDINGS, LLC FOR A STORMWATER QUALITY PROJECT, FOR THE DEPARTMENT OF ENVIRONMENTAL QUALITY AND PUBLIC WORKS, AT AN ESTIMATED COST NOT TO EXCEED $220,000.00.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Memorandum of Understanding, which is attached hereto and incorporated herein by reference, with PS Tate Realty, LLC; Karma C. Bryan Realty, LLC; and LCP Holdings, LLC, for stormwater quality project, for the Department of Environmental Quality and Public Works.

Section 2 – That an amount, not to exceed the estimated sum of $220,000.00, be and hereby is approved for payment to the contractor selected for the stormwater quality project from account # 1105-313101-3101-71299, pursuant to the terms of the agreement with the selected contractor.

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

PASSED URBAN COUNTY COUNCIL: February 20, 2025

Linda Gorton

MAYOR

ATTEST:

CLERK OF THE URBAN COUNTY COUNCIL

0118-25:EPT_4905-4216-8343, v. 1

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING, made and entered into on the 21st day of February 2025, 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; **PS Tate Realty, LLC**, and **Karma C. Bryan Realty, LLC,** both with a principal place of business of 101 Hampton Court, Lexington, Kentucky 40508 ("Tate/Bryan"); and **LCP Holdings L.L.C., a Kentucky limited liability company**, whose principal place of business is 219 E High St, Lexington, Kentucky 40507 ("LCP").

WHEREAS, the stacked-rock retaining wall along the rear property lines of 219 East High Street and 227/229 East High Street is deteriorating due to improper drainage;

WHEREAS, the retaining wall along the rear property lines of 219 East High Street and 227/229 East High Street is critical to maintaining proper drainage and preventing erosion in the area;

WHEREAS, Tate/Bryan desire to construct a second building at 227/229 East High Street, close in proximity to the retaining wall;

WHEREAS, the pending construction of a second building on the property located at 227/229 East High Street necessitates the resolution of drainage issues related to the retaining wall to protect its structural integrity;

WHEREAS, LFUCG has an interest in stormwater management and infrastructure maintenance to ensure public safety and compliance with environmental regulations;

WHEREAS, Tate/Bryan and LCP, as property owners of 227/229 East High Street and 219 East High Street, respectively, desire to cooperate with LFUCG to address the structural and drainage issues in a mutually beneficial manner, recognizing the importance of the project to maintain the integrity of their properties and the surrounding public area;

NOW, THEREFORE, the parties agree as follows:

I. PURPOSE & SCOPE

The purpose of this Memorandum of Understanding ("MOU") is to clearly define the roles and responsibilities of LFUCG, Tate/Bryan, and LCP in relation to the repair of the retaining wall and the implementation of drainage improvements abutting 219 East High Street and 227/229 East High Street in Lexington, Kentucky.

II. BACKGROUND

LCP owns 219 East High Street, Lexington, Kentucky 40507. Tate/Bryan own 227/229 East High Street, Lexington, KY 40507. Both properties are adjacent to the aforementioned retaining wall. The Parties desire to improve stormwater drainage and protect public infrastructure through the completion of certain drainage features as

described in ExhibitA ("the Project). Once the Project is designed, the design plans shall replace the current Exhibit A for the purposes of this MOU.

III. LFUCG'S RESPONSIBILITIES

A. LFUCG shall coordinate with Tate/Bryan and LCP for the proper connection of the drainage features to the public infrastructure. LFUCG shall manage the Project in consultation with LCP and Tate/Bryan. LFUCG shall obtain all city, state, historic, and utility permits to complete the Project.

B. To the extent LFUCG has not previously entered into a contract which could be utilized to design and/or construct the Project, LFUCG shall place any and all aspects of the Project out for bid and/or Request for Proposals, as a whole or in phases, in its sole discretion, including by separate bid, separate Request for Proposals, or a bid alternate for the construction described in IV and V. Whether a response to a bid is approved and awarded, or whether the Project is rebid, shall be in the sole discretion of LFUCG.

C. Subject to the appropriation of sufficient funds, LFUCG shall be responsible for those costs associated with the following parts of the Project:

   i. Construction of a new manhole in or around Vine Street and an outlet pipe connecting the manhole to the existing public storm sewer system; and

   ii. Replace the retaining wall abutting 227/229 East High Street and 219 East High Street, including all necessary back filling and impaction on these properties and a railing on the top of the 227/229 and 219 East High Street wall similar to the existing railing on 227/229 East High Street. The property owner of each respective parcel shall be responsible for all costs associated with any final surface other than sod.

D. Upon the completion of that portion of the Project described in III(C)(ii), LFUCG shall execute a quitclaim deed to Tate/Bryan for any and all rights LFUCG may have in the real property which contains the portion of the existing retaining wall abutting 227/229 East High Street, as is, with no warranties expressed or implied.

E. Upon the completion of that portion of the Project described in III(C)(ii), LFUCG shall execute a quitclaim deed to LCP, transferring any and all rights LFUCG may have in the real property which contains the portion of the retaining wall abutting 219 East High Street, as is, with no warranties expressed or implied.

F. LFUCG shall invoice Tate/Bryan and LCP for any costs incurred which are the responsibility of Tate/Bryan and/or LCP under this MOU.

IV. TATE/BRYAN'S RESPONSIBILITIES

A. Tate/Bryan shall work with LCP to implement and ensure proper conveyance of runoff from 227/229 East High Street to the public infrastructure as coordinated with LFUCG.

B. Tate/Bryan agree to delay construction on 227/229 East High Street until such time as that portion of the Project described in III(C)(ii) is completed.

C. Tate/Bryan shall be joint and severally liable with LCP for those costs associated with the following parts of the Project:

   i. Replacement of the existing inlet on 227/229 East High Street, as provided in Exhibit A;

   ii. Construction of a new surface inlet on 219 East High Street, as provided in Exhibit A;

   iii. Connection of the inlet described in IV(C)(i) to the inlet described in IV(C)(ii); and

   iv. Connection from the inlet described in IV(C)(ii) to the new manhole described in III(C)(i).

D. Tate/Bryan shall accept the quitclaim deed from LFUCG described in III(D), above, including executing any necessary documents related thereto. All costs of recording shall be borne by Tate/Bryan.

E. Tate/Bryan shall provide LFUCG and its contractors with any and all access deemed necessary by LFUCG, including, but not limited to, rights of entry and temporary easements, for the construction of the Project.

F. Tate/Bryan shall pay all invoices sent from LFUCG pursuant to III(F), above, within thirty days of receipt.

G. Tate/Bryan shall accept the permanent easement described in Section V(F), below, including executing any necessary document related thereto.

H. Upon completion of the Project, Tate/Bryan shall maintain the elements of the Project contained on 227/229 East High Street and the portion subject to the quitclaim deed referenced above.

V. LCP'S RESPONSIBILITIES

A. LCP shall work with Tate/Bryan to implement and ensure proper conveyance of runoff to the public infrastructure as coordinated with LFUCG.

B. LCP shall be joint and severally liable with Tate/Bryan for those costs

associated with the following parts of the Project:

i. Replacement of the existing inlet on 227/229 East High Street, as provided in Exhibit A;

ii. Construction of a new surface inlet on 219 East High Street, as provided in Exhibit A;

iii. Connection of the inlet described in V(B)(i) to the inlet described in V(B)(ii); and

iv. Connection from the inlet described in V(B)(ii) to the new manhole described in III(C)(i).

C. LCP shall accept the quitclaim deed from LFUCG described in III(E), above, including executing any necessary documents related thereto. All costs of recording shall be borne by LCP.

D. LCP shall provide LFUCG and its contractors with any and all access deemed necessary by LFUCG, including, but not limited to, rights of entry, temporary easements, for the construction of the Project.

E. LCP shall pay all invoices sent from LFUCG pursuant to III(F), above, within thirty days of receipt.

F. LCP shall execute a permanent easement, recorded in the records of the Fayette County Clerk, for the benefit of Tate/Bryan, to allow Tate/Bryan to discharge the stormwater collected in the new surface inlet described herein to the extent it will travel, via the infrastructure described herein, through the land of LCP.

G. Upon completion of the Project, LCP shall maintain the elements of the Project contained on 219 East High Street and the portion subject to the quitclaim deed referenced above.

VI. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

A. Each party shall comply with all applicable federal, state, and local laws and regulations during the completion of the project.

B. This MOU may be amended by mutual agreement of all parties.

C. Any disputes arising under this MOU shall first be addressed by negotiation between the parties. If the parties are unable to resolve the dispute through negotiation, the matter will be referred to mediation. If mediation fails to resolve the dispute, the parties may only seek resolution in the Circuit Court of Fayette County, Kentucky.

D. This MOU may be terminated for cause by any party upon 30 days written notice, specifying the breach and allowing time to cure.

E. This MOU may be terminated without cause by mutual written consent of all parties, with 60 days written notice.

F. Each party shall appoint a person to serve as the official contact and coordinate the activities of each organization in carrying out this MOU.

G. This MOU shall bind the successors and assigns of the parties and shall run with the land for the duration of the MOU.

H. This MOU may be recorded in the records of the Fayette County Clerk. LCP and Tate/Bryan shall disclose this MOU upon the sale of 219 East High Street or 227/229 East High Street.

I. The parties hereto expressly agree that this MOU shall be governed by, interpreted under, construed, and enforced in accordance with the laws of the Commonwealth of Kentucky and that the exclusive venue of any legal action shall be Fayette County Circuit Court.

J. The fact that this MOU may have been initially drafted by one party or the other shall have no bearing in its interpretation or construction.

VII. EFFECTIVE DATE AND SIGNATURE

A. This MOU shall be effective upon the signature of the parties' authorized officials.

B. It shall be in force from the date of its execution until the completion of each party's responsibilities described herein.

C. The parties indicate agreement with this MOU by their signatures.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have made and executed this MOU as of the day and year first above written.

LEXINGTON-FAYETTE URBAN GOVERNMENT

By: _____
LINDA GORTON, MAYOR

ATTEST:

_____
URBAN COUNTY COUNCIL CLERK

PS TATE REALTY, LLC

BY: _____

KARMA C. BRYAN REALTY, LLC

BY: _____

LCP HOLDINGS L.L.C., A KENTUCKY LIMITED LIABILITY COMPANY

BY: _____

Prepared by

_____
Evan P. Thompson, Attorney Senior
Lexington-Fayette Urban County Government
Department of Law
200 East Main Street, 11th Floor
Lexington, KY 40507

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0119-25

File ID:	0119-25	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	020-2025	**In Control:**	Urban County Council
				File Created:	01/24/2025
File Name:	Amendment 1 PSA for ADA Transition Plan			**Final Action:**	02/06/2025

Title: A Resolution authorizing and directing the Mayor, on behalf of the Lexington-Fayette Urban County Government, to execute the first Amendment to the Purchase of Service Agreement with W-T Group, LLC at an estimated cost not to exceed $394,922, effective upon passage of Council. [Dept. of General Services, Ford]

Notes: Initial Plan Res# 465-2023, file # 0859-23

In office 1/31/2025 ms

Signed and filed in the CCO. Returned to Sandra Lopez via scans 2/20/2025. MS

Sponsors:		**Enactment Date:**	02/06/2025
Attachments:	ADA Transition Plan PSA Amendment - Memo.pdf, First Amendment to PSA (W-T LLC).pdf, RESO 0119-25 ADA Transition update 4929-9696-2835 v.1.docx, R-042-2025, Contract #020-2025	**Enactment Number:**	R-042-2025
Deed #:		**Hearing Date:**	
Drafter:	Sandra Lopez	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	02/04/2025	Approved and Referred to Docket	Urban County Council	02/06/2025		Pass
1	Urban County Council	02/06/2025	Received First Reading	Urban County Council	02/06/2025		
1	Urban County Council	02/06/2025	Suspended Rules for Second Reading				Pass
1	Urban County Council	02/06/2025	Approved				Pass

Text of Legislative File 0119-25

Title

A Resolution authorizing and directing the Mayor, on behalf of the Lexington-Fayette Urban

County Government, to execute the first Amendment to the Purchase of Service Agreement with W-T Group, LLC at an estimated cost not to exceed $394,922, effective upon passage of Council. [Dept. of General Services, Ford]

Summary

Authorization to execute Amendment One to the purchase of service Agreement with W-T Group, LLC for expanded scope of work to complete a full ADA Transition Plan update. The expanded scope of work includes increasing the number of access audits for an additional 235 property sites owned by LFUCG. At a cost of $394,922. Funds are Budgeted.
(L0119-25)(Ford)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Gabriel Thatcher, January 24, 2025

Risk Management: No

Fully Budgeted: Yes

Account Number: 1105-707101-0001-71299

This Fiscal Year Impact: $394,922

Annual Impact: $

Project: ADA_PHASE2_2025

Activity: PLAN

Budget Reference: 2025

Current Balance: $400,000

MAYOR LINDA GORTON

LEXINGTON

CHRIS FORD
COMMISSIONER
GENERAL SERVICES

TO: Mayor Linda Gorton
Honorable Members, Urban County Council

FROM: Chris Ford, Commissioner of General Services

DATE: January 8, 2025

SUBJECT: ADA Transition Plan Update – Amendment to Purchase of Service Agreement

---

Request:

Request Council authorization for the Mayor to execute an amendment to the purchase of service agreement with W-T Group, LLC for expanded scope of work to complete a full ADA Transition Plan update.

Purpose:

This amendment expands the project scope of work, to include increasing the number of access audits for an additional 235 property sites owned by LFUCG. To date, WT Group has completed 39 access audits at LFUCG-owned sites. Expanded professional consulting services are needed to further assist LFUCG to maintain and enhance full compliance with the American with Disabilities Act of 1990. The original purchase of service agreement was competitively advertised as RFP #19-2023, and was ARPA – funded at the cost of $200,000. The extended project schedule is for 13 months, with final reports due to LFUCG in March 2026.

Budgetary Implication:

Cost for FY 2025 is $394,922. Funds were appropriated via FY 24 Fund Balance reallocation.

Are the funds budgeted?

Yes, budgeted in 1105 – 707101 – 0001 – 71299.

File Number: 0119-25

Commissioner: Ford

FIRST AMENDMENT TO PURCHASE OF SERVICE AGREEMENT

THIS FIRST AMENDMENT TO PURCHASE OF SERVICE AGREEMENT ("Amendment"), is made and entered into on _____ day of _____, 2025, 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 "LFUCG"), and **W-T GROUP, LLC,** a limited liability corporation, with offices located at 2675 Pratum Avenue, Hoffman Estates, Illinois 60192 (hereinafter referred to as **"ORGANIZATION"**) (collectively known as the "Parties").

WHEREAS, the Parties entered into a Purchase of Service Agreement beginning October 1, 2023 ("Agreement"), in which the ORGANIZATION provided certain services described therein, effective until June 30, 2024;

WHEREAS, the Parties are now desirous of amending the Purchase of Service Agreement to expand certain provisions of the Agreement, at an estimated cost not to exceed $394,922.00;

WHEREAS, the Agreement provides that the Agreement may be amended only in a writing executed by LFUCG and the ORGANIZATION.

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

A. **RELATED DOCUMENTS.** The Scope of the Agreement is hereby expanded to authorize additional services contained in the following additional documents, which are attached to this First Amendment as Exhibits, and incorporated into the Agreement as if fully stated herein:

   a. Exhibit "A"- LFUCG Added Scope Proposal
   b. Exhibit "B"- LFUCG Added Scope Proposal Addendum

B. **PAYMENT.** LFUCG shall pay Organization a total amount not to exceed **Three Hundred Ninety-Four Thousand, Nine Hundred and Twenty-Two Dollars** ($394,922.00) ("Funds") for the performance of the Services described in Section A of this First Amendment. Payments shall be made monthly for expenditures the Organization actually incurred, only after receipt of approved, monthly invoices. Use of the Funds is limited to the services provided herein and may not be spent by the Organization for any other purpose without the prior written consent of LFUCG. Absent any additional written agreement stating otherwise, any travel or other expenses are included in the above payment.

   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 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. 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.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

SIGNATURE PAGE IMMEDIATELY FOLLOWS.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

_____

Linda Gorton, Mayor

ATTEST:

_____

Clerk of Urban County Council

W-T GROUP, LLC

BY _____

4910-2470-0686, v. 2

RESOLUTION NO. _____-2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, TO EXECUTE THE FIRST AMENDMENT TO THE PURCHASE OF SERVICE AGREEMENT WITH W-T GROUP, LLC AT AN ESTIMATED COST NOT TO EXCEED $394,922.00, EFFECTIVE UPON PASSAGE OF COUNCIL.

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 First Amendment to the Purchase of Service Agreement with W-T Group, LLC., which is attached hereto and incorporated herein by reference, for an expanded scope of work to complete a full ADA Transition Plan update.

Section 2 - That an amount, not to exceed the estimated sum of $394,922.00, be and hereby is approved for payment to W-T Group, LLC., from account number: 1105-707101-71299, pursuant to the terms of the agreement.

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

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL

0119-25:GET: 4929-9696-2835, v. 1

RESOLUTION NO. 042 -2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, TO EXECUTE THE FIRST AMENDMENT TO THE PURCHASE OF SERVICE AGREEMENT WITH W-T GROUP, LLC AT AN ESTIMATED COST NOT TO EXCEED $394,922.00, EFFECTIVE UPON PASSAGE OF COUNCIL.

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 First Amendment to the Purchase of Service Agreement with W-T Group, LLC., which is attached hereto and incorporated herein by reference, for an expanded scope of work to complete a full ADA Transition Plan update.

Section 2 - That an amount, not to exceed the estimated sum of $394,922.00, be and hereby is approved for payment to W-T Group, LLC., from account number: 1105-707101-71299, pursuant to the terms of the agreement.

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

PASSED URBAN COUNTY COUNCIL: February 6, 2025

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0119-25:GET: 4929-9696-2835, v. 1

FIRST AMENDMENT TO PURCHASE OF SERVICE AGREEMENT

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b. LFUCG also reserves the right to reject any invoice submitted for services more than sixty (60) days after the services were rendered.

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

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SIGNATURE PAGE IMMEDIATELY FOLLOWS.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Linda Gorton

Linda Gorton, Mayor

ATTEST:

Clerk of Urban County Council

Deputy

W-T GROUP, LLC

BY

4910-2470-0686, v. 2

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0120-25

File ID: 0120-25 **Type:** Resolution **Status:** Approved

Version: 2 **Contract #:** 029-2025 **In Control:** Urban County Council

File Created: 01/27/2025

File Name: Request Council authorization to execute an agreement and accept an award in the amount of $82,449.95 from the Kentucky Department of Military Affairs, Division of Emergency Management for the FY 2025 Emergency Management Assistance Project. Match in the

Final Action: 02/20/2025

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement and accept an award in the amount of $82,449.95 from the Ky. Dept. of Military Affairs, Div. of Emergency Management for the FY 2025 Emergency Management Assistance Project, the acceptance of which obligates the Urban County Government to the expenditure of $125,000.00 as a local match, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Emergency Management, Larkin]

Notes: 2/25/25 -signed by Mayor, signature pages scanned to D.Meade and originals returned to Celia via pickup SC

Sponsors:

Enactment Date: 02/20/2025

Attachments: 25-Bluesheet Memo - EMA Award, BA 13492, Final_SC_095_2500000932_1_PO_CNTRCT_FORM, Non-Supplanting Certification Form_RJLsigned, FFY2024 EMA Award Fayette, 120-25 grant ky military affaurs 4908-1987-3555 v.1.docx, R-059-2025, Contract #029-2025

Enactment Number: R-059-2025

Deed #:

Hearing Date:

Drafter: Katrina James

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	Urban County Council Work Session	02/04/2025	Approved and Referred to Docket	Urban County Council	02/06/2025		Pass
2	Urban County Council	02/06/2025	Received First Reading	Urban County Council	02/20/2025		
2	Urban County Council	02/20/2025	Approved				Pass

Text of Legislative File 0120-25

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement and accept an award in the amount of $82,449.95 from the Ky. Dept. of Military Affairs, Div. of Emergency Management for the FY 2025 Emergency Management Assistance Project, the acceptance of which obligates the Urban County Government to the expenditure of $125,000.00 as a local match, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Emergency Management, Larkin]

Summary

Authorization to execute an Agreement and accept an award in the amount of $82,449.95 from the Kentucky Department of Military Affairs, Division of Emergency Management for the FY 2025 Emergency Management Assistance Project to support emergency preparedness activities in Fayette County. Match in the amount of $125,000 is Budgeted. (L0120-25)(Larkin/Armstrong)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Michael Sanner, 1/27/2025

Risk Management: N/A

Fully Budgeted: Budget amendment is in process.

Account Number: 3200-505204-5291-XXXXX

This Fiscal Year Impact: $207,449.95

Annual Impact: $0

Project: EMRG_MGMT_2025

Activity: FED_GRANT

Budget Reference: 2025

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

THERESA REYNOLDS
DIRECTOR
GRANTS & SPECIAL PROGRAMS

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

FROM: **THERESA REYNOLDS, DIRECTOR**
DIVISION OF GRANTS AND SPECIAL PROGRAMS

DATE: **JANUARY 24, 2025**

SUBJECT: **FY 2025 Emergency Management Assistance Project**

Request: Council authorization to execute an agreement and accept an award in the amount of $82,449.95 from the Kentucky Department of Military Affairs, Division of Emergency Management for the FY 2025 Emergency Management Assistance Project. Match in the amount of $125,000 is budgeted.

Purpose of Request: The Division of Emergency Management has been awarded federal funds from the Kentucky Department of Military Affairs, Division of Emergency Management. The purpose of this project is to support emergency preparedness activities in Fayette County. Funds can be used to offset personnel and operating costs in the Division of Emergency Management. The source of federal funds is the Department of Homeland Security/Federal Emergency Management Agency.

What is the cost in this budget year and future budget years? $82,449.95 is cost in FY2025. Match in the amount of $125,000 is budgeted for FY2025 in the general funds for the Division of Emergency Management for a total project cost of $207,449.95. Future years funding is dependent upon availability of federal funding.

Are the funds budgeted? Budget amendment is in process.

File Number: 0120-25

Director/Commissioner: Larkin/Armstrong

Search in Menu

LFUCG Budget Amendment Request Form

Requester: Moore,Celia E **Date:** 01/27/2025 **Status:** Pending Approval **Amend Nbr:** 13492

Business Unit: LFUCG **Journal Date:** 01/27/2025 **Budget Period:** 2025 **Bid:** ☐ **Admin Review:** ☐

Personnel, Operating & Capital Accounts

Personalize | Find | View 3 | First 1-7 of 7 Last

	Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID
1	3200	505204	5291	63111	Civil Service Salaries	150,142.18	LARKINR	KARMSTRO	
2	3200	505204	5291	63511	Pension Contributions	29,593.02	LARKINR	KARMSTRO	
3	3200	505204	5291	63615	BP - UCG	14,714.22	LARKINR	KARMSTRO	
4	3200	505204	5291	63621	FICA	10,239.70	LARKINR	KARMSTRO	
5	3200	505204	5291	63622	Unemployment Insurance	66.06	LARKINR	KARMSTRO	
6	3200	505204	5291	63624	Medicare Expense	2,394.77	LARKINR	KARMSTRO	
7	3200	505204	5291	63625	Other Voluntary Benefits-UCG	300.00	LARKINR	KARMSTRO	

Revenue Accounts

Personalize | Find | View All | First 1-2 of 2 Last

	Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID
1	3200	505204	5291	44010	Intergovernmental - Federal	82,449.95	LARKINR	KARMSTRO	
2	3200	505204	5291	45911	Transfer From General Service	125,000.00	LARKINR	KARMSTRO	

Project/Grant Revenue

Project/Grant Expenditures

Comments:

To establish grant budget for FY2024 Emergency Management Performance Grant Program (EMPG) award for EMRG_MGMT_2025.

Net Amend Amt: 0.00

Submit for Approval

Save Add

Commonwealth of Kentucky
CONTRACT

Document Number: SC 095 2500000932 **Version:** 1

Record Date: 12/27/2024

Document Description: FY2024 EMA Program Funds (EMPG 2024 Cycle)

Cited Authority: KRS39A.030
Grant activity-Div of Emergency Mgmt

Reason for Modification:

Issuer Contact:

Name: Karen Stockton

Phone: 502-607-5716

E-mail: KAREN.S.STOCKTON3.NFG@army.mil

Vendor Name: **Vendor No.** ZZMISCPROC

Multiple Provider

Vendor Contact
Name: No Contact

702 Capitol Avenue

Phone: XXX-XXX-XXXX

OMPS
Frankfort KY 40601

E-mail:

Effective From: 2024-10-01 **Effective To:** 2026-09-30

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		FY2024 EMA Program Funds	$0.000000	$2,202,021.00	$2,202,021.00

Extended Description:

1. FAIN # EMA-2024-EP-05007

2. Federal award date is August 23, 2024.

3. The purpose of the EMPG Program is to provide Federal funds to states to assist state and local governments in preparing for all hazards, as authorized by Section 662 of the Post Katrina Emergency Management Reform Act (6 U.S.C. Section 762) and the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. Section 5121 et seq.) The FY 2023 EMPG will provide federal funds to assist state and local emergency management agencies to obtain the resources required to support the National Preparedness Goals associated mission areas and core capabilities.

4. Federal awarding agency is the Department of Homeland Security, Federal Emergency Management Agency FEMA, Region IV) Pass-through entity is the Commonwealth of Kentucky, Department of Military Affairs, Division of Emergency Management.

5. CFDA # 97.042, Emergency Management Performance Grant Program (EMPG) $4,959,824.00(Federal Share)

6. Federal Award Period: October 1, 2024, through September 30, 2026

Shipping Information:	Billing Information:
DMA - Division of Emergency Management	DMA - Division of Emergency Management

100 Minuteman Pkwy Bldg 110 Frankfort KY 40601	100 Minuteman Pkwy Bldg 110 Frankfort KY 40601

TOTAL CONTRACT AMOUNT	**$2,202,021.00**

Memorandum of Agreement Terms and Conditions

This Memorandum of Agreement (MOA) is entered into, by and between the Commonwealth of Kentucky, Department of Military Affairs, Division of Emergency Management ("the "Commonwealth") and each of one hundred and twenty (120) local jurisdictions of the Commonwealth ("the Contractor") to establish an agreement for an Emergency Management Assistance (EMA) program funded by a federal Emergency Management Performance Grant (EMPG) program. This MOA is effective from October 1, 2024, through September 30, 2026.

Scope of Services:
(This MOA implements elements of an EMPG program authorized by Catalog of Federal Domestic Assistance (CFDA) 97.042 and administered by the First Party. Approved support includes project scope and associated expenses identified in 2020 KYEM EMA Guidance, 2024 Federal Emergency Management Agency (FEMA) EMPG Funding Opportunity Announcement, and the FEMA Preparedness Grants Manual, April 2024.

One hundred nineteen local jurisdictions within the Commonwealth of Kentucky (including, e.g. Adair, Allen, Anderson, Ballard, Barren, Bath, Bell, Boone, Bourbon, Boyd, Boyle, Bracken, Breathitt, Breckinridge, Bullitt, Butler, Caldwell, Calloway, Campbell, Carlisle, Carroll, Carter, Casey, Christian, Clark, Clay, Clinton, Crittenden, Cumberland, Daviess, Edmonson, Elliott, Estill, Fleming, Floyd, Fulton, Gallatin, Garrard, Grant, Graves, Grayson, Green, Greenup, Hancock, Hardin, Harlan, Harrison, Hart, Henderson, Henry, Hickman, Hopkins, Jackson, Jessamine, Johnson, Kenton, Knott, Knox, Larue, Lawrence, Lee, Leslie, Letcher, and Lewis Counties; Lexington-Fayette Urban County Government; Lincoln, Livingston, Logan, Louisville Jefferson Metro Government, Lyon, McCracken, McCreary, McLean, Madison, Magoffin, Marion, Marshall, Martin, Mason, Meade, Menifee, Mercer, Metcalfe, Monroe, Montgomery, Morgan, Muhlenberg, Nelson, Nicholas, Ohio, Oldham, Owen, Owsley, Pendleton, Perry, Pike, Powell, Pulaski, Robertson, Rockcastle, Rowan, Russell, Scott, Shelby, Simpson, Spencer, Taylor, Todd, Trigg, Trimble, Union, Warren, Washington, Wayne, Webster, Whitley (Laurel), Wolfe, and Woodford Counties; and the City of Frankfort) are contemplated individually, as eligible Contractors/Second Parties hereto as defined by KRS 45A.030 (9), and agree that they are willing, available, and qualified to perform the scope of work as detailed in this contract and as specifically outlined.

Performance Specifications:
The second party shall submit twelve operational claims or until second party allocation is met during the period of performance of October 1, 2024, through September 30, 2026. Operational claims include regular allocation expenditures to include but not limited to salary, mileage, utilities, etc.

Operational Claim #1 - October 2024
Operational Claim #2 - November 2024
Operational Claim #3 - December 2024
Operational Claim #4 - January 2025
Operational Claim #5 - February 2025
Operational Claim #6 - March 2025
Operational Claim #7 - April 2025
Operational Claim #8 - May 2025
Operational Claim #9 - June 2025
Operational Claim #10 - July 2025
Operational Claim #11 - August 2025
Operational Claim #12 - September 2025

The Second Party may submit additional claims if allocation has not been met after the submission of all operational claims. The remaining allocation shall be encumbered from October 1, 2025, through March 31, 2026. Allocations not encumbered by March 31, 2026 shall be reallocated for Additional Allocation Funding requests. The Additional Allocation funding request period shall be April 1, 2026, through September 30, 2026.

1. Successful completion by the Second Parties shall include the following deliverables:

   (a) Within 15 days of the end of each month, the Second Party shall ensure that the local emergency management agency (LEMA) shall upload to www.kyemweb.com, (WEBEOC) a completed claim of reimbursement using KYEM Form 160-1, which shall be signed by the Local Emergency Management Director and Second Party jurisdiction's Treasurer. Supporting documentation shall be in accordance with KYEM Standard Operating Procedures - Reimbursement Guidelines for all Kentucky Emergency Management Grants.

(b) The Second Party shall complete Quarterly Performance and Financial Reports within WebEOC on or before the following dates:

For Year One: First Quarter (October 1 through December 31) Due: January 15; Second Quarter (January 1 through March 31) Due: April 15; Third Quarter (April 1 through June 30) Due: July 15; and Fourth Quarter (July 1 through September 30) Due: October 15.

For Year Two: Fifth Quarter (October 1 through December 31) Due: January 15; Sixth Quarter (January 1 through March 31) Due: April 15; Seventh Quarter (April 1 through June 30) Due: July 15; and Eighth Quarter (July 1 through September 30) Due: October 15.

Quarterly reports shall be based on the Second Party's EMA work plan approved by KYEM. Additional quarterly reports may be required to be filed by the Second Party subject to extension of the period of performance.

2. The First Party shall notify a Second Party that has not expended all available funds to submit a revised work plan and budget. Second Parties are advised that failing to respond to such notification by the First Party may result in partial or complete reduction in funding in the sole discretion of the KYEM Director (the "Director.")
3. The Director shall review the performance and expenditure history of each Second Party quarterly and at any time, may reallocate funds necessary to meet the immediate need of the First Party or a Second Party.

Scope of Work:

1) The Second Party shall accomplish goals and objectives as presented through the annual program guidance issued by the Director and the results of internal and external evaluations of capabilities by both federal and Commonwealth evaluations.

2) The First Party shall notify the Second Party in writing of allocation amounts made thereto, based upon program analysis. The Director may designate an increase or decrease in allocation amounts to a Second Party based upon the Second Party's performance and/or subject to program requirements.

3) Allocation amounts shall be pursuant to KRS 39C.010 and 39C.020; up to, but no more than, 50% of total local funds expended by the Second Party.

4) Second Party contributions shall be at least 50% of eligible expenses. Federal funds provide a maximum of 50% reimbursement of eligible expenses.

5) Payments shall be made in the form of Electronic Funds Transfer (EFT) to an account designated by the Second Party jurisdiction's fiscal officer.

6) Eligible grant reimbursements shall be made for the grant period of October 1, 2024, through September 30, 2026.

7) Additional allocations for projects shall begin on October 1, 2024, and conclude on September 30, 2026.

8) Each Second Party jurisdiction shall develop a Local Distribution Management Plan ("Plan") to be incorporated into their jurisdiction's Emergency Operations Plan. This plan shall include sections with information on the following seven (7) components: 1. Requirement Defining; 2. Resource Ordering; 3. Distribution Methods; 4. Inventory Management; 5. Transportation; 6. Staging and; 7. Demobilization. Second Parties shall ensure their jurisdiction uses a KYEM template to complete the Plan and shall report to the First Party on Plan progress on a quarterly basis.

9) The Second Party shall ensure its jurisdiction submits damage assessments to the State EOC on a quarterly basis using applications provided by KYEM.

10) The Second Party shall report immediately before, during, and after a disaster event concerning the event's impact, impact to critical facilities, and needed resources. The Second Party shall use the reporting structure provided by KYEM when providing event information to the State EOC. Reporting structures are designed to highlight priority areas and interdependencies, focus attention on actions being taken, communicate coordination efforts towards stabilization, and integrate information.

11) Personnel funded pursuant to this MOA shall complete the following training within one (1) year of hire: (1) NIMS Training 100, 200, 700, 800; and (2) either the Emergency Management Institute Professional Development Series, or the Emergency Management Professionals Program Basic Academy.

12) Personnel funded pursuant to this MOA shall participate in at least three (3) exercises annually. Exercises shall be designed using the Homeland Security Exercise and Evaluation Program. The Second Party shall ensure that personnel proof of participation is provided to the First Party by uploading said proof into the jurisdiction's WebEOC portal.

13) To be considered for reimbursement, equipment must be deemed eligible for EMPG funding as detailed in the FEMA *Authorized Equipment List* (AEL).

Pricing:
The total contract amount is for $2,202,021.00. Payments from the contract will be made through the reimbursement process, whereby the Second Party provides backup for the expenditures and is reimbursed after review by the First Party.

The Second Party fees and expenses relative to the performance of the scope of services outlined in this Contract and in the detailed attachment(s) to this contract shall not exceed the Total Order Amount as set forth on signature page of this Contract. The subject services and functions are to be performed during the term of this contract as set forth on page 1. It is understood that this contract is not effective and binding until approved by the Secretary of the Finance and Administration Cabinet and/or Legislative Research Commission's Government Contract Review Committee per KRS 45A.705.

Payment by the First Party to the Second Party shall be made only after receipt of appropriate, acceptable and timely invoice, as so described in this Contract, and as submitted in written or electronic format to the First Party by the Second Party. The preferred method of payment will be through electronic funds transfer.

(a) The contractor shall be reimbursed for no other expenses than those, which have been expressly detailed in this Contract. All direct charges shall be documented to support the direct charging of the expense.

(b) Where applicable:

(i) Invoicing for fee: The contractor's fee shall be original invoice(s) and shall be documented by the contractor. The invoice(s) must conform to the method prescribed in the specifications of this contract.

(ii) Invoicing for travel expenses: The contractor must follow instructions prescribed in the specifications of this contract. Either original or certified copies of receipts must be submitted for airline tickets, motel bills, restaurant charges, rental car charges, and other miscellaneous expenses.

(iii) Invoicing for miscellaneous expenses: The contractor must follow instructions prescribed in the specifications of this contract. Expenses submitted shall be documented by original or certified copies.

The contractor shall be paid no travel expense unless and except as specifically authorized under the specifications of this contract. Unless otherwise indicated, travel reimbursement shall be in accordance with 200 KAR 2:006. No travel time nor travel expenses will be included in the Second Party's or any subcontractor's hourly rates.

Agency Standard Terms and Conditions – Emergency Management Pass-through Agreements
Revised 2023 June

General
(a) Extension and Amendment. The terms and conditions of this contract may be modified by written agreement of the Parties pursuant to KRS Chapter 45A and subject to the approval of the Secretary of the Finance and Administration Cabinet and/or the Legislative Research Commission's Government Contracts Review Committee.
(b) Successors and Assigns. The Parties shall not assign any right herein without the written consent of the other party. Covenants made herein shall bind and inure to the benefit of any successors and assigns of the Parties whether or not expressly assumed or acknowledged by such successors or assigns.

(c) Entire Contract. This document forms the entire contract between the Parties. Prior discussions and understandings concerning the scope and subject matter are superseded and incorporated into the express terms herein.
(d) Severability. If any provision of this contract is held judicially invalid, the remainder shall continue in force and effect to the extent not inconsistent with such holding.
(e) Breach of Contract. Breach or violation of Terms and Conditions shall be cause for termination of contract.
(f) Waiver. Waiver of enforcement of any term or condition herein upon an event of breach shall not automatically extend to any other or future event of breach.
(g) Change of Circumstances. The Parties shall promptly notify each other of any legal impediment, change of circumstances, pending litigation, or any other event or condition that may adversely affect their ability to carry out this contract.
(h) Liability and Indemnity. Nothing in this contract shall be construed as an indemnification by or among the Parties for liabilities of the first or second party or any third person for property loss, damage, death, or personal injury ("Claims") arising out of and during the performance of this Contract.
(i) Applicable Federal Laws and Regulations. This contract is incidental to the implementation of a federal grant program and accordingly, shall be governed by and construed according to federal law to the extent it may affect the right, remedies, and obligations of the United States.

Federal Grant Subrecipient Requirements
To the extent not inconsistent with the express terms of this contract, 49 CFR 18, Uniform Administrative Requirements for Grants and Cooperative Contracts and 2 CFR 200, Subpart E, Cost Principles, are hereby incorporated by reference herein. Consistent therewith, the Commonwealth, as a pass-through entity for federal awards, shall monitor the performance of federal grant subrecipients (the "Subrecipients") and impose requirements upon Subrecipients in order for the Commonwealth to meet its responsibility to the federal awarding agency including without limitation, the identification of required financial and performance reports.

(a) Audits. Subrecipients agree to comply with federally-mandated audits. The Commonwealth agrees to review required audits promptly.
1. Pursuant to 2 CFR 200.501, Subrecipients expending more than $750,000 in federal grant monies per fiscal year shall conduct a single or program-specific audit for that fiscal year within nine (9) months of the end thereof and shall provide the final audit report to the Commonwealth within thirty (30) days of receipt.
2. Pursuant to 2 CFR 200.512, Contractor(s) that are a governmental entity, institution of higher learning, or other nonprofit institution, shall procure an annual audit within nine (9) months of closing of the fiscal year and shall fully comply with Federal Audit Clearinghouse audit submission requirements. The Commonwealth shall access and review audit reporting packages and data collection forms from the Federal Audit Clearinghouse as soon as practicable after the required submission. Notwithstanding the foregoing, the Commonwealth may require Contractor(s) provide it with a copy of any required audit.

(b) Reporting. Subrecipients agree to comply with federally-mandated reporting.
1. Pursuant to 2 CFR 200.112, Subrecipients shall disclose to the Commonwealth in writing and within five (5) days of having knowledge of any real or potential conflict of interest that may arise during the administration of the federal award. For this paragraph, "conflict of interest" is defined by applicable federal, state, and local statutes or regulations, and Sub-recipients' policies.
2. Pursuant to 2 CFR 200.338, Subrecipients shall disclose to the federal awarding agency and to the Commonwealth in writing and within thirty (30) days of discovering of any violation of federal criminal law concerning fraud, bribery, or gratuity violations which may affect the federal award; failure to act in strict conformity with this section may result in the imposition of any remedy authorized thereby.

(c) Monitoring. The Commonwealth agrees to monitor Subrecipients.
1. Risk Analysis—2 CFR 200.331(b) requires the Commonwealth evaluate each Subrecipient's risk of noncompliance with federal statutes, regulations, and the terms and conditions of the award for purposes of determining appropriate Subrecipient monitoring, which may include consideration of such factors as:
a. The Subrecipient's prior experience with the same or similar awards;
b. The results of previous audits, including whether or not the Subrecipient receives a single audit and the extent to which the same or similar award has been audited as a major program;
c. Whether Subrecipient has new personnel or new or substantially changed systems; and
d. The extent and results of federal awarding agency monitoring (e.g., if the Subrecipient also receives federal awards directly from a federal awarding agency.)
2. Monitoring Activities—2 CFR 200.331(d) requires the Commonwealth, as the pass-through entity, monitor the activities of Sub-recipients to ensure performance goals are achieved and that awards are used for authorized purposes and in compliance with federal statutes, regulations, and the terms and conditions of the award. Monitoring of the Subrecipient must include:

a. Reviewing financial and performance reports required by the First Party;
b. Following-up and ensuring that the Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the Subrecipient from the First Party detected through audits, on-site reviews, and other means; and
c. Issuing a management decision for audit findings pertaining to the Federal award provided to the Subrecipient from the First Party as required by 2 CFR §200.521 Management decision.

3. Monitoring Tools—Depending upon Commonwealth's assessment of risk posed by the Subrecipient, monitoring tools may be utilized to ensure accountability and compliance with program requirements and achievement of performance goals. Monitoring tools include but are not limited to:
   a. Providing Subrecipients with training and technical assistance on program-related matters;
   b. Performing on-site reviews of the Subrecipient's program operations;
   c. Arranging for agreed-upon-procedures engagements as described in 2 CFR §200.425 Audit services; and
   d. Imposition of specific award conditions.
4. Subaward Conditions—2 CFR 200.331(c) requires the Commonwealth consider imposing specific subaward conditions upon Sub-recipients as needed, consistent with 2 CFR 200.207. The Commonwealth shall consider:
   a. Criteria set forth in 2 CFR 200.205, federal awarding agency review of risk posed by applicants;
   b. Whether the applicant or recipient has a history of failing to comply with federal award terms and conditions;
   c. Whether the applicant or recipient fails to meet expected performance goals as described in 2 CFR 200.210; and
   d. Whether the applicant or recipient is not otherwise responsible.
5. Additional Conditions—The Commonwealth may impose upon Subrecipients additional federal award conditions.
   a. Additional federal award conditions may include:
      i. Requiring payment as reimbursement rather than advance payments;
      ii. Withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given period of performance;
      iii. Requiring additional, detailed financial reports;
      iv. Requiring additional project monitoring;
      v. Requiring the non-federal entity obtain technical or management assistance; or
      vi. Establishing additional prior approvals.
   b. If the Commonwealth imposes an additional federal award condition upon Sub-recipients, the Commonwealth shall notify the Subrecipient in writing as to:
      i. The nature of the additional requirements;
      ii. The reason why the additional requirements are being imposed;
      iii. The nature of the action needed to remove the additional requirement, if applicable;
      iv. The time allowed for completing the actions if applicable, and
      v. The method for requesting reconsideration of the additional requirements imposed.
6. Removal of Conditions—Any specific condition imposed shall be promptly removed once the conditions prompting such condition has been corrected.
7. Remedies For Noncompliant Sub-recipients—2 CFR 200.331(h) requires the Commonwealth consider taking enforcement action against Subrecipients who fail to comply with federal statutes, regulations or the terms and conditions of a federal award when the Commonwealth determines that noncompliance cannot be remedied by imposing additional conditions as described above**.** In accordance with 2 CFR 200.338, the Commonwealth may take one or more of the following actions, as appropriate in the circumstances:
   a. Temporarily withhold cash payments pending correction of the deficiency by the non-Federal entity or more severe enforcement action.
   b. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
   c. Wholly or partly suspend or terminate the Federal award.
   d. Recommend to the Federal awarding agency to initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal awarding agency.
   e. Withhold further Federal awards for the project or program.
   f. Take other remedies that may be legally available.

Subcontractor Agreements – Incorporation of Terms
The Parties agree that all subcontractors performing Activities in furtherance of this contract shall be bound by the terms and conditions herein. Contractor(s) further agrees to incorporate this contract by reference in any written agreement with a subcontractor performing Activities in furtherance of this contract.

Lobbying and Political Activity
If applicable:
No funds expended or reimbursed under this contract shall be used to influence, directly or indirectly, the introduction or modification of any federal or state legislation or the outcome of any federal, state or local election, referendum, or initiative.

(a) Certification. Contractor(s) certify to the best of their knowledge and belief, that for the preceding contract period, if any, and for this current contract period:
    1. No federal funds have been paid or will be paid, by or on behalf of Contractor(s) to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative contract;
    2. If any funds, other than federal 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 contract, Contractor(s) shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying;"
    3. Contractor(s) shall require that the language of this certification be included in award documents for all sub-awards at all tiers, including subcontractors, sub-grants, and contracts under grants, loans, and cooperative contracts, and that all sub-recipients shall certify and disclose; accordingly, and
    4. 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 under section 31, U. S. C. 1352. 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 such failure.

(b) Byrd Anti-Lobbying Amendment (if applicable) 31 U.S.C. 1352 is incorporated by reference herein. Pursuant thereto, Contractor(s) that apply or bid for an award exceeding $100,000 must file required certification. 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, member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining a federal contract, grant or other award. Each tier shall disclose lobbying with non-federal funds that take place in connection with obtaining a federal award. Disclosures under this paragraph shall be forwarded tier-to-tier up to the non-federal awarding agency.

(c) The Hatch Act (if applicable) Contractor(s) agrees to comply with 5 U.S.C. 1501 *et seq*., the Hatch Act, and regulations promulgated thereunder including 5 CFR Part 151, limiting political activity of employees or officers of state or local governments whose employment is connected to an activity financed in whole or part with federal funds.

Information Ownership and Management

(a) Unless otherwise stated herein, data and information shared or acquired by the Parties in furtherance of this contract ("Data") shall be and remain the sole property of the Commonwealth. Contractor(s) and their agents and assigns shall not use Data for any other purpose not expressly authorized herein to extent permitted by state and federal law.

(b) Contractor(s) agrees to comply with KRS 61.931 *et seq*., Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, (the "Act.") To the extent Contractor(s) receives Personal Information as defined by and in accordance with the Act, in furtherance of Activities performed hereunder, Contractor(s) shall secure and protect Personal Information by, and without limitation:
    1. Utilizing security and breach investigation procedures appropriate to the nature of the Personal Information disclosed, reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation or destruction; and
    2. Notifying the Commonwealth of a security breach relating to Personal Information in the possession of practice or subcontractors without undue delay.

Financial Management System

Contractor(s) agrees to establish and maintain a financial management system which shall provide accurate, current, and complete disclosure of financial reporting for Activities in accordance with reporting requirements set forth in this contract including, without limitation:

(a) Records identifying the source and application of funds which shall contain information pertaining to federal and state funds received, obligations, unobligated balances (if applicable), assets, liabilities, expenditures and income.
(b) Effective control over and accountability for all funds, property, and assets to safeguard and assure that they are used solely for authorized purposes under this contract.
(c) Procedures for determining the reasonableness of costs in accordance with the terms and conditions of this contract; and
(d) Accounting records supported by source documentation.

Drug-Free Workplace
(a) Contractor(s) agree to comply with 41 U.S.C. 701 *et seq*., the Drug-Free Work Place Act of 1988, and maintain a drug-free workplace.
(b) Contractor(s) covenant and agree to comply with Final Rule, Government-Wide Requirements for Drug-Free Workplace (Grants), issued by the United States Office of Management and Budget, and any amendments thereto.

Environmental Standards
(a) Contractor(s) agree that Activities performed in furtherance of this contract shall comply with the Clean Air Act, the Federal Water Pollution Control Act, the Resources Conservation and Recovery Act (RCRA), the Comprehensive Environmental Response, Compensation, and Liabilities Act (CERCLA), National Environmental Policy Act (NEPA), and any other applicable federal, state, or local environmental law, regulation, or policy.
(b) Contractor(s) shall ensure that Activities shall not occur at a facility listed on the Environmental Protection Agency (EPA) list of violating facilities pursuant to 40 CFR 15 without the prior written agreement of the Commonwealth. Contractor(s) shall notify the Commonwealth immediately upon receipt of any communication from the EPA relating to performance of this contract.
(c) Contractor(s) is encouraged to integrate National Environmental Policy Act compliance and related legislation as implemented under 44 CFR and 2 CFR 200, in the execution and administration of this contract.

Preference for U.S. Flag Carriers
Contractor(s) agree to comply with 46 U.S.C. 1241(b), and regulations issued thereunder to include 46 CFR 381, concerning the use of privately-owned United States flag commercial vessels.

Debarment and Suspension
(a) Contractor(s) shall not make any award or permit any award, subgrant, or contract at any tier to any party debarred, suspended, or excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 12689, "Debarment and Suspension."
(b) The Final Rule, Government-Wide Debarment and Suspension (Non-procurement), issued by the United States Office of Management and Budget is incorporated by reference and the Second Party covenants and agrees to comply with all the provision thereof, including any amendments to the Final Rule that may hereafter be issued.

Copeland "Anti-Kickback" Act
Contractor(s) agrees to comply with 40 U.S.C. 3145, the Copeland Anti-Kickback Act, and regulations promulgated thereunder including 29 CFR 3, whereby, it shall be unlawful to induce, by force, intimidation, threat, procuring dismissal from employment, or otherwise, any person employed in the construction or repair of public buildings or public works, finance in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment.

Contract Work Hours and Safety Standards Act
Contractor(s) shall comply with 40 U.S.C. 3701 et seq., the Contract Work Hours and Safety Standards Act.

Patent Rights
The Patent Right Clause found at 37 CFR 401.12, is hereby incorporated by reference herein, which governs rights to inventions made by non-profit organizations and small business firms under government grants, contracts, and cooperative contracts.

Davis-Bacon Act (if applicable)

40 U.S.C. 3141 *et seq*. and regulations 29 CFR 5 are incorporated by reference herein. The Davis-Bacon Act requires contractors pay laborers and mechanics at prevailing wages determined by the Secretary of Labor, and to make payment at least once per week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency.

Procurement

(a) Contractor(s) shall acquire goods and service consistent with KRS 45A and applicable federal standards and procedures including, without limitation, 2 CFR 200, 44 CFR, 49 CFR, and 32 CFR.
(b) Contractor(s) agrees to comply with 41 U.S.C. 10, the Buy American Act, the Memorandum of Understanding between the United States of America and the European Economic Community on Government Procurement, and the North American Free Trade Contract (NAFTA.)
(c) Contractor(s) shall comply with the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, to procure:
    1. Items designated within Environmental Protection Agency (EPA) guideline 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000;
    2. Solid waste management services in a manner that maximizes energy and resource recovery; and

Establish an affirmative procurement program for the procurement of recovered materials identified in EPA guidelines.

Program Agreement Requirements

Revised July 2022

Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

1. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency.
2. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.
3. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. § 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

General Acknowledgements and Assurances

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

1. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.
5. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to_CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to

complete and submit this tool to DHS. The evaluation tool can be found at https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool.
The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Standard Terms & Conditions

Acknowledgement of Federal Funding from DHS

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

Activities Conducted Abroad

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Best Practices for Collection and Use of Personally Identifiable Information

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

Civil Rights Act of 1964 – Title VI

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

Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Copyright

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

Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations

restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

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

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

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

Energy Policy and Conservation Act
Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

False Claims Act and Program Fraud Civil Remedies
Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

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

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

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

Hotel and Motel Fire Safety Act of 1990
Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a

John S. McCain National Defense Authorization Act of Fiscal Year 2019
Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

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

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

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

National Environmental Policy Act
Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq. and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

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

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

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

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

Procurement of Recovered Materials
States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

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

Reporting of Matters Related to Recipient Integrity and Performance
General Reporting Requirements:

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Reporting Subawards and Executive Compensation
Reporting of first tier subawards.

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Required Use of American Iron, Steel, Manufactured Products, and Construction Materials
Recipients and subrecipients must comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act §§ 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. *See also* Office of Management and Budget (OMB), Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

Recipients and subrecipients of federal financial assistance programs for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

(1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

(3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers
When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements.
(a) When the federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:
(1) applying the domestic content procurement preference would be inconsistent with the public interest;

(2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

(3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver

requests are subject to public comment periods of no less than 15 days and must be reviewed by the OMB Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described. For awards by the Federal Emergency Management Agency (FEMA), existing waivers are available and the waiver process is described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. For awards by other DHS components, please contact the applicable DHS FAO.

To see whether a particular DHS federal financial assistance program is considered an infrastructure program and thus required to include a Buy America preference, please either contact the applicable DHS FAO, or for FEMA awards, please see Programs and Definitions: Build America, Buy America Act | FEMA.gov.

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

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

Trafficking Victims Protection Act of 2000 (TVPA)
Trafficking in Persons.

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.

Universal Identifier and System of Award Management
Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

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

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

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

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

Memorandum of Agreement Standard Terms and Conditions
Revised August 2024

1.00 Effective Date
All Memorandum of Agreements are not effective until the Secretary of the Finance and Administration Cabinet or his authorized designee has approved the agreement and until the agreement has been submitted to the government contract review committee. However, in accordance with KRS 45A.700, memoranda of agreement in aggregate amounts of $50,000 or less are exempt from review by the committee and need only be filed with the committee within 30 days of their effective date for informational purposes.

KRS 45A.695(7) provides that payments on personal service contracts and memoranda of agreement shall not be authorized for services rendered after government contract review committee disapproval, unless the decision of the committee is overridden by the Secretary of the Finance and Administration Cabinet or agency head if the agency has been granted delegation authority by the Secretary.

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

2.00 EEO Requirements
The Equal Employment Opportunity Act of 1978 applies to All State government projects with an estimated value exceeding $500,000. The contractor shall comply with all terms and conditions of the Act.

3.00 Cancellation Clause
Both parties shall have the right to terminate and cancel this contract at any time not to exceed thirty (30) days' written notice served on the Contractor by registered or certified mail.

4.00 Funding Out Provision
The state agency may terminate this agreement if funds are not appropriated to the contracting agency or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the agreement. The state agency shall provide the Contractor thirty (30) calendar day's written notice of termination of the agreement due to lack of available funding.

5.00 Reduction in Contract Worker Hours
The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional service contracts. If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the agreement will be reduced by the amount specified in that document. If the contract funding is reduced, then the scope of work related to the contract may also be reduced commensurate with the reduction in funding. This reduction of the scope shall be agreeable to both parties and shall not be considered a breach of contract.

6.00 Access to Records
The state agency certifies that it is in compliance with the provisions of KRS 45A.150, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The Contractor, as defined in KRS 45A.030, agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement for

the purpose of financial audit or program review. The Contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

7.00 Violation of tax and employment laws

KRS 45A.485 requires the Contractor and all subcontractors performing work under the contract to reveal to the Commonwealth any final determination of a violation by the Contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to corporate and utility tax, sales and use tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively. Disclosure of any violations is required prior to the award of any state contract and throughout the duration the contract.

Failure to disclose violations, shall be grounds for the Commonwealth's disqualification of a contractor or subcontractor from eligibility for future state contracts for a period of two (2) years.

To comply with KRS 45A.485, the Contractor and all subcontractors performing work under this contract shall report any such final determination(s) of any violation(s) within the previous five (5) years to the Commonwealth by providing a list of the following information regarding any violation(s): (1) specific KRS violated, (2) date of any final determination of a violation, and (3) state agency which issued the final determination.

A list of any disclosures made prior to award of a contract shall be attached to the contract. The Contractor affirms that it has not violated any of the provisions of the above statutes within the previous five (5) year period, aside from violations explicitly disclosed and attached to this contract. Contractor further affirms that it will (1) communicate the above KRS 45A.485 disclosure requirements to any subcontractors and (2) disclose any subcontractor violations it becomes aware of to the Commonwealth.

8.00 Discrimination

This section applies only to agreements disbursing federal funds, in whole or part, when the terms for receiving those funds mandate its inclusion. Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. During the performance of this agreement, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity or age. The Contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The Contractor agrees to provide, upon request, needed reasonable accommodations. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

In all solicitations or advertisements for employees placed by or on behalf of the Contractor, the Contractor will, state that all qualified applicants will receive consideration for employment

without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

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

The Contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Approvals

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

1st Party:

Signature _____ Title _____

Printed Name _____ Date _____

2nd Party:

Signature _____ Title _____

Printed Name _____ Date _____

Other Party:

Signature _____ Title _____

Printed Name _____ Date _____

Approved as to form and legality:

Attorney _____

KENTUCKY EMERGENCY MANAGEMENT
EMERGENCY MANAGEMENT ASSISTANCE PROGRAM
NON-SUPPLANTING CERTIFICATION

It is necessary to provide assurance that sub-grant funds will not be used to replace (supplant) funds that would normally be available or appropriated for the same purpose. The certificate is to be signed by the County Judge/Executive and the County Emergency Manager.

This certification is a required component of the EMA Special Project application process and affirms that federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Potential supplanting will be addressed in the application review as well as in the pre-award review, post-award monitoring, and the annual site visit.

Supplanting general definition: The act of a unit of government that reduces funds for an activity specifically because federal funds are available (or expected to be available) to fund that same activity. Supplanting is not permitted. Federal funds must be used to supplement existing State or local funds for program activities and may not replace funds that have been budgeted, appropriated, or allocated for the same purpose.

I certify I have read, understand, and agree to ensure that federal funds awarded under the Emergency Management Assistance Grant Program will not be used to supplant (replace) funds or other resources that would otherwise have been made available or previously budgeted for the county's emergency management program.

Applicant Name: Lexington Fayette Urban County Government

County Judge/Executive Name: Linda Gorton

County Judge/Executive Signature: _____

Date: _____

County Emergency Manager Name: Robert Larkin

County Emergency Manager Signature: _____

Date: 22 January 2025

KENTUCKY EMERGENCY MANAGEMENT

Andy Beshear
Governor

100 Minuteman Parkway
Frankfort, KY 40601-6168

Eric Gibson
Director

December 12, 2024

Bob Larkin
Fayette County Emergency Management
115 Cisco Road
Lexington, KY 40504

Subject: Award Communication – Emergency Management Performance Grant

Dear Director Larkin:

The Kentucky Division of Emergency Management (KYEM) would like to inform you that funding under the Federal Fiscal Year (FFY) 2024 Emergency Management Performance Grant (EMPG) program will be awarded soon. This being said, we want to communicate with our counties, the plan for the FFY 2024 award. This grant is part of KYEM's collective commitment to ensure Kentucky communities are prepared, resilient, and capable of responding to and recovering from emergencies.

This year, the EMPG allocation experienced a nationwide congressional reduction in funding, affecting all recipients across the country. Both KYEM and its county subrecipients, have faced an equal proportionate decrease in funding. We appreciate your understanding and patience as we adjust to the new award levels while striving to maintain the integrity of Kentucky's emergency management capabilities.

The 2024 Emergency Management Assistance (EMA 24) awarded to Fayette County will be $82,449.95, which represents the allocation available after the national funding reduction and KYEM's distribution of funds equitably across all eligible subrecipients. The EMA 24 formula contains a $10,000 baseline plus an allocation based on each county's percentage of the state population.

We recognize that adjusting to a reduced award may present challenges, but KYEM remains committed to providing support and resources to help your agency meet critical operational needs. KYEM is available to assist with technical guidance, grant management, and program requirements to ensure that our shared objectives are met despite the funding decrease.

This is not your award letter. In the coming weeks you will receive another email with your award letter and a contract for you to have signed.

Thank you for your continued dedication and partnership in safeguarding Kentucky's communities. Together, we will continue to enhance Kentucky's preparedness and resilience.

Sincerely,

Eric Gibson, Director
Division of Kentucky Emergency Management

RESOLUTION NO. ____-2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT AND ACCEPT AN AWARD IN THE AMOUNT OF $82,449.95 FROM THE KENTUCKY DEPARTMENT OF MILITARY AFFAIRS, DIVISION OF EMERGENCY MANAGEMENT FOR THE FY 2025 EMERGENCY MANAGEMENT ASSISTANCE PROJECT, THE ACCEPTANCE OF WHICH OBLIGATES THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF $125,000.00 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 and accept an award in the amount of $82,449.95 from the Kentucky Department of Military Affairs, Division of Emergency Management for the FY 2025 Emergency Management Assistance Project. The acceptance of which obligates the Urban County Government to the expenditure of $125,000.00 as a local match and authorizing the Mayor to transfer unencumbered funds within the grant budget.

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
120-25:MRS:4908-1987-3555, v. 1

RESOLUTION NO. 059-2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT AND ACCEPT AN AWARD IN THE AMOUNT OF $82,449.95 FROM THE KENTUCKY DEPARTMENT OF MILITARY AFFAIRS, DIVISION OF EMERGENCY MANAGEMENT FOR THE FY 2025 EMERGENCY MANAGEMENT ASSISTANCE PROJECT, THE ACCEPTANCE OF WHICH OBLIGATES THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF $125,000.00 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 and accept an award in the amount of $82,449.95 from the Kentucky Department of Military Affairs, Division of Emergency Management for the FY 2025 Emergency Management Assistance Project. The acceptance of which obligates the Urban County Government to the expenditure of $125,000.00 as a local match and authorizing the Mayor to transfer unencumbered funds within the grant budget.

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: February 20, 2025

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

120-25:MRS:4908-1987-3555, v. 1

Commonwealth of Kentucky
CONTRACT

Document Number:	SC	095	2500000932	**Version:** 1
Record Date:	12/27/2024			
Document Description:	FY2024 EMA Program Funds (EMPG 2024 Cycle)			
Cited Authority:	KRS39A.030 Grant activity-Div of Emergency Mgmt			
Reason for Modification:				

Issuer Contact:

Name: Karen Stockton
Phone: 502-607-5716
E-mail: KAREN.S.STOCKTON3.NFG@army.mil

Vendor Name:

Multiple Provider

702 Capitol Avenue

OMPS
Frankfort KY 40601

Vendor No. ZZMISCPROC

Vendor Contact
Name: No Contact
Phone: XXX-XXX-XXXX
E-mail:

Effective From: 2024-10-01 **Effective To:** 2026-09-30

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		FY2024 EMA Program Funds	$0.000000	$2,202,021.00	$2,202,021.00

Extended Description:

1. FAIN # EMA-2024-EP-05007

2. Federal award date is August 23, 2024.

3. The purpose of the EMPG Program is to provide Federal funds to states to assist state and local governments in preparing for all hazards, as authorized by Section 662 of the Post Katrina Emergency Management Reform Act (6 U.S.C. Section 762) and the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. Section 5121 et seq.) The FY 2023 EMPG will provide federal funds to assist state and local emergency management agencies to obtain the resources required to support the National Preparedness Goals associated mission areas and core capabilities.

4. Federal awarding agency is the Department of Homeland Security, Federal Emergency Management Agency FEMA, Region IV) Pass-through entity is the Commonwealth of Kentucky, Department of Military Affairs, Division of Emergency Management.

5. CFDA # 97.042, Emergency Management Performance Grant Program (EMPG) $4,959,824.00(Federal Share)

6. Federal Award Period: October 1, 2024, through September 30, 2026

Shipping Information:	Billing Information:
DMA - Division of Emergency Management	DMA - Division of Emergency Management

100 Minuteman Pkwy Bldg 110 Frankfort KY 40601	100 Minuteman Pkwy Bldg 110 Frankfort KY 40601

TOTAL CONTRACT AMOUNT	**$2,202,021.00**

Memorandum of Agreement Terms and Conditions

This Memorandum of Agreement (MOA) is entered into, by and between the Commonwealth of Kentucky, Department of Military Affairs, Division of Emergency Management ("the "Commonwealth") and each of one hundred and twenty (120) local jurisdictions of the Commonwealth ("the Contractor") to establish an agreement for an Emergency Management Assistance (EMA) program funded by a federal Emergency Management Performance Grant (EMPG) program. This MOA is effective from October 1, 2024, through September 30, 2026.

Scope of Services:
(This MOA implements elements of an EMPG program authorized by Catalog of Federal Domestic Assistance (CFDA) 97.042 and administered by the First Party. Approved support includes project scope and associated expenses identified in 2020 KYEM EMA Guidance, 2024 Federal Emergency Management Agency (FEMA) EMPG Funding Opportunity Announcement, and the FEMA Preparedness Grants Manual, April 2024.

One hundred nineteen local jurisdictions within the Commonwealth of Kentucky (including, e.g. Adair, Allen, Anderson, Ballard, Barren, Bath, Bell, Boone, Bourbon, Boyd, Boyle, Bracken, Breathitt, Breckinridge, Bullitt, Butler, Caldwell, Calloway, Campbell, Carlisle, Carroll, Carter, Casey, Christian, Clark, Clay, Clinton, Crittenden, Cumberland, Daviess, Edmonson, Elliott, Estill, Fleming, Floyd, Fulton, Gallatin, Garrard, Grant, Graves, Grayson, Green, Greenup, Hancock, Hardin, Harlan, Harrison, Hart, Henderson, Henry, Hickman, Hopkins, Jackson, Jessamine, Johnson, Kenton, Knott, Knox, Larue, Lawrence, Lee, Leslie, Letcher, and Lewis Counties; Lexington-Fayette Urban County Government; Lincoln, Livingston, Logan, Louisville Jefferson Metro Government, Lyon, McCracken, McCreary, McLean, Madison, Magoffin, Marion, Marshall, Martin, Mason, Meade, Menifee, Mercer, Metcalfe, Monroe, Montgomery, Morgan, Muhlenberg, Nelson, Nicholas, Ohio, Oldham, Owen, Owsley, Pendleton, Perry, Pike, Powell, Pulaski, Robertson, Rockcastle, Rowan, Russell, Scott, Shelby, Simpson, Spencer, Taylor, Todd, Trigg, Trimble, Union, Warren, Washington, Wayne, Webster, Whitley (Laurel), Wolfe, and Woodford Counties; and the City of Frankfort) are contemplated individually, as eligible Contractors/Second Parties hereto as defined by KRS 45A.030 (9), and agree that they are willing, available, and qualified to perform the scope of work as detailed in this contract and as specifically outlined.

Performance Specifications:
The second party shall submit twelve operational claims or until second party allocation is met during the period of performance of October 1, 2024, through September 30, 2026. Operational claims include regular allocation expenditures to include but not limited to salary, mileage, utilities, etc.

Operational Claim #1 - October 2024
Operational Claim #2 - November 2024
Operational Claim #3 - December 2024
Operational Claim #4 - January 2025
Operational Claim #5 - February 2025
Operational Claim #6 - March 2025
Operational Claim #7 - April 2025
Operational Claim #8 - May 2025
Operational Claim #9 - June 2025
Operational Claim #10 - July 2025
Operational Claim #11 - August 2025
Operational Claim #12 - September 2025

The Second Party may submit additional claims if allocation has not been met after the submission of all operational claims. The remaining allocation shall be encumbered from October 1, 2025, through March 31, 2026. Allocations not encumbered by March 31, 2026 shall be reallocated for Additional Allocation Funding requests. The Additional Allocation funding request period shall be April 1, 2026, through September 30, 2026.

1. Successful completion by the Second Parties shall include the following deliverables:

   (a) Within 15 days of the end of each month, the Second Party shall ensure that the local emergency management agency (LEMA) shall upload to www.kyemweb.com, (WEBEOC) a completed claim of reimbursement using KYEM Form 160-1, which shall be signed by the Local Emergency Management Director and Second Party jurisdiction's Treasurer. Supporting documentation shall be in accordance with KYEM Standard Operating Procedures - Reimbursement Guidelines for all Kentucky Emergency Management Grants.

(b) The Second Party shall complete Quarterly Performance and Financial Reports within WebEOC on or before the following dates:

For Year One: First Quarter (October 1 through December 31) Due: January 15; Second Quarter (January 1 through March 31) Due: April 15; Third Quarter (April 1 through June 30) Due: July 15; and Fourth Quarter (July 1 through September 30) Due: October 15.

For Year Two: Fifth Quarter (October 1 through December 31) Due: January 15; Sixth Quarter (January 1 through March 31) Due: April 15; Seventh Quarter (April 1 through June 30) Due: July 15; and Eighth Quarter (July 1 through September 30) Due: October 15.

Quarterly reports shall be based on the Second Party's EMA work plan approved by KYEM. Additional quarterly reports may be required to be filed by the Second Party subject to extension of the period of performance.

2. The First Party shall notify a Second Party that has not expended all available funds to submit a revised work plan and budget. Second Parties are advised that failing to respond to such notification by the First Party may result in partial or complete reduction in funding in the sole discretion of the KYEM Director (the "Director.")
3. The Director shall review the performance and expenditure history of each Second Party quarterly and at any time, may reallocate funds necessary to meet the immediate need of the First Party or a Second Party.

Scope of Work:

1) The Second Party shall accomplish goals and objectives as presented through the annual program guidance issued by the Director and the results of internal and external evaluations of capabilities by both federal and Commonwealth evaluations.

2) The First Party shall notify the Second Party in writing of allocation amounts made thereto, based upon program analysis. The Director may designate an increase or decrease in allocation amounts to a Second Party based upon the Second Party's performance and/or subject to program requirements.

3) Allocation amounts shall be pursuant to KRS 39C.010 and 39C.020; up to, but no more than, 50% of total local funds expended by the Second Party.

4) Second Party contributions shall be at least 50% of eligible expenses. Federal funds provide a maximum of 50% reimbursement of eligible expenses.

5) Payments shall be made in the form of Electronic Funds Transfer (EFT) to an account designated by the Second Party jurisdiction's fiscal officer.

6) Eligible grant reimbursements shall be made for the grant period of October 1, 2024, through September 30, 2026.

7) Additional allocations for projects shall begin on October 1, 2024, and conclude on September 30, 2026.

8) Each Second Party jurisdiction shall develop a Local Distribution Management Plan ("Plan") to be incorporated into their jurisdiction's Emergency Operations Plan. This plan shall include sections with information on the following seven (7) components: 1. Requirement Defining; 2. Resource Ordering; 3. Distribution Methods; 4. Inventory Management; 5. Transportation; 6. Staging and; 7. Demobilization. Second Parties shall ensure their jurisdiction uses a KYEM template to complete the Plan and shall report to the First Party on Plan progress on a quarterly basis.

9) The Second Party shall ensure its jurisdiction submits damage assessments to the State EOC on a quarterly basis using applications provided by KYEM.

10) The Second Party shall report immediately before, during, and after a disaster event concerning the event's impact, impact to critical facilities, and needed resources. The Second Party shall use the reporting structure provided by KYEM when providing event information to the State EOC. Reporting structures are designed to highlight priority areas and interdependencies, focus attention on actions being taken, communicate coordination efforts towards stabilization, and integrate information.

11) Personnel funded pursuant to this MOA shall complete the following training within one (1) year of hire: (1) NIMS Training 100, 200, 700, 800; and (2) either the Emergency Management Institute Professional Development Series, or the Emergency Management Professionals Program Basic Academy.

12) Personnel funded pursuant to this MOA shall participate in at least three (3) exercises annually. Exercises shall be designed using the Homeland Security Exercise and Evaluation Program. The Second Party shall ensure that personnel proof of participation is provided to the First Party by uploading said proof into the jurisdiction's WebEOC portal.

13) To be considered for reimbursement, equipment must be deemed eligible for EMPG funding as detailed in the FEMA *Authorized Equipment List* (AEL).

Pricing:
The total contract amount is for $2,202,021.00. Payments from the contract will be made through the reimbursement process, whereby the Second Party provides backup for the expenditures and is reimbursed after review by the First Party.

The Second Party fees and expenses relative to the performance of the scope of services outlined in this Contract and in the detailed attachment(s) to this contract shall not exceed the Total Order Amount as set forth on signature page of this Contract. The subject services and functions are to be performed during the term of this contract as set forth on page 1. It is understood that this contract is not effective and binding until approved by the Secretary of the Finance and Administration Cabinet and/or Legislative Research Commission's Government Contract Review Committee per KRS 45A.705.

Payment by the First Party to the Second Party shall be made only after receipt of appropriate, acceptable and timely invoice, as so described in this Contract, and as submitted in written or electronic format to the First Party by the Second Party. The preferred method of payment will be through electronic funds transfer.

(a) The contractor shall be reimbursed for no other expenses than those, which have been expressly detailed in this Contract. All direct charges shall be documented to support the direct charging of the expense.

(b) Where applicable:

(i) Invoicing for fee: The contractor's fee shall be original invoice(s) and shall be documented by the contractor. The invoice(s) must conform to the method prescribed in the specifications of this contract.

(ii) Invoicing for travel expenses: The contractor must follow instructions prescribed in the specifications of this contract. Either original or certified copies of receipts must be submitted for airline tickets, motel bills, restaurant charges, rental car charges, and other miscellaneous expenses.

(iii) Invoicing for miscellaneous expenses: The contractor must follow instructions prescribed in the specifications of this contract. Expenses submitted shall be documented by original or certified copies.

The contractor shall be paid no travel expense unless and except as specifically authorized under the specifications of this contract. Unless otherwise indicated, travel reimbursement shall be in accordance with 200 KAR 2:006. No travel time nor travel expenses will be included in the Second Party's or any subcontractor's hourly rates.

Agency Standard Terms and Conditions – Emergency Management Pass-through Agreements
Revised 2023 June

General
(a) Extension and Amendment. The terms and conditions of this contract may be modified by written agreement of the Parties pursuant to KRS Chapter 45A and subject to the approval of the Secretary of the Finance and Administration Cabinet and/or the Legislative Research Commission's Government Contracts Review Committee.
(b) Successors and Assigns. The Parties shall not assign any right herein without the written consent of the other party. Covenants made herein shall bind and inure to the benefit of any successors and assigns of the Parties whether or not expressly assumed or acknowledged by such successors or assigns.

(c) Entire Contract. This document forms the entire contract between the Parties. Prior discussions and understandings concerning the scope and subject matter are superseded and incorporated into the express terms herein.
(d) Severability. If any provision of this contract is held judicially invalid, the remainder shall continue in force and effect to the extent not inconsistent with such holding.
(e) Breach of Contract. Breach or violation of Terms and Conditions shall be cause for termination of contract.
(f) Waiver. Waiver of enforcement of any term or condition herein upon an event of breach shall not automatically extend to any other or future event of breach.
(g) Change of Circumstances. The Parties shall promptly notify each other of any legal impediment, change of circumstances, pending litigation, or any other event or condition that may adversely affect their ability to carry out this contract.
(h) Liability and Indemnity. Nothing in this contract shall be construed as an indemnification by or among the Parties for liabilities of the first or second party or any third person for property loss, damage, death, or personal injury ("Claims") arising out of and during the performance of this Contract.
(i) Applicable Federal Laws and Regulations. This contract is incidental to the implementation of a federal grant program and accordingly, shall be governed by and construed according to federal law to the extent it may affect the right, remedies, and obligations of the United States.

Federal Grant Subrecipient Requirements

To the extent not inconsistent with the express terms of this contract, 49 CFR 18, Uniform Administrative Requirements for Grants and Cooperative Contracts and 2 CFR 200, Subpart E, Cost Principles, are hereby incorporated by reference herein. Consistent therewith, the Commonwealth, as a pass-through entity for federal awards, shall monitor the performance of federal grant subrecipients (the "Subrecipients") and impose requirements upon Subrecipients in order for the Commonwealth to meet its responsibility to the federal awarding agency including without limitation, the identification of required financial and performance reports.

(a) Audits. Subrecipients agree to comply with federally-mandated audits. The Commonwealth agrees to review required audits promptly.
   1. Pursuant to 2 CFR 200.501, Subrecipients expending more than $750,000 in federal grant monies per fiscal year shall conduct a single or program-specific audit for that fiscal year within nine (9) months of the end thereof and shall provide the final audit report to the Commonwealth within thirty (30) days of receipt.
   2. Pursuant to 2 CFR 200.512, Contractor(s) that are a governmental entity, institution of higher learning, or other nonprofit institution, shall procure an annual audit within nine (9) months of closing of the fiscal year and shall fully comply with Federal Audit Clearinghouse audit submission requirements. The Commonwealth shall access and review audit reporting packages and data collection forms from the Federal Audit Clearinghouse as soon as practicable after the required submission. Notwithstanding the foregoing, the Commonwealth may require Contractor(s) provide it with a copy of any required audit.

(b) Reporting. Subrecipients agree to comply with federally-mandated reporting.
   1. Pursuant to 2 CFR 200.112, Subrecipients shall disclose to the Commonwealth in writing and within five (5) days of having knowledge of any real or potential conflict of interest that may arise during the administration of the federal award. For this paragraph, "conflict of interest" is defined by applicable federal, state, and local statutes or regulations, and Sub-recipients' policies.
   2. Pursuant to 2 CFR 200.338, Subrecipients shall disclose to the federal awarding agency and to the Commonwealth in writing and within thirty (30) days of discovering of any violation of federal criminal law concerning fraud, bribery, or gratuity violations which may affect the federal award; failure to act in strict conformity with this section may result in the imposition of any remedy authorized thereby.

(c) Monitoring. The Commonwealth agrees to monitor Subrecipients.

1. Risk Analysis—2 CFR 200.331(b) requires the Commonwealth evaluate each Subrecipient's risk of noncompliance with federal statutes, regulations, and the terms and conditions of the award for purposes of determining appropriate Subrecipient monitoring, which may include consideration of such factors as:
   a. The Subrecipient's prior experience with the same or similar awards;
   b. The results of previous audits, including whether or not the Subrecipient receives a single audit and the extent to which the same or similar award has been audited as a major program;
   c. Whether Subrecipient has new personnel or new or substantially changed systems; and
   d. The extent and results of federal awarding agency monitoring (e.g., if the Subrecipient also receives federal awards directly from a federal awarding agency.)

2. Monitoring Activities—2 CFR 200.331(d) requires the Commonwealth, as the pass-through entity, monitor the activities of Sub-recipients to ensure performance goals are achieved and that awards are used for authorized purposes and in compliance with federal statutes, regulations, and the terms and conditions of the award. Monitoring of the Subrecipient must include:

a. Reviewing financial and performance reports required by the First Party;
b. Following-up and ensuring that the Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the Subrecipient from the First Party detected through audits, on-site reviews, and other means; and
c. Issuing a management decision for audit findings pertaining to the Federal award provided to the Subrecipient from the First Party as required by 2 CFR §200.521 Management decision.

3. Monitoring Tools—Depending upon Commonwealth's assessment of risk posed by the Subrecipient, monitoring tools may be utilized to ensure accountability and compliance with program requirements and achievement of performance goals. Monitoring tools include but are not limited to:
   a. Providing Subrecipients with training and technical assistance on program-related matters;
   b. Performing on-site reviews of the Subrecipient's program operations;
   c. Arranging for agreed-upon-procedures engagements as described in 2 CFR §200.425 Audit services; and
   d. Imposition of specific award conditions.
4. Subaward Conditions—2 CFR 200.331(c) requires the Commonwealth consider imposing specific subaward conditions upon Sub-recipients as needed, consistent with 2 CFR 200.207. The Commonwealth shall consider:
   a. Criteria set forth in 2 CFR 200.205, federal awarding agency review of risk posed by applicants;
   b. Whether the applicant or recipient has a history of failing to comply with federal award terms and conditions;
   c. Whether the applicant or recipient fails to meet expected performance goals as described in 2 CFR 200.210; and
   d. Whether the applicant or recipient is not otherwise responsible.
5. Additional Conditions—The Commonwealth may impose upon Subrecipients additional federal award conditions.
   a. Additional federal award conditions may include:
      i. Requiring payment as reimbursement rather than advance payments;
      ii. Withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given period of performance;
      iii Requiring additional, detailed financial reports;
      iv Requiring additional project monitoring;
      v. Requiring the non-federal entity obtain technical or management assistance; or
      vi Establishing additional prior approvals.
   b. If the Commonwealth imposes an additional federal award condition upon Sub-recipients, the Commonwealth shall notify the Subrecipient in writing as to:
      i. The nature of the additional requirements;
      ii. The reason why the additional requirements are being imposed;
      iii The nature of the action needed to remove the additional requirement, if applicable;
      iv The time allowed for completing the actions if applicable, and
      v. The method for requesting reconsideration of the additional requirements imposed.
6. Removal of Conditions—Any specific condition imposed shall be promptly removed once the conditions prompting such condition has been corrected.
7. Remedies For Noncompliant Sub-recipients—2 CFR 200.331(h) requires the Commonwealth consider taking enforcement action against Subrecipients who fail to comply with federal statutes, regulations or the terms and conditions of a federal award when the Commonwealth determines that noncompliance cannot be remedied by imposing additional conditions as described above. In accordance with 2 CFR 200.338, the Commonwealth may take one or more of the following actions, as appropriate in the circumstances:
   a. Temporarily withhold cash payments pending correction of the deficiency by the non-Federal entity or more severe enforcement action.
   b. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
   c. Wholly or partly suspend or terminate the Federal award.
   d. Recommend to the Federal awarding agency to initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal awarding agency.
   e. Withhold further Federal awards for the project or program.
   f. Take other remedies that may be legally available.

Subcontractor Agreements – Incorporation of Terms
The Parties agree that all subcontractors performing Activities in furtherance of this contract shall be bound by the terms and conditions herein. Contractor(s) further agrees to incorporate this contract by reference in any written agreement with a subcontractor performing Activities in furtherance of this contract.

Lobbying and Political Activity
If applicable:
No funds expended or reimbursed under this contract shall be used to influence, directly or indirectly, the introduction or modification of any federal or state legislation or the outcome of any federal, state or local election, referendum, or initiative.

(a) Certification. Contractor(s) certify to the best of their knowledge and belief, that for the preceding contract period, if any, and for this current contract period:
   1. No federal funds have been paid or will be paid, by or on behalf of Contractor(s) to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative contract;
   2. If any funds, other than federal 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 contract, Contractor(s) shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying;"
   3. Contractor(s) shall require that the language of this certification be included in award documents for all sub-awards at all tiers, including subcontractors, sub-grants, and contracts under grants, loans, and cooperative contracts, and that all sub-recipients shall certify and disclose; accordingly, and
   4. 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 under section 31, U. S. C. 1352. 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 such failure.

(b) Byrd Anti-Lobbying Amendment (if applicable) 31 U.S.C. 1352 is incorporated by reference herein. Pursuant thereto, Contractor(s) that apply or bid for an award exceeding $100,000 must file required certification. 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, member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining a federal contract, grant or other award. Each tier shall disclose lobbying with non-federal funds that take place in connection with obtaining a federal award. Disclosures under this paragraph shall be forwarded tier-to-tier up to the non-federal awarding agency.

(c) The Hatch Act (if applicable) Contractor(s) agrees to comply with 5 U.S.C. 1501 *et seq.*, the Hatch Act, and regulations promulgated thereunder including 5 CFR Part 151, limiting political activity of employees or officers of state or local governments whose employment is connected to an activity financed in whole or part with federal funds.

Information Ownership and Management

(a) Unless otherwise stated herein, data and information shared or acquired by the Parties in furtherance of this contract ("Data") shall be and remain the sole property of the Commonwealth. Contractor(s) and their agents and assigns shall not use Data for any other purpose not expressly authorized herein to extent permitted by state and federal law.

(b) Contractor(s) agrees to comply with KRS 61.931 *et seq.*, Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, (the "Act.") To the extent Contractor(s) receives Personal Information as defined by and in accordance with the Act, in furtherance of Activities performed hereunder, Contractor(s) shall secure and protect Personal Information by, and without limitation:
   1. Utilizing security and breach investigation procedures appropriate to the nature of the Personal Information disclosed, reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation or destruction; and
   2. Notifying the Commonwealth of a security breach relating to Personal Information in the possession of practice or subcontractors without undue delay.

Financial Management System

Contractor(s) agrees to establish and maintain a financial management system which shall provide accurate, current, and complete disclosure of financial reporting for Activities in accordance with reporting requirements set forth in this contract including, without limitation:

(a) Records identifying the source and application of funds which shall contain information pertaining to federal and state funds received, obligations, unobligated balances (if applicable), assets, liabilities, expenditures and income.
(b) Effective control over and accountability for all funds, property, and assets to safeguard and assure that they are used solely for authorized purposes under this contract.
(c) Procedures for determining the reasonableness of costs in accordance with the terms and conditions of this contract; and
(d) Accounting records supported by source documentation.

Drug-Free Workplace
(a) Contractor(s) agree to comply with 41 U.S.C. 701 *et seq.*, the Drug-Free Work Place Act of 1988, and maintain a drug-free workplace.
(b) Contractor(s) covenant and agree to comply with Final Rule, Government-Wide Requirements for Drug-Free Workplace (Grants), issued by the United States Office of Management and Budget, and any amendments thereto.

Environmental Standards
(a) Contractor(s) agree that Activities performed in furtherance of this contract shall comply with the Clean Air Act, the Federal Water Pollution Control Act, the Resources Conservation and Recovery Act (RCRA), the Comprehensive Environmental Response, Compensation, and Liabilities Act (CERCLA), National Environmental Policy Act (NEPA), and any other applicable federal, state, or local environmental law, regulation, or policy.
(b) Contractor(s) shall ensure that Activities shall not occur at a facility listed on the Environmental Protection Agency (EPA) list of violating facilities pursuant to 40 CFR 15 without the prior written agreement of the Commonwealth. Contractor(s) shall notify the Commonwealth immediately upon receipt of any communication from the EPA relating to performance of this contract.
(c) Contractor(s) is encouraged to integrate National Environmental Policy Act compliance and related legislation as implemented under 44 CFR and 2 CFR 200, in the execution and administration of this contract.

Preference for U.S. Flag Carriers
Contractor(s) agree to comply with 46 U.S.C. 1241(b), and regulations issued thereunder to include 46 CFR 381, concerning the use of privately-owned United States flag commercial vessels.

Debarment and Suspension
(a) Contractor(s) shall not make any award or permit any award, subgrant, or contract at any tier to any party debarred, suspended, or excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 12689, "Debarment and Suspension."
(b) The Final Rule, Government-Wide Debarment and Suspension (Non-procurement), issued by the United States Office of Management and Budget is incorporated by reference and the Second Party covenants and agrees to comply with all the provision thereof, including any amendments to the Final Rule that may hereafter be issued.

Copeland "Anti-Kickback" Act
Contractor(s) agrees to comply with 40 U.S.C. 3145, the Copeland Anti-Kickback Act, and regulations promulgated thereunder including 29 CFR 3, whereby, it shall be unlawful to induce, by force, intimidation, threat, procuring dismissal from employment, or otherwise, any person employed in the construction or repair of public buildings or public works, finance in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment.

Contract Work Hours and Safety Standards Act
Contractor(s) shall comply with 40 U.S.C. 3701 et seq., the Contract Work Hours and Safety Standards Act.

Patent Rights
The Patent Right Clause found at 37 CFR 401.12, is hereby incorporated by reference herein, which governs rights to inventions made by non-profit organizations and small business firms under government grants, contracts, and cooperative contracts.

Davis-Bacon Act (if applicable)

40 U.S.C. 3141 *et seq*. and regulations 29 CFR 5 are incorporated by reference herein. The Davis-Bacon Act requires contractors pay laborers and mechanics at prevailing wages determined by the Secretary of Labor, and to make payment at least once per week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency.

Procurement

(a) Contractor(s) shall acquire goods and service consistent with KRS 45A and applicable federal standards and procedures including, without limitation, 2 CFR 200, 44 CFR, 49 CFR, and 32 CFR.
(b) Contractor(s) agrees to comply with 41 U.S.C. 10, the Buy American Act, the Memorandum of Understanding between the United States of America and the European Economic Community on Government Procurement, and the North American Free Trade Contract (NAFTA.)
(c) Contractor(s) shall comply with the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, to procure:
    1. Items designated within Environmental Protection Agency (EPA) guideline 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000;
    2. Solid waste management services in a manner that maximizes energy and resource recovery; and

Establish an affirmative procurement program for the procurement of recovered materials identified in EPA guidelines.

Program Agreement Requirements
Revised July 2022

Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

1. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency.
2. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.
3. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. § 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

General Acknowledgements and Assurances

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

1. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.
5. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to_CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to

complete and submit this tool to DHS. The evaluation tool can be found at https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool.
The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

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

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

Age Discrimination Act of 1975
Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Americans with Disabilities Act of 1990
Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

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

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

Civil Rights Act of 1968
Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

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

Debarment and Suspension
Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations

restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

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

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

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

Energy Policy and Conservation Act
Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

False Claims Act and Program Fraud Civil Remedies
Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

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

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

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

Hotel and Motel Fire Safety Act of 1990
Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a

John S. McCain National Defense Authorization Act of Fiscal Year 2019
Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

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

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

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

National Environmental Policy Act
Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq. and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

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

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

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

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

Procurement of Recovered Materials
States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

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

Reporting of Matters Related to Recipient Integrity and Performance
General Reporting Requirements:

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Reporting Subawards and Executive Compensation
Reporting of first tier subawards.

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Required Use of American Iron, Steel, Manufactured Products, and Construction Materials
Recipients and subrecipients must comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act §§ 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. *See also* Office of Management and Budget (OMB), Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

Recipients and subrecipients of federal financial assistance programs for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

(1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

(3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers
When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements.
(a) When the federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:
(1) applying the domestic content procurement preference would be inconsistent with the public interest;

(2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

(3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver

requests are subject to public comment periods of no less than 15 days and must be reviewed by the OMB Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described. For awards by the Federal Emergency Management Agency (FEMA), existing waivers are available and the waiver process is described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. For awards by other DHS components, please contact the applicable DHS FAO.

To see whether a particular DHS federal financial assistance program is considered an infrastructure program and thus required to include a Buy America preference, please either contact the applicable DHS FAO, or for FEMA awards, please see Programs and Definitions: Build America, Buy America Act | FEMA.gov.

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

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

Trafficking Victims Protection Act of 2000 (TVPA)
Trafficking in Persons.

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.

Universal Identifier and System of Award Management
Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

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

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

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

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

Memorandum of Agreement Standard Terms and Conditions
Revised August 2024

1.00 Effective Date
All Memorandum of Agreements are not effective until the Secretary of the Finance and Administration Cabinet or his authorized designee has approved the agreement and until the agreement has been submitted to the government contract review committee. However, in accordance with KRS 45A.700, memoranda of agreement in aggregate amounts of $50,000 or less are exempt from review by the committee and need only be filed with the committee within 30 days of their effective date for informational purposes.

KRS 45A.695(7) provides that payments on personal service contracts and memoranda of agreement shall not be authorized for services rendered after government contract review committee disapproval, unless the decision of the committee is overridden by the Secretary of the Finance and Administration Cabinet or agency head if the agency has been granted delegation authority by the Secretary.

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

2.00 EEO Requirements
The Equal Employment Opportunity Act of 1978 applies to All State government projects with an estimated value exceeding $500,000. The contractor shall comply with all terms and conditions of the Act.

3.00 Cancellation Clause
Both parties shall have the right to terminate and cancel this contract at any time not to exceed thirty (30) days' written notice served on the Contractor by registered or certified mail.

4.00 Funding Out Provision
The state agency may terminate this agreement if funds are not appropriated to the contracting agency or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the agreement. The state agency shall provide the Contractor thirty (30) calendar day's written notice of termination of the agreement due to lack of available funding.

5.00 Reduction in Contract Worker Hours
The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional service contracts. If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the agreement will be reduced by the amount specified in that document. If the contract funding is reduced, then the scope of work related to the contract may also be reduced commensurate with the reduction in funding. This reduction of the scope shall be agreeable to both parties and shall not be considered a breach of contract.

6.00 Access to Records
The state agency certifies that it is in compliance with the provisions of KRS 45A.150, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The Contractor, as defined in KRS 45A.030, agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement for

the purpose of financial audit or program review. The Contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

7.00 Violation of tax and employment laws

KRS 45A.485 requires the Contractor and all subcontractors performing work under the contract to reveal to the Commonwealth any final determination of a violation by the Contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to corporate and utility tax, sales and use tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively. Disclosure of any violations is required prior to the award of any state contract and throughout the duration the contract.

Failure to disclose violations, shall be grounds for the Commonwealth's disqualification of a contractor or subcontractor from eligibility for future state contracts for a period of two (2) years.

To comply with KRS 45A.485, the Contractor and all subcontractors performing work under this contract shall report any such final determination(s) of any violation(s) within the previous five (5) years to the Commonwealth by providing a list of the following information regarding any violation(s): (1) specific KRS violated, (2) date of any final determination of a violation, and (3) state agency which issued the final determination.

A list of any disclosures made prior to award of a contract shall be attached to the contract. The Contractor affirms that it has not violated any of the provisions of the above statutes within the previous five (5) year period, aside from violations explicitly disclosed and attached to this contract. Contractor further affirms that it will (1) communicate the above KRS 45A.485 disclosure requirements to any subcontractors and (2) disclose any subcontractor violations it becomes aware of to the Commonwealth.

8.00 Discrimination

This section applies only to agreements disbursing federal funds, in whole or part, when the terms for receiving those funds mandate its inclusion. Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. During the performance of this agreement, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity or age. The Contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The Contractor agrees to provide, upon request, needed reasonable accommodations. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

In all solicitations or advertisements for employees placed by or on behalf of the Contractor, the Contractor will, state that all qualified applicants will receive consideration for employment

without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

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

The Contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Approvals

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

Digitally signed by JONES.CHARLES.THOMAS.1104180716
Date: 2024.12.09 06:29:00 -05'00'

Signature — Executive Director (Title)

Charles T. Jones (Printed Name) — 9 December 2024 (Date)

2nd Party:

Signature — EM DIRECTOR (Title)

RAYMOND KINNEY (Printed Name) — 12/06/2024 (Date)

Other Party:

Signature — Title

Printed Name — Date

Approved as to form and legality:

Attorney

Approvals

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

1st Party:

Signature	Title
Printed Name	Date

2nd Party:

Linda Gorton	Mayor
Signature	Title
Linda Gorton	2-25-25
Printed Name	Date

Other Party:

Signature	Title
Printed Name	Date

Approved as to form and legality:

Attorney

KENTUCKY EMERGENCY MANAGEMENT
EMERGENCY MANAGEMENT ASSISTANCE PROGRAM
NON-SUPPLANTING CERTIFICATION

It is necessary to provide assurance that sub-grant funds will not be used to replace (supplant) funds that would normally be available or appropriated for the same purpose. The certificate is to be signed by the County Judge/Executive and the County Emergency Manager.

This certification is a required component of the EMA Special Project application process and affirms that federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Potential supplanting will be addressed in the application review as well as in the pre-award review, post-award monitoring, and the annual site visit.

Supplanting general definition: The act of a unit of government that reduces funds for an activity specifically because federal funds are available (or expected to be available) to fund that same activity. Supplanting is not permitted. Federal funds must be used to supplement existing State or local funds for program activities and may not replace funds that have been budgeted, appropriated, or allocated for the same purpose.

I certify I have read, understand, and agree to ensure that federal funds awarded under the Emergency Management Assistance Grant Program will not be used to supplant (replace) funds or other resources that would otherwise have been made available or previously budgeted for the county's emergency management program.

Applicant Name: Lexington Fayette Urban County Government

County Judge/Executive Name: Mayor Linda Gorton

County Judge/Executive Signature: Mayor Linda Gorton

Date: 2-25-2025

County Emergency Manager Name: Robert Larkin

County Emergency Manager Signature: [signature]

Date: 22 January 2025

Scanned to Celtra in Grants 2/26/25

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0121-25

File ID:	0121-25	**Type:**	Resolution	**Status:**	Approved
Version:	2	**Contract #:**	031-2025	**In Control:**	Urban County Council
				File Created:	01/27/2025
File Name:	Request Council authorization to execute an agreement with the Kentucky Transportation Cabinet to accept federal funds in the amount of $576,000 for the construction of the Brighton Trail Connection Project. The acceptance obligates the Urban County Gover			**Final Action:**	02/20/2025

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement with Commonwealth of Ky. Transportation Cabinet to accept $576,000 in Federal funding for the Brighton Trail Connection Project to construct a twelve-foot-wide shared-use path from the existing trail in Liberty Park to the sidewalk on the east side of Liberty Rd., the Urban County Government acknowledges and agrees to ratify and adopt all Statements, Representations, Warranties, Covenants and Agreements contained in this Agreement, the acceptance of which obligates the Urban County Government to the expenditure of $144,000 as a local match and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Engineering, Burton]

Notes: 2/25/25 - Taken down to the Mayors for Signature - SC

Original returned to Celia via pick up, CILOO in CCO 2.26.25 AA

Sponsors:		**Enactment Date:**	02/20/2025
Attachments:	Contract #031-2025, 25-Bluesheet Memo - Brighton Trail Connection, Brighton Trail Connection 07-03042-MOA - Unsigned, BA 13493, Concept Map, 121-25 BRIGHTON TRAIL 4897-1954-2293 v.1.docx, R-060-2025	**Enactment Number:**	R-060-2025
Deed #:		**Hearing Date:**	
Drafter:	Katrina James	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	Urban County Council Work Session	02/04/2025	Approved and Referred to Docket	Urban County Council	02/06/2025		Pass

2	Urban County Council	02/06/2025	Received First Reading	Urban County Council	02/20/2025	
2	Urban County Council	02/20/2025	Approved			Pass

Text of Legislative File 0121-25

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement with Commonwealth of Ky. Transportation Cabinet to accept $576,000 in Federal funding for the Brighton Trail Connection Project to construct a twelve-foot-wide shared-use path from the existing trail in Liberty Park to the sidewalk on the east side of Liberty Rd., the Urban County Government acknowledges and agrees to ratify and adopt all Statements, Representations, Warranties, Covenants and Agreements contained in this Agreement, the acceptance of which obligates the Urban County Government to the expenditure of $144,000 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 $576,000 for the construction of the Brighton Trail Connection Project. The acceptance obligates LFUCG $144,000 in local match for a total construction phase cost of $720,000. Budget amendment is in progress. (L0121-25) (Burton/Albright)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Michael Sanner, 1/27/2025

Risk Management: N/A

Fully Budgeted: Budget amendment is in process.

Account Number: 3160-303202-3251-90313

This Fiscal Year Impact: $720,000

Annual Impact: $0

Project: BRIGHTON_2025

Activity: CONSTRUCT

Budget Reference: 2025

Current Balance: BA in process

AGREEMENT BETWEEN
THE COMMONWEALTH OF KENTUCKY TRANSPORTATION CABINET
AND
LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT
BRIGHTON TRAIL CONNECTION / 07-03042.00
FEDERAL PROJECT NUMBER 4003031
SC-628-2500001125
$576,000.00

This AGREEMENT is made and entered into by and between the Commonwealth of Kentucky, Transportation Cabinet, hereinafter the "CABINET" and the LFUCG hereinafter the "RECIPIENT".

WITNESSETH:

WHEREAS, the Federal Highway Administration (FHWA), through the CABINET, has approved $576,000.00 in federal funding for the Brighton Trail Connection hereinafter the "PROJECT", known as Federal Project Number 4003031 and the applicable Assistance Listing number is 20.205-Highway Planning and Construction,

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, 2026 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 $576,000.00 (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 $576,000.00 in Federal reimbursement funding available as authorized in Phases for eligible PROJECT costs. The RECIPIENT shall be responsible for any ineligible costs,, and any costs in excess of $576,000.00 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 # Chief District Engineer in Office Location 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 RECIPENT'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.

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

Date: _____

_____
Jim Gray, Secretary

Date: _____

LFUCG:

Approved as to form and legality:

_____
Attorney

Date: _____

Linda Gorton
Mayor

Date: _____

ATTACHMENT A
SCOPE OF WORK AND BUDGET SUMMARY

Scope of Work:
RECIPIENT UEI NUMBER: K4A4SNZG2YY9

Brighton Trail Connection - This project will construct a 12 ft. wide shared use path from the existing trail in Liberty Park to the sidewalk on the east side of Liberty Rd in Lexington

Budget:

		Federal Funds (TAP)	Local Funds	Toll Credits/ State Match	Total
Current MOA	Design Phase Funding: Cabinet Program# 1818701D	$1,000.00	-	$250.00	$1,250.00
	Construction Phase Funding: Recipient Program# 1818701C	$576,000.00	$144,000.00	-	$720,000.00
	Construction Phase Funding: Cabinet Program# 1818702C	$57,600.00	-	$14,400.00	$72,000.00
Design Phase Total for Cabinet		**$1,000.00**	**-**	**$250.00**	**$1,250.00**
Construction Phase Total for Recipient		**$576,000.00**	**$144,000.00**		**$720,000.00**
Construction Phase Total for Cabinet		**$57,600.00**		**$14,400.00**	**$72,000.00**

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.

ATTACHMENT B

ATTACH A RESOLUTION HERE

An acceptable Resolution shall contain:
The project name, description, and amount of funds being provided by the Agreement.

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: Ryan Hughes	Position with RECIPIENT: Municipal Engineer Sr.
E-mail: rhughes@lexingtonky.gov	Phone: 859-490-8068
Signature: Ryan Hughes	

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 2-26-2025

Mayor Date

ATTACHMENT D
MAINTENANCE PLAN

MAYOR LINDA GORTON

LEXINGTON

THERESA REYNOLDS
DIRECTOR
GRANTS & SPECIAL PROGRAMS

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

FROM: **THERESA REYNOLDS, DIRECTOR**
DIVISION OF GRANTS AND SPECIAL PROGRAMS

DATE: **JANUARY 24, 2025**

SUBJECT: **KYTC Agreement for Brighton Trail Connection – Construction Phase**

Request: Council authorization to execute an agreement with the Kentucky Transportation Cabinet to accept federal funds in the amount of $576,000 for the construction of the Brighton Trail Connection Project. The acceptance obligates the Urban County Government for the expenditure of $144,000 in local match for a total construction phase cost of $720,000.

Purpose of Request: The Kentucky Transportation Cabinet has awarded the Lexington-Fayette Urban County Government federal funds from the Transportation Alternatives Program (TAP) for the construction of the Brighton Trail Connection Project. This project will construct a shared use path from the existing trail in Liberty Park to the sidewalk on the east side of Liberty Rd. In the short term, this project will extend the existing Brighton Trail and provide a connection to the sidewalk along Liberty Rd. Longer term, this will become a segment of the larger Brighton Trail project connecting east Lexington to Downtown.

What is the cost in this budget year and future budget years? $576,000 has been awarded and local match of $144,000 is required for a total cost of $720,000 in FY 2025. Future years funding is dependent upon availability of grant funding.

Are the funds budgeted? Budget amendment is in process.

File Number: 0121-25

Director/Commissioner: Burton/Albright

AGREEMENT BETWEEN
THE COMMONWEALTH OF KENTUCKY TRANSPORTATION CABINET
AND
LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT
BRIGHTON TRAIL CONNECTION / 07-03042.00
FEDERAL PROJECT NUMBER 4003031
SC-628-2500001125
$576,000.00

This AGREEMENT is made and entered into by and between the Commonwealth of Kentucky, Transportation Cabinet, hereinafter the "CABINET" and the LFUCG hereinafter the "RECIPIENT".

WITNESSETH:

WHEREAS, the Federal Highway Administration (FHWA), through the CABINET, has approved $576,000.00 in federal funding for the Brighton Trail Connection hereinafter the “PROJECT”, known as Federal Project Number 4003031 and the applicable Assistance Listing number is 20.205-Highway Planning and Construction,

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, 2026 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 $576,000.00 (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 $576,000.00 in Federal reimbursement funding available as authorized in Phases for eligible PROJECT costs. The RECIPIENT shall be responsible for any ineligible costs,, and any costs in excess of $576,000.00 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 # Chief District Engineer in Office Location 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 RECIPENT'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.

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: _____

LFUCG:

Approved as to form and legality:

_____	_____
Attorney	Mayor
Date: _____	Date: _____

ATTACHMENT A
SCOPE OF WORK AND BUDGET SUMMARY

Scope of Work:

RECIPIENT UEI NUMBER: K4A4SNZG2YY9

Brighton Trail Connection - This project will construct a 12 ft. wide shared use path from the existing trail in Liberty Park to the sidewalk on the east side of Liberty Rd in Lexington

Budget:

		Federal Funds (TAP)	Local Funds	Toll Credits/ State Match	Total
Current MOA	Design Phase Funding: Cabinet Program# 1818701D	$1,000.00	-	$250.00	$1,250.00
	Construction Phase Funding: Recipient Program# 1818701C	$576,000.00	$144,000.00	-	$720,000.00
	Construction Phase Funding: Cabinet Program# 1818702C	$57,600.00	-	$14,400.00	$72,000.00
Design Phase Total for Cabinet		**$1,000.00**	**-**	**$250.00**	**$1,250.00**
Construction Phase Total for Recipient		**$576,000.00**	**$144,000.00**		**$720,000.00**
Construction Phase Total for Cabinet		**$57,600.00**		**$14,400.00**	**$72,000.00**

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.

ATTACHMENT B

ATTACH A RESOLUTION HERE

An acceptable Resolution shall contain:
The project name, description, and amount of funds being provided by the Agreement.

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:	Position with RECIPIENT:
E-mail:	Phone:
Signature:	

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.

_____
Mayor Date

ATTACHMENT D
MAINTENANCE PLAN

Search in Menu

LFUCG Budget Amendment Request Form

Requester: Moore,Celia E **Date:** 01/27/2025 **Status:** Pending Approval **Amend Nbr:** 13493

Business Unit: LFUCG **Journal Date:** 01/27/2025 **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	90313	Construction-Hike/Bike Trails	720,000.00	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	576,000.00	035224	055143	
2	3160	303202	3251	45915	Transfer From Municipal Aid	144,000.00	035224	055143	

Project/Grant Revenue

Project/Grant Expenditures

Comments:

To establish grant budget for KYTC Transportation Alternative Program (TAP) award for Brighton Trail Connection (BRIGHTON_2025)

Net Amend Amt: 0.00

Submit for Approval

Save Add

NO.	REVISIONS	DATE:

PROPOSED BRIGHTON TRAIL

BRIGHTON TRAIL CONNECTION
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
LEXINGTON, KENTUCKY

JOB NO. 2815.322

PROJECT MGR. CKW

STRAND ASSOCIATES®

SHEET
EXHIBIT

File: S:\LEX\2800--2899\2815\322\Drawings\CAD\Exhibit\Brighton Public Meeting Exhibit (North Zone).dwg Time: Jul 16, 2024 - 4:44pm

RESOLUTION NO. ____-2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH COMMONWEALTH OF KENTUCKY TRANSPORTATION CABINET TO ACCEPT $576,000.00 IN FEDERAL FUNDING FOR THE BRIGHTON TRAIL CONNECTION PROJECT TO CONSTRUCT A TWELVE-FOOT-WIDE SHARED-USE PATH FROM THE EXISTING TRAIL IN LIBERTY PARK TO THE SIDEWALK ON THE EAST SIDE OF LIBERTY ROAD, THE URBAN COUNTY GOVERNMENT ACKNOWLEDGES AND AGREES TO RATIFY AND ADOPT ALL STATEMENTS, REPRESENTATIONS, WARRANTIES, COVENANTS AND AGREEMENTS CONTAINED IN THIS AGREEMENT, THE ACCEPTANCE OF WHICH OBLIGATES THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF $144,000.00 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 Commonwealth of Kentucky Transportation Cabinet to accept $576,000.00 in federal funding for the Brighton Trail Connection Project to construct a twelve-foot-wide shared use path from the existing trail in Liberty Park to the sidewalk on the east side of Liberty Road. By receiving these funds, the Urban County Government acknowledges and agrees to ratify and adopt all statements, representations, warranties, covenants, and agreements contained in this agreement. The acceptance of which obligates the Urban County Government to the expenditure of $144,000.00 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
121-25:MRS:4897-1954-2293, v. 1

RESOLUTION NO. 060-2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH COMMONWEALTH OF KENTUCKY TRANSPORTATION CABINET TO ACCEPT $576,000.00 IN FEDERAL FUNDING FOR THE BRIGHTON TRAIL CONNECTION PROJECT TO CONSTRUCT A TWELVE-FOOT-WIDE SHARED-USE PATH FROM THE EXISTING TRAIL IN LIBERTY PARK TO THE SIDEWALK ON THE EAST SIDE OF LIBERTY ROAD, THE URBAN COUNTY GOVERNMENT ACKNOWLEDGES AND AGREES TO RATIFY AND ADOPT ALL STATEMENTS, REPRESENTATIONS, WARRANTIES, COVENANTS AND AGREEMENTS CONTAINED IN THIS AGREEMENT, THE ACCEPTANCE OF WHICH OBLIGATES THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF $144,000.00 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 Commonwealth of Kentucky Transportation Cabinet to accept $576,000.00 in federal funding for the Brighton Trail Connection Project to construct a twelve-foot-wide shared use path from the existing trail in Liberty Park to the sidewalk on the east side of Liberty Road. By receiving these funds, the Urban County Government acknowledges and agrees to ratify and adopt all statements, representations, warranties, covenants, and agreements contained in this agreement. The acceptance of which obligates the Urban County Government to the expenditure of $144,000.00 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: February 20, 2025

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

121-25:MRS:4897-1954-2293, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0122-25

File ID:	0122-25	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	045-2025	**In Control:**	Urban County Council
				File Created:	01/27/2025
File Name:	Mann Solar installation of solar photovoltaics FS#19			**Final Action:**	02/20/2025

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute the Professional Services Agreement (awarded pursuant to RFP No. 60-2024) with Mann Solar for the installation of a roof-mounted solar photovoltaic system on Fire Station # 19, at a cost not to exceed $31,217.68. [Div. of Environmental Services, Carey]

Notes: In office 2/13/2025. MS

SAF in the CCO. REturned to Sandra B.via IOM 3/7/2025. MS

Sponsors:		**Enactment Date:**	02/20/2025
Attachments:	bluesheet memo Mann FS 19 Solar, Professional Services Agreement RFP 60-2024, RFP-60-2024-Exhibit A, Mann-Proposal-Exhibit B, RESO 0122-25 - Solar agreement fire station 19 4933-2875-8807 v.1.docx, R-061-2025, Contract #045-2025	**Enactment Number:**	R-061-2025
Deed #:		**Hearing Date:**	
Drafter:	Sandra Burke	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	02/04/2025	Approved and Referred to Docket	Urban County Council	02/06/2025		Pass
1	Urban County Council	02/06/2025	Received First Reading	Urban County Council	02/20/2025		
1	Urban County Council	02/20/2025	Approved				Pass

Text of Legislative File 0122-25

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute the Professional Services Agreement (awarded pursuant to RFP

No. 60-2024) with Mann Solar for the installation of a roof-mounted solar photovoltaic system on Fire Station # 19, at a cost not to exceed $31,217.68. [Div. of Environmental Services, Carey]

Summary

Authorization to execute an Agreement with Mann Solar to install a roof-mounted solar photovoltaic system on Fire Station #19, for an amount not to exceed $31,217.68. Funds are Budgeted. (L0122-25)(Carey/Albright)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Evan Thompson, January 27, 2025

Fully Budgeted: Yes

Account Number: 1105-313201-3099-91012

This Fiscal Year Impact: $31,217.68

Annual Impact: $

Project: SOLAR_PV_2025

Activity: BUILD_IMPR

Budget Reference: 2025

Current Balance: $175,000.00

MAYOR LINDA GORTON

LEXINGTON

JENNIFER M. CAREY, P.E.
DIRECTOR
ENVIRONMENTAL SERVICES

TO: Mayor Linda Gorton
Urban County Council

FROM: Jennifer M. Carey
Jennifer M. Carey, P.E., Director
Division of Environmental Services

DATE: January 27, 2025

SUBJECT: Request authorization to execute an agreement with Mann Solar for the installation of solar photovoltaics on Fire Station #19

Request
The purpose of this memorandum is to request Council authorization for the Mayor to execute an agreement with Mann Solar to install a roof-mounted solar photovoltaic system on Fire Station #19. The amount of the agreement is not-to-exceed $31,217.68.

Why are you requesting?
The selection committee has recommended the selection of Mann Solar as the solar installation contractor in response to RFP #60-2024 Solar PV Installation of Fire Station #19. The services procured by this contract support LFUCG's policy on energy efficiency to reduce usage of electricity, lower utility costs, and demonstrate environmental stewardship.

What is the cost in this budget year and future budget years?
The cost for FY25 is not-to-exceed $31,217.68. There will not be any cost in future budget years.

Are the funds budgeted?
The funds are fully budgeted in: 1105-313201-3099-91012 2024 SOLAR_PV_2025 BUILD_IMPR

File Number: 0122-25

Director / Commissioner: Carey / Albright

pc: Chief Jason Wells

PROFESSIONAL SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of January 27th, 2025 between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and MANN SOLAR (**PROFESSIONAL**). **OWNER** intends to proceed with a roof-mounted solar photovoltaic systems in Lexington, Kentucky as described in the attached Request for Proposal document. The services are to include design and installation of solar photovoltaic systems for the city as described in the **OWNER**'s Request for Proposal No. 60-2024. The services are hereinafter referred to as the Project.

OWNER and **PROFESSIONAL** in consideration of their mutual covenants herein agree in respect of the performance of design and installation services by **PROFESSIONAL** and the payment for those services by **OWNER** as set forth below.

PROFESSIONAL was selected by **OWNER** based upon its response to the Request for Proposal No. 60-2024.

PROFESSIONAL shall provide design and installation of solar photovoltaic systems for **OWNER** in all phases of the Project to which this Agreement applies, serve as **OWNER'S** representative for the Project as set forth below and shall give professional consultation and advice to **OWNER** during the performance of services hereunder.

SECTION 1 - BASIC SERVICES OF PROFESSIONAL

PROFESSIONAL shall perform all services as hereinafter stated which include customary planning and analysis incidental thereto.

The following documents are incorporated by reference herein as if fully stated and are attached hereto as exhibits:

RFP No. 60-2024 (Exhibit "A")
PROFESSIONAL'S proposal received 1/8/2025 (Exhibit "B"), 92 pages

To the extent there is conflict among their provisions, the provisions of this Agreement shall take precedence, followed by the provisions of Request for Proposal No. 60-2024 (Exhibit "A"), followed by the provisions of Exhibit "B".

In addition to the services provided in Exhibits "A" and "B", the following services shall also be included:

1. **PROFESSIONAL** shall provide detailed drawings to document the electrical interconnection for review by **OWNER** prior to commencement of installation. At a minimum, drawings are to include AC/DC disconnect locations, panel breaker connection points, over current protection devices, and backfeed capacity calculations; and

After written authorization to proceed with the Project, **PROFESSIONAL** shall:

1. Notify the **OWNER** in writing of its authorized representative who shall act as Project Manager and liaison representative between the **PROFESSIONAL** and the **OWNER**.

2. Design and install a roof-mounted solar photovoltaic system as proposed in Exhibit "B" and subject to the "System Requirements" and "Contractor Requirements" as defined in Exhibit "A", "Scope of Work".

This Agreement, together with the Exhibits and schedules identified above constitutes the entire Agreement between **OWNER** and **PROFESSIONAL** and supersedes all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

The General Provisions of RFP No. 60-2024 are incorporated herein by reference as if fully stated.

SECTION 2 - ADDITIONAL SERVICES BY PROFESSIONAL

2.1. The **OWNER** may desire to have the **PROFESSIONAL** perform work or render services in connection with this Project other than those services provided herein. Such work shall be considered as "Additional Services", subject to a change order, supplemental to this Agreement, setting forth the character and scope thereof and the compensation therefore. Work under such change order shall not proceed until the **OWNER** gives written authorization. Should the **OWNER** find it desirable to have previously satisfactorily completed and accepted plans or parts thereof revised, the **PROFESSIONAL** shall make such revisions as directed, in writing, by the **OWNER**. This work shall be considered as "Additional Services" and shall be paid as such.

2.2. All "Additional Services" is subject to prior written authorization of **OWNER** and necessary appropriations made by the Urban County Council.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

3.1. Provide criteria and information as to **OWNER'S** requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.

3.2. Assist **PROFESSIONAL** by placing at its disposal available information pertinent to the Project.

3.3. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **PROFESSIONAL**, and render in writing decisions

pertaining thereto within a reasonable time so as not to delay the services of **PROFESSIONAL**.

3.4. Designate in writing a person to act as **OWNER'S** representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define **OWNER'S** policies and decisions with respect to materials, equipment, elements and systems pertinent to **PROFESSIONAL'S** services.

3.5. Give written notice to **PROFESSIONAL** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **PROFESSIONAL'S** services, or any defect in the work of Contractor(s).

3.6. Furnish or direct **PROFESSIONAL** to provide, necessary Additional Services as stipulated in Section Two (2) of this Agreement or other services as required.

SECTION 4 - PERIOD OF SERVICES

4.1. Time is of the essence. See Exhibit "A" (attached) pertaining to substantial completion of services.

4.2. The provisions of this Section Four (4) and the various rates of compensation for **PROFESSIONAL'S** services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion.

4.3 If delays result by reason of acts of the **OWNER** or approving agencies or other causes, which are beyond the control of the **PROFESSIONAL**, an extension of time for such delay will be considered. If delays occur, the **PROFESSIONAL** shall within 30 days from the date of the delay apply in writing to the **OWNER** for an extension of time for such reasonable period as may be mutually agreed upon between the parties, and if approved, the Project schedule shall be revised to reflect the extension. Such extension of time to the completion date shall in no way be construed to operate as a waiver on the part of the **OWNER** of any of its rights in the Agreement. Section 6.5, under DISPUTES, of this Agreement, shall apply in the event the parties cannot mutually agree upon an extension of time.

In the event that the overall delay resulting from the above described causes is sufficient to prevent complete performance of the Agreement within six (6) months of the time specified therein, the Agreement fee or fees shall be subject to reconsideration and possible adjustment. Section 6.5 of this Agreement shall apply in the event the parties cannot mutually agree upon an adjustment of fee.

4.4. If delays result solely by reason of act of the **PROFESSIONAL**, the **PROFESSIONAL** must immediately notify the **OWNER** in the event of such delay, and provide the **OWNER** a written action plan within five (5) business days on how

it will reasonably attempt to resolve the delay. If the parties cannot mutually agree to an extension of time or an adjustment, Section 6.5 of this Agreement shall apply. If the delay would prevent complete performance of the project within six (6) months of the time specified herein, **OWNER** shall have the option of canceling the project or otherwise adjusting the scope of service or work and any related fees.

SECTION 5 - PAYMENTS TO PROFESSIONAL

5.1 Methods of Payment for Services of PROFESSIONAL

5.1.1 For Basic Services.

All Lump Sum Pricing shall include all direct labor and supervision necessary to complete the item in a manner that meets or exceeds the **OWNER'S** satisfaction. It shall also include the labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies, administrative salaries, F.I.C.A. sick and vacations, etc. disposal fees tool allowance, equipment, materials, profit and all other costs used on the job). The negotiated cost of services is established in Exhibit "B" per "Price Proposal Form", page 43 of 92.

5.2. Times of Payment.

5.2.1. **PROFESSIONAL** shall submit a schedule of values subject to approval by the **OWNER** prior to starting work. The approved schedule of values will be the basis for monthly statements for Basic Services and Additional Services rendered. The Statements will be based upon **PROFESSIONAL'S** estimate of the proportion of the total services actually completed at the time of billing and are subject to approval by the **OWNER**. **OWNER** shall pay **PROFESSIONAL'S** monthly statements within thirty (30) days of receipt.

5.3. Other Provisions Concerning Payments.

5.3.1. In the event the Agreement is terminated by the **OWNER** without fault on the part of the **PROFESSIONAL**, the **PROFESSIONAL** shall be paid for the work performed or services rendered in an amount bearing the same ratio to the total Agreement fee as the amount of work completed or partially completed and delivered to the **OWNER** is to the total amount of work provided for herein, as determined by mutual agreement between the **OWNER** and the **PROFESSIONAL**.

5.3.2. In the event the services of the **PROFESSIONAL** are terminated by the **OWNER** for fault on the part of the **PROFESSIONAL**, the **PROFESSIONAL** shall be paid reasonable value of the work performed or services rendered and delivered, and the amount to be paid shall be determined by the **OWNER**.

5.3.3. In the event the **PROFESSIONAL** shall terminate the Agreement because of gross delays caused by the **OWNER**, the **PROFESSIONAL** shall be paid as set forth in Section 5.3.1. above.

SECTION 6 – ADDITIONAL GENERAL CONSIDERATIONS

6.1. Termination

6.1.1. **PROFESSIONAL** may only terminate this Agreement due to **OWNER'S** material breach of the terms hereof which breach causes **PROFESSIONAL** to be unable to perform its duties and responsibilities under this Agreement, and only upon ten (10) days written notice to **OWNER**, and provided **OWNER** fails to cure such default within the ten (10) day period.

6.1.2. The **OWNER** reserves the right to terminate the Agreement for any reason at any time upon seven (7) days written notice to the **PROFESSIONAL**.

6.2. Ownership and Reuse of Documents.

All documents, including Drawings and Specifications, prepared by the **PROFESSIONAL** pursuant to this Agreement shall be delivered to and become the property of the **OWNER**. The **OWNER** shall have the right to reuse same without restriction or limitation, but without liability or legal exposure to **PROFESSIONAL**.

6.3. Legal Responsibilities and Legal Relations.

6.3.1. The **PROFESSIONAL** shall familiarize itself with and shall at all times comply with all federal, state and local laws, ordinances, and regulations which in any manner affect the services of this Agreement.

6.3.2. In performing the services hereunder, the **PROFESSIONAL** and its **PROFESSIONALS**, employees, agents and representatives shall not be deemed or construed to be employees of **OWNER** in any manner whatsoever. Except as otherwise provided in this Agreement, the **PROFESSIONAL** shall be acting as an independent contractor. The **PROFESSIONAL** shall not hold itself out as, nor claim to be, an officer or employee of **OWNER** by reason hereof and shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of **OWNER**. The **PROFESSIONAL** shall be solely responsible for any claims for wages or compensation by **PROFESSIONAL'S** employees, agents and representatives, including **PROFESSIONALS**, and shall save and hold **OWNER** harmless therefrom.

6.3.3. The parties hereto agree that causes of actions between the parties shall be governed by applicable provisions of the Kentucky Revised Statutes, that venue of any legal action shall be a court of appropriate jurisdiction in Fayette County, Kentucky, and that Kentucky law shall apply with respect to the interpretation of any provision of this Agreement.

6.4. Successors and Assigns.

6.4.1. **PROFESSIONAL** binds itself and its partners, successors, executors, administrators, assigns and legal representatives to this Agreement in respect to all covenants, agreements and obligations of this Agreement. **PROFESSIONAL** shall not assign any interest, obligation or benefit in this Agreement. **PROFESSIONAL**

shall not assign any interest, obligation or benefit in this Agreement or transfer any interest in the same, whether by assignment or novation, without prior written consent of **OWNER**.

6.4.2. The **PROFESSIONAL** shall not subcontract more than fifty percent (50%) of the work, based upon dollar value, to be provided under this Agreement. The **PROFESSIONAL** shall obtain written approval prior to subletting or assigning any services contained in this Agreement, and consent to sublet or assign any part of this Agreement shall not be construed to relieve the **PROFESSIONAL** of any responsibility for compliance with the provisions of this Agreement.

6.4.3. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than **OWNER** and **PROFESSIONAL**.

6.5. Disputes.

Except as otherwise provided in this Agreement, any dispute concerning the amount of payment due the **PROFESSIONAL** or any dispute concerning any question of fact of any act to be performed under this Agreement, which is not disposed of by agreement between the Urban County Division of Central Purchasing and the **PROFESSIONAL**, shall be submitted to the Commissioner, Department of General Services, Lexington-Fayette Urban County Government for review. The decision of the Commissioner as to the determination of such dispute shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith. Pending a final decision of a dispute hereunder, the **PROFESSIONAL** shall proceed diligently with the performance of the Agreement in accordance with the directions of the **OWNER**.

6.6. Accuracy of PROFESSIONAL'S Work.

The **PROFESSIONAL** shall be required to perform this Agreement in accordance with the degree of ordinary and reasonable skill and care usually exercised by solar industry professionals prevailing at the time, place and under similar conditions as the services hereunder are rendered.

The **PROFESSIONAL** shall be responsible for the accuracy of all work, even though Drawings and Specifications have been accepted by the **OWNER**, and shall make all revisions or corrections resulting from errors and/or omissions on the part of the **PROFESSIONAL**, without additional compensation. By submission of reports, calculations and Drawings and Specifications to the **OWNER**, the **PROFESSIONAL** has made a statement that, to the best of its belief and knowledge, the information is accurate. Failure on the part of **PROFESSIONAL** to provide the expected level of accuracy may be grounds for the **OWNER** to terminate this Agreement.

6.7. Security Clause.

The **PROFESSIONAL** certifies that it shall not at any time release or divulge any information concerning the services covered by this Agreement to any person or any public

or private organization except the **OWNER** without prior approval of the **OWNER** unless required by law.

6.8. Access to Records.

The **PROFESSIONAL** and its sub-**PROFESSIONALS** shall maintain all books, documents, papers, and accounting records relating to this service agreement, and make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of final payment under the contract for inspection by the **OWNER**, and copies thereof shall be furnished if requested. Failure to maintain such records for three (3) years after the date of final payment may be grounds for the **OWNER** to disqualify the **PROFESSIONAL** from consideration for future **PROFESSIONAL** service agreements.

6.9. Required Risk Management Provisions.

The Risk Management Provisions of RFP No. 60-2024 are incorporated herein by reference as if fully stated. Copies of the required Certificates of Insurance shall be provided to **OWNER** as required therein.

SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this service agreement, the **PROFESSIONAL** agrees as follows:

7.1. The **PROFESSIONAL** will not discriminate against any employee or application for employment because of race, color, religion, national origin, sex, age or handicap. The **PROFESSIONAL** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, sex, age or handicap. Such action shall include, but not be limited to the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The **PROFESSIONAL** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

7.2 The **PROFESSIONAL** will, in all solicitations or advertisements for employees placed by or on behalf of the **PROFESSIONAL**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, age (between forty and seventy), or handicap.

SECTION 8 - SPECIAL PROVISIONS

8.1. This Agreement is subject to the following provisions.

8.1.2. Pursuant to subparagraph 3.4 of this Agreement, **OWNER'S** representative is authorized to monitor, direct and review the performance of work of the **PROFESSIONAL**. Documents, data, reports and all matters associated with carrying out this Agreement shall be addressed to the **OWNER'S** representative or their designee. Questions by the **PROFESSIONAL** regarding interpretations of the terms, provisions and requirements under this Agreement shall be addressed to the **OWNER'S** representative or their designee. The **PROFESSIONAL** shall look only to the **OWNER'S** representative or their designee for direction in its performance under this Agreement; no other direction shall be binding upon **OWNER**. **OWNER** shall respond to written requests by **PROFESSIONAL** within thirty (30) days.

8.2. **NO THIRD PARTY RIGHTS.** This agreement does not create a contractual relationship with or right of action in favor of a third party against either **OWNER** or **PROFESSIONAL.**

8.3. **UNENFORCEABLE TERMS/SURVIVABILITY**. If any term or provision of this Agreement shall be found to be illegal or unenforceable, this Agreement shall remain in full force and such term or provision shall be deemed stricken. The provisions of Section 6 of this Agreement shall survive its termination.

8.4. **NON-WAIVER.** The failure of either party to enforce any right reserved to it in this Agreement shall not be a waiver of any such right to which the party is entitled.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

OWNER (LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT):

Signature: _____
MAYOR

Date:_____

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL

PROFESSIONAL (MANN SOLAR):

Signature: _____

Printed Name: _____

Position: _____

Date:_____

COMMONWEALTH OF KENTUCKY
COUNTY OF (_____)

The foregoing instrument was subscribed, sworn to and acknowledged before me by

_____ as _____ for

and on behalf of _____, on this the _____ day of

_____, 20____.

My commission expires: _____

_____
NOTARY PUBLIC, STATE AT LARGE, KY
4862-8745-9509, v. 1

Lexington-Fayette
Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #60-2024 Solar PV Installation at Fire Station #19** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received through Ion Wave until **2:00 PM**, prevailing local time, on **January 8, 2024.** All forms and information requested in RFP must be included and attached in Response Attachments tab in Ion Wave.

Proposals received after the date and time set for opening proposals will not be accepted. It is the sole responsibility of the Proposer to assure that his/her proposal is submitted in Ion Wave before the date and time set for opening proposals.

Proposals, once submitted, may not be withdrawn for a period of ninety (90) calendar days.

The Lexington-Fayette Urban County Government reserves the right to reject any or all proposals, and to waive technicalities and informalities when such waiver is determined by the Lexington-Fayette Urban County Government to be in its best interest.

Signature of this proposal by the Proposer constitutes acceptance by the Proposer of terms, conditions and requirements set forth herein.

Minor exceptions may not eliminate the proposal. Any exceptions to the specifications established herein shall be listed in detail on a separate sheet and attached hereto. The Lexington-Fayette Urban County Government shall determine whether any exception is minor.

The Lexington-Fayette Urban County Government encourages the participation of minority- and women-owned businesses in Lexington-Fayette Urban County Government contracts. This proposal is subject to Affirmative Action requirements attached hereto.

A pre-RFP meeting is scheduled for December 11, 2024, 1:00 pm, 3360 Huffman Mill Pike, Lexington, KY.

Please do not contact any LFUCG staff member or any other person involved in the selection process other than the designated contact person(s) regarding the project contemplated under this RFP while this RFP is open and a selection has not been finalized. Any attempt to do so may result in disqualification of the firm's submittal for consideration.

Laws and Regulations

All applicable state laws, municipal ordinances and regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.

Equal Employment Opportunity

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

Kentucky Equal Employment Opportunity Act

The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any "county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin;

(2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin;

(3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provision of the nondiscrimination clauses required by this section; and

(4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses."

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

(1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetables.

(2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

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

(1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.

(2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.

(3) The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

LFUCG Non-Appropriation Clause

Contractor acknowledges that the LFUCG is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of the LFUCG's obligations under this contract, then this contract shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the LFUCG shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

In the event of a change in the LFUCG's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the LFUCG's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to the LFUCG upon written notice to Contractor of such limitation or change in the LFUCG's legal authority.

Contention Process

Vendors who respond to this invitation have the right to file a notice of contention associated with the RFP process or to file a notice of appeal of the recommendation made by the Director of Central Purchasing resulting from this invitation.

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

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

AMERICAN RESCUE PLAN ACT

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

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

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

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

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

3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
(1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided

advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.
Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
4. If fulfillment of the contract requires the contractor to employ mechanic’s or laborers, the contractor further agrees that it can and will comply with the following:
(1) Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.
(2) Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or

permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
(3) Withholding for unpaid wages and liquidated damages. LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.
5. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

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

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

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

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

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

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

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

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

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

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

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

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

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

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

_____ _____

Signature Date

SELECTION CRITERIA:

The LFUCG's Selection Committee shall consider the following factors when it evaluates the proposals received:

1.	Company Profile / Experience	15 points
2.	Project Team	15 points
3.	Technical Approach	30 points
4.	Price Proposal	40 points

Proposals shall contain the appropriate information necessary to evaluate based on these criteria. A committee composed of government employees as well as representatives of relevant user groups will evaluate the proposals.

Questions regarding this RFP shall be addressed through: https://lexingtonky.ionwave.net

Affirmative Action Plan

All vendors must submit as a part of the proposal package the following items to the Urban County Government:

1. Affirmative Action Plan for his/her firm;
2. Current Work Force Analysis Form;

Failure to submit these items as required may result in disqualification of the submitter from award of the contract. All submissions should be directed to:

Director, Division of Procurement
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

Standard Title VI Assurance

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

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.

- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.

- Section 503 of the Rehabilitation Act of 1973 states:

  The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.

- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

  The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

****

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

in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

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

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.

_____ _____

Signature *Name of Business*

WORKFORCE ANALYSIS FORM

Name of Organization: _____

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

Prepared by: _____Date: _____/_____/_____

(Name and Title)

Revised 2015-Dec-15

DIRECTOR, DIVISION OF 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

Firm Submitting Proposal: _____

Complete Address: _____
Street City Zip

Contact Name: _____ Title: _____

Telephone Number: _____ Fax Number: _____

Email address: _____

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**

LEXINGTON

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.

> **<u>Note</u>: 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.

<u>Note</u>: 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

GENERAL PROVISIONS

1. Each Respondent shall comply with all Federal, State & Local regulations concerning this type of service or good.

   The Respondent agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, *29 U.S.C. 650 et. seq.*, as amended, and KRS Chapter 338. The Respondent also agrees to notify the LFUCG in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Respondent agrees to indemnify, defend and hold the LFUCG harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.

3. Addenda: All addenda and IonWave Q&A, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.

4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.

5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.

6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked “modifications of proposal”.

7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.

8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.

9. Additional Information: While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,

10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.

11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.

12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

(1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties

(2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.

(3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
   (a) Failure to perform the contract according to its terms, conditions and specifications;
   (b) Failure to make delivery within the time specified or according

to a delivery schedule fixed by the contract;

(c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;

(d) Failure to diligently advance the work under a contract for construction services;

(e) The filing of a bankruptcy petition by or against the contractor; or

(f) Actions that endanger the health, safely or welfare of the LFUCG or its citizens.

B. At Will Termination

Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent**,** Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. Assignment of Contract: The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.

14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.

15. Authority to do Business: The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must

be signed by a duly authorized officer, agent or employee of the Respondent.

16. Governing Law: This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

17. Ability to Meet Obligations: Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.

18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.

19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.

_____ _____

Signature Date

INDEMNIFICATION AND HOLD HARMLESS PROVISION

(1) It is understood and agreed by the parties that Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.

(2) CONTRACTOR shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by CONTRACTOR's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the CONTRACTOR; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.

(3) In the event LFUCG is alleged to be liable based upon the above, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.

(4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.

(5) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONTRACTOR acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONTRACTOR in any manner.

(6) 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.

FINANCIAL RESPONSIBILITY

BIDDER/CONTRACTOR understands and agrees that it shall demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions prior to final acceptance of its bid and the commencement of any work or provision of goods.

INSURANCE REQUIREMENTS

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

Required Insurance Coverage

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

Coverage	**Limits**
General Liability (Insurance Services Office Form CG 00 01)	$1 million per occurrence, $2 million aggregate or $2 million combined single limit
Auto Liability	$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	$100K
Professional (E&O) Liability	$1 million per claim
Excess/Umbrella Liability	$1 million per occurrence

The policies above shall contain the following conditions:

a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.

b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.

c. 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 BIDDER/CONTRACTOR's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage

Safety and Loss Control

CONTRACTOR shall comply with all applicable federal, state, and local safety standards related to the performance of its works or services under this Agreement and take necessary action to protect the life, health and safety and property of all of its personnel on the job site, the public, and LFUCG.

Verification of Coverage

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

Right to Review, Audit and Inspect

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

DEFAULT

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

00548704

SCOPE OF WORK

Location

3360 Huffman Mill Pike, Fire Station #19

Introduction

LFUCG is soliciting proposals from qualified solar PV providers to design and install a roof-mounted solar photovoltaic system at Fire Station #19. Respondents must demonstrate experience designing, planning, permitting and constructing complete solar electric systems in the jurisdiction of the local utility provider.

An award under this RFP will be made to the respondent with the overall best value proposal, not necessarily the lowest price. Proposals will be evaluated and scored based on the evaluation criteria defined herein.

System Requirements

Photovoltaic modules shall be mounted on the lower, south-facing roof. Total capacity of the system shall be no less than 11 kW-dc and not exceed 14 kW-dc. Reference **Figure 01**.

The system shall have one (1) inverter. The inverter, disconnect and combiner panel (if applicable) shall be installed on the back wall. Reference **Figure 02**.

Each module shall have a dedicated optimizer.

All components shall be UL listed for their designed use. Construction must comply with current adopted building codes, which includes: International Building Code, National Electric Code, and National Fire Code.

The system, including its interconnection point, shall not impact operation of the emergency generator.

Modules shall be UL1703 or UL61730 listed with a product warranty of at least 12 years and a performance warranty of no less than 82% after 25 years.

Inverters shall be UL1741 listed with a product warranty of at least 10 years and a weighted efficiency of 96% or higher.

The proposed model numbers for modules and inverters shall be listed by the California Energy Commission (CEC). List are available at the CEC website:
https://www.energy.ca.gov/programs-and-topics/programs/solar-equipment-lists

The system shall include a Web-based monitoring interface to display solar performance information. At a minimum, the system must allow a user to view the output of each module and download aggregate power data in increments not greater than one hour.

No cables shall contact the roof surface. The racking solution shall include raceways for DC wire management. All cable ties shall be made of polyvinylidene fluoride (PVDF) with a rated service life of at least 25 years.

Exterior conduit shall be liquid tight and any flexible lengths shall not exceed 24 inches.

Contractor Requirements

--- *Prior to Construction*

The Contractor is responsible for all permitting related to the design and installation of the system, including interconnection agreements with the utility.

The Contractor is responsible for the assessment of the building's structural integrity and roof condition. Prior to installation, the contractor shall provide a letter from a structural engineer with Kentucky Professional Engineer stamp, verifying the integrity of the existing facility to handle the additional loads of the proposed PV system.

The Contractor shall provide dimensioned drawings and technical specifications of the proposed system. The information must establish the physical layout of the system components relative to the building and document electrical conductor sizing and module capacity.

The Contractor is responsible for documenting the condition of the roof and, specifically, any damages that exist prior to construction.

--- *During Construction*

Under no circumstances shall the Contractor disable electrical service to the building or secondary circuits within the building without authorization from LFUCG.

Under no circumstances shall the Contractor obstruct access to the facility or driveways.

The Contractor is responsible for the construction safety plan to include, at a minimum, all applicable OSHA workplace safety and Personal Protective Equipment (PPE) requirements.

The Contractor is responsible for establishing communication between the inverter and the internet by installing an outdoor-rated Ethernet cable from the building's network switch to the inverter.

The Contractor shall achieve substantial completion within 75 calendar days of Notice to Proceed. Substantial Completion is defined as LFUCG having beneficial use of the photovoltaic system.

The Contractor shall notify the Owner of any changes relative to the bid proposal. Such "change order" requests must be accepted by the Owner in writing prior to installation. Changes made by the Contractor without acceptance are at risk to the Contractor.

--- *After Construction*

As a condition of full payment, the Contractor shall provide to the Owner the following deliverables in PDF format:

List of warranty expiration dates of all components under warranty,
Operations and maintenance manual,
As-built electrical drawings, and
As-built solar performance model.

The Contractor shall review generation data and provide a report to LFUCG to demonstrate that system output is meeting expectations. Two reports are required: (1) after 30 days and (2) prior to the expiration of workmanship warranty.

Workmanship warranty: the Contractor shall perform an on-site inspection prior to the expiration of workmanship warranty, if requested by the Owner.

Owner Guidance

An array of nominal size is shown in **Figure 01**. The array length should not exceed 50 feet.

Modules should lay in a plane parallel to the roof. A rectangular arrangement is preferred.

Conduit runs should be straight with minimal couplings. Runs around an object like a gutter are not acceptable.

Electrical service is provided by Kentucky Utilities under the Single-Phase General Service Rate (RC110). 15-minute interval data is available in a *.csv file.

Proposal Format

// Respondents are strongly encouraged to provide all information requested as reviewers may deduct points for missing material //

Company Profile

Company name:
Company address:
Year established:
Number full time employees:
Elaborate on company's focus on solar with respect to other services and company's impact and presence in Lexington: *{Response}*

Project Experience

Specific to solar PV systems installed by the company in calendar year 2023,

What was the total number of systems installed?
What was the total installed capacity in KW?

Describe your experience with project permitting and interconnection experience with LGE-KU: *{Response}*
Attach two (2) references of applicable projects within LGE-KU service territory including a brief description of the PV system installed.

Project Team

Provide work experience and relevant professional certifications (electrical license, P.E., NABCEP, etc.) for:

(A) Person responsible for the system design,

(B) Person to oversee installation.

If sub-contractors will be used, describe the work to be performed and quantify as a percentage of project cost: *{Response}*

Technical Approach

Include as attachments the following items:

- ☐ PV module specifications
- ☐ Inverter specifications
- ☐ Optimizer specifications
- ☐ Racking specifications
- ☐ Equipment warranties and workmanship warranty
- ☐ Line diagram for dc/ac wiring showing route from modules to inverters to interconnect location
- ☐ Software modeling report quantifying expected monthly output (kWh) and monthly peak generation (kW)

Price Proposal

Complete and sign the PRICE PROPOSAL FORM included within this solicitation to determine a lump sum price to complete the scope of work, inclusive of overhead and profit.

The Owner Allowance is exclusively for owner-directed work beyond the proposal. Reimbursements for allowance work shall be authorized by LFUCG in advance and in writing to the Contractor.

Exclusions

Any exclusions to the requirements herein must be specifically identified in this section. *{Response}*

Evaluation Criteria

LFUCG will evaluate proposals according to the evaluation criteria below. Points will be awarded based on the relative merit of the information provided in the response to the solicitation.

Company Profile / Experience	15 points
Project Team	15 points
Technical Approach	30 points
Price Proposal	40 points
TOTAL	**100 points**

Figure 01

Figure 02

RFP 60-2024 Price Proposal Form
Solar PV Installation

Fire Station #19, 3360 Huffman Mill Pike	
Array Modules	$
Inverter(s) & Monitoring System	$
Electrical & Wiring Materials	$
Racking Materials	$
Labor	$
Other w/ Description	$
Structural Verification Letter	$
Owner Allowance (mandatory)	$2,000
TOTAL	$

Printed Name of Authorized Representative

Title of Authorized Representative

Signature of Authorized Representative

Lexington-Fayette
Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #60-2024 Solar PV Installation at Fire Station #19** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received through Ion Wave until **2:00 PM**, prevailing local time, on **January 8, 2024.** All forms and information requested in RFP must be included and attached in Response Attachments tab in Ion Wave.

Proposals received after the date and time set for opening proposals will not be accepted. It is the sole responsibility of the Proposer to assure that his/her proposal is submitted in Ion Wave before the date and time set for opening proposals.

Proposals, once submitted, may not be withdrawn for a period of ninety (90) calendar days.

The Lexington-Fayette Urban County Government reserves the right to reject any or all proposals, and to waive technicalities and informalities when such waiver is determined by the Lexington-Fayette Urban County Government to be in its best interest.

Signature of this proposal by the Proposer constitutes acceptance by the Proposer of terms, conditions and requirements set forth herein.

Minor exceptions may not eliminate the proposal. Any exceptions to the specifications established herein shall be listed in detail on a separate sheet and attached hereto. The Lexington-Fayette Urban County Government shall determine whether any exception is minor.

The Lexington-Fayette Urban County Government encourages the participation of minority- and women-owned businesses in Lexington-Fayette Urban County Government contracts. This proposal is subject to Affirmative Action requirements attached hereto.

A pre-RFP meeting is scheduled for December 11, 2024, 1:00 pm, 3360 Huffman Mill Pike, Lexington, KY.

Please do not contact any LFUCG staff member or any other person involved in the selection process other than the designated contact person(s) regarding the project contemplated under this RFP while this RFP is open and a selection has not been finalized. Any attempt to do so may result in disqualification of the firm's submittal for consideration.

Laws and Regulations

All applicable state laws, municipal ordinances and regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.

Equal Employment Opportunity

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

Kentucky Equal Employment Opportunity Act

The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any "county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin;

(2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin;

(3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provision of the nondiscrimination clauses required by this section; and

(4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses."

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

(1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetables.

(2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

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

(1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.

(2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.

(3) The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

LFUCG Non-Appropriation Clause

Contractor acknowledges that the LFUCG is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of the LFUCG's obligations under this contract, then this contract shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the LFUCG shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

In the event of a change in the LFUCG's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the LFUCG's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to the LFUCG upon written notice to Contractor of such limitation or change in the LFUCG's legal authority.

Contention Process

Vendors who respond to this invitation have the right to file a notice of contention associated with the RFP process or to file a notice of appeal of the recommendation made by the Director of Central Purchasing resulting from this invitation.

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

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

AMERICAN RESCUE PLAN ACT

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

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

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

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

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

3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
(1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided

advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.
Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
4. If fulfillment of the contract requires the contractor to employ mechanic’s or laborers, the contractor further agrees that it can and will comply with the following:
(1) Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.
(2) Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or

permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
(3) Withholding for unpaid wages and liquidated damages. LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.
5. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

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

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

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

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

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

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

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

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

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

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

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

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

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

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

Nathan Mann _____ 1/4/25 _____

Signature Date

SELECTION CRITERIA:

The LFUCG's Selection Committee shall consider the following factors when it evaluates the proposals received:

1.	Company Profile / Experience	15 points
2.	Project Team	15 points
3.	Technical Approach	30 points
4.	Price Proposal	40 points

Proposals shall contain the appropriate information necessary to evaluate based on these criteria. A committee composed of government employees as well as representatives of relevant user groups will evaluate the proposals.

Questions regarding this RFP shall be addressed through: https://lexingtonky.ionwave.net

Affirmative Action Plan

All vendors must submit as a part of the proposal package the following items to the Urban County Government:

1. Affirmative Action Plan for his/her firm;
2. Current Work Force Analysis Form;

Failure to submit these items as required may result in disqualification of the submitter from award of the contract. All submissions should be directed to:

Director, Division of Procurement
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, Nathan Mann, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Nathan Mann and he/she is the individual submitting the proposal or is the authorized representative of Mann Solar, 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

Standard Title VI Assurance

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

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.

- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.

- Section 503 of the Rehabilitation Act of 1973 states:

  The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.

- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

  The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

****

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

in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

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

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.

Nathan Mann
Signature

TennisPiper Enterprises, LLC dba Mann Solar
Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: Mann Solar

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	3		3														3
Professionals	4	3				1										4	
Superintendents																	
Supervisors																	
Foremen	1			1												1	
Technicians	6			1		5										6	
Protective Service																	
Para-Professionals																	
Office/Clerical																	
Skilled Craft																	
Service/Maintenance	6			1		5										6	
Total:	20	4	3			6										17	3

Prepared by: Nathan Mann **Date:** 1 / 4 / 25

(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

Firm Submitting Proposal: Mann Solar

Complete Address: 1480 Fisher Ford Road (Street) Lancaster (City) 40444 (Zip)

Contact Name: Nathan Mann Title: Owner

Telephone Number: 859-428-7292 Fax Number:

Email address: nathan@mannsolar.com

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 # RFP #60-2024 SOLAR PB INSTALLATION at FH #19

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.

Mann Solar
Company

Nathan Mann
Company Representative

1/8/25
Date

Owner
Title

LEXINGTON

LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # RFP #60-2024 SOLAR PB INSTALLATION at FH #19

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.

Mann Solar
Company

Nathan Mann
Company Representative

1/8/25
Date

Owner
Title

LEXINGTON

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.

> **<u>Note</u>: 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:	Mann Solar	**Date:**	1/8/25
Project Name:	SOLAR PB INSTALLATION at FH #19	**Project Number:**	#60-2024
Contact Name:	Nathan Mann	**Telephone:**	859-428-7292
Email:	nathan@mannsolar.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.

Tumba B Cool Trust

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. We have all the internal staff to complete this project.

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.

<u>Note</u>: 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.

Mann Solar	Nathan Mann
Company	**Company Representative**
1/8/25	Owner
Date	**Title**

4870-1925-6809, v. 1

GENERAL PROVISIONS

1. Each Respondent shall comply with all Federal, State & Local regulations concerning this type of service or good.

   The Respondent agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, *29 U.S.C. 650 et. seq.*, as amended, and KRS Chapter 338. The Respondent also agrees to notify the LFUCG in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Respondent agrees to indemnify, defend and hold the LFUCG harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.

3. Addenda: All addenda and IonWave Q&A, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.

4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.

5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.

6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked “modifications of proposal”.

7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.

8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.

9. Additional Information: While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,

10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.

11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.

12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

(1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties

(2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.

(3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
   (a) Failure to perform the contract according to its terms, conditions and specifications;
   (b) Failure to make delivery within the time specified or according

to a delivery schedule fixed by the contract;

(c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;

(d) Failure to diligently advance the work under a contract for construction services;

(e) The filing of a bankruptcy petition by or against the contractor; or

(f) Actions that endanger the health, safely or welfare of the LFUCG or its citizens.

B. At Will Termination

Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent**,** Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. Assignment of Contract: The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.

14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.

15. Authority to do Business: The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must

be signed by a duly authorized officer, agent or employee of the Respondent.

16. Governing Law: This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

17. Ability to Meet Obligations: Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.

18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.

19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.

Nathan Mann _____ 1/4/25 _____

Signature Date

INDEMNIFICATION AND HOLD HARMLESS PROVISION

(1) It is understood and agreed by the parties that Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.

(2) CONTRACTOR shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by CONTRACTOR's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the CONTRACTOR; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.

(3) In the event LFUCG is alleged to be liable based upon the above, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.

(4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.

(5) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONTRACTOR acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONTRACTOR in any manner.

(6) 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.

FINANCIAL RESPONSIBILITY

BIDDER/CONTRACTOR understands and agrees that it shall demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions prior to final acceptance of its bid and the commencement of any work or provision of goods.

INSURANCE REQUIREMENTS

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

Required Insurance Coverage

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

Coverage	**Limits**
General Liability (Insurance Services Office Form CG 00 01)	$1 million per occurrence, $2 million aggregate or $2 million combined single limit
Auto Liability	$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	$100K
Professional (E&O) Liability	$1 million per claim
Excess/Umbrella Liability	$1 million per occurrence

The policies above shall contain the following conditions:

a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.

b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.

c. 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 BIDDER/CONTRACTOR's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage

Safety and Loss Control

CONTRACTOR shall comply with all applicable federal, state, and local safety standards related to the performance of its works or services under this Agreement and take necessary action to protect the life, health and safety and property of all of its personnel on the job site, the public, and LFUCG.

Verification of Coverage

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

Right to Review, Audit and Inspect

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

DEFAULT

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

00548704

SCOPE OF WORK

Location

3360 Huffman Mill Pike, Fire Station #19

Introduction

LFUCG is soliciting proposals from qualified solar PV providers to design and install a roof-mounted solar photovoltaic system at Fire Station #19. Respondents must demonstrate experience designing, planning, permitting and constructing complete solar electric systems in the jurisdiction of the local utility provider.

An award under this RFP will be made to the respondent with the overall best value proposal, not necessarily the lowest price. Proposals will be evaluated and scored based on the evaluation criteria defined herein.

System Requirements

Photovoltaic modules shall be mounted on the lower, south-facing roof. Total capacity of the system shall be no less than 11 kW-dc and not exceed 14 kW-dc. Reference **Figure 01**.

The system shall have one (1) inverter. The inverter, disconnect and combiner panel (if applicable) shall be installed on the back wall. Reference **Figure 02**.

Each module shall have a dedicated optimizer.

All components shall be UL listed for their designed use. Construction must comply with current adopted building codes, which includes: International Building Code, National Electric Code, and National Fire Code.

The system, including its interconnection point, shall not impact operation of the emergency generator.

Modules shall be UL1703 or UL61730 listed with a product warranty of at least 12 years and a performance warranty of no less than 82% after 25 years.

Inverters shall be UL1741 listed with a product warranty of at least 10 years and a weighted efficiency of 96% or higher.

The proposed model numbers for modules and inverters shall be listed by the California Energy Commission (CEC). List are available at the CEC website:
https://www.energy.ca.gov/programs-and-topics/programs/solar-equipment-lists

The system shall include a Web-based monitoring interface to display solar performance information. At a minimum, the system must allow a user to view the output of each module and download aggregate power data in increments not greater than one hour.

No cables shall contact the roof surface. The racking solution shall include raceways for DC wire management. All cable ties shall be made of polyvinylidene fluoride (PVDF) with a rated service life of at least 25 years.

Exterior conduit shall be liquid tight and any flexible lengths shall not exceed 24 inches.

Contractor Requirements

--- *Prior to Construction*

The Contractor is responsible for all permitting related to the design and installation of the system, including interconnection agreements with the utility.

The Contractor is responsible for the assessment of the building's structural integrity and roof condition. Prior to installation, the contractor shall provide a letter from a structural engineer with Kentucky Professional Engineer stamp, verifying the integrity of the existing facility to handle the additional loads of the proposed PV system.

The Contractor shall provide dimensioned drawings and technical specifications of the proposed system. The information must establish the physical layout of the system components relative to the building and document electrical conductor sizing and module capacity.

The Contractor is responsible for documenting the condition of the roof and, specifically, any damages that exist prior to construction.

--- *During Construction*

Under no circumstances shall the Contractor disable electrical service to the building or secondary circuits within the building without authorization from LFUCG.

Under no circumstances shall the Contractor obstruct access to the facility or driveways.

The Contractor is responsible for the construction safety plan to include, at a minimum, all applicable OSHA workplace safety and Personal Protective Equipment (PPE) requirements.

The Contractor is responsible for establishing communication between the inverter and the internet by installing an outdoor-rated Ethernet cable from the building's network switch to the inverter.

The Contractor shall achieve substantial completion within 75 calendar days of Notice to Proceed. Substantial Completion is defined as LFUCG having beneficial use of the photovoltaic system.

The Contractor shall notify the Owner of any changes relative to the bid proposal. Such "change order" requests must be accepted by the Owner in writing prior to installation. Changes made by the Contractor without acceptance are at risk to the Contractor.

--- *After Construction*

As a condition of full payment, the Contractor shall provide to the Owner the following deliverables in PDF format:

List of warranty expiration dates of all components under warranty,
Operations and maintenance manual,
As-built electrical drawings, and
As-built solar performance model.

The Contractor shall review generation data and provide a report to LFUCG to demonstrate that system output is meeting expectations. Two reports are required: (1) after 30 days and (2) prior to the expiration of workmanship warranty.

Workmanship warranty: the Contractor shall perform an on-site inspection prior to the expiration of workmanship warranty, if requested by the Owner.

Owner Guidance

An array of nominal size is shown in **Figure 01**. The array length should not exceed 50 feet.

Modules should lay in a plane parallel to the roof. A rectangular arrangement is preferred.

Conduit runs should be straight with minimal couplings. Runs around an object like a gutter are not acceptable.

Electrical service is provided by Kentucky Utilities under the Single-Phase General Service Rate (RC110). 15-minute interval data is available in a *.csv file.

Proposal Format

// Respondents are strongly encouraged to provide all information requested as reviewers may deduct points for missing material //

Company Profile

Company name:
Company address:
Year established:
Number full time employees:
Elaborate on company's focus on solar with respect to other services and company's impact and presence in Lexington: *{Response}*

Project Experience

Specific to solar PV systems installed by the company in calendar year 2023,

What was the total number of systems installed?
What was the total installed capacity in KW?

Describe your experience with project permitting and interconnection experience with LGE-KU: *{Response}*
Attach two (2) references of applicable projects within LGE-KU service territory including a brief description of the PV system installed.

Project Team

Provide work experience and relevant professional certifications (electrical license, P.E., NABCEP, etc.) for:

(A) Person responsible for the system design,

(B) Person to oversee installation.

If sub-contractors will be used, describe the work to be performed and quantify as a percentage of project cost: *{Response}*

Technical Approach

Include as attachments the following items:

- ☑ PV module specifications
- ☑ Inverter specifications
- ☑ Optimizer specifications
- ☑ Racking specifications
- ☑ Equipment warranties and workmanship warranty
- ☑ Line diagram for dc/ac wiring showing route from modules to inverters to interconnect location
- ☑ Software modeling report quantifying expected monthly output (kWh) and monthly peak generation (kW)

Price Proposal

Complete and sign the PRICE PROPOSAL FORM included within this solicitation to determine a lump sum price to complete the scope of work, inclusive of overhead and profit.

The Owner Allowance is exclusively for owner-directed work beyond the proposal. Reimbursements for allowance work shall be authorized by LFUCG in advance and in writing to the Contractor.

Exclusions

Any exclusions to the requirements herein must be specifically identified in this section. *{Response}*

Evaluation Criteria

LFUCG will evaluate proposals according to the evaluation criteria below. Points will be awarded based on the relative merit of the information provided in the response to the solicitation.

Company Profile / Experience	15 points
Project Team	15 points
Technical Approach	30 points
Price Proposal	40 points
TOTAL	**100 points**

Figure 01

Figure 02

RFP 60-2024 Price Proposal Form
Solar PV Installation

Fire Station #19, 3360 Huffman Mill Pike	
Array Modules	$ 5,590.00
Inverter(s) & Monitoring System	$ 5,638.00
Electrical & Wiring Materials	$ 1500.00
Racking Materials	$ 2100.00
Labor	$ 13,000.00
Other w/ Description	$ 889.68 sales tax
Structural Verification Letter	$ 500.00
Owner Allowance (mandatory)	$ 2,000
TOTAL	$ 31,217.68

Nathan Mann

Printed Name of Authorized Representative

Owner

Title of Authorized Representative

Nathan Mann

Signature of Authorized Representative

NABCEP®

Raising Standards. Promoting Confidence.

NABCEP CERTIFIED®

PV Installation Professional

The North American Board of Certified Energy Practitioners

does hereby recognize that

NATHAN MANN

has satisfied the requirements and standards for the

PV Installation Professional

established by the NABCEP Board of Directors.

Certification # PV-082421-013584

Expires 08/01/2027

Donald B. Warfield, Board Chairman

To verify current status visit www.nabcep.org

KENTUCKY
DEPARTMENT OF HOUSING,
BUILDINGS & CONSTRUCTION

EXPIRATION DATE - 08/31/2026

Nathan D Mann

CE66094

KENTUCKY LICENSE

MANN SOLAR

1480 Fisher Ford Road, Lancaster, KY 40444
859-428-7292
info@mannsolar.com

Updated 1/8/25

Company Profile:

Mann Solar is a family business that was born out of a passion for energy independence and renewable energy. We have been in the business of providing our clients and customers with the best quality installation and sales since 2012. Our focus originated in the distribution and sales of solar equipment, but in 2017 the company grew into a full scale installation company. By 2020, our installation side outgrew our distribution and sales, and we continue to grow to this day, with over 80% of our business coming from referrals, word of mouth, and organic leads. In January 2024 we moved from our shop in Lexington into a 9000 square foot space in Lancaster, KY and we have great plans for the future. Our sales and installation team are immensely quality and customer focused and we are adamant about growing at a natural pace, only as is seen fit. Simply put, we plan to serve our clients and customers for a very long time.

Project Team Certifications and Qualifications:

- NABCEP PVIP CERFIFIED (please see attached)
- Certified General Contractor (please see attached)
- Certified Electrical Contractor (please see attached)
- Master Electrician on staff with 4+ years experience in full-time Solar.
- Previously NABCEP Certified Design and Electrical Engineer on staff.
- Over 1500 total Solar installations and counting.
- 13+ years of experience working with worldwide solar suppliers to bring in the best quality/price products.

Basic Resume:
(for more detailed resume, please contact us.)

2012 - Present: Provided local sales and support for installers, end users, and re-sellers of solar equipment.

2017 - Present: Designed and Installed over 1500 solar installations, including 30% off-grid / hybrid installations.

Project Experience:

Number of Full-Time Employees: 5

Total number of Solar Installations in 2023: 57

Total Installed Capacity in 2023: 855 kw

We are fully integrated and experienced with Fayette County Permitting process and the KU/LGE Interconnection Application Process and Guidelines and have successfully installed over 500 LGE/KU jobs since our inception.

Please see attached referenced projects as requested.

Product Warranties:

Canadian Solar CS6.1-54TM-455H Solar Panels (see attached spec sheet and manual for more detailed warranty information)
Industry Leading Warranty
25-Year Workmanship Warranty
30-Year Performance Warranty

SolarEdge SE10000H-US Inverter
12-Year Warranty (expandable to 25 years)

SolarEdge S500 Optimizers
25-Year Warranty

MageRack Racking System
25-Year Warranty

Roof-Tech RT Mini Roof Attachments
25-Year Warranty

KENTUCKY
DEPARTMENT OF HOUSING,
BUILDINGS & CONSTRUCTION

EXPIRATION DATE - 04/30/2025

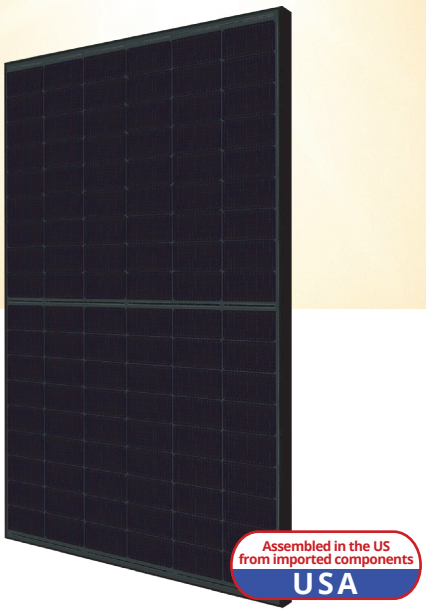
David A Stewart

ME66282

KENTUCKY LICENSE

NEW

CanadianSolar



TOPHiKu6 (All-Black)

N-type TOPCon Technology

445 W ~ 470 W

CS6.1-54TM-445|450|455|460|465|470H

MORE POWER

- 470 W — Module power up to 470 W
  Module efficiency up to 23.0 %
- Excellent anti-LeTID & anti-PID performance.
  Low power degradation, high energy yield
- Lower temperature coefficient (Pmax): -0.29%/°C,
  increases energy yield in hot climate
- Lower LCOE & system cost

MORE RELIABLE

- Minimizes micro-crack impacts
- Heavy snow load up to 8100 Pa,
  wind load up to 6000 Pa*

25 Years **Industry Leading Product Warranty on Materials and Workmanship***

30 Years **Linear Power Performance Warranty***

1st year power degradation no more than 1%
Subsequent annual power degradation no more than 0.4%

*Subject to the terms and conditions contained in the applicable Canadian Solar Limited Warranty Statement. Also this 25-year limited product warranty is available only for products installed and operating on rooftops in certain regions.

MANAGEMENT SYSTEM CERTIFICATES*

ISO 9001:2015 / Quality management system
ISO 14001:2015 / Standards for environmental management system
ISO 45001: 2018 / International standards for occupational health & safety
IEC62941: 2019 / Photovoltaic module manufacturing quality system

PRODUCT CERTIFICATES*

IEC 61215 / IEC 61730
IEC 61701 / IEC 62716 / IEC 60068-2-68
Take-e-way

* The specific certificates applicable to different module types and markets will vary, and therefore not all of the certifications listed herein will simultaneously apply to the products you order or use. Please contact your local Canadian Solar sales representative to confirm the specific certificates available for your Product and applicable in the regions in which the products will be used.

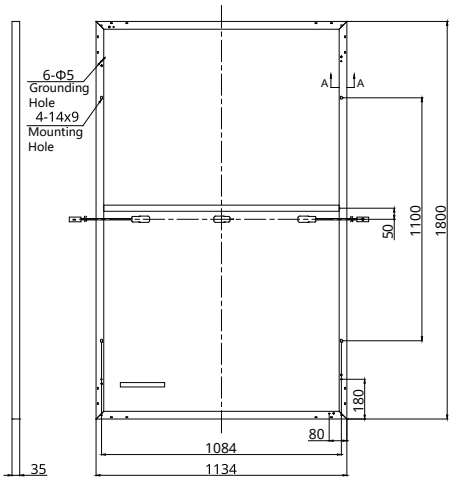
CSI Solar Co., Ltd. is committed to providing high quality solar photovoltaic modules, solar energy and battery storage solutions to customers. The company was recognized as the No. 1 module supplier for quality and performance/price ratio in the IHS Module Customer Insight Survey. Over the past 22 years, it has successfully delivered over 100 GW of premium-quality solar modules across the world.

* For detailed information, please refer to the Installation Manual.

Canadian Solar (USA) Inc.
1350 Treat Blvd. Suite 500, Walnut Creek, CA 94597 | www.csisolar.com/na | service.ca@csisolar.com

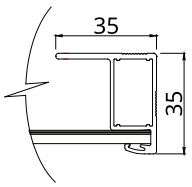
ENGINEERING DRAWING (mm)

Rear View

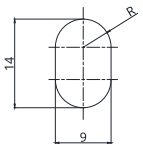


Frame Cross Section

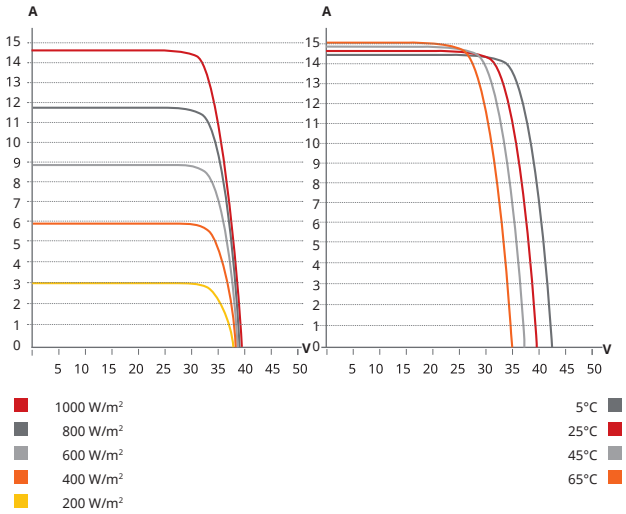
A - A



Mounting Hole



CS6.1-54TM-455H / I-V CURVES



ELECTRICAL DATA | STC*

CS6.1-54TM	445H	450H	455H	460H	465H	470H
Nominal Max. Power (Pmax)	445 W	450 W	455 W	460 W	465 W	470 W
Opt. Operating Voltage (Vmp)	32.8 V	33.0 V	33.2 V	33.4 V	33.6 V	33.8 V
Opt. Operating Current (Imp)	13.59 A	13.66 A	13.72 A	13.78 A	13.85 A	13.91 A
Open Circuit Voltage (Voc)	38.7 V	38.9 V	39.1 V	39.3 V	39.5 V	39.7 V
Short Circuit Current (Isc)	14.48 A	14.55 A	14.61 A	14.69 A	14.77 A	14.86 A
Module Efficiency	21.8%	22.0%	22.3%	22.5%	22.8%	23.0%
Operating Temperature	-40°C ~ +85°C					
Max. System Voltage	1500V (IEC/UL) or 1000V (IEC/UL)					
Module Fire Performance	TYPE 1 (UL 61730 1500V) or TYPE 2 (UL 61730 1000V) or CLASS C (IEC 61730)					
Max. Series Fuse Rating	25 A					
Application Classification	Class A					
Power Tolerance	0 ~ + 10 W					

* Under Standard Test Conditions (STC) of irradiance of 1000 W/m2, spectrum AM 1.5 and cell temperature of 25°C.

MECHANICAL DATA

Specification	Data
Cell Type	TOPCon cells
Cell Arrangement	108 [2 X (9 X 6)]
Dimensions	1800 × 1134 × 35 mm (70.9 × 44.6 × 1.38 in)
Weight	23 kg (50.7 lbs)
Front Cover	3.2 mm tempered glass with anti-reflective coating
Frame	Anodized aluminium alloy
J-Box	IP68, 3 bypass diodes
Cable	4 mm² (IEC), 12 AWG (UL)
Connector	T6, MC4, MC4-EVO2 or MC4- EVO2A
Cable Length (Including Connector)	1550 mm (61.0 in) (+) / 1100 mm (43.3 in) (-)
Per Pallet	30 pieces
Per Container (40' HQ)	720 pieces

ELECTRICAL DATA | NMOT*

CS6.1-54TM	445H	450H	455H	460H	465H	470H
Nominal Max. Power (Pmax)	335 W	339 W	343 W	347 W	351 W	354 W
Opt. Operating Voltage (Vmp)	30.9 V	31.1 V	31.3 V	31.5 V	31.7 V	31.9 V
Opt. Operating Current (Imp)	10.85 A	10.91 A	10.96 A	11.02 A	11.07 A	11.12 A
Open Circuit Voltage (Voc)	36.5 V	36.7 V	36.9 V	37.1 V	37.3 V	37.5 V
Short Circuit Current (Isc)	11.68 A	11.74 A	11.79 A	11.85 A	11.92 A	11.99 A

* Under Nominal Module Operating Temperature (NMOT), irradiance of 800 W/m² spectrum AM 1.5, ambient temperature 20°C, wind speed 1 m/s.

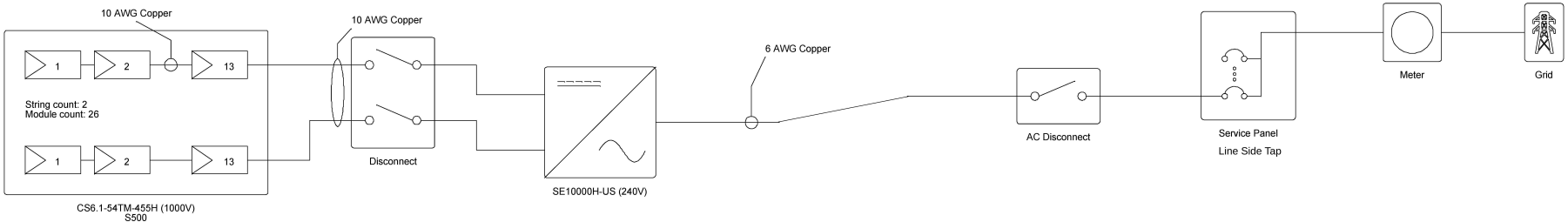
TEMPERATURE CHARACTERISTICS

Specification	Data
Temperature Coefficient (Pmax)	-0.29 % / °C
Temperature Coefficient (Voc)	-0.25 % / °C
Temperature Coefficient (Isc)	0.05 % / °C
Nominal Module Operating Temperature	42 ± 3°C

PARTNER SECTION

* The specifications and key features contained in this datasheet may deviate slightly from our actual products due to the on-going innovation and product enhancement. CSI Solar Co., Ltd. reserves the right to make necessary adjustment to the information described herein at any time without further notice. Please be kindly advised that PV modules should be handled and installed by qualified people who have professional skills and please carefully read the safety and installation instructions before using our PV modules.

March 2024 | All rights reserved | PV Module Product Datasheet v.1.1C25_F23_J2_TX

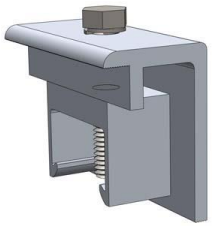
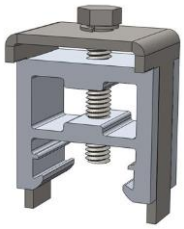
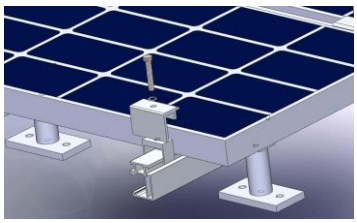


Module Specifications	
26x Canadian Solar CS6.1-54TM-455H (1000V)	
STC Rating	455 W
Vmp	33.2 V
Imp	13.72 A
Voc	39.1 V
Isc	14.61 A

Inverter Specifications	
1x SolarEdge SE10000H-US (240V)	
Max AC Power Rating	10 kW
Max Input Voltage	480 V
Min AC Power Rating	0 W
Min Input Voltage	380 V

Wire Schedule		
Tier	Wire	Length
AC Branch	1x 6 AWG	26ft
String	2x 10 AWG	180ft

End Clamps

End Clamp:

- One (1) end clamp top (various heights)
- One (1) end clamp bottom
- One (1) 5/16 1-1/4” (or 5/16 1-1/2”, 5/16 1-5/8”, 5/15 x 2”) stainless steel bolt/washer
- P.E. certified and Class ‘A’ Fire Rating

Universal End Clamp with Integrated Bonding:

- One (1) stainless steel end clamp top
- One (1) end clamp bottom
- One (1) 5/16 1-5/8” (or 5/16 2”) stainless steel bolt/washer
- UL 2703 compliance, P.E. certified and Class ‘A’ Fire Rating

Material: Extruded aluminum alloy 6061-T6 and 304 stainless steel
Finish: Clear or black anodized
Ultimate Tensile: 38 ksi
Yield: 35 ksi
Installation: Use anti-seize and tighten to 12 lb-ft of torque

Part #	Description	Finish	PV Module Frame Depth	Unit Weight (LB)
101-003-233	End clamp (end clamp top and bottom, 1-1/4” bolt/washer)	Black	1.22”-1.34” (31-34 mm)	0.19
101-003-235	End clamp (end clamp top and bottom, 1-1/4” bolt/washer)	Black	1.30”-1.42” (33-36 mm)	0.20
101-003-240	End clamp (end clamp top and bottom, 1-1/2” bolt/washer)	Black	1.50”-1.61” (38-41 mm)	0.21
101-003-142	End clamp (end clamp top and bottom, 1-3/4” bolt/washer)	Clear	1.57”-1.69” (40-43 mm)	0.22
101-003-242		Black		
101-003-146	End clamp (end clamp top and bottom, 1-3/4” bolt/washer)	Clear	1.73”-1.85” (44-47 mm)	0.23
101-003-246		Black		
101-003-150	End clamp (end clamp top and bottom, 2” bolt/washer)	Clear	1.89”-2.01” (48-51 mm)	0.24
101-003-250		Black		
101-003-301	Low universal end clamp with integrated bonding (end clamp top and bottom, 1-5/8” bolt/washer)	Clear	1.22”-1.65” (31-42 mm)	0.29
101-003-401	Low universal end clamp (end clamp top and bottom, 1-5/8” bolt/washer)	Black		
101-003-302	Tall universal end clamp with integrated bonding (end clamp top and bottom, 2” bolt/washer)	Clear	1.57”-2.00” (40-51 mm)	0.29
101-003-402	Tall universal end clamp (end clamp top and bottom, 2” bolt/washer)	Black		

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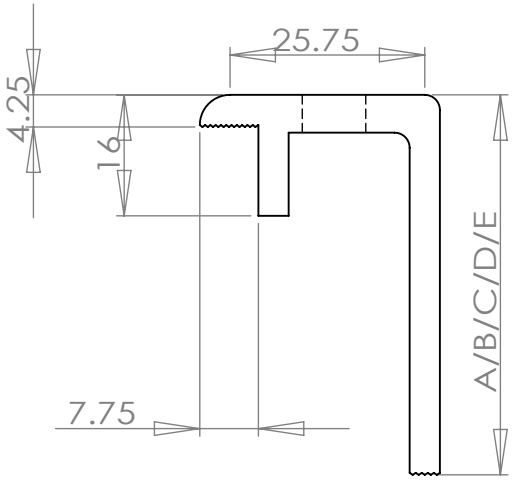
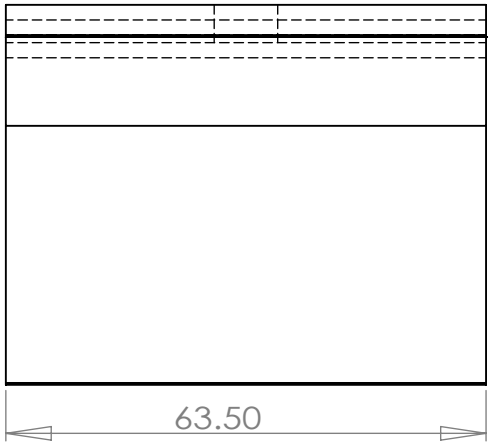
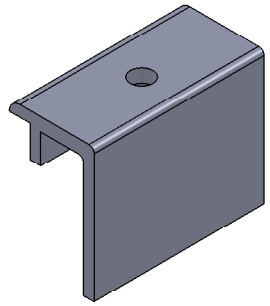
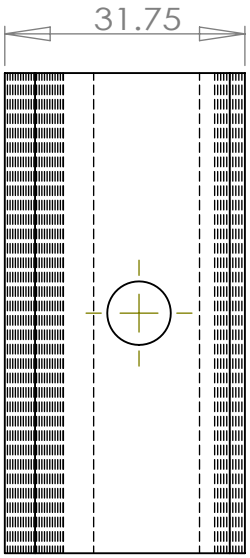




Unit: mm
1 inch = 25.4 mm





Note	Part No.	Size	Weight
A	101-003-134 101-003-234	38	54.87g
B	101-003-138 101-003-238	42	57.61g
C	101-003-142 101-003-242	46	60.36g
D	101-003-146 101-003-246	50	63.10g
E	101-003-150 101-003-250	54	65.84g

UNLESS OTHERWISE SPECIFIED:
DIMENSIONS ARE IN MILLIMETERS
SURFACE FINISH:
TOLERANCES:
LINEAR:
ANGULAR:

FINISH:

DEBUR AND BREAK SHARP EDGES

DO NOT SCALE DRAWING

REVISION A

	NAME	SIGNATURE	DATE
DRAWN			
CHK'D			
APPV'D			
MFG			
Q.A			

MATERIAL: 6061-T6

WEIGHT:

TITLE:

Magerack

Part Number:
101-003-134, 101-003-138, 101-003-142, 101-003-146, 101-003-150
101-003-234, 101-003-238, 101-003-242, 101-003-246, 101-003-250

DWG NO.

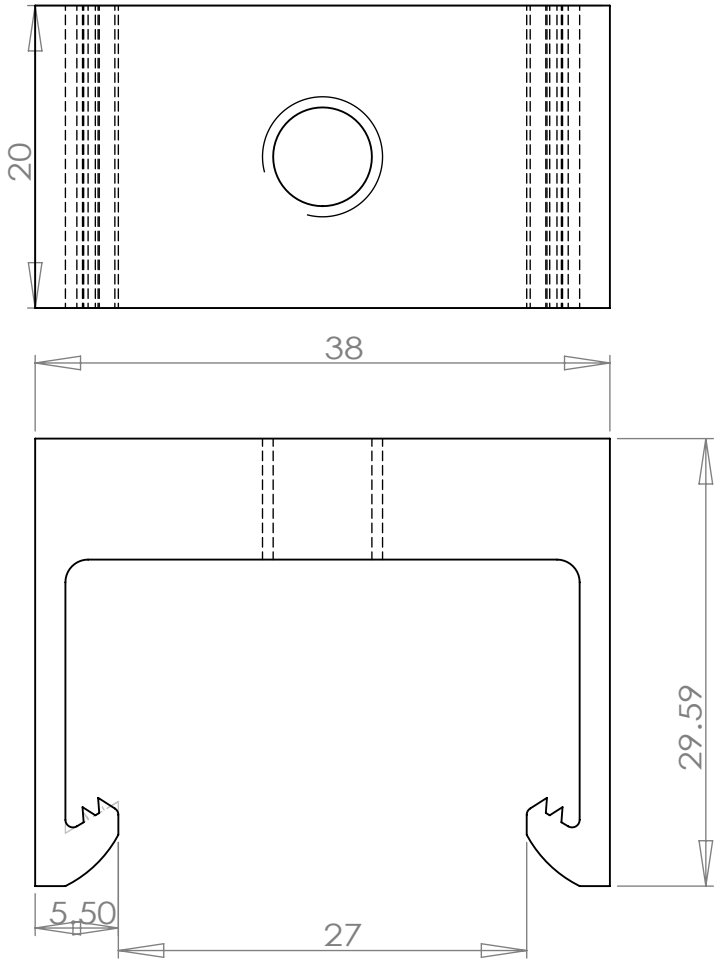
End Clamp Top

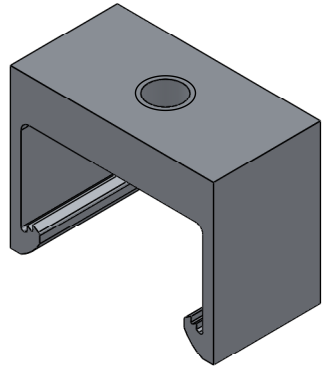
SCALE:1:1

SHEET 1 OF 1

523

Unit: mm
1 inch = 25.4 mm





UNLESS OTHERWISE SPECIFIED: DIMENSIONS ARE IN MILLIMETERS SURFACE FINISH: TOLERANCES: LINEAR: ANGULAR:	FINISH:	DEBUR AND BREAK SHARP EDGES

DO NOT SCALE DRAWING | REVISION A

	NAME	SIGNATURE	DATE
DRAWN			
CHK'D			
APPV'D			
MFG			
Q.A			

MATERIAL: 6061-T6

WEIGHT: 21.71g

TITLE:

Magerack

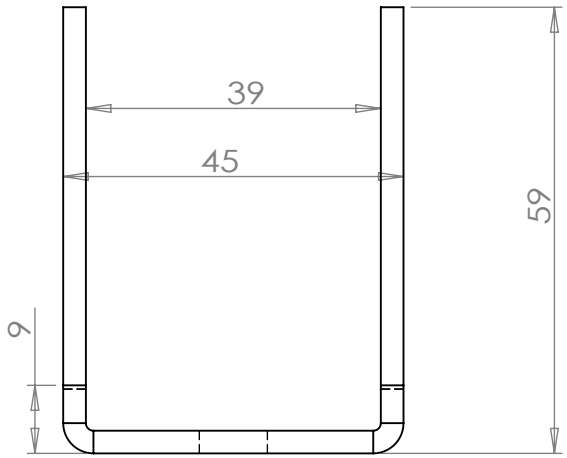
Part Number:
101-003-134, 101-003-138, 101-003-142, 101-003-146, 101-003-150
101-003-234, 101-003-235, 101-003-238, 101-003-240, 101-003-242
101-003-246, 101-003-250

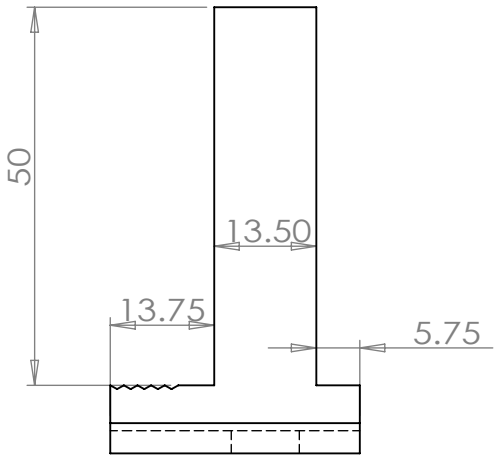
DWG NO.

End Clamp Bottom

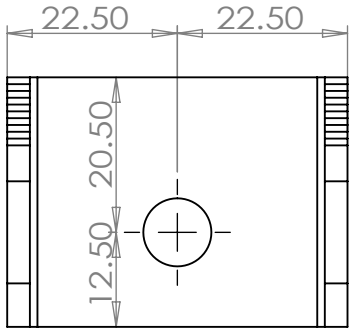
SCALE: 2:1 | SHEET 1 OF 1

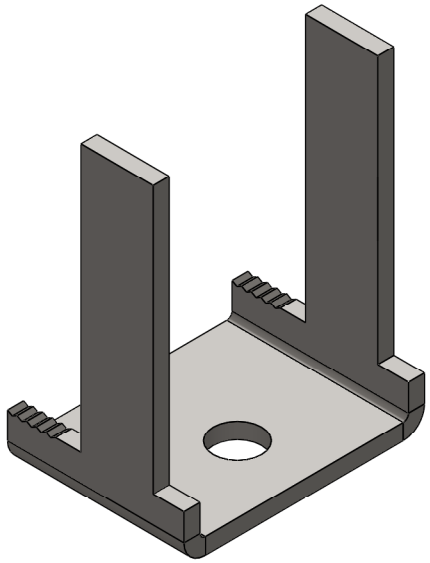
524





Unit: mm
1 inch = 25.4 mm





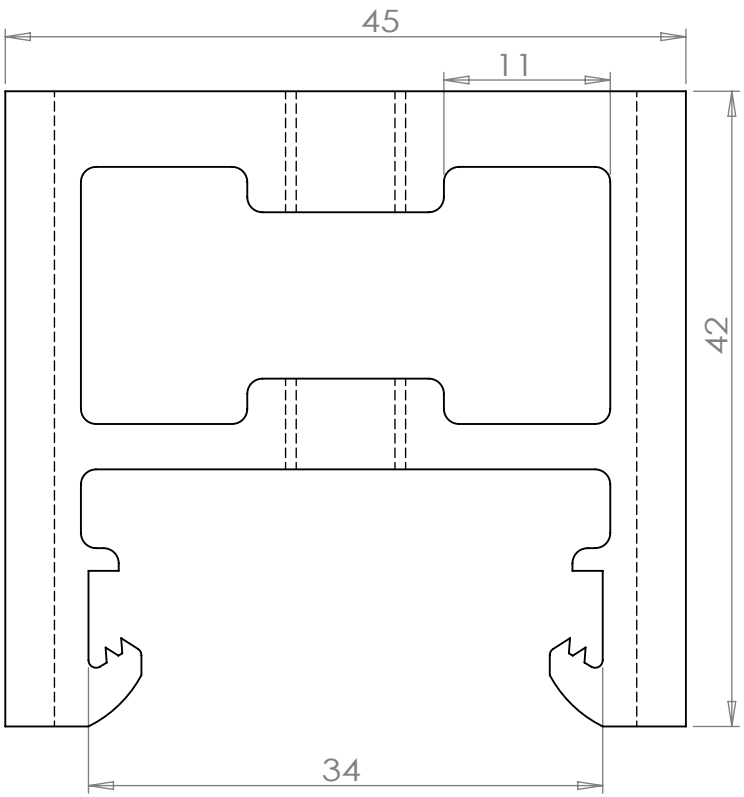
UNLESS OTHERWISE SPECIFIED: DIMENSIONS ARE IN MILLIMETERS SURFACE FINISH: TOLERANCES: LINEAR: ANGULAR:		FINISH:			DEBUR AND BREAK SHARP EDGES	
	NAME	SIGNATURE	DATE			
DRAWN	yuyang		12/04/2012			
CHK'D	Jason S.Xie		12/04/2012			
APPV'D						
MFG						
Q.A				MATERIAL:		
				304		
				WEIGHT:	74.21g	

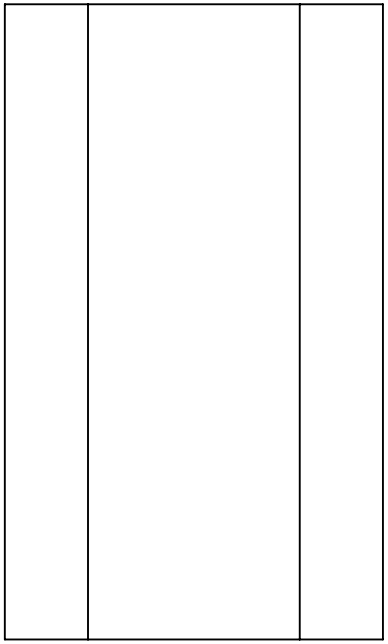
DO NOT SCALE DRAWING	REVISION A
TITLE:	Magerack Part Number: 101-003-301, 101-003-302 101-003-401, 101-003-402
DWG NO.	Universal End Clamp Top
SCALE: 1:1	SHEET 1 OF 1

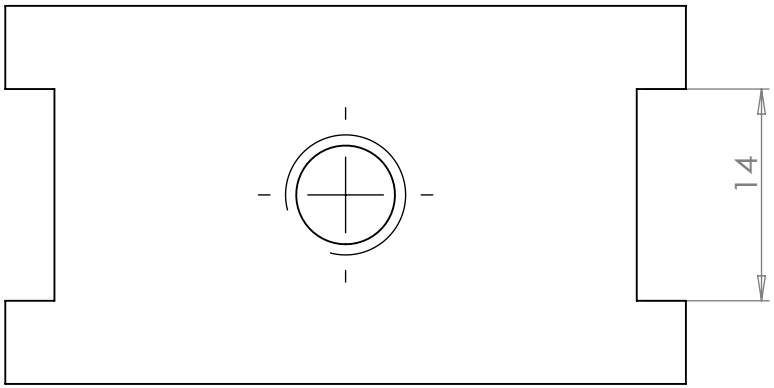
525

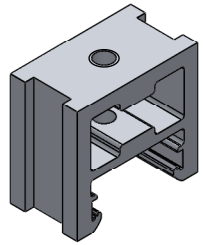
0/2011 WEIGHT: 48.78g

Unit: mm
1 inch = 25.4 mm









UNLESS OTHERWISE SPECIFIED: DIMENSIONS ARE IN MILLIMETERS SURFACE FINISH: TOLERANCES: LINEAR: ANGULAR:	FINISH:	DEBUR AND BREAK SHARP EDGES	DO NOT SCALE DRAWING / REVISION A

	NAME	SIGNATURE	DATE
DRAWN			
CHK'D			
APPV'D			
MFG			
Q.A			

TITLE:

Magerack

Part Number:
101-003-301, 101-003-302
101-003-401, 101-003-402

MATERIAL: 6061-T6

DWG NO. Universal End Clamp Bottom

WEIGHT: 55.32g

WEIGHT: 43.84g

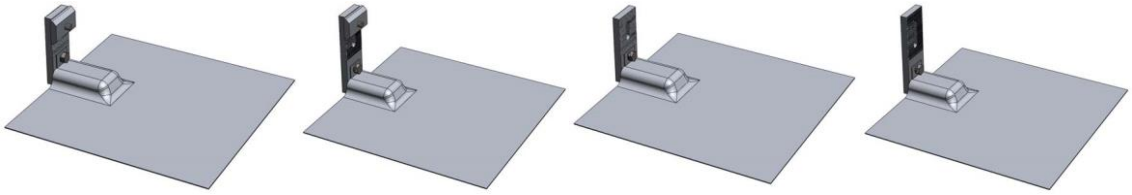
SCALE: 1:1

SHEET 1 OF 1

526

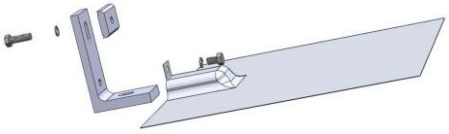
0/2011

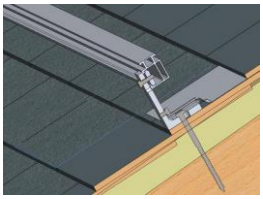
L-foot with Flashing



Parts:

- One (1) L-foot or Tall L-foot
- One (1) rail nut
- One (1) 5/16 1-1/4" stainless steel bolt/washer
- One (1) 5/16 X 3/4" stainless steel bolt/washer
- One (1) L-foot flashing (9"x12" or 18"x18")





Material: Extruded aluminum alloy 6061-T6, aluminum 3003-H14
Finish: Mill finish, clear anodized
Ultimate Tensile: 38 ksi
Yield: 35 ksi
Installation: Use anti-seize and tighten to 12 lb-ft of torque
Roof attachment: Use one stainless steel 5/16" lag bolt or 5/16" through bolt
Load: Loads are given for the L-Foot to beam connection only; be sure to check load limits for L-foot, lag screw, or other attachment method.
Certificate: P.E. certified and Class 'A' Fire Rating

Part #	Description	Finish	Height	Unit Weight (LB)
101-006-101	L-foot with flashing (L-foot, rail nut, 1-1/4" bolt/washer, flashing, 3/4" bolt/washer)	Clear	3.5" - 4.2" (89 - 107 mm) *	0.77
101-006-102	Tall L-foot with flashing (Tall L-foot, rail nut, 1-1/4" bolt/washer, flashing, 3/4" bolt/washer)		4.5" - 5.2" (114 - 132 mm) *	0.81
101-019-101	L-foot with flashing only (L-foot, flashing, 3/4" bolt/washer)		2.24" – 2.87" (56.9 – 72.9 mm)**	0.68
101-019-102	Tall L-foot with flashing only (Tall L-foot, flashing, 3/4" bolt/washer)		3.24" – 3.87" (82.3 – 98.3 mm)**	0.71

* Height is the spacing between rail top and attachment bottom (the space clearance between bottom of PV module frame and attachment bottom).
** The height is the spacing between bolt slot and attachment bottom.

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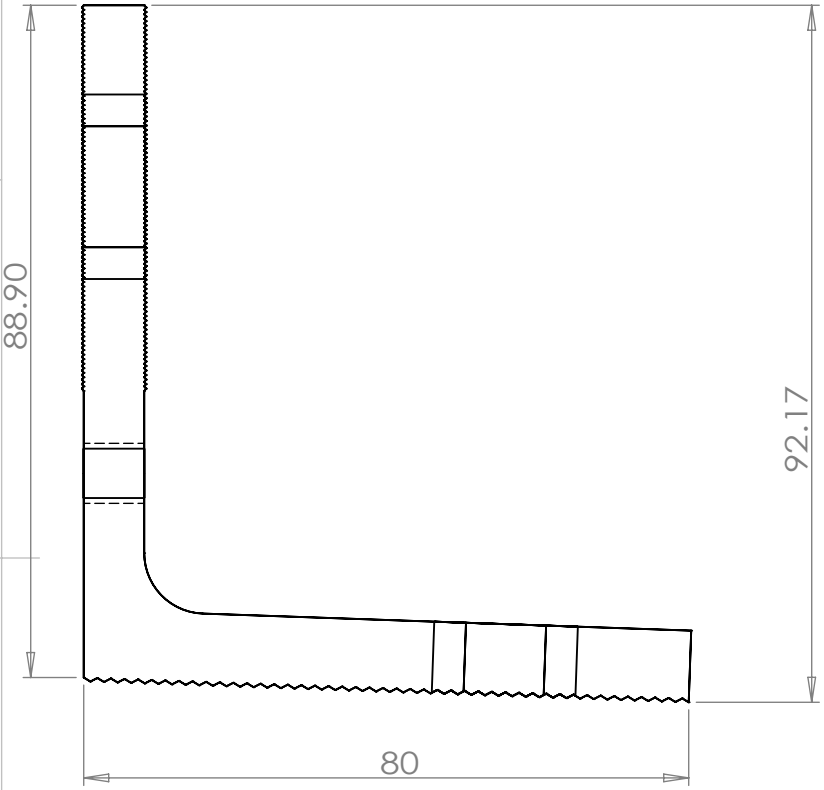
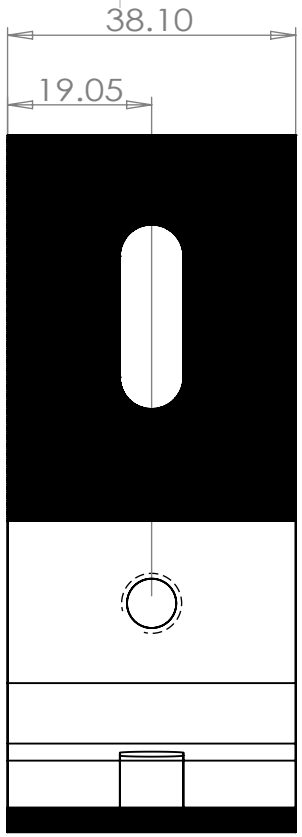
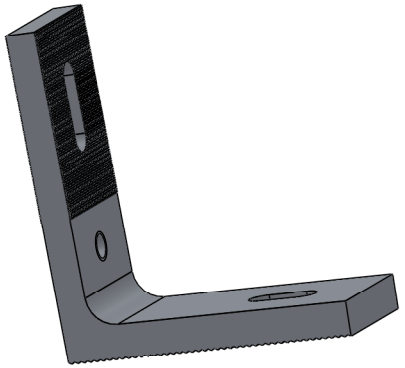
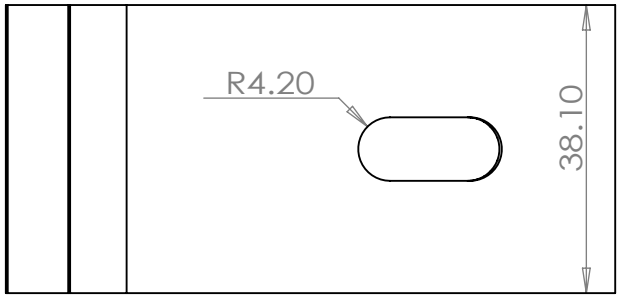


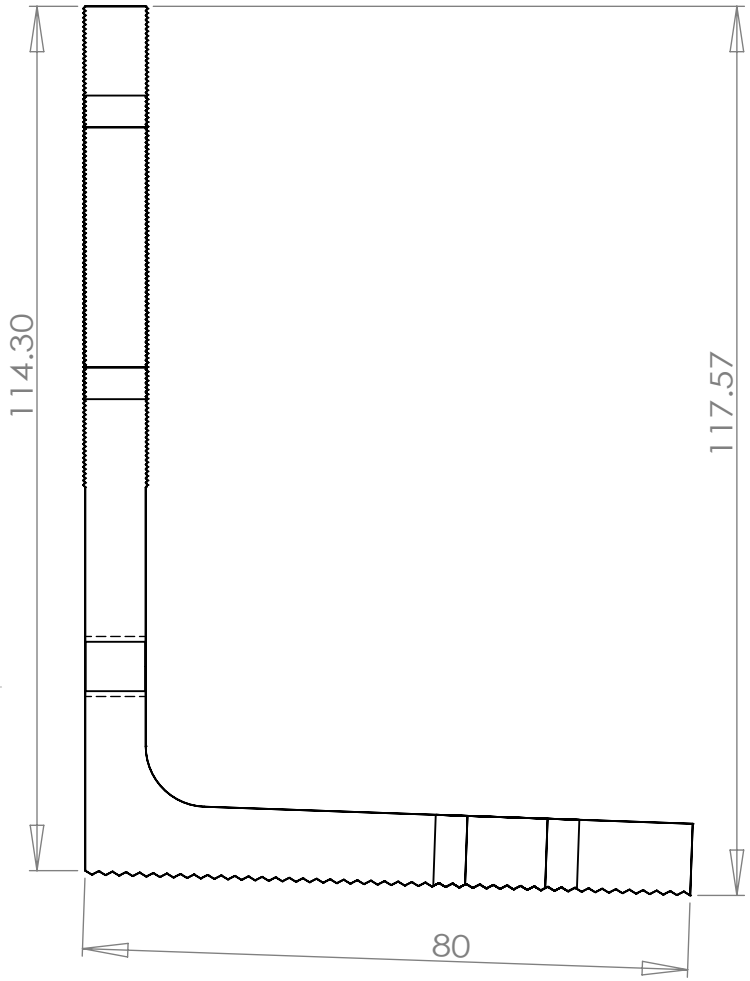


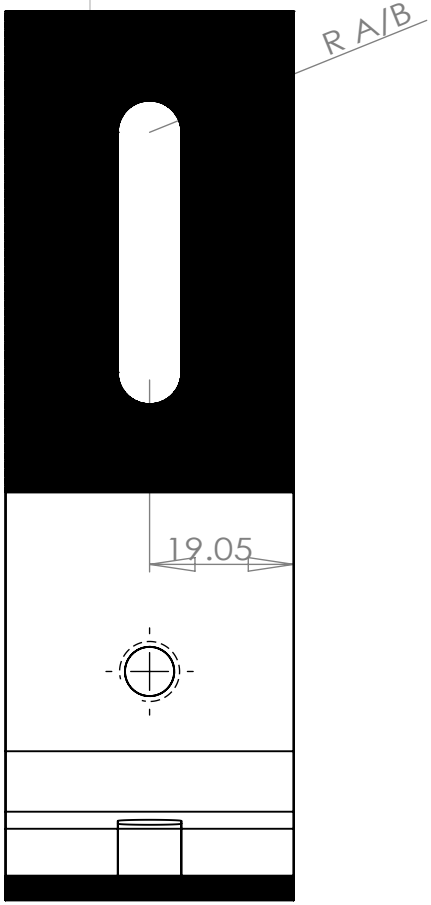
Unit: mm
1 inch = 25.4 mm



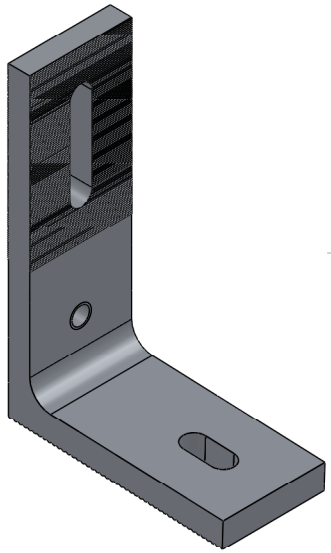


UNLESS OTHERWISE SPECIFIED: DIMENSIONS ARE IN MILLIMETERS SURFACE FINISH: TOLERANCES: LINEAR: ANGULAR:		FINISH:		DEBUR AND BREAK SHARP EDGES	DO NOT SCALE DRAWING REVISION A
	NAME		SIGNATURE	DATE	TITLE: Magerack Part Number: 101-006-101 101-019-101
DRAWN					
CHK'D					
APPV'D					
MFG					
Q.A		MATERIAL: 6061-T6			DWG NO. L-foot
					A4
		WEIGHT: 136.19g			SCALE:1:2 SHEET 1 OF 1

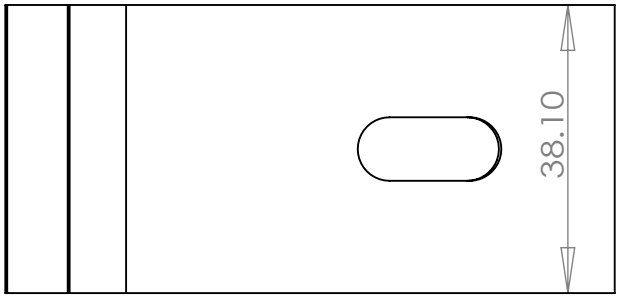




Unit: mm
1 inch = 25.4 mm



A	R4.2
B	R4.9



UNLESS OTHERWISE SPECIFIED:
DIMENSIONS ARE IN MILLIMETERS
SURFACE FINISH:
TOLERANCES:
LINEAR:
ANGULAR:

FINISH:

DEBUR AND BREAK SHARP EDGES

DO NOT SCALE DRAWING

REVISION A

		NAME	SIGNATURE	DATE
DRAWN				
CHK'D				
APPV'D				
MFG				
Q.A				

MATERIAL: 6061-T6

WEIGHT: 166.04g

WEIGHT: 154.53g

TITLE:

Magerack

Part Number:
101-006-102
101-019-102

DWG NO.

Tall L-foot

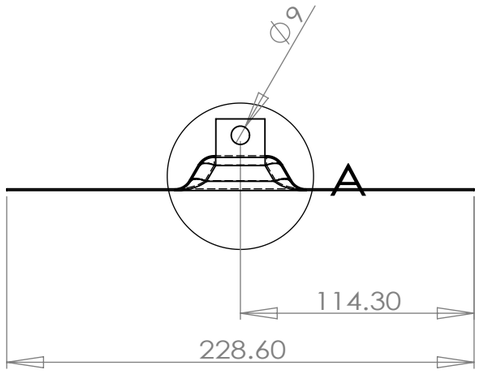
A4

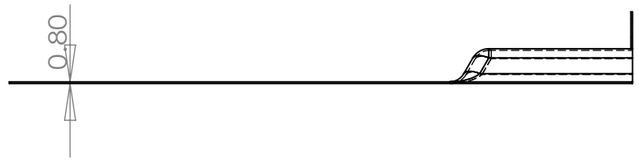
SCALE:1:2

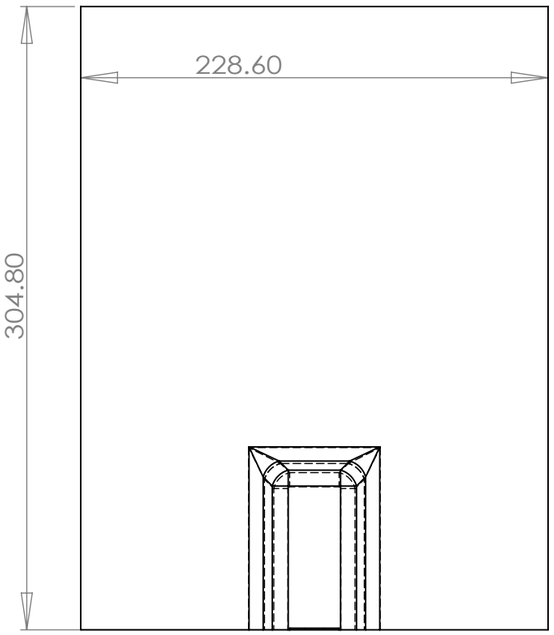
SHEET 1 OF 1

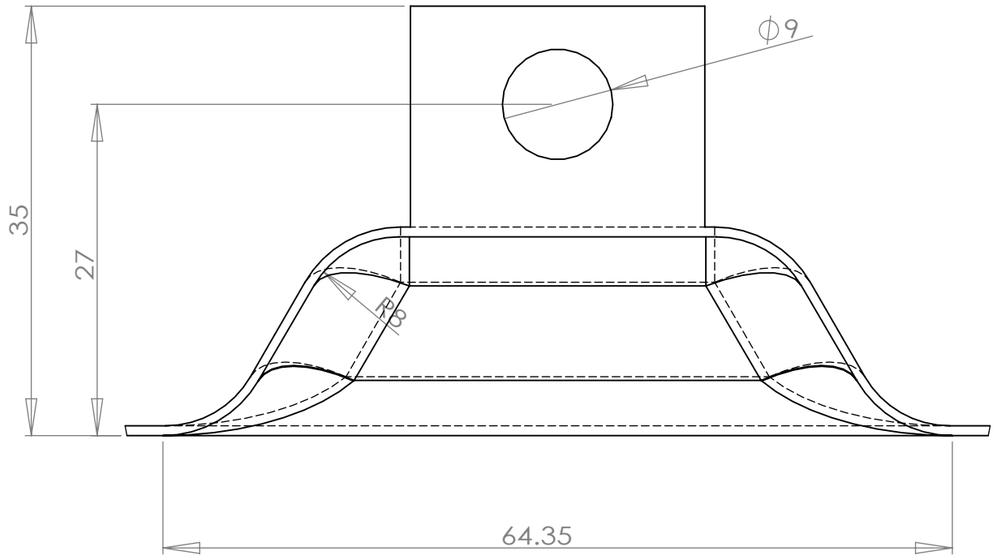
529

Unit: mm
1 inch = 25.4 mm

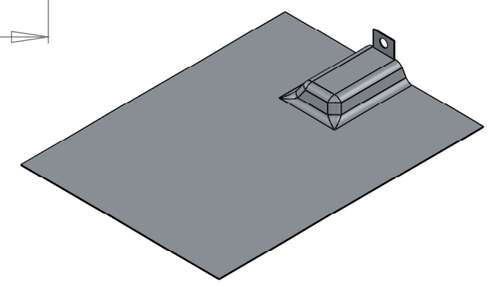








DETAIL A
SCALE 2 : 1



UNLESS OTHERWISE SPECIFIED: DIMENSIONS ARE IN MILLIMETERS SURFACE FINISH: TOLERANCES: LINEAR: ANGULAR:	FINISH:	DEBUR AND BREAK SHARP EDGES	DO NOT SCALE DRAWING / REVISION

	NAME	SIGNATURE	DATE
DRAWN			
CHK'D			
APPV'D			
MFG			
Q.A			

MATERIAL: 3003 H14

WEIGHT: 154.9g

TITLE:

Magerack
Part Number:
101-006-100

DWG NO. L-foot Flashing

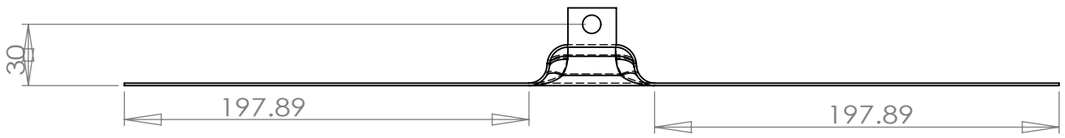
A3

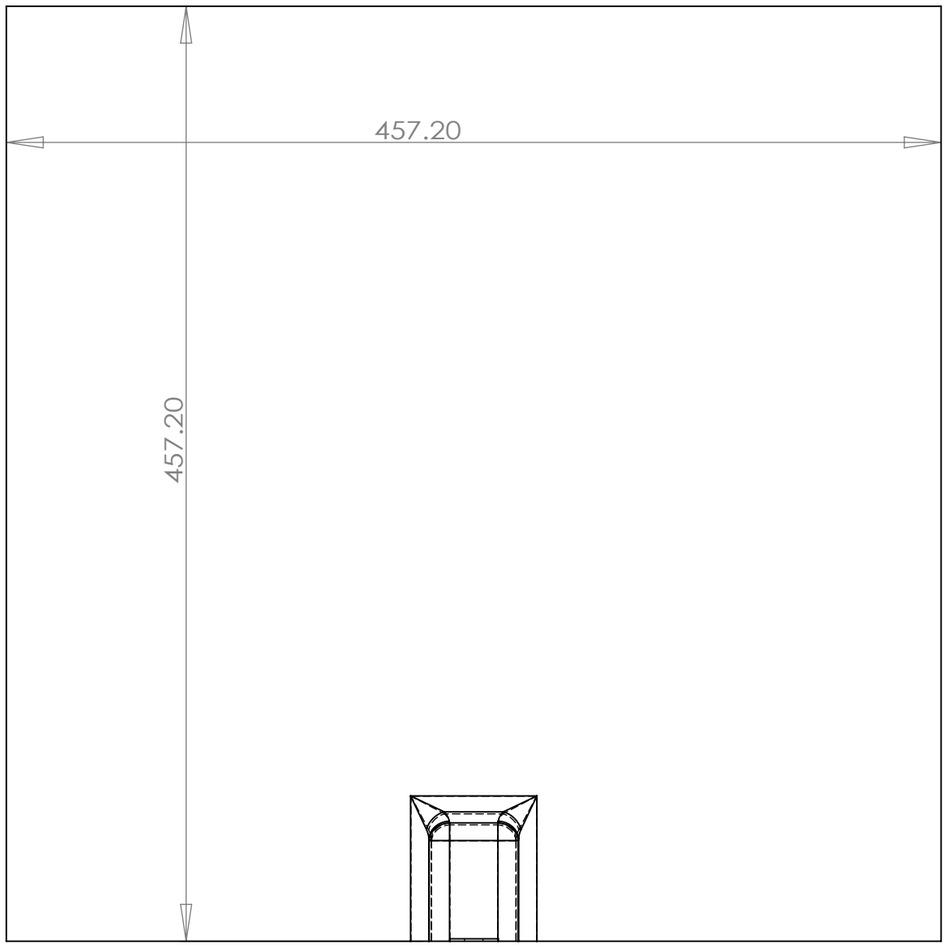
SCALE1:3

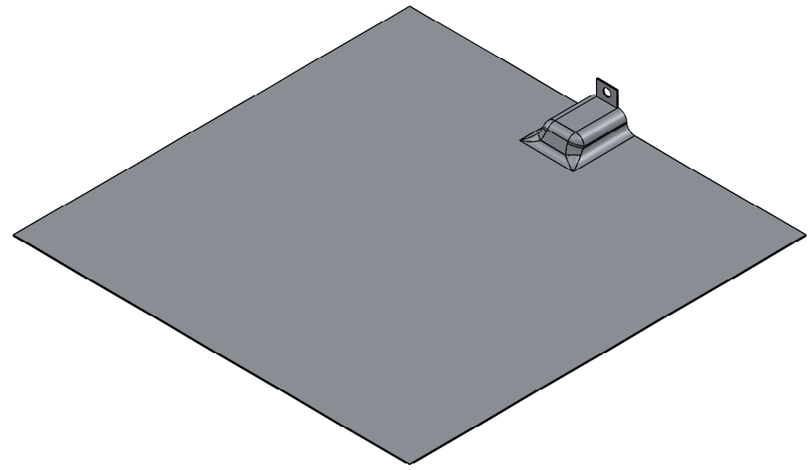
SHEET 1 OF 1

530

Unit: mm
1 inch = 25.4 mm



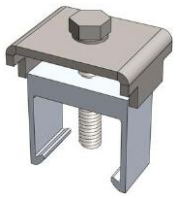


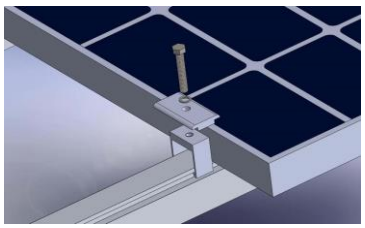


UNLESS OTHERWISE SPECIFIED: DIMENSIONS ARE IN MILLIMETERS SURFACE FINISH: TOLERANCES: LINEAR: ANGULAR:		FINISH:		DEBUR AND BREAK SHARP EDGES		DO NOT SCALE DRAWING	REVISION
	NAME	SIGNATURE	DATE			TITLE: Magerack Part Number: 101-006-300	
DRAWN							
CHK'D							
APPV'D							
MFG							
Q.A				MATERIAL: 3003 H14		DWG NO. L-foot Flashing for Shake Roof	
				WEIGHT: 683.98g		SCALE1:3	SHEET 1 OF 1

531

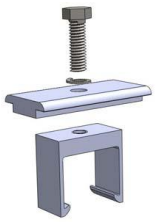
Mid Clamps





Mid Clamp:

- One (1) mid clamp top
- One (1) mid clamp bottom
- One 5/16 1-1/2” (or 5/16 1-1/4”) stainless steel bolt/washer
- P.E. certified and Class ‘A’ Fire Rating



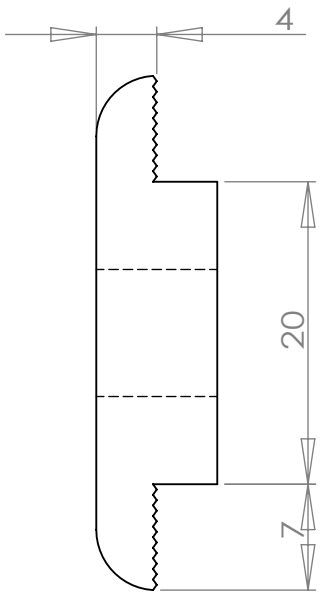
Mid Clamp with Integrated Bonding:

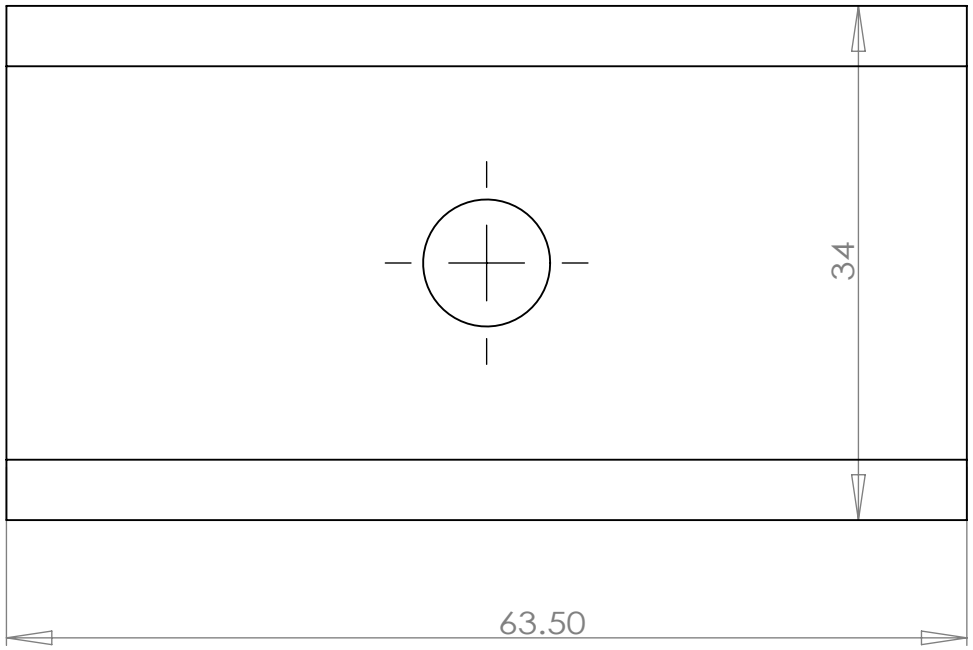
- One (1) stainless steel mid clamp top
- One (1) mid clamp bottom
- One 5/16 1-5/8” stainless steel bolt/washers
- UL 2703 compliance, P.E. certified and Class ‘A’ Fire Rating

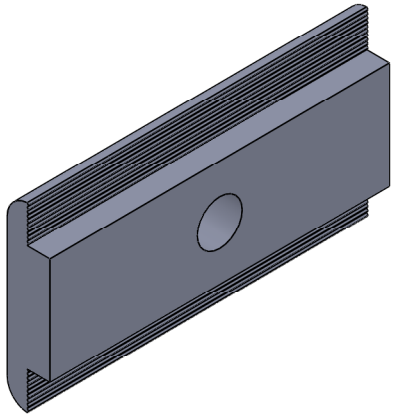
Material: Extruded aluminum alloy 6061-T6 or 304 stainless steel
Finish: Mill finish, clear or black anodized
Ultimate Tensile: 38 ksi
Yield: 35 ksi
Installation: Use anti-seize and tighten to 12 lb-ft of torque

Part #	Description	Finish	PV Module Frame Depth	Unit Weight (LB)
101-002-101	Mid clamp (mid clamp top and bottom, 1-1/2” bolt/washer)	Clear	>=1.34” (34 mm)	0.16
101-002-201		Black		
101-002-202	Mid clamp (mid clamp top and bottom, 1-1/4” bolt/washer)	Black	<1.34” (34 mm)	0.16
101-002-301	Mid clamp with integrated bonding (mid clamp top and bottom, 1-5/8” bolt/washers)	Clear	>=1.22” (31 mm)	0.20
101-002-401		Black		

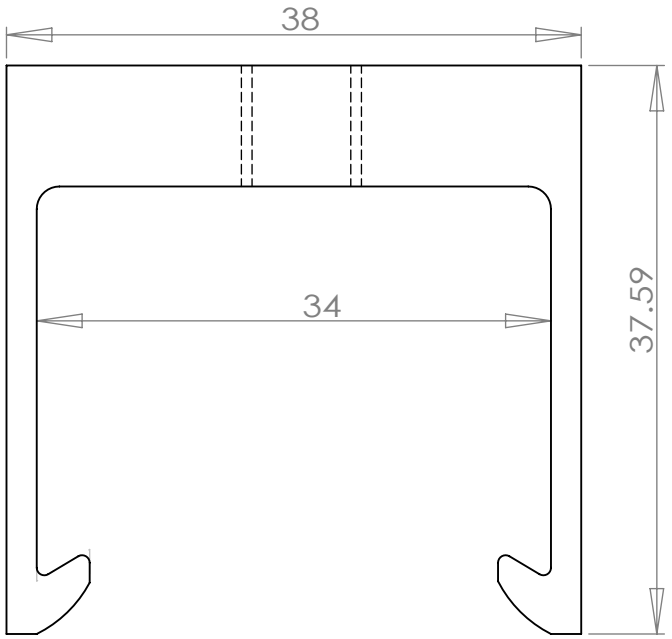
Unit: mm
1 inch = 25.4 mm

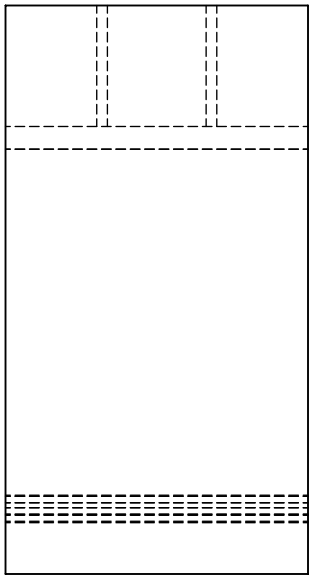


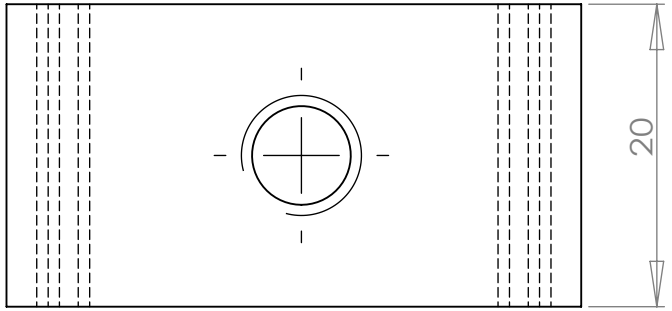




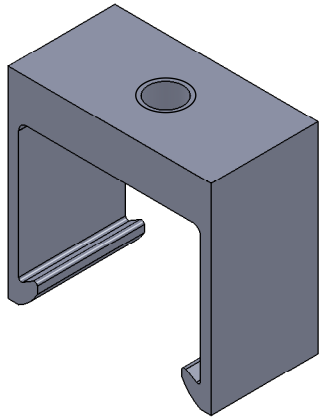
UNLESS OTHERWISE SPECIFIED: DIMENSIONS ARE IN MILLIMETERS SURFACE FINISH: TOLERANCES: LINEAR: ANGULAR:		FINISH:		DEBUR AND BREAK SHARP EDGES	DO NOT SCALE DRAWING	REVISION A
	NAME	SIGNATURE	DATE		TITLE:	Magerack Part Number: 101-002-101 101-002-201
DRAWN						
CHK'D						
APPV'D						
MFG						
Q.A				MATERIAL: 6061-T6	DWG NO.	Mid Clamp Top
						533
				WEIGHT: 33.51g	SCALE: 2:1	SHEET 1 OF 1



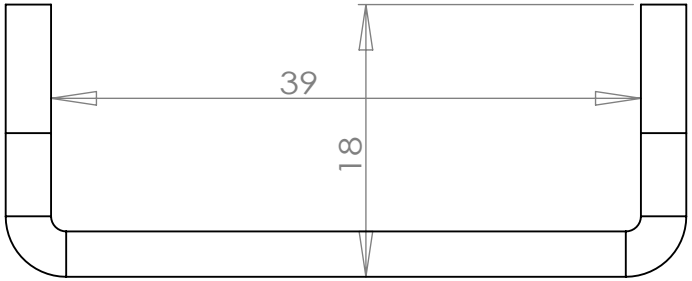


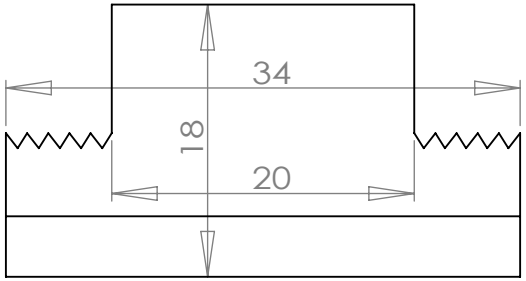


Unit: mm
1 inch = 25.4 mm

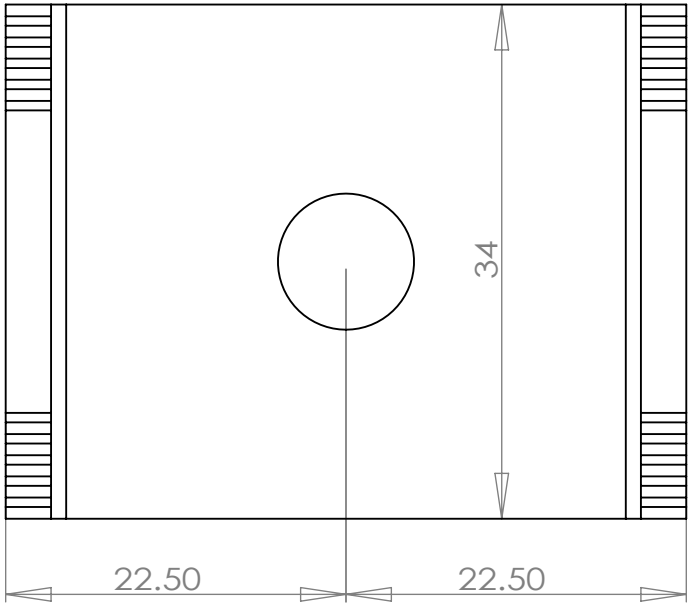


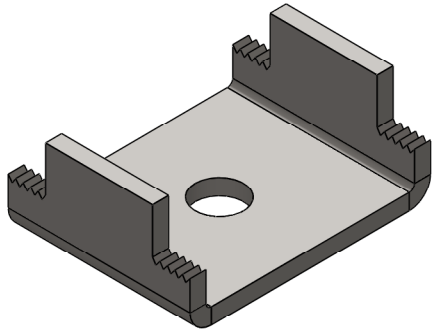
UNLESS OTHERWISE SPECIFIED: DIMENSIONS ARE IN MILLIMETERS SURFACE FINISH: TOLERANCES: LINEAR: ANGULAR:		FINISH:		DEBUR AND BREAK SHARP EDGES		DO NOT SCALE DRAWING	REVISION A
	NAME	SIGNATURE	DATE			TITLE:	Magerack Part Number: 101-002-101 101-002-201
DRAWN							
CHK'D							
APPV'D							
MFG							
Q.A				MATERIAL:	6061-T6	DWG NO.	Mid Clamp Bottom
				WEIGHT:	23.00g	SCALE:2:1	SHEET 1 OF 1





Unit: mm
1 inch = 25.4 mm





UNLESS OTHERWISE SPECIFIED: DIMENSIONS ARE IN MILLIMETERS SURFACE FINISH: TOLERANCES: LINEAR: ANGULAR:	FINISH:	DEBUR AND BREAK SHARP EDGES	DO NOT SCALE DRAWING / REVISION A

	NAME	SIGNATURE	DATE
DRAWN			
CHK'D			
APPV'D			
MFG			
Q.A			

TITLE:

Magerack
Part Number:
101-002-301, 101-002-401

MATERIAL: 304

DWG NO. Mid Clamp Top

WEIGHT: 51.87g

SCALE:2:1

SHEET 1 OF 1

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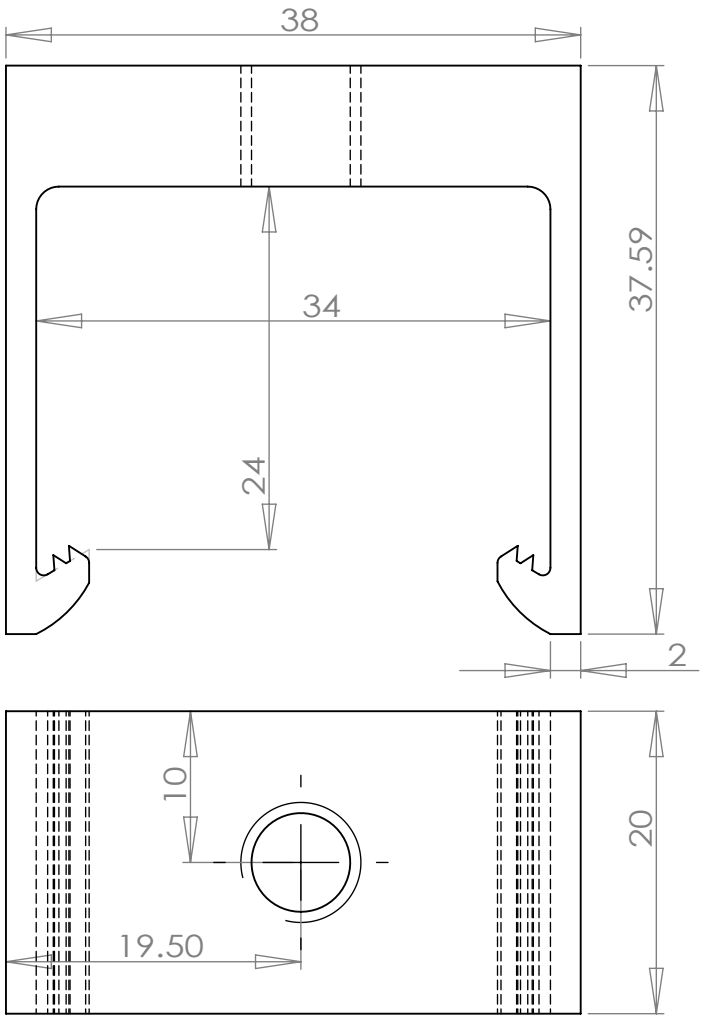
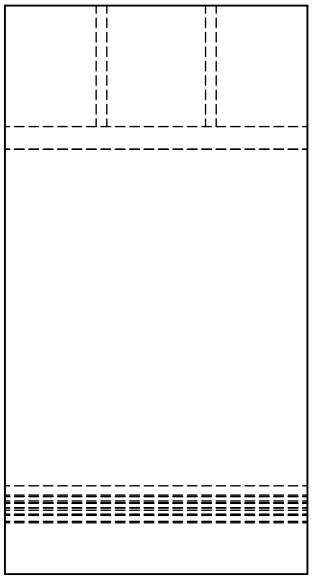
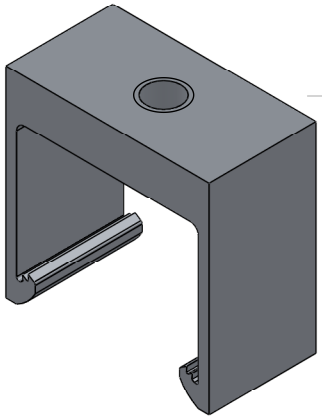




Unit: mm
1 inch = 25.4 mm



UNLESS OTHERWISE SPECIFIED: DIMENSIONS ARE IN MILLIMETERS SURFACE FINISH: TOLERANCES: LINEAR: ANGULAR:	FINISH:	DEBUR AND BREAK SHARP EDGES

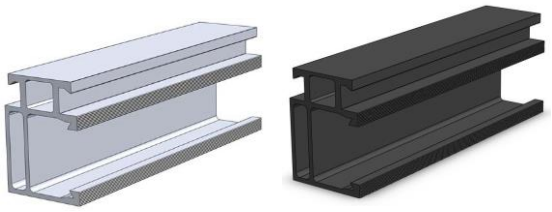
	NAME	SIGNATURE	DATE
DRAWN			
CHK'D			
APPV'D			
MFG			
Q.A			

MATERIAL:	6061-T6
WEIGHT:	24.15g

DO NOT SCALE DRAWING	REVISION A
TITLE:	Magerack Part Number: 101-002-301 101-002-401
DWG NO.	Mid Clamp Bottom
SCALE:2:1	SHEET 1 OF 1

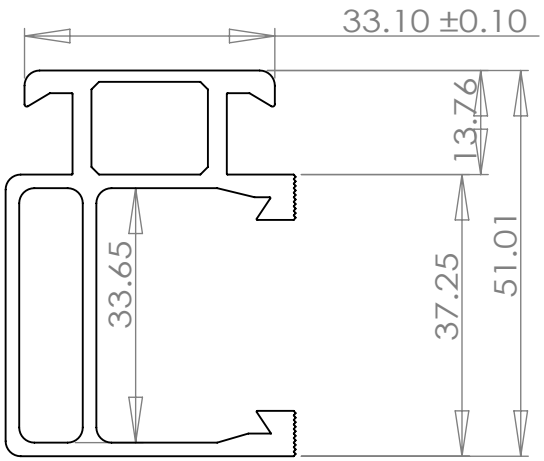
536

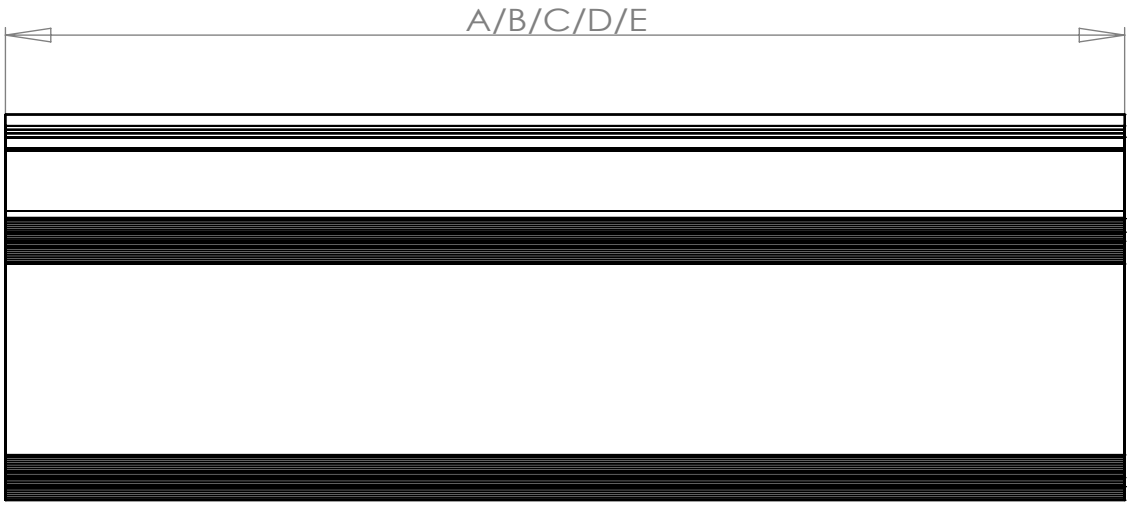
Rails



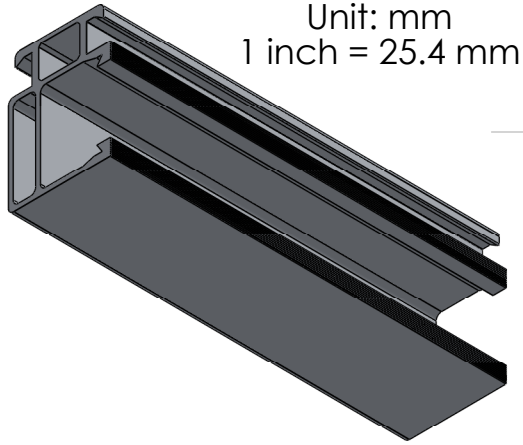
Material: Extruded aluminum alloy 6061-T6
Finish: Clear or black anodized
Ultimate Tensile: 38 ksi
Yield: 35 ksi
Installation: Use anti-seize and tighten to 12 lb-ft of torque
Certificate: UL 2703 compliance, P.E. certified and Class 'A' Fire Rating

Part #	Length	Finish	Weight (LB)
101-001-110	10.5' (126")	Clear	7.89
101-001-112	12' (144")		9.07
101-001-114	14' (168")		10.58
101-001-117	17' (204")		12.85
101-001-120	20' (240")		15.08
101-001-210	10.5' (126")	Black	7.89
101-001-212	12' (144")		9.07
101-001-214	14' (168")		10.58
101-001-217	17' (204")		12.85
101-001-220	20' (240")		15.08





Note	Part No.	Dimension	Weight
A/10.5	101-001-110 101-001-210	3200	3.827kg
B/12	101-001-112 101-001-212	3658	4.37474kg
C/14	101-001-114 101-001-214	4267	5.10307kg
D/17	101-001-117 101-001-217	5182	6.19735kg
E/20	101-001-120 101-001-220	6096	7.29044kg



Unit: mm
1 inch = 25.4 mm

UNLESS OTHERWISE SPECIFIED:
DIMENSIONS ARE IN MILLIMETERS
SURFACE FINISH:
TOLERANCES:
LINEAR:
ANGULAR:

FINISH:

DEBUR AND BREAK SHARP EDGES

DO NOT SCALE DRAWING

REVISION A

	NAME	SIGNATURE	DATE
DRAWN			
CHK'D			
APPV'D			
MFG			
Q.A			

MATERIAL: 6061-T6

WEIGHT: 1.21716kg/m

TITLE:

Magerack

Part Number:
101-001-110, 101-001-112, 101-001-114, 101-001-117, 101-001-120
101-001-210, 101-001-212, 101-001-214, 101-001-217, 101-001-220

DWG NO. Rail

A4

SCALE:1:1

SHEET 1 OF 1

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3/2014

Magerack Corporation
4453 Enterprise Street
Fremont, CA 94538
Phone: 510.656.6661
Fax: 510. 656.6664
www.magerack.com

25 Year Limited Product Warranty

Magerack warrants to the original end-user ("Purchaser") of Magerack Solar Mounting System that Magerack manufactures ("Product") at the original installation site that the Product shall be free from defects in material and workmanship for a period of twenty-five (25) years from the date the installation of the Product is completed or 30 days after the purchase of the Product by the original Purchaser, whichever comes earlier.

This Warranty does not cover damage to the Product that occurs during its shipment, storage, or installation. This Warranty does not apply to installation that is not performed in accordance with Magerack's written installation instructions and design specifications, or installation of which the Product has been altered, modified or repaired in a manner not authorized by Magerack in writing, or installation that the Product is installed in an environment for which it was not designed. The Warranty does not apply to any installations in corrosive atmospheric conditions.

Under no circumstances shall Magerack be liable for consequential, contingent, incidental or punitive damages arising due to the use of the Product by Purchaser under any circumstances. When the Product is determined to be defective within Warranty period, Magerack shall repair or replace the defective Product under Limited Warranty in Magerack's sole discretion and Magerack shall not be responsible for the cost of any labor and any cost associated with the repair, removal, installation and shipping or transportation of the Product. Such repair or replacement shall discharge all of Magerack's liability with respect to this limited Warranty completely. Magerack's maximum liability is limited to the original purchase price of the Product due to any manufacturing or design defects or under any theory of liability, whether expressed, implied or statutory.

For other components of the solar PV system, such as solar panels, inverters, electrical components and flashings, respective Manufacturers may provide written warranties of their own. Magerack's Limited Warranty covers only its Product, and is not responsible for any other components of the solar PV system.

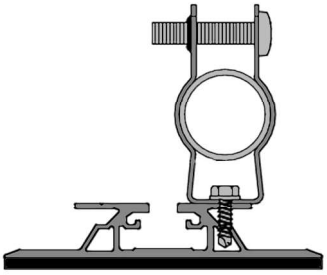
RT-MINI II

A Self-flashing PV Mount Featuring Roof Tech's AlphaSeal®

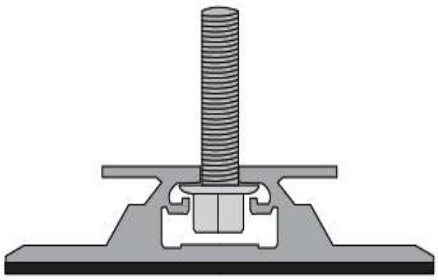
RT-MINI II is suitable for all systems with any L-Foot

- No Caulking or Pre-Drilling Required
- Universal Attachment to Any Slope
- Metal, EPDM, TPO, SBS, & Asphalt Roofs
- Wide Range of Applications & Ultimate Flexibility on the Roof
- No Need to Bend Rails
  N-S & Rotational Adjustments

Conduit Strap Installation



RT2-04-FBN25
Hex Flange Bolt and Nut Set
Required for L-Foot Attachment



Installation Manual

ICC ESR 3575

Roof Tech

The Standard for Waterproof Flexible Flashing Since 1994

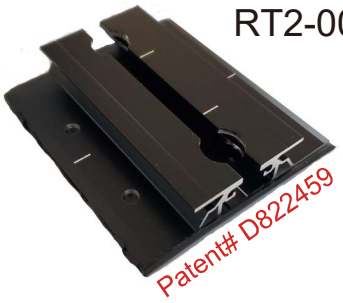
www.roof-tech.us info@roof-tech.us

RT-MINI II

Flexible Flashing Certified by the International Code Council (ICC)

Components

RT2-00-MINIBK2

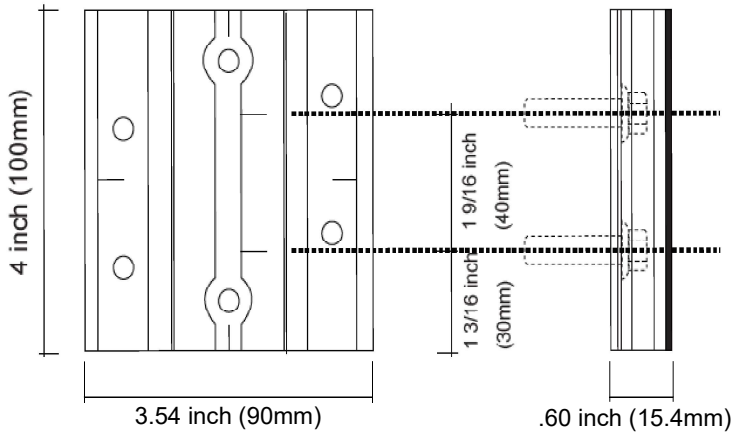


MINI II base : 20 ea.
Screw : 40 ea.
Extra RT-Butyl : 4 ea.

Optional Items:

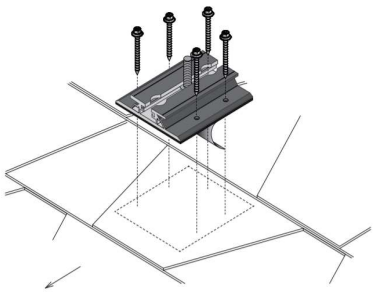
5 x 60mm Mounting Screw (RT2-04-SD5-60) : 100 ea./Bag
5/16 X 25MM Flange Bolt & Nut (RT2-04-FBN25) : 100 ea./Bag
RT-Butyl (RT2-04-MNBUTYL) : 10 ea./Box

Dimensions in (mm)

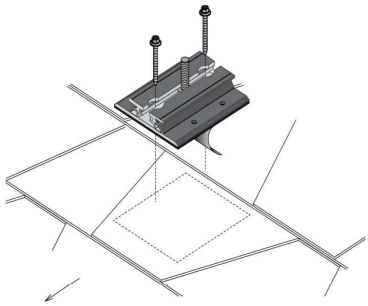


Deck Installation

OSB & PLYWOOD ONLY

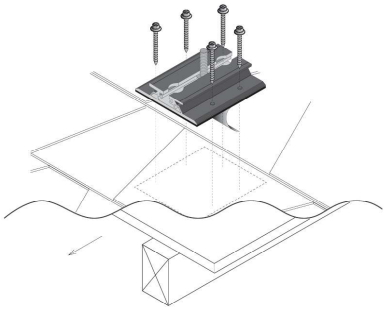


Rafter Installation



Hybrid Installation

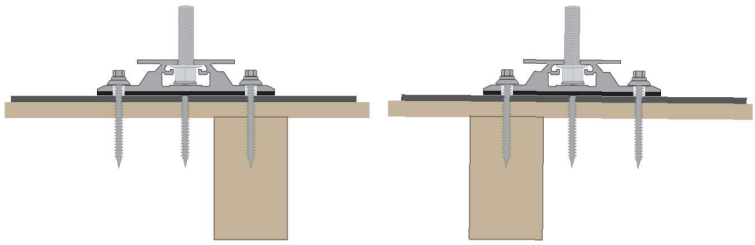
Rafter and Deck



Roof Tech Inc. AlphaSeal™ Technology has been used on over one million residential PV systems since 1994. It is the first PV mounting system with Flexible Flashing certified by the ICC, engineered to withstand wind speeds up to 180 mph and ground snow up to 90 psf.

Engineered to ASTM D 1761
(Standard Test Methods for Mechanical Fasteners in Wood)

Offset Rafter Attachment Options



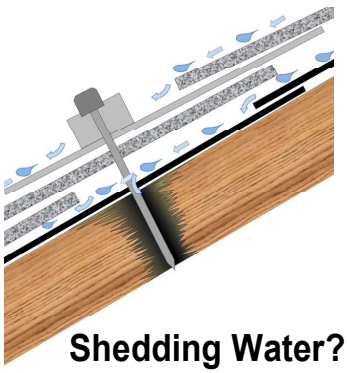
ICC ESR-3575

ASTM2140 Testing

P.E. Letters

Support & Downloads

Metal Flashing Retrofit



Shedding Water?

Flexible Flashing

100% Waterproof

Roof Tech Inc.
www.roof-tech.us info@roof-tech.us
10620 Treena Street, Suite 230, San Diego, CA 92131
858.935.6064

C.S. and SolarEdge Fire Station #19 3360 Huffman Mill Pike, Lexington, KY 40511, USA

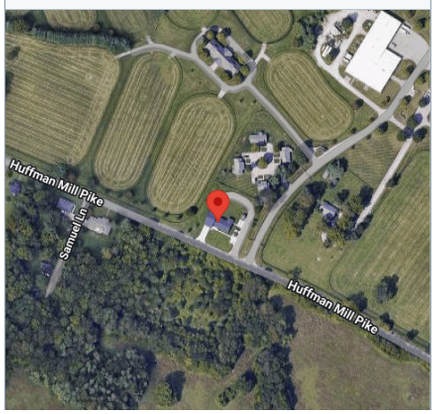
Project Details

Address	3360 Huffman Mill Pike, Lexington, KY 40511, USA
Owner	Nathan Mann
Last Modified	Nathan Mann 20 minutes ago
Location	(38.12661849999999, -84.44599219999999) (GMT -5)
Profile	Default Residential

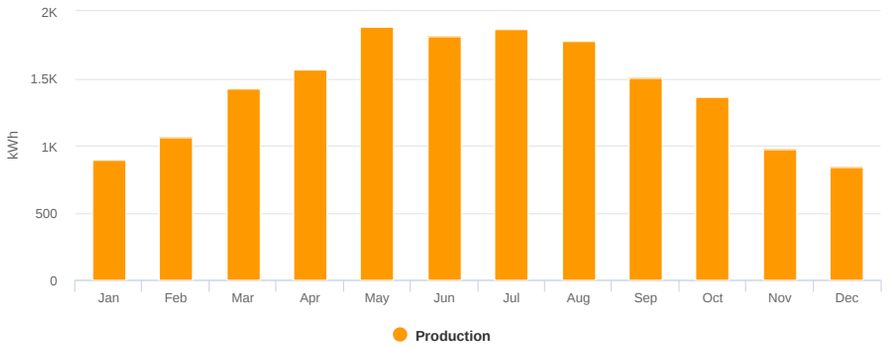
System Metrics

Design	C.S. and SolarEdge
Module DC Nameplate	11.8 kW
Inverter AC Nameplate	10.0 kW Load Ratio: 1.18
Annual Production	17.0 MWh
Performance Ratio	85.5%
kWh/kWp	1,434.0
Weather Dataset	TMY, 10km Grid (38.15,-84.45), NREL (prospector)
Simulator Version	255cc6fbde-502a43aab7-1891f3c5ae-79326842bf

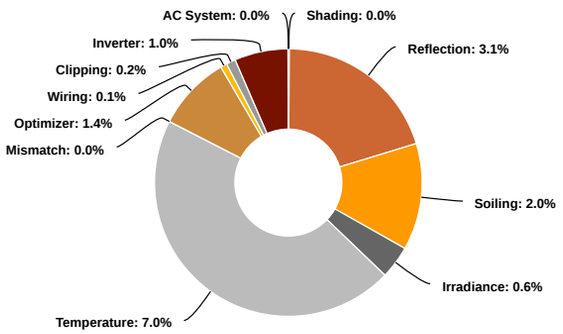
Project Location



Production



System Loss



Annual Production

	Description	Output	% Delta
Irradiance (kWh/m²)	Annual Global Horizontal Irradiance	1,507.8	-
	POA Irradiance	1,677.8	11.3%
	Shaded Irradiance	1,677.5	-0.0%
	Irradiance After Reflection	1,625.1	-3.1%
	Irradiance After Soiling	1,592.6	-2.0%
	Total Collector Irradiance	**1,592.6**	**0.0%**
Energy (kWh)	Nameplate	18,865.4	-
	Output at Irradiance Levels	18,749.1	-0.6%
	Output at Cell Temperature Derate	17,431.1	-7.0%
	Output After Mismatch	17,431.0	-0.0%
	Optimizer Output	17,187.0	-1.4%
	Optimal DC Output	17,166.4	-0.1%
	Constrained DC Output	17,136.5	-0.2%
	Inverter Output	16,965.1	-1.0%
	Energy to Grid	**16,963.9**	**-0.0%**

Temperature Metrics	
Avg. Operating Ambient Temp	15.0°C
Avg. Operating Cell Temp	32.3°C

Simulation Metrics	
Operating Hours	4,661
Solved Hours	4,661
Pending Hours	-
Error Hours	-

Condition Set

Description	Condition Set 1
Weather Dataset	TMY, 10km Grid (38.15,-84.45), NREL(prospector) (download)
Solar Angle Location	Meteo Lat/Lng
Transposition Model	Perez Model
Temperature Model	Sandia Model

Temperature Model Parameters

Rack Type	a	b	Temperature Delta
Fixed Tilt	-3.56	-0.08	3.0°C
Flush Mount	-2.81	-0.05	0.0°C
East-West	-3.56	-0.08	3.0°C
Carport	-3.56	-0.08	3.0°C

Soiling (%)

J	F	M	A	M	J	J	A	S	O	N	D
2	2	2	2	2	2	2	2	2	2	2	2

Irradiation Variance	5.0%
Cell Temperature Spread	4.0°C
Module Binning Range	-2.5% to 2.5%
AC System Derate	0.50%

Component Characterizations

Type	Component	Characterization
Module	CS6.1-54TM-455H (1000V) (Canadian Solar)	Spec Sheet Characterization,PAN
Buck Boost Optimizer	S500 (SolarEdge)	Mfg Spec Sheet
Inverter	SE10000H-US (240V) (SolarEdge)	Spec Sheet

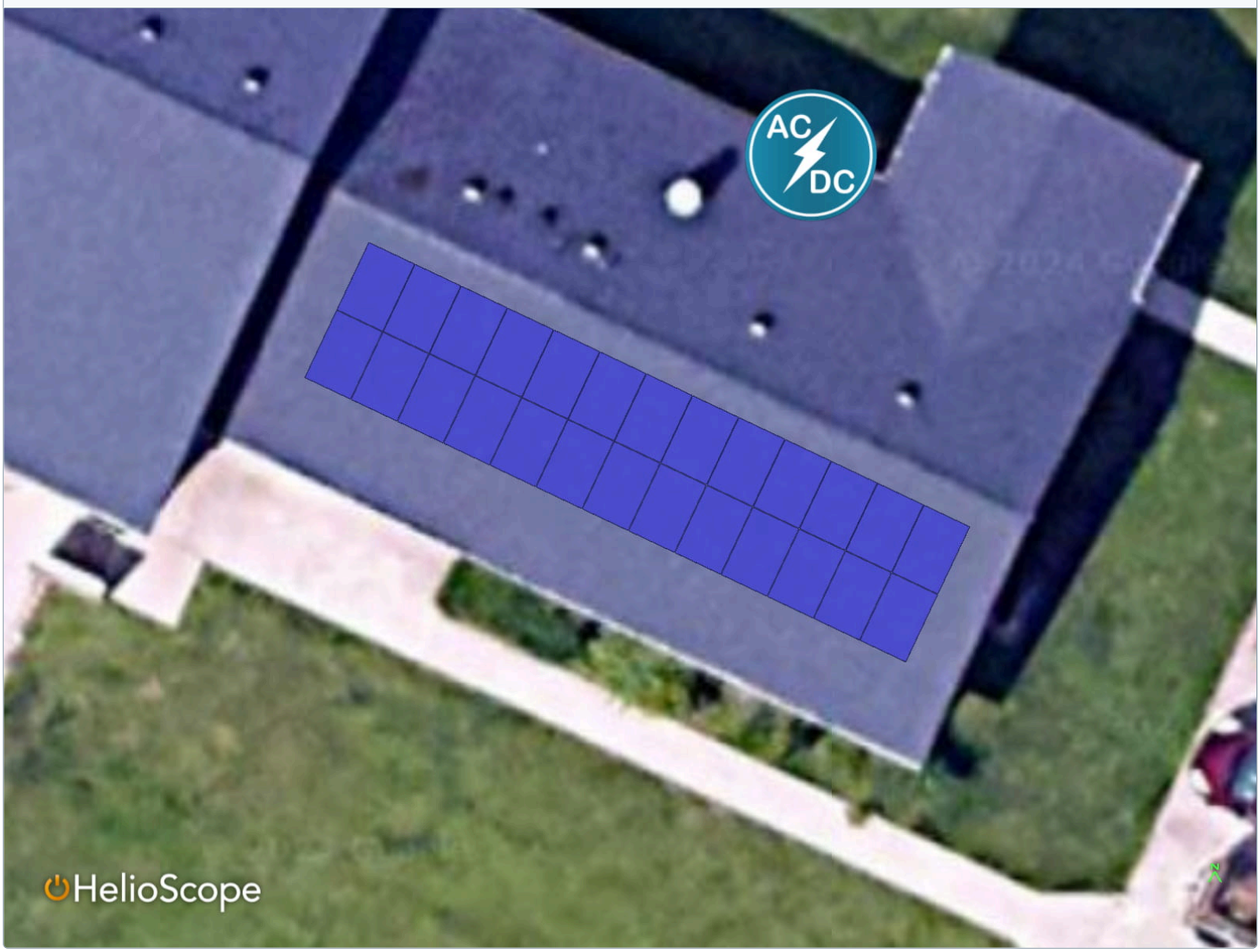
Design BOM

Component	Type	Quantity
6 AWG (Copper)	AC Home Runs	1
SE10000H-US (240V)	Inverters	1
CS6.1-54TM-455H (1000V)	Modules	26
S500	Optimizers	26
10 AWG (Copper)	Strings	2

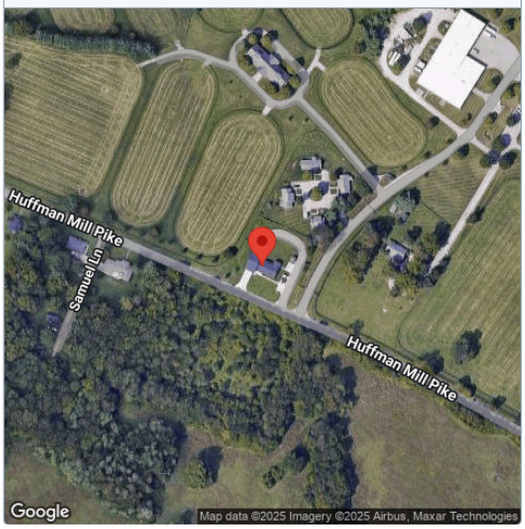
Monthly Shading

Month	GHI (kWh/m^2)	POA (kWh/m^2)	Shaded (kWh/m^2)	Nameplate (kWh)	Grid (kWh)
January	60.1	82.3	82.3	919.4	890.1
February	78.0	99.6	99.6	1,117.7	1,061.7
March	117.3	137.2	137.2	1,544.6	1,424.1
April	146.2	155.3	155.3	1,749.1	1,564.8
May	187.9	189.8	189.8	2,137.6	1,886.8
June	189.1	185.1	185.1	2,083.7	1,817.0
July	190.2	190.7	190.7	2,146.4	1,865.6
August	173.4	181.3	181.3	2,041.8	1,775.9
September	133.8	151.0	151.0	1,699.3	1,500.3
October	107.9	134.2	134.2	1,509.5	1,360.6
November	69.5	92.9	92.8	1,040.9	973.1
December	54.4	78.4	78.3	875.4	843.9

Design Render



Project Location



Design Wiring Zone

Description	Combiner Poles	String Size	Stringing Strategy
Wiring Zone	-	-	Along Racking

Field Segments

Description	Racking	Orientation	Tilt	Azimuth	Intrarow Spacing	Frame Size	Frames	Modules	Power
Field Segment 1	Flush Mount	Portrait (Vertical)	22°	205.335°	0.0 ft	1x1	26	26	11.83 kW

MANN SOLAR
1480 Fisher Ford Road, Lancaster, KY 40444
859-428-7292

KU/LGE Project References

1. Woller: 802 Cassity Way, Nicholasville, KY 40356
   14.4kw Grid-Tied Hybrid Carport System using Philadelphia Solar 400w Bi-Facial Modules and Luxpower Inverter System with Tigo Optimizers

2. DeVriendt: 137 W. Honaker Road, Stamping Ground, KY 40379
   Ground Mounted 7.6kw Grid-Tied Array using HT-SAAE 540w Bi-Facial Modules and Growatt String Inverter.

QUOTE

QOT-1711

01/08/2025

Expires on 02/07/2025
Due on receipt

Mann Solar

1480 Fisher Ford Road
Lancaster KY 40444
Email : nathan@mannsolar.com
Phone : 859-428-7292
Website : mannsolar.com

Customer #CUS-1148

Billing address

Lexington Fire Department - Station 19

Shipping address

Lexington Fire Department - Station 19
3360 Huffman Mill Pike
Lexington KY 40511

Item name & description	Tax	Qty.	Unit price	Amount
CS6.1-54TM-455H Canadian Solar 455w Black on Black Bi-Facial Solar Panel Industry Leading Warranty 25-Year Workmanship Warranty 30-Year Performance Warranty	✓	26	$215.00 /piece	$5,590.00
SE10000H-US Solaredge HD Wave String Inverter 10kw Solaredge 10Kw grid tied inverter, model HD Wave	✓	1	$2,700.00 /piece	$2,700.00
SE-S500 SolarEdge S500 Optimizer 25-Year Warranty	✓	26	$113.00 /piece	$2,938.00
roof-rack Roof mount Racking System	✓	1	$2,100.00 /piece	$2,100.00
Miscellaneous Installation Parts Miscellaneous Installation Parts Wire, Conduit, Junction Boxes, Disconnects, Breakers, etc.	✓	1	$1,500.00 /piece	$1,500.00
Installation Installation		1	$15,000.00 /job	$15,000.00
struct-letter Stamped Structural Engineering Letter		1	$500.00 /job	$500.00

Subtotal	**$30,328.00**
KY ($14,828.00 @ 6%)	$889.68
Total	**$31,217.68**

Payment Information

*If paying by check, please reference your Invoice # or #'s in memo field of your check.
*Acceptance & Payment of this invoice gives Mann Solar permission to use any installation photos that our installers take or that you send to us, for marketing purposes, unless you instruct us otherwise.

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Installation Installation		1	$13,000.00 /job	$13,000.00
struct-letter Stamped Structural Engineering Letter		1	$500.00 /job	$500.00

own-all Owner Allowance	1	$2,000.00 /day	$2,000.00
	Subtotal		**$30,328.00**
	KY ($14,828.00 @ 6%)		$889.68
	Total		**$31,217.68**

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INVERTERS

Single Phase Inverter with HD-Wave Technology

for North America

SE3000H-US / SE3800H-US / SE5000H-US / SE6000H-US / SE7600H-US / SE10000H-US / SE11400H-US

12-25 YEAR WARRANTY

Optimized installation with HD-Wave technology

- Specifically designed to work with power optimizers
- Record-breaking efficiency
- Fixed voltage inverter for longer strings
- Integrated arc fault protection and rapid shutdown for NEC 2014 and 2017, per article 690.11 and 690.12
- UL1741 SA certified, for CPUC Rule 21 grid compliance
- Extremely small
- Built-in module-level monitoring
- Outdoor and indoor installation
- Optional: Revenue grade data, ANSI C12.20 Class 0.5 (0.5% accuracy)

/ Single Phase Inverter with HD-Wave Technology for North America

SE3000H-US / SE3800H-US / SE5000H-US / SE6000H-US/ SE7600H-US / SE10000H-US / SE11400H-US

	SE3000H-US	SE3800H-US	SE5000H-US	SE6000H-US	SE7600H-US	SE10000H-US	SE11400H-US	
OUTPUT								
Rated AC Power Output	3000	3800 @ 240V 3300 @ 208V	5000	6000 @ 240V 5000 @ 208V	7600	10000	11400 @ 240V 10000 @ 208V	VA
Maximum AC Power Output	3000	3800 @ 240V 3300 @ 208V	5000	6000 @ 240V 5000 @ 208V	7600	10000	11400 @ 240V 10000 @ 208V	VA
AC Output Voltage Min.-Nom.-Max. (211 - 240 - 264)	✓	✓	✓	✓	✓	✓	✓	Vac
AC Output Voltage Min.-Nom.-Max. (183 - 208 - 229)	-	✓	-	✓	-	-	✓	Vac
AC Frequency (Nominal)	59.3 - 60 - 60.5[1]							Hz
Maximum Continuous Output Current @240V	12.5	16	21	25	32	42	47.5	A
Maximum Continuous Output Current @208V	-	16	-	24	-	-	48.5	A
GFDI Threshold	1							A
Utility Monitoring, Islanding Protection, Country Configurable Thresholds	Yes							
INPUT								
Maximum DC Power @240V	4650	5900	7750	9300	11800	15500	17650	W
Maximum DC Power @208V	-	5100	-	7750	-	-	15500	W
Transformer-less, Ungrounded	Yes							
Maximum Input Voltage	480							Vdc
Nominal DC Input Voltage	380				400			Vdc
Maximum Input Current @240V[2]	8.5	10.5	13.5	16.5	20	27	30.5	Adc
Maximum Input Current @208V[2]	-	9	-	13.5	-	-	27	Adc
Max. Input Short Circuit Current	45							Adc
Reverse-Polarity Protection	Yes							
Ground-Fault Isolation Detection	600kΩ Sensitivity							
Maximum Inverter Efficiency	99	99.2						%
CEC Weighted Efficiency	99						99 @ 240V 98.5 @ 208V	%
Nighttime Power Consumption	< 2.5							W
ADDITIONAL FEATURES								
Supported Communication Interfaces	RS485, Ethernet, ZigBee (optional), Cellular (optional)							
Revenue Grade Data, ANSI C12.20	Optional[3]							
Rapid Shutdown - NEC 2014 and 2017 690.12	Automatic Rapid Shutdown upon AC Grid Disconnect							
STANDARD COMPLIANCE								
Safety	UL1741, UL1741 SA, UL1699B, CSA C22.2, Canadian AFCI according to T.I.L. M-07							
Grid Connection Standards	IEEE1547, Rule 21, Rule 14 (HI)							
Emissions	FCC Part 15 Class B							
INSTALLATION SPECIFICATIONS								
AC Output Conduit Size / AWG Range	1" Maximum / 14-6 AWG					1" Maximum /14-4 AWG		
DC Input Conduit Size / # of Strings / AWG Range	1" Maximum / 1-2 strings / 14-6 AWG					1" Maximum / 1-3 strings / 14-6 AWG		
Dimensions with Safety Switch (HxWxD)	17.7 x 14.6 x 6.8 / 450 x 370 x 174					21.3 x 14.6 x 7.3 / 540 x 370 x 185		in / mm
Weight with Safety Switch	22 / 10		25.1 / 11.4	26.2 / 11.9		38.8 / 17.6		lb / kg
Noise	< 25				<50			dBA
Cooling	Natural Convection							
Operating Temperature Range	-13 to +140 / -25 to +60[4] (-40˚F / -40˚C option)[5]							˚F / ˚C
Protection Rating	NEMA 4X (Inverter with Safety Switch)							

[1] For other regional settings please contact SolarEdge support
[2] A higher current source may be used; the inverter will limit its input current to the values stated
[3] Revenue grade inverter P/N: SExxxxH-US000NNC2
[4] For power de-rating information refer to: https://www.solaredge.com/sites/default/files/se-temperature-derating-note-na.pdf
[5] -40 version P/N: SExxxxH-US000NNU4

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Power Optimizer

For Residential Installations

S440 / S500 / S500B / S650B

POWER OPTIMIZER

Enabling PV power optimization at the module level

- Specifically designed to work with SolarEdge residential inverters
- Detects abnormal PV connector behavior, preventing potential safety issues*
- Module-level voltage shutdown for installer and firefighter safety
- Superior efficiency (99.5%)
- Mitigates all types of module mismatch loss, from manufacturing tolerance to partial shading
- Faster installations with simplified cable management and easy assembly using a single bolt
- Flexible system design for maximum space utilization
- Compatible with bifacial PV modules

* Functionality subject to inverter model and firmware version

Power Optimizer

For Residential Installations

S440 / S500 / S500B / S650B

	S440	S500	S500B	S650B	UNIT
INPUT					
Rated Input DC Power[1]	440[2]	500[3]		650	W
Absolute Maximum Input Voltage (Voc)	60		125	85	Vdc
MPPT Operating Range	8 – 60		12.5 – 105	12.5 – 85	Vdc
Maximum Short Circuit Current (Isc) of Connected PV Module	14.5[2]	15			Adc
Maximum Efficiency	99.5				%
Weighted Efficiency	98.6				%
Overvoltage Category	II				
OUTPUT DURING OPERATION					
Maximum Output Current	15				Adc
Maximum Output Voltage	60		80		Vdc
OUTPUT DURING STANDBY (POWER OPTIMIZER DISCONNECTED FROM INVERTER OR INVERTER OFF)					
Safety Output Voltage per Power Optimizer	1 ± 0.1				Vdc
STANDARD COMPLIANCE[4]					
EMC	FCC Part 15 Class B, IEC61000-6-2, IEC61000-6-3, CISPR11, EN-55011				
Safety	IEC62109-1 (class II safety), UL1741				
Material	UL94 V-0, UV Resistant				
RoHS	Yes				
Fire Safety	VDE-AR-E 2100-712:2018-12				
INSTALLATION SPECIFICATIONS					
Maximum Allowed System Voltage	1000				Vdc
Dimensions (W x L x H)	129 x 155 x 30		129 x 165 x 45		mm
Weight	720		790		gr
Input Connector	MC4[5]				
Input Wire Length	0.1				m
Output Connector	MC4				
Output Wire Length	(+) 2.3, (-) 0.10				m
Operating Temperature Range[6]	-40 to +85				˚C
Protection Rating	IP68				
Relative Humidity	0 – 100				%

(1) Rated power of the module at STC will not exceed the Power Optimizer Rated Input DC Power. Modules with up to +5% power tolerance are allowed.
(2) For installations after April 1st, 2024, the Rated Input DC Power for S440 is 490W, and the Maximum Isc of Connected PV Module is 15A.
(3) For installations after April 1st, 2024, the Rated Input DC Power for S500 and S500B is 550W.
(4) For details about CE compliance, see Declaration of Conformity – CE.
(5) For other connector types please contact SolarEdge.
(6) Power derating is applied for ambient temperatures above +85°C for S440 and S500, and for ambient temperatures above +75°C for S500B. Refer to the Power Optimizers Temperature Derating technical note for details.

PV System Design Using a SolarEdge Inverter[7]		SolarEdge Home Wave Inverter Single Phase	SolarEdge Home Short String Inverter Three Phase	Three Phase for 230/400V Grid	Three Phase for 277/480V Grid	
Minimum String Length (Power Optimizers)	S440, S500	8	9	16	18	
	S500B, S650B	6	8	14		
Maximum String Length (Power Optimizers)		25	20	50		
Maximum Continuous Power per String		5700	5625	11,250	12,750	W
Maximum Allowed Connected Power per String[8] (In multiple string designs, the maximum is permitted only when the difference in connected power between strings is 2,000W or less)		6800[9]	See[8]	13,500	15,000	W
Parallel Strings of Different Lengths or Orientations		Yes				

(7) It is not allowed to mix S-series and P-series Power Optimizers in new installations in the same string.
(8) If the inverter's rated AC power ≤ the maximum continuous power per string, then the maximum connected power per string will be able to reach up to the inverter's maximum input DC power. Refer to the Single String Design Guidelines application note for details.
(9) For inverters with a rated AC power ≥ 8000W that are connected to at least two strings.

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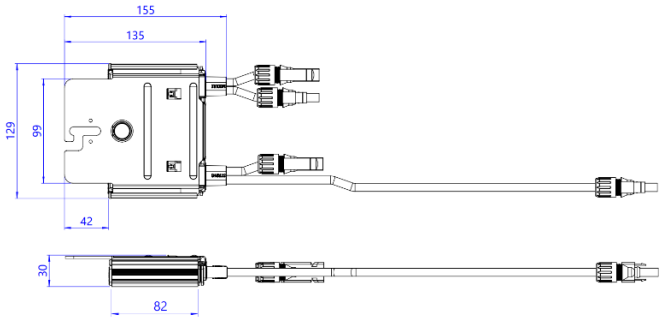
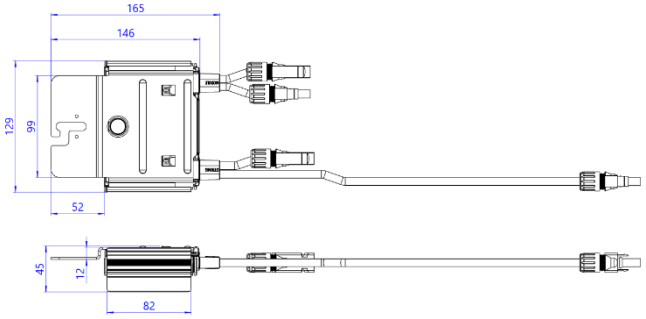
/ Power Optimizer

For Residential Installations

S440 / S500 / S500B / S650B

S440, S500, S500B[10] (Flat Bracket)	S500B[10], S650B (Bent Bracket)
	

(10) S500B has either a flat bracket or a bent bracket. S500B-1GM4M**R**M has a flat bracket, and S500B-1GM4M**B**M has a bent bracket.

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Mann Solar
(859)428-7292
www.mannsolar.com

1480 Fisher Ford Road
Lancaster, KY 40444

Your Solar Proposal

Prepared for

Fire Station #19

3360 Huffman Mill Pike, Lexington, KY 40511, USA

Prepared by

Nathan Mann

Mann Solar

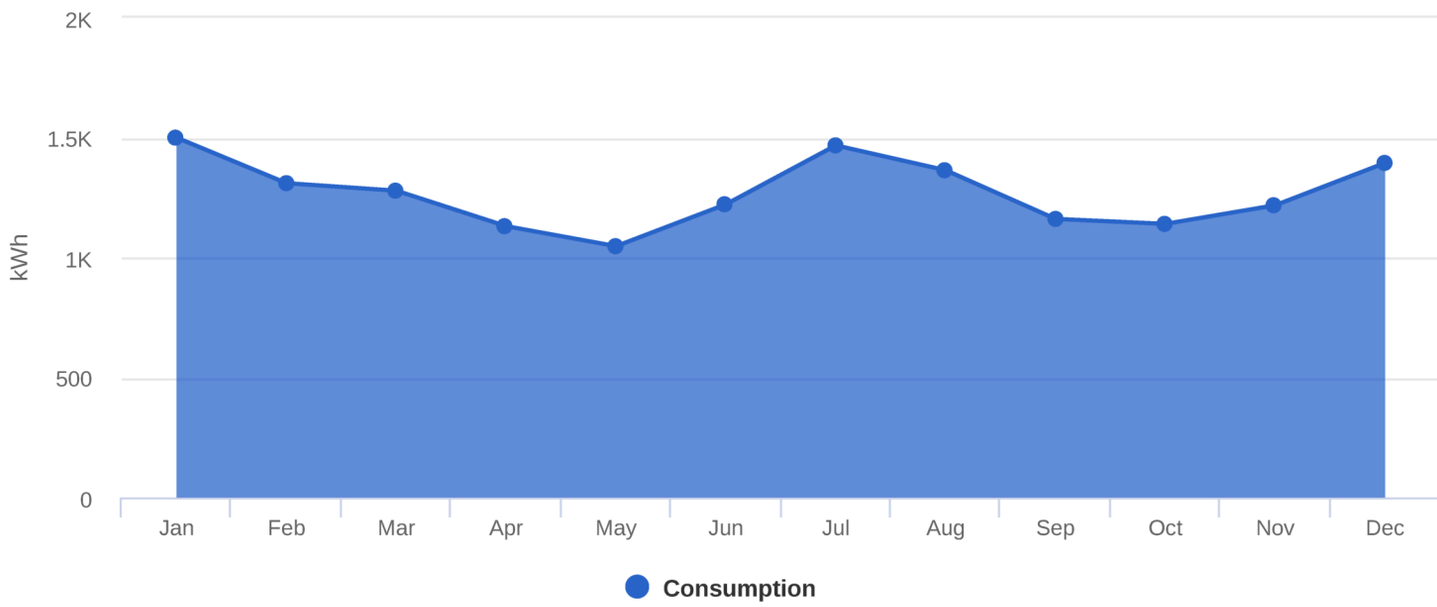
nathan@mannsolar.com

(859)428-7292 ext 707

January 08, 2025

Your Energy Costs Today

$177.77	$2,133.24	$78,986.44
Average Monthly Electric Bill	Annual Electric Bill	25-Year Electricity Costs



Utility Expense

Uncontrolled costs

4.00% annual price inflation

Dirty Energy

64% fossil fuel based

34% of US CO2 Emission

Your Solar Design

System Size (DC)

11.83 kW DC

System Size (AC)

10.00 kW AC

Annual Production

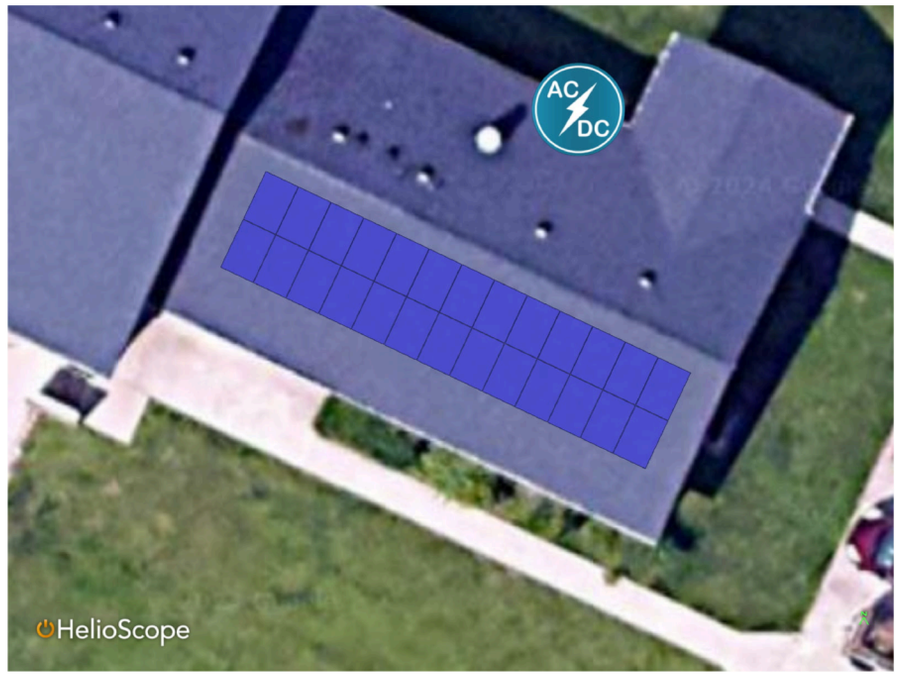
16.96 MWh

Solar Modules

(26) Canadian Solar

Inverters

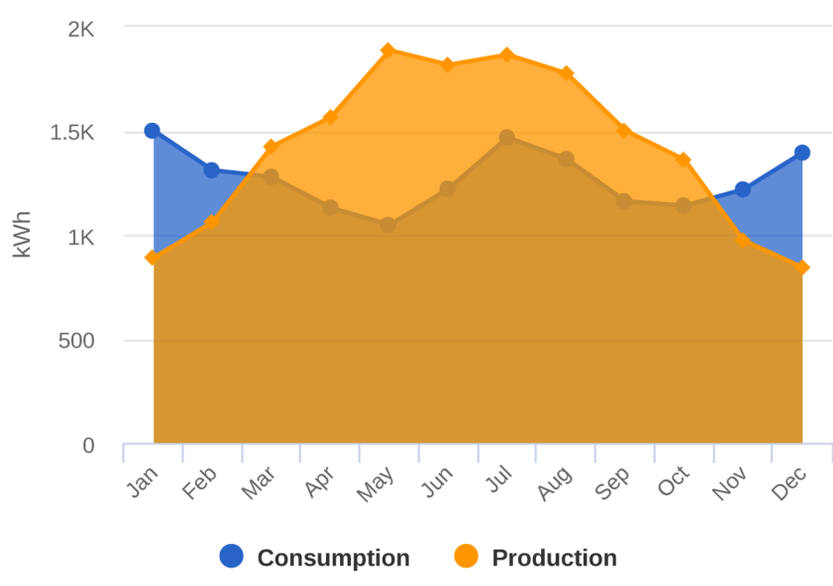
(1) SolarEdge



Production Analysis

111.33%

Energy Offset

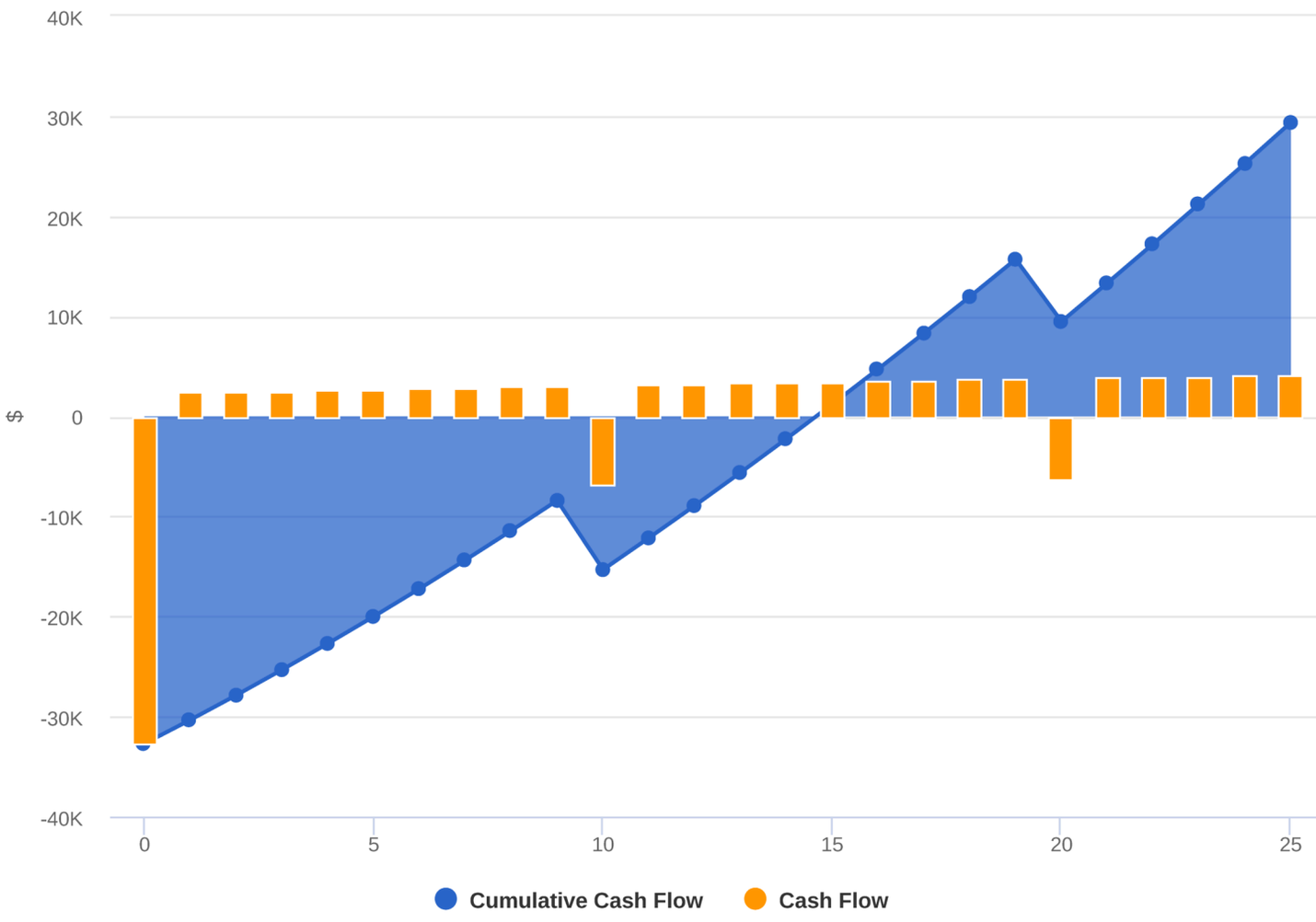


Financial Analysis

14.6 years	$2,374.94	89.81%
Payback Period	Annual Savings	Return on Investment

Monthly Bill Pre-Solar:	$177.77
Monthly Bill Post-Solar:	-$20.14
Monthly Savings:	$197.91

Upfront System Cost:	$32,695
Incentives:	$0.00
Net Cost	$32,695



Cash Flow Analysis

Year	Energy (kWh)	Cash Flow	Cumulative Cash Flow
0	0.0	-$32,695	-$32,695
1	16,963.9	$2,375	-$30,320
2	16,879.0	$2,458	-$27,862
3	16,858.9	$2,549	-$25,313
4	16,709.4	$2,620	-$22,693
5	16,624.6	$2,700	-$19,994
6	16,539.8	$2,779	-$17,215
7	16,518.3	$2,868	-$14,347
8	16,370.1	$2,934	-$11,414
9	16,285.3	$3,010	-$8,404
10	16,200.5	-$6,915	-$15,320
11	16,177.7	$3,171	-$12,149
12	16,030.9	$3,232	-$8,917
13	15,946.0	$3,304	-$5,613
14	15,861.2	$3,375	-$2,238
15	15,837.1	$3,459	$1,221
16	15,691.6	$3,515	$4,736
17	15,606.8	$3,583	$8,319
18	15,521.9	$3,651	$11,970
19	15,496.6	$3,732	$15,702
20	15,352.3	-$6,217	$9,484
21	15,267.5	$3,847	$13,332
22	15,182.7	$3,911	$17,243
23	15,156.0	$3,989	$21,232
24	15,013.0	$4,035	$25,267
25	14,928.2	$4,096	$29,364
	399,019.2	**$29,364**	**$29,364**

LIMITED PRODUCT WARRANTY

This SolarEdge Technologies Ltd. Limited Warranty covers defects in workmanship and materials of the below-listed products for the applicable Warranty Period set out below (the "Products"):

Power optimizers: 25 years commencing on the earlier of: (i) 4 months from the date the power optimizers are shipped from SolarEdge; and (ii) the installation of the power optimizers, *provided, however*, that for the module embedded power optimizers (CSI and OPJ models), the Warranty Period shall not exceed the maximum of (1) the module product warranty and (2) the module power warranty periods provided by the applicable module manufacturer.

Inverters, Safety & Monitoring Interface (SMI), Auto-transformer, Backup Interface: 12* years commencing on the earlier of: (i) 4 months from the date the products are shipped from SolarEdge; and (ii) the installation of the products.

StorEdge Interface: 10 years commencing on the earlier of: (i) 4 months from the date the Interfaces are shipped from SolarEdge; and (ii) the installation of the Interfaces.

ZigBee Gateway, Commercial Gateway, Firefighter Gateway, Smart Energy products, Cellular Communication Products, RS485 Plug-in, Energy Meter, Smart EV Charger: 5 years commencing on the earlier of: (i) 4 months from the date the product is shipped from SolarEdge; and (ii) the installation of the product. Warranty duration of wireless communication products is the same whether or not the product is pre-installed in the inverter.

* In some countries the inverter warranty is limited to 7 years. For a list of these countries please access http://www.solaredge.com/articles/warranty_exceptions

The Limited Warranty does not apply to components which are separate from the Products, ancillary equipment and consumables, such as, for example, cables, cable holders, fuses, wires and connectors, whether supplied by SolarEdge or others. Some components may carry their own manufacturer warranty. See product datasheet for more details. In addition, for all power optimizers with a part number ending in C, the SolarEdge warranty does not apply to the input connector.

The Limited Warranty only applies to the buyer who has purchased the Products from an authorized seller of SolarEdge for use within the continent where SolarEdge originally sold the Products and in accordance with their intended purpose. The Limited Warranty may be transferred from buyer to any assignee, and will remain in effect for the time period remaining under the foregoing warranties, *provided* that the Products are not moved outside their original country of installation and any reinstallation is done in accordance with the installation directions and use guidelines accompany the Products (collectively the "*Documentation*").

If, during the applicable Warranty Period, buyer discovers any defect in workmanship and materials and seeks to activate the Limited Warranty, then buyer shall, promptly after such discovery, report the defect to SolarEdge by sending an email to support@solaredge.com with the following information: (i) a short description of the defect, (ii) the Product's serial number, and (iii) a scanned copy of the purchase receipt or warranty certificate of the applicable Product.

Upon buyer's notification, SolarEdge shall determine whether the reported defect is eligible for coverage under the Limited Warranty. The Product's serial number must be legible and properly attached to the Product in order to be eligible for Warranty coverage. If SolarEdge determines that the reported defect is not eligible for coverage under the Limited Warranty, SolarEdge will notify buyer accordingly and will

explain the reason why such coverage is not available. If SolarEdge determines that the reported defect is eligible for coverage under the Limited Warranty, SolarEdge will notify buyer accordingly, and SolarEdge may, in its sole discretion, take any of the following actions:

repair the Product at SolarEdge's facilities or on-site; or

issue a credit note for the defective Product in an amount up to its actual value at the time buyer notifies SolarEdge of the defect, as determined by SolarEdge, for use toward the purchase of a new Product; or

provide Buyer with replacement units for the Product.
SolarEdge will determine whether the Product should be returned to SolarEdge and, if SolarEdge so determined, the Return Merchandise Authorization ("*RMA*") Procedure (set out below) will be invoked. Where replacement Products are sent, SolarEdge generally sends such products within 48 hours. SolarEdge may use new, used or refurbished parts that are at least functionally equivalent to the original part when making warranty repairs. The repaired Product or replacement parts or Product, as applicable, shall continue to be covered under the Limited Warranty for the remainder of the then-current Warranty Period for the Product.

Where the RMA Procedure is invoked by SolarEdge, SolarEdge will instruct buyer how to package and ship the Product or part(s) to the designated location. SolarEdge will bear the cost of such shipment, upon receipt of the Product or part(s), SolarEdge will, at its expense and sole discretion, either repair or replace the Product or part(s).

SolarEdge will deliver the repaired or replaced Product or part(s) to buyer at buyer's designated location in countries where SolarEdge has an office and/or there is a significant PV market. For the specific list of countries to which such service is provided, please access http://www.solaredge.com/articles/shipping_cost_coverage_warranty. SolarEdge will bear the cost of such shipment, including shipping and customs (where applicable) and buyer shall bear any applicable value added tax. SolarEdge may elect to ship replacement Product and/or part(s) prior to receipt of the Product and/or part(s) to be returned to SolarEdge as per the above.

All costs, including, without limitation, labor, travel and boarding costs of SolarEdge service personnel or others that are incurred for labor relating to repairs, uninstalling and reinstalling of Products on-site, as well as costs related to buyer's employees and contractors repair or replacement activities, are not covered by the Limited Warranty and, unless otherwise agreed in writing in advance by SolarEdge, shall be borne by the buyer.

Warranty Exclusions: This Limited Warranty will not apply if (a) buyer is in default under the General Terms and Conditions of other Agreement governing the purchase of the Product, or (b) the Product or any part thereof is:

- damaged as a result of misuse, abuse, accident, negligence or failure to maintain the Product;
- damaged as a result of modifications, alterations or attachments thereto which were not pre-authorized in writing by SolarEdge;
- damaged due to the failure to observe the applicable safety regulations governing the proper use of the Product;
- installed or operated not in strict conformance with the Documentation, including without limitation, not ensuring sufficient ventilation for the Product as described in SolarEdge installation guide;
- opened, modified or disassembled in any way without SolarEdge's prior written consent;

- used in combination with equipment, items or materials not permitted by the Documentation or in violation of local codes and standards;
- damaged by software, interfacing, parts, supplies or other product not supplied by SolarEdge;
- damaged as a result of improper site preparation or maintenance or improper installation;
- damaged or rendered non-functional as a result of power surges, lightning, fire, flood, pest damage, accident, action of third parties, direct exposure to sea water or other events beyond SolarEdge's reasonable control or not arising from normal operating conditions; or
- damaged during or in connection with shipping or transport to or from buyer where buyer arranges such shipping or transport.

Additional exclusions from this Warranty:

- Any EV charger cable that is damaged due to: physical abuse and damage, commercial use, rust, water damage, domestic wear and tear, use of car inlets which are incompatible with the Smart EV Charger connector;
- Cellular Wireless Communication plans which are governed under the SolarEdge Communication Plan Terms and Conditions available on the SolarEdge website; or
- The SolarEdge Energy Bank battery which is covered under the SolarEdge Energy Bank battery Warranty available on the SolarEdge website.

This Limited Warranty does not cover cosmetic or superficial defects, dents, marks or scratches, which do not influence the proper functioning of the Product.

THE LIMITED WARRANTIES SET OUT HEREIN ARE IN LIEU OF ANY OTHER WARRANTIES WITH RESPECT TO THE PRODUCTS PURCHASED BY BUYER FROM SOLAREDGE, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL (INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), ALL OF WHICH ARE EXPRESSLY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

Claims by buyer that go beyond the warranty terms set out herein, including claims for compensation or damages, are not covered by the Limited Warranty, insofar as SolarEdge is not subject to statutory liability. In such cases, please contact the company that sold you the Product. Eventual claims in accordance with the law on product liability remain unaffected.

Coverage under the Limited Warranty is subject to buyer complying with the foregoing notification requirements and cooperating with SolarEdge's directions. SolarEdge's sole obligation and buyer's exclusive remedy for any defect warranted hereunder is limited to those actions expressly stated above. Such actions are final and do not grant any further rights, in particular with respect to any claims for compensation.

Unless otherwise specified in an executed Agreement with SolarEdge, the Limited Warranty and related provisions set out herein are subject to SolarEdge's General Terms and Conditions, including, without limitation, the provisions thereof, which relate to disclaimer of warranties, limitation of liability and governing law and jurisdiction.

Revised: May 2021

RESOLUTION NO. _____ – 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE THE PROFESSIONAL SERVICES AGREEMENT (AWARDED PURSUANT TO RFP NO. 60-2024) WITH MANN SOLAR FOR THE INSTALLATION OF A ROOF-MOUNTED SOLAR PHOTOVOLTAIC SYSTEM ON FIRE STATION # 19, AT A COST NOT TO EXCEED $31,217.68.

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 Professional Services Agreement (awarded pursuant to RFP No. 60-2024), which is attached hereto and incorporated herein by reference, with Mann Solar for the installation of a roof-mounted solar photovoltaic system on Fire Station # 19.

Section 2 – That an amount, not to exceed the sum of $31,217.68, be and hereby is approved for payment to Mann Solar, from account # 1105-313201-3099-91012, pursuant to the terms of the Professional Services Agreement.

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

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0122-25:EPT:4933-2875-8807, v. 1

RESOLUTION NO. 061 – 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE THE PROFESSIONAL SERVICES AGREEMENT (AWARDED PURSUANT TO RFP NO. 60-2024) WITH MANN SOLAR FOR THE INSTALLATION OF A ROOF-MOUNTED SOLAR PHOTOVOLTAIC SYSTEM ON FIRE STATION # 19, AT A COST NOT TO EXCEED $31,217.68.

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 Professional Services Agreement (awarded pursuant to RFP No. 60-2024), which is attached hereto and incorporated herein by reference, with Mann Solar for the installation of a roof-mounted solar photovoltaic system on Fire Station # 19.

Section 2 – That an amount, not to exceed the sum of $31,217.68, be and hereby is approved for payment to Mann Solar, from account # 1105-313201-3099-91012, pursuant to the terms of the Professional Services Agreement.

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

PASSED URBAN COUNTY COUNCIL: February 20, 2025

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0122-25:EPT:4933-2875-8807, v. 1

PROFESSIONAL SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of January 27th, 2025 between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and MANN SOLAR (**PROFESSIONAL**). **OWNER** intends to proceed with a roof-mounted solar photovoltaic systems in Lexington, Kentucky as described in the attached Request for Proposal document. The services are to include design and installation of solar photovoltaic systems for the city as described in the **OWNER**'s Request for Proposal No. 60-2024. The services are hereinafter referred to as the Project.

OWNER and **PROFESSIONAL** in consideration of their mutual covenants herein agree in respect of the performance of design and installation services by **PROFESSIONAL** and the payment for those services by **OWNER** as set forth below.

PROFESSIONAL was selected by **OWNER** based upon its response to the Request for Proposal No. 60-2024.

PROFESSIONAL shall provide design and installation of solar photovoltaic systems for **OWNER** in all phases of the Project to which this Agreement applies, serve as **OWNER'S** representative for the Project as set forth below and shall give professional consultation and advice to **OWNER** during the performance of services hereunder.

SECTION 1 - BASIC SERVICES OF PROFESSIONAL

PROFESSIONAL shall perform all services as hereinafter stated which include customary planning and analysis incidental thereto.

The following documents are incorporated by reference herein as if fully stated and are attached hereto as exhibits:

RFP No. 60-2024 (Exhibit "A")
PROFESSIONAL'S proposal received 1/8/2025 (Exhibit "B"), 92 pages

To the extent there is conflict among their provisions, the provisions of this Agreement shall take precedence, followed by the provisions of Request for Proposal No. 60-2024 (Exhibit "A"), followed by the provisions of Exhibit "B".

In addition to the services provided in Exhibits "A" and "B", the following services shall also be included:

1. **PROFESSIONAL** shall provide detailed drawings to document the electrical interconnection for review by **OWNER** prior to commencement of installation. At a minimum, drawings are to include AC/DC disconnect locations, panel breaker connection points, over current protection devices, and backfeed capacity calculations; and

After written authorization to proceed with the Project, **PROFESSIONAL** shall:

1. Notify the **OWNER** in writing of its authorized representative who shall act as Project Manager and liaison representative between the **PROFESSIONAL** and the **OWNER**.
2. Design and install a roof-mounted solar photovoltaic system as proposed in Exhibit "B" and subject to the "System Requirements" and "Contractor Requirements" as defined in Exhibit "A", "Scope of Work".

This Agreement, together with the Exhibits and schedules identified above constitutes the entire Agreement between **OWNER** and **PROFESSIONAL** and supersedes all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

The General Provisions of RFP No. 60-2024 are incorporated herein by reference as if fully stated.

SECTION 2 - ADDITIONAL SERVICES BY PROFESSIONAL

2.1. The **OWNER** may desire to have the **PROFESSIONAL** perform work or render services in connection with this Project other than those services provided herein. Such work shall be considered as "Additional Services", subject to a change order, supplemental to this Agreement, setting forth the character and scope thereof and the compensation therefore. Work under such change order shall not proceed until the **OWNER** gives written authorization. Should the **OWNER** find it desirable to have previously satisfactorily completed and accepted plans or parts thereof revised, the **PROFESSIONAL** shall make such revisions as directed, in writing, by the **OWNER**. This work shall be considered as "Additional Services" and shall be paid as such.

2.2. All "Additional Services" is subject to prior written authorization of **OWNER** and necessary appropriations made by the Urban County Council.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

3.1. Provide criteria and information as to **OWNER'S** requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.

3.2. Assist **PROFESSIONAL** by placing at its disposal available information pertinent to the Project.

3.3. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **PROFESSIONAL**, and render in writing decisions

pertaining thereto within a reasonable time so as not to delay the services of **PROFESSIONAL**.

3.4. Designate in writing a person to act as **OWNER'S** representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define **OWNER'S** policies and decisions with respect to materials, equipment, elements and systems pertinent to **PROFESSIONAL'S** services.

3.5. Give written notice to **PROFESSIONAL** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **PROFESSIONAL'S** services, or any defect in the work of Contractor(s).

3.6. Furnish or direct **PROFESSIONAL** to provide, necessary Additional Services as stipulated in Section Two (2) of this Agreement or other services as required.

SECTION 4 - PERIOD OF SERVICES

4.1. Time is of the essence. See Exhibit "A" (attached) pertaining to substantial completion of services.

4.2. The provisions of this Section Four (4) and the various rates of compensation for **PROFESSIONAL'S** services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion.

4.3 If delays result by reason of acts of the **OWNER** or approving agencies or other causes, which are beyond the control of the **PROFESSIONAL**, an extension of time for such delay will be considered. If delays occur, the **PROFESSIONAL** shall within 30 days from the date of the delay apply in writing to the **OWNER** for an extension of time for such reasonable period as may be mutually agreed upon between the parties, and if approved, the Project schedule shall be revised to reflect the extension. Such extension of time to the completion date shall in no way be construed to operate as a waiver on the part of the **OWNER** of any of its rights in the Agreement. Section 6.5, under DISPUTES, of this Agreement, shall apply in the event the parties cannot mutually agree upon an extension of time.

In the event that the overall delay resulting from the above described causes is sufficient to prevent complete performance of the Agreement within six (6) months of the time specified therein, the Agreement fee or fees shall be subject to reconsideration and possible adjustment. Section 6.5 of this Agreement shall apply in the event the parties cannot mutually agree upon an adjustment of fee.

4.4. If delays result solely by reason of act of the **PROFESSIONAL**, the **PROFESSIONAL** must immediately notify the **OWNER** in the event of such delay, and provide the **OWNER** a written action plan within five (5) business days on how

it will reasonably attempt to resolve the delay. If the parties cannot mutually agree to an extension of time or an adjustment, Section 6.5 of this Agreement shall apply. If the delay would prevent complete performance of the project within six (6) months of the time specified herein, **OWNER** shall have the option of canceling the project or otherwise adjusting the scope of service or work and any related fees.

SECTION 5 - PAYMENTS TO PROFESSIONAL

5.1 Methods of Payment for Services of PROFESSIONAL

5.1.1 For Basic Services.

All Lump Sum Pricing shall include all direct labor and supervision necessary to complete the item in a manner that meets or exceeds the **OWNER'S** satisfaction. It shall also include the labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies, administrative salaries, F.I.C.A. sick and vacations, etc. disposal fees tool allowance, equipment, materials, profit and all other costs used on the job). The negotiated cost of services is established in Exhibit "B" per "Price Proposal Form", page 43 of 92.

5.2. Times of Payment.

5.2.1. **PROFESSIONAL** shall submit a schedule of values subject to approval by the **OWNER** prior to starting work. The approved schedule of values will be the basis for monthly statements for Basic Services and Additional Services rendered. The Statements will be based upon **PROFESSIONAL'S** estimate of the proportion of the total services actually completed at the time of billing and are subject to approval by the **OWNER**. **OWNER** shall pay **PROFESSIONAL'S** monthly statements within thirty (30) days of receipt.

5.3. Other Provisions Concerning Payments.

5.3.1. In the event the Agreement is terminated by the **OWNER** without fault on the part of the **PROFESSIONAL**, the **PROFESSIONAL** shall be paid for the work performed or services rendered in an amount bearing the same ratio to the total Agreement fee as the amount of work completed or partially completed and delivered to the **OWNER** is to the total amount of work provided for herein, as determined by mutual agreement between the **OWNER** and the **PROFESSIONAL**.

5.3.2. In the event the services of the **PROFESSIONAL** are terminated by the **OWNER** for fault on the part of the **PROFESSIONAL**, the **PROFESSIONAL** shall be paid reasonable value of the work performed or services rendered and delivered, and the amount to be paid shall be determined by the **OWNER**.

5.3.3. In the event the **PROFESSIONAL** shall terminate the Agreement because of gross delays caused by the **OWNER**, the **PROFESSIONAL** shall be paid as set forth in Section 5.3.1. above.

SECTION 6 – ADDITIONAL GENERAL CONSIDERATIONS

6.1. Termination

6.1.1. **PROFESSIONAL** may only terminate this Agreement due to **OWNER'S** material breach of the terms hereof which breach causes **PROFESSIONAL** to be unable to perform its duties and responsibilities under this Agreement, and only upon ten (10) days written notice to **OWNER**, and provided **OWNER** fails to cure such default within the ten (10) day period.

6.1.2. The **OWNER** reserves the right to terminate the Agreement for any reason at any time upon seven (7) days written notice to the **PROFESSIONAL**.

6.2. Ownership and Reuse of Documents.

All documents, including Drawings and Specifications, prepared by the **PROFESSIONAL** pursuant to this Agreement shall be delivered to and become the property of the **OWNER**. The **OWNER** shall have the right to reuse same without restriction or limitation, but without liability or legal exposure to **PROFESSIONAL**.

6.3. Legal Responsibilities and Legal Relations.

6.3.1. The **PROFESSIONAL** shall familiarize itself with and shall at all times comply with all federal, state and local laws, ordinances, and regulations which in any manner affect the services of this Agreement.

6.3.2. In performing the services hereunder, the **PROFESSIONAL** and its **PROFESSIONALS**, employees, agents and representatives shall not be deemed or construed to be employees of **OWNER** in any manner whatsoever. Except as otherwise provided in this Agreement, the **PROFESSIONAL** shall be acting as an independent contractor. The **PROFESSIONAL** shall not hold itself out as, nor claim to be, an officer or employee of **OWNER** by reason hereof and shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of **OWNER**. The **PROFESSIONAL** shall be solely responsible for any claims for wages or compensation by **PROFESSIONAL'S** employees, agents and representatives, including **PROFESSIONALS**, and shall save and hold **OWNER** harmless therefrom.

6.3.3. The parties hereto agree that causes of actions between the parties shall be governed by applicable provisions of the Kentucky Revised Statutes, that venue of any legal action shall be a court of appropriate jurisdiction in Fayette County, Kentucky, and that Kentucky law shall apply with respect to the interpretation of any provision of this Agreement.

6.4. Successors and Assigns.

6.4.1. **PROFESSIONAL** binds itself and its partners, successors, executors, administrators, assigns and legal representatives to this Agreement in respect to all covenants, agreements and obligations of this Agreement. **PROFESSIONAL** shall not assign any interest, obligation or benefit in this Agreement. **PROFESSIONAL**

shall not assign any interest, obligation or benefit in this Agreement or transfer any interest in the same, whether by assignment or novation, without prior written consent of **OWNER**.

6.4.2. The **PROFESSIONAL** shall not subcontract more than fifty percent (50%) of the work, based upon dollar value, to be provided under this Agreement. The **PROFESSIONAL** shall obtain written approval prior to subletting or assigning any services contained in this Agreement, and consent to sublet or assign any part of this Agreement shall not be construed to relieve the **PROFESSIONAL** of any responsibility for compliance with the provisions of this Agreement.

6.4.3. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than **OWNER** and **PROFESSIONAL**.

6.5. Disputes.

Except as otherwise provided in this Agreement, any dispute concerning the amount of payment due the **PROFESSIONAL** or any dispute concerning any question of fact of any act to be performed under this Agreement, which is not disposed of by agreement between the Urban County Division of Central Purchasing and the **PROFESSIONAL**, shall be submitted to the Commissioner, Department of General Services, Lexington-Fayette Urban County Government for review. The decision of the Commissioner as to the determination of such dispute shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith. Pending a final decision of a dispute hereunder, the **PROFESSIONAL** shall proceed diligently with the performance of the Agreement in accordance with the directions of the **OWNER**.

6.6. Accuracy of PROFESSIONAL'S Work.

The **PROFESSIONAL** shall be required to perform this Agreement in accordance with the degree of ordinary and reasonable skill and care usually exercised by solar industry professionals prevailing at the time, place and under similar conditions as the services hereunder are rendered.

The **PROFESSIONAL** shall be responsible for the accuracy of all work, even though Drawings and Specifications have been accepted by the **OWNER**, and shall make all revisions or corrections resulting from errors and/or omissions on the part of the **PROFESSIONAL**, without additional compensation. By submission of reports, calculations and Drawings and Specifications to the **OWNER**, the **PROFESSIONAL** has made a statement that, to the best of its belief and knowledge, the information is accurate. Failure on the part of **PROFESSIONAL** to provide the expected level of accuracy may be grounds for the **OWNER** to terminate this Agreement.

6.7. Security Clause.

The **PROFESSIONAL** certifies that it shall not at any time release or divulge any information concerning the services covered by this Agreement to any person or any public

or private organization except the **OWNER** without prior approval of the **OWNER** unless required by law.

6.8. Access to Records.

The **PROFESSIONAL** and its sub-**PROFESSIONALS** shall maintain all books, documents, papers, and accounting records relating to this service agreement, and make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of final payment under the contract for inspection by the **OWNER**, and copies thereof shall be furnished if requested. Failure to maintain such records for three (3) years after the date of final payment may be grounds for the **OWNER** to disqualify the **PROFESSIONAL** from consideration for future **PROFESSIONAL** service agreements.

6.9. Required Risk Management Provisions.

The Risk Management Provisions of RFP No. 60-2024 are incorporated herein by reference as if fully stated. Copies of the required Certificates of Insurance shall be provided to **OWNER** as required therein.

SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this service agreement, the **PROFESSIONAL** agrees as follows:

7.1. The **PROFESSIONAL** will not discriminate against any employee or application for employment because of race, color, religion, national origin, sex, age or handicap. The **PROFESSIONAL** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, sex, age or handicap. Such action shall include, but not be limited to the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The **PROFESSIONAL** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

7.2 The **PROFESSIONAL** will, in all solicitations or advertisements for employees placed by or on behalf of the **PROFESSIONAL**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, age (between forty and seventy), or handicap.

SECTION 8 - SPECIAL PROVISIONS

8.1. This Agreement is subject to the following provisions.

8.1.2. Pursuant to subparagraph 3.4 of this Agreement, **OWNER'S** representative is authorized to monitor, direct and review the performance of work of the **PROFESSIONAL**. Documents, data, reports and all matters associated with carrying out this Agreement shall be addressed to the **OWNER'S** representative or their designee. Questions by the **PROFESSIONAL** regarding interpretations of the terms, provisions and requirements under this Agreement shall be addressed to the **OWNER'S** representative or their designee. The **PROFESSIONAL** shall look only to the **OWNER'S** representative or their designee for direction in its performance under this Agreement; no other direction shall be binding upon **OWNER**. **OWNER** shall respond to written requests by **PROFESSIONAL** within thirty (30) days.

8.2. **NO THIRD PARTY RIGHTS.** This agreement does not create a contractual relationship with or right of action in favor of a third party against either **OWNER** or **PROFESSIONAL.**

8.3. **UNENFORCEABLE TERMS/SURVIVABILITY**. If any term or provision of this Agreement shall be found to be illegal or unenforceable, this Agreement shall remain in full force and such term or provision shall be deemed stricken. The provisions of Section 6 of this Agreement shall survive its termination.

8.4. **NON-WAIVER.** The failure of either party to enforce any right reserved to it in this Agreement shall not be a waiver of any such right to which the party is entitled.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

OWNER (LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT):

Signature: Linda Gorton
MAYOR

Date: 3/7/2025

ATTEST:

Mackenzie Stock
CLERK OF URBAN COUNTY COUNCIL

Deputy

PROFESSIONAL (MANN SOLAR):

Signature:

Printed Name: Nathan Mann

Position: Owner

Date: 1/29/25

COMMONWEALTH OF KENTUCKY
COUNTY OF (Fayette)

The foregoing instrument was subscribed, sworn to and acknowledged before me by Nathan Mann as Owner for and on behalf of Mann Solar, on this the 29th day of January, 2025.

My commission expires: 03/28/2028

NOTARY PUBLIC, STATE AT LARGE, KY

CAMERON TYLER CRAIG
Notary Public
Commonwealth of Kentucky
Commission Number KYNP87108
My Commission Expires Mar 28, 2028

4862-8745-9509, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0123-25

File ID:	0123-25	**Type:**	Ordinance	**Status:**	Approved
Version:	2	**Contract #:**		**In Control:**	Urban County Council
				File Created:	01/27/2025
File Name:	25-0001(f) - FY25 Authorized Strength			**Final Action:**	02/20/2025

Title: An Ordinance amending the authorized strength by creating one (1) classified position of Accreditation Manager, Grade 526E, in the Div. of Fire and Emergency Services, effective July 1, 2024. [Div. of Human Resources, George]

Notes:

Sponsors:		**Enactment Date:**	02/20/2025
Attachments:	Bluesheet Memo 25-0001f, From to 25.0001f, ORD 0123-25 create accreditation manager 4919-4788-6868 v.1.docx, O-013-2025	**Enactment Number:**	O-013-2025
Deed #:		**Hearing Date:**	
Drafter:	Alana Morton	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	Urban County Council Work Session	02/04/2025	Approved and Referred to Docket	Urban County Council	02/06/2025		Pass
2	Urban County Council	02/06/2025	Received First Reading	Urban County Council	02/20/2025		
2	Urban County Council	02/20/2025	Approved				Pass

Text of Legislative File 0123-25

Title

An Ordinance amending the authorized strength by creating one (1) classified position of Accreditation Manager, Grade 526E, in the Div. of Fire and Emergency Services, effective July 1, 2024. [Div. of Human Resources, George]

Summary

Authorization to amend the Classified Civil Service authorized strength by creating one (1) Classified Civil Service Position of Accreditation Manager (Grade 526E) in the Division of

Fire and Emergency Services as approved in the FY 2025 Budget, effective July 1, 2024. (L0123-25) (George/Hamilton)

Budgetary Implications [select]: NO

Advance Document Review:

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

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

Fully Budgeted [select]: Yes

Account Number:

This Fiscal Year Impact: $

Annual Impact: $

Project:

Activity:

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

GLENDA HUMPHREY GEORGE
DIRECTOR
HUMAN RESOURCES

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: January 27, 2025

RE: Amendment to Authorized Strength - FY 2025 Budget

The attached action amends the classified civil service authorized strength by creating a position 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 Accreditation Manager (Grade 526E) in the Division of Fire and Emergency Services

The fiscal impact for this position will be budget-neutral.

File Number: 0123-25

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: 1/27/25

Classified Civil Service

Changes From:

Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Salary
Division of Fire and Emergency Services (570)							
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Changes To:

Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Salary
Division of Fire and Emergency Services (570)							
570.006	1	932	526E	Accreditation Manager	-----	-----	-----

ORDINANCE NO. _____ - 2025

AN ORDINANCE AMENDING THE AUTHORIZED STRENGTH BY CREATING ONE (1) CLASSIFIED POSITION OF ACCREDITATION MANAGER, GRADE 526E, IN THE DIVISION OF FIRE AND EMERGENCY SERVICES, EFFECTIVE JULY 1, 2024.

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:

570.006	1	932	526E	Accreditation Manager

Section 2 – That this Ordinance shall be effective upon passage of Council.

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
PUBLISHED:
0123-25:GET: 4919-4788-6868, v. 1

ORDINANCE NO. 013 - 2025

AN ORDINANCE AMENDING THE AUTHORIZED STRENGTH BY CREATING ONE (1) CLASSIFIED POSITION OF ACCREDITATION MANAGER, GRADE 526E, IN THE DIVISION OF FIRE AND EMERGENCY SERVICES, EFFECTIVE JULY 1, 2024.

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:

570.006	1	932	526E	Accreditation Manager

Section 2 – That this Ordinance shall be effective upon passage of Council.

PASSED URBAN COUNTY COUNCIL: February 20, 2025

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
PUBLISHED: Feb. 26, 2025-1t
0123-25:GET: 4919-4788-6868, v. 1