

Lexington-Fayette Urban County Government

*200 E. Main St
Lexington, KY 40507*



Docket

Tuesday, February 18, 2025

3:00 PM

Packet

Council Chamber

Urban County Council Work Session

I. Public Comment - Issues on Agenda**II. Requested Rezoning/ Docket Approval****III. Approval of Summary****0180-25**

Table of Motions: Council Work Session, February 11, 2025

Attachments: [TOM 021125](#)**IV. Budget Amendments****V. Budget Adjustments - For Information Only****VI. New Business****VII. Communications From the Mayor - Appointments****VIII. Communications From the Mayor - Donations****0174-25**

Accepting and approving the following donations for the following Depts. and Divs.:

(a) Div. of Parks and Recreation - accepting a donation from Hoist: 3,500 16 oz bottles of electrolyte drink for racers of the 49th Bluegrass 10,000 and Fun Run on July 4, 2025 (estimated value of \$7,250).

Attachments: [25-02-20 - Donations report](#)**IX. Communications From the Mayor - Procurements****0183-25**

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

(a) Division of Fleet Services - Tractor & Mower Parts - 168-2024 - Bobcat Enterprise, Inc. and Central Equipment Company.

(2) Accepting and approving the following vendors as sole source providers:

(a) Division of Fire & Emergency Services - CompXfort - Narc ID Inventory Control System.

Attachments: [CompXfort sole source Narc Safes.pdf](#)[168-2024 Bobcat Enterprises Inc.pdf](#)[168-2024 Central Equipment Co.pdf](#)

X. Continuing Business/ Presentations**0178-25**

A Resolution authorizing and directing the Mayor, on behalf of the Urban A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement related to Council Capital Project expenditure funds with Ky. Council on Child Abuse, Inc. (\$2,440.07), for the Office of the Urban County Council, at a cost not to exceed the sum stated. [Council Office, Hall]

Attachments: [Capital List 2.18.25](#)

[Reso 0178-25 Council Capital \(2-18-25\) 4916-6735-2605 v.1.docx](#)

[R-089-2025](#)

[Contract #056-2025](#)

0181-25

Summary: Budget, Finance, and Economic Development Committee, January 21, 2025

Attachments: [1-21-25 Meeting Summary BFED](#)

0179-25

Proclamation: Amy Ross

XI. Council Reports**XII. Public Comment - Issues Not on Agenda****XIII. Adjournment**

Administrative Synopsis - New Business Items

- a **0143-25** An Ordinance amending the authorized strength by abolishing one (1) unclassified position of Officer of Diversity & Inclusion, Grade 523E, in the Office of the CAO and creating one (1) unclassified position of Administrative Officer, Grade 523E, in the Div. of Human Resources, and transferring the incumbent, effective upon passage of Council. [Div. of Human Resources, George]
- Attachments:** [Bluesheet Memo 25-0040](#)
[\(AMENDED\) ORD 143-25 transfer officer of diversity to admin officer 4906-01 O-015-2025](#)
- b **0155-25** An Ordinance amending the authorized strength by abolishing one (1) classified position of Staff Assistant, Grade 509N, creating one (1) classified position of Recreation Specialist Senior, Grade 516N, abolishing two (2) unclassified positions of Educational Program Aide Pt, Grade 510N, and creating one (1) classified position of Recreation Supervisor, Grade 514N, all in the Div. of Parks and Recreation, effective upon passage of Council. [Div. of Human Resources, George]
- Attachments:** [25-0037](#)
[ORD 0155-25 create abolish for parks and rec 4909-2369-7946 v.1.docx](#)
[O-016-2025](#)
- c **0157-25** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 1 to the Agreement with Hinkle Construction Services LLC., for the Squires Rd. Sidewalk Project, increasing the Contract price by the sum of \$59,844.55, from \$434,619.31 to \$494,463.86. [Div. of Engineering, Burton]
- Attachments:** [25- Blue Sheet Memo Squires Rd Sidewalk](#)
[Squires Road SWs CO #1-FINAL-WDB](#)
[157-25 change prder hinkle 4900-1827-6634 v.1.docx](#)
[R-081-2025](#)
[Contract #023-2024 -Change Order](#)
- d **0158-25** A Resolution authorizing and directing the Mayor, on behalf of the Lexington-Fayette Urban County Government, to execute Professional Services Agreements with Marinda Beasley, Kristin Beers, Megan Magsam, Angela Wallace, Bethanie Logdon, Eva Harrison, and Kayla Keeping to serve as Sexual Assault Nurse Examiners on an on-call basis for the performance of forensic examinations in 2025, at a cost not to exceed \$68,167. [Div. of

Police, Weathers]

Attachments: [25- Blue Sheet SANE Agreements](#)
[SANE Nurse Agreement Megan Magsam- WDR Edits](#)
[0158-25 Sexual Assault Nurse Examiner Program 4938-0527-0557 v.1.docx](#)
[R-067-2025](#)
[Contracts #026-2025](#)
[Contract #026-2025 -Megan Magsam](#)
[Contract #026-2025 - Eva Harrison](#)
[Contract #026-2025 - Marinda Beasley](#)
[Contract #026-2025 -Kayla Keeping](#)
[Contract #026-2025 -Angela Wallace](#)
[Contract #026-2025 -Kristin Beers](#)

- e** **0159-25** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Memorandum of Agreement, with the Farm and Garden Market Cooperative Association, Inc., d/b/a Lexington Farmers' Market to operate a farmers' market at the Henry A. Tandy Centennial Park - 5/3 Bank Pavilion Area and certain adjoining public property, at no cost to the Urban County Government. [Div. of Parks and Recreation, Conrad]
- Attachments:** [Bluesheet memo - Farmers Market MOA - 2-6-25 Signed](#)
[Resolution 0159-25 - Farm and Garden Market Cooperative Assoc. 4910-133](#)
[R-082-2025](#)
[Contract #061-2025](#)
- f** **0163-25** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a one-year Agreement with Cumulus Radio Lexington, Ky, to provide rounds of golf at golf courses owned by the Urban County Government at no charge in exchange for radio advertising for the golf courses, from the date of execution through October 31, 2025. [Div. of Parks and Recreation, Conrad]
- Attachments:** [Cumulus 2025 Spring and Fall Golf Card Blue Sheet](#)
[Reso0163-25 - Agreement with Cumulus Radio and LFUCG Golf Courses 489](#)
[R-083-2025](#)
[Contract #081-2025](#)
- g** **0164-25** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a temporary Right of Entry with the United States Army Corps of Engineers (USACE), authorizing entry upon LFUCG property located at the Haley Pike Landfill, 4172 and 4253 Hedger Lane, to perform Dye Tracer Studies. [Div. of Environmental Services, Carey]

Attachments: [bluesheet memo USACE ROE Agreement for Access to HPLF 25-237 ROE LFUCG w Certificate of Authority and Map](#)
[RESO 0164-25 Right of Entry for Dye Tracer Studies 4907-6811-6507 v.1.doc R-084-2025](#)
[Contract #044-2025](#)
[Contract #044-2025 \(2\)](#)

- h** **0165-25** An Ordinance amending the authorized strength by abolishing one (1) classified position of Public Service Worker Senior, Grade 510N, and creating one (1) classified position of Equipment Operator, Grade 512N, all in the Div. of Streets and Roads, effective upon passage of Council. [Div. of Human Resources, George]

Attachments: [Bluesheet Memo 25-0038](#)
[HR Fiscal Impact- 25-0038](#)
[ORD 0165-25 create equipment operator abolish public service worker 4902-9 O-017-2025](#)

- i** **0166-25** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement and accept a Grant from the Commonwealth of Ky. Dept. of Public Health in the amount of \$733,100 in FY 2025 and \$733,100 in FY 2026 in Federal funds for the Health Access Nurturing Development Services (HANDS) Program, for the Family Care Center, the acceptance of which does not obligate the Urban County Government for the expenditure of funds, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Family Services, Horton-Holt]

Attachments: [25-Bluesheet Memo -Home Network](#)
[BA 13506](#)
[RESO 0166-25 FCC Hands 4935-8135-2218 v.1.docx](#)
[R-085-2025](#)
[Contract #051-2025](#)

- j** **0167-25** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute the Settlement Agreement with CMN-RUS, LLC f/k/a CMN-RUS, Inc. For early termination of its non-exclusive cable franchise, at no cost to the Urban County Government; and further authorizing the early termination of the non-exclusive cable franchise of CMN-RUS, LLC f/k/a CMN-RUS, Inc., effective March 11, 2025, pursuant to, and contingent upon compliance with, the terms of the settlement Agreement. [Dept. of General Services, Ford]

Attachments: [MetroNet Settlement Agreement - Blue Sheet Memo .pdf](#)
[MetroNet Video Termination Letter.pdf](#)
[0167-25- Metronet Settlement Agreement 4937-9697-7949 v.1.docx](#)
[R-086-2025](#)
[Contract #059-2025](#)

- k **0168-25** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Change Order No. Two (2) to the Contract with Lagco, Inc., for the construction of the Meadows/Northland/Arlington Public Improvements Project, phase 6-C1 A & B, increasing the Contract price by the sum of \$42,842.11, for a total Contract cost of \$2,488,079.11. [Div. of Engineering, Burton]

Attachments: [25-MNA bluesheet memo-Lagco Change Order 2](#)
[LAGCO Change Order #2](#)
[Project Map MNA-6C1A & B](#)
[0168-25 - Change Order No. 2 Lagco Inc. 4935-7097-9869 v.1.docx](#)
[R-087-2025](#)

- I **0172-25** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement with Stanard & Associates, Inc., for the Police Officer Selection Test for LFUCG Police Recruit candidates, at a cost not to exceed \$4,500. [Div. of Human Resources, George]

Attachments: [Bluesheet Memo 25-0039](#)
[RESO 172-25 Agreement with Stanard & Associations for Police Officer Sele](#)
[R-088-2025](#)
[Contract #054-2025](#)



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 0180-25

File ID: 0180-25

Type: Summary

Status: Approved

Version: 1

Contract #:

In Control: Urban County
Council

File Created: 02/13/2025

File Name: Table of Motions: Council Work Session, February
11, 2025

Final Action: 02/18/2025

Title: Table of Motions: Council Work Session, February 11, 2025

Notes:

Sponsors:

Enactment Date:

Attachments: TOM 021125

Enactment Number:

Deed #:

Hearing Date:

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	02/18/2025	Approved				Pass

Text of Legislative File 0180-25

Title

Table of Motions: Council Work Session, February 11, 2025

**URBAN COUNTY COUNCIL
WORK SESSION
TABLE OF MOTIONS
February 11, 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 Wu to approve the February 4, 2025, Work Session Summary. Seconded by Ellinger. Motion passed without dissent.

- IV. Budget Amendments
- V. Budget Adjustments – For Information Only
- VI. New Business

Motion by Gray to approve New Business. Seconded by Baxter. 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

Council Member LeGris provided a summary of the December 3, 2024 Environmental Quality & Public Works Committee meeting.

Motion by LeGris to approve the Waste Digester Task Force recommendations as presented to Environmental Quality & Public Works Committee. Seconded by Sevigny. Motion passed without dissent.

- XI. Council Reports

Motion by Morton to refer Review of Sober Living Ordinance to the Social Services and Public Safety Committee. Seconded by Gray. Motion passed without dissent.

Council Member Legris placed Lextran in the Environmental Quality & Public Works Committee.

XII. Public Comment – Issues Not on Agenda

XIII. Adjournment

Motion by Sevigny to adjourn at 3:31pm. Seconded by Baxter. Motion passed without dissent.



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0174-25

File ID: 0174-25

Type: Communications
(Donations)

Status: Approved

Version: 1

Contract #:

In Control: Urban County
Council

File Created: 02/12/2025

File Name: donations report

Final Action: 02/20/2025

Title: Accepting and approving the following donations for the following Depts.
and Divs.:

- (a) Div. of Parks and Recreation - accepting a donation from Hoist:
3,500 16 oz bottles of electrolyte drink for racers of the 49th
Bluegrass 10,000 and Fun Run on July 4, 2025 (estimated value
of \$7,250).

Notes:

Sponsors:

Enactment Date:

Attachments: 25-02-20 - Donations report

Enactment Number:

Deed #:

Hearing Date:

Drafter: Hilary Angelucci

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	02/18/2025	Approved and Referred to Docket	Urban County Council	02/20/2025		Pass
1	Urban County Council	02/20/2025	Approved				Pass

Text of Legislative File 0174-25

Title

Accepting and approving the following donations for the following Depts. and Divs.:

- (a) Div. of Parks and Recreation - accepting a donation from Hoist: 3,500 16 oz
bottles of electrolyte drink for racers of the 49th Bluegrass 10,000 and Fun Run
on July 4, 2025 (estimated value of \$7,250).



Communications from the Mayor

Donations Recommendations

Urban County Council Meeting: February 20, 2025

Pursuant to CAO Policy 48 – *Donations*, the following donation recommendations will be placed on the Mayor’s Report for approval at the Council Meeting:

- (1) Accepting and approving the following donations for the following departments and divisions:
 - (a) Division of Parks and Recreation – accepting a donation from Hoist: 3,500 16 oz bottles of electrolyte drink for racers of the 49th Bluegrass 10,000 and Fun Run on July 4, 2025 (estimated value of \$7,250).





Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0183-25

File ID: 0183-25

Type: Communication
(Appointments)

Status: Approved

Version: 1

Contract #:

In Control: Urban County
Council

File Created: 02/13/2025

File Name: Mayor's Procurement Report - 2-20-2025 Council
Meeting

Final Action: 02/20/2025

Title:

- (1) Accepting and approving the following bids and establishing price contracts for the following Depts. or Divs. as to the specifications and amount set forth in the terms of the respective bids:
 - (a) Division of Fleet Services - Tractor & Mower Parts - 168-2024 - Bobcat Enterprise, Inc. and Central Equipment Company.
- (2) Accepting and approving the following vendors as sole source providers:
 - (a) Division of Fire & Emergency Services - CompXfort - Narc ID Inventory Control System.

Notes:

Sponsors:

Enactment Date:

Attachments: CompXfort sole source Narc Safes.pdf, 168-2024
Bobcat Enterprises Inc.pdf, 168-2024 Central
Equipment Co.pdf

Enactment Number:

Deed #:

Hearing Date:

Drafter: Slatin

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	02/18/2025	Approved and Referred to Docket	Urban County Council	02/20/2025		Pass
1	Urban County Council	02/20/2025	Approved				

Text of Legislative File 0183-25

title

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

- (a) Division of Fleet Services - Tractor & Mower Parts - 168-2024 - Bobcat Enterprise, Inc. and Central Equipment Company.
- (2) Accepting and approving the following vendors as sole source providers:
 - (a) Division of Fire & Emergency Services - CompXfort - Narc ID Inventory Control System.



LEXINGTON

JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

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

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

This form must be filled out for the request to purchase any good or non-professional service that requires a competitive procurement process (informal quotes (\$2,499-\$10,000), formal quotes (\$10,001 - \$29,999.99), or formal bid (\$30,000 or more) as defined in the LFUCG's Purchasing Manual. This form must be completed in its entirety and attached to the purchase requisition.

Note: Sole Source Purchase requests for goods exceeding \$30,000 will require approval by the Urban County Council by submitting an Administrative Review Form. A copy of this form must be signed off by Central Purchasing and attached to the Administrative Review Form.

Requesting Division

Name Battalion Chief Crews Division/Dept Fire
Phone 859231-5644 Email crewse@lexingtonky.gov

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

Cost: _____

Sole Source Request for the Purchase of: _____

Narc ID Inventory Control System

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

Vendor Information

Business Name CompXfort
Contact Name Ryan Sainola
Address 715 Center St, Grayslake IL 60030
Phone 8477522424 Email rsainola@compx.com

STATEMENT OF NEED: (Add additional pages as needed)



JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

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

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

RFID tracking of controlled drugs via a wi-fi safe with an e-lock system. This allows real time inventory control and electronic audits and tracking logs created.

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

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

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

☐ Uniqueness of the service. Describe.

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

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

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

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

-



LEXINGTON

JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

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

Researched the market and found two RFID safety system suitable for EMS. This particular manufacturer had the best price point and had a regional salesman. The price of operating supplies was also lower than competitors system.

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

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

Compared to one other product on the market. Looked at ongoing operating cost.

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

As the manufacturer they offer service and direct sales.



LEXINGTON

Lexington-Fayette Urban County Government
Lexington, Kentucky
Horse Capital of the World

Division of Procurement

Date of Issue: 12/16/2024

INVITATION TO BID #168-2024 Tractor & Mower Parts

Bid Opening Date: December 16, 2024

Bid Opening Time: 2:00 PM

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

Type of Bid: Price Contract

Pre Bid Meeting: N/A

Pre Bid Time: N/A

Address: N/A

Sealed bids will ONLY be received online at <https://lexingtonky.ionwave.net/> until **2:00 PM**, prevailing local time on **12/30/2024**. Bids must be submitted/uploaded by the above-mentioned date and time.

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

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

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

Submitted by:

BOBCAT ENTERPRISES, INC.
Firm Name

1309 CAHILL DRIVE
Address

LEXINGTON, KY 40504
City, State & Zip

Bid must be signed:

[Signature] OPERATIONS MANAGER
Signature of Authorized Company Representative – Title

DAVID WEIBERS
Representative's Name (Typed or printed)

859-254-3936 859-233-1136
Area Code - Phone - Extension Fax #

dmeibers@bobcatent.com
E-Mail Address

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

AFFIDAVIT

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

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

Further, Affiant sayeth naught. [Signature]

STATE OF

KENTUCKY

COUNTY OF

STATE AT LARGE

The foregoing instrument was subscribed, sworn to and acknowledged before me
by Tim Riley on this the 3rd day
of January, 2025

My Commission expires: 8/22/2028

[Signature: Tim Riley]
NOTARY PUBLIC, STATE AT LARGE

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

I. GREEN PROCUREMENT

A. ENERGY

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

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

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

Key Benefits

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

B. GREEN SEAL CERTIFIED PRODUCTS

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

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

C. GREEN COMMUNITY

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

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

Yes ☒ No ☐

D. COOPERATIVE CONTRACT

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

Yes ☒ No ☐

II. Bid Conditions

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

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

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

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

The Act further provides:

KRS 45.610. Hiring minorities - Information required

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

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

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

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

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

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

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

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

III. Procurement Contract Bid Conditions

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

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

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

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

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

Bidders

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

Signature

Name of Business

GENERAL PROVISIONS OF BID CONTRACT

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

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

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

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

Signature

Date

1-3-2025

WORKFORCE ANALYSIS FORM

Name of Organization: BOBCAT ENTERPRISES, INC

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	1	1														1	
Professionals	2	2														2	
Superintendents																	
Supervisors																	
Foremen	1	1														1	
Technicians	9	9														9	
Protective Service																	
Para-Professionals																	
Office/Clerical	5	4		1												5	
Skilled Craft																	
Service/Maintenance	1	1														1	
Total:	19	18		1												19	

Prepared by: DAVID MEIBERS OPERATIONS MANAGER Date: 11/3/2025
(Name and Title) Revised 2015-Dec-15

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

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

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

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

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



LEXINGTON

MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

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

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

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

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

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

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

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

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

The following certifications are recognized and accepted by the MBEP:

Kentucky Transportation Cabinet (KYTC), Disadvantaged Business Enterprise (DBE)
Kentucky Minority and Women Business Enterprise (MWBE)
Women's Business Enterprise National Council (WBENC)
National Women Business Owners Corporation (NWBOC)
National Minority Supplier Development Council (NMSDC)
Tri-State Minority Supplier Development Council (TSMSC)
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 # 168-2024

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

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

BOBCAT ENTERPRISES, INC
Company

1-3-2025
Date

DAVID MEIBERS
Company Representative

OPERATIONS MANAGER
Title



LEXINGTON

LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # 168.2024

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to 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.

BOBCAT ENTERPRISES/INC
Company

1-3-2025
Date

DAVIA MEIBERS
Company Representative

OPERATIONS MANAGER
Title



DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS AND OUTREACH PLANS

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

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

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

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

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

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

OUTREACH EFFORTS EVALUATION

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

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

Proposer Name: BOBCAT ENTERPRISES, INC Date: 1-3-2025
Project Name: TRACTOR & MOWER PARTS Project Number: 168-2024
Contact Name: DAVID MEIBERS Telephone: 859-254-3936
Email: dmeibers@bobcatent.com

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

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

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

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

If yes, indicate all certification type(s):

DBE ☐

MBE ☐



WBE ☐

SBE ☐

VOSB/SDVOSB ☐

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



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

 Click or tap here to enter text. 

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

Yes ☐

No ☒

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

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



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

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

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

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

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

 Click or tap here to enter text. 

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

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

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

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

BOBCAT ENTERPRISES, INC
Company
1-3-2025
Date

DAVID MEIBERS
Company Representative
OPERATIONS MANAGER
Title

4870-1925-6809, v. 1

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

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

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

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

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

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

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

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

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

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

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

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

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

- (3) Withholding for unpaid wages and liquidated damages. LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

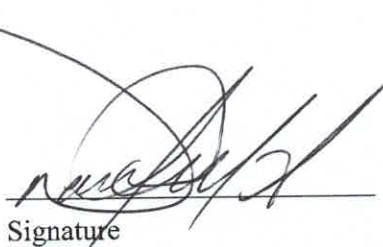
b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails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

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

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

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

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



Signature

1-3-2025
Date

1.0 SCOPE OF BID

- 1.1 These specifications describe the routinely required repair parts necessary to maintain the fleet of tractors, mowers, and other equipment with small engines owned and operated by the Lexington Fayette Urban County Government.
- 1.2 The primary objective of this contract is to provide the Lexington Fayette Urban County Government with the highest quality repair parts at the best available price.
- 1.3 Vehicle makes owned by LFUCG include (but not limited to): John Deere, Bobcat, Toro, Red Max, Stihl, Echo, Exmark, New Holland, Woods, DR.

2.0 REQUIREMENTS

- 2.1 Prices: Bid price levels shall remain in effect throughout the term of this contract. Bids including a discount or cost *range* will be rejected. All pricing must utilize a part manufacturer's reference price level and be verifiable as such. Example: if bidder submits a bid for Acme piston rings @ list price less 10%, bidder must provide the published Acme list price for piston rings. If a bidder submits a bid for Acme connecting rods @cost plus 10%, bidder must furnish the Acme connecting rod price sheet showing his/her actual cost. Verifiable manufacturer's price information must be available in printed, electronic, or digital format or available online. Bidder shall also be responsible for providing documentation of the manufacturer's benchmark prices from which LFUCG's price is derived.
- 2.2 Invoicing: A complete and accurate invoice shall accompany all parts billed. If an invoice reflects a price increase which has not been approved by LFUCG, the invoice will not be processed for payment and LFUCG will request that a revised invoice be submitted reflecting the applicable and agreed upon price.
- 2.3 Parts Warranty: Bidder shall supply warranty terms and details for each manufacturer being bid.
- 2.4 Emergency Purchases: The Lexington Fayette Urban County Government reserves the right to purchase parts and supplies from any available source in an emergency. The following conditions may be considered an emergency:
 - 2.4.1 Contract vendor does not have the needed parts or supplies in stock.
 - 2.4.2 Contract vendor is not open for business when parts or supplies are needed.
- 2.5 Open Market Purchase: The Lexington Fayette Urban County Government reserves the right to purchase parts and supplies from contract vendors or from other sources whereby parts and/or supplies are offered at special, promotional, or "one-time-only"

pricing provided that such are discounted below the price established in the Price Contract.

2.6 Core Charges: Under the terms of this contract the LFUCG agrees to provide a suitable core for all rebuilt or exchange parts purchased requiring such an exchange. In the interest of paperwork reduction and lower administrative cost, the LFUCG requires that vendors NOT invoice core deposit charges. A suitable core shall be provided within 48 hours for any purchase that requires a core exchange.

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

3.0 INSTRUCTIONS

3.1 For each manufacturer bid, indicate the price level of your bid.

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

	Manufacturer	Price Level
4.2	John Deere	
4.3	Bobcat	BOBCAT MSRP
4.4	New Holland	
4.5	Toro	TORO MSRP
4.6	Red Max	
4.7	Stihl	
4.8	Echo	
4.9	Woods	
4.10	Gravely	
4.11	Briggs & Stratton	
4.12	Kohler	
4.13	Kawasaki	
4.14	Kubota	
4.15	Exmark	
4.16	Ventrac	
4.17	DR	
4.18	Other brands	



LEXINGTON

Lexington-Fayette Urban County Government
Lexington, Kentucky
Horse Capital of the World

Division of Procurement

Date of Issue: 12/16/2024

INVITATION TO BID #168-2024 Tractor & Mower Parts

Bid Opening Date: December 16, 2024

Bid Opening Time: 2:00 PM

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

Type of Bid: Price Contract

Pre Bid Meeting: N/A

Pre Bid Time: N/A

Address: N/A

Sealed bids will ONLY be received online at <https://lexingtonky.ionwave.net/> until **2:00 PM**, prevailing local time on **12/30/2024**. Bids must be submitted/uploaded by the above-mentioned date and time.

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

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

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

Submitted by:

CENTRAL EQUIPMENT CO
Firm Name

791 RED MILE ROAD
Address

LEXINGTON, KY 40504
City, State & Zip

Bid must be signed:

B. J. M. PARTS MGR.
Signature of Authorized Company Representative – Title

BRANDON HURST
Representative's Name (Typed or printed)

859-253-2611 EXT 2150 859-231-0923
Area Code - Phone - Extension Fax #

BHURST@CENTRALEQUIPMENT.COM
E-Mail Address

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

AFFIDAVIT

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

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

Further, Affiant sayeth naught. BRANDON HURST

STATE OF KENTUCKY

COUNTY OF FAYETTE

The foregoing instrument was subscribed, sworn to and acknowledged before me
by BRANDON HURST on this the 8TH day
of JANUARY, 2025

My Commission expires: 10/23/25

Rolin Kearns
NOTARY PUBLIC, STATE AT LARGE

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

I. GREEN PROCUREMENT

A. ENERGY

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

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

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

Key Benefits

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

B. GREEN SEAL CERTIFIED PRODUCTS

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

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

C. GREEN COMMUNITY

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

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

Yes ☒ No ☐

D. COOPERATIVE CONTRACT

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

Yes ☒ No ☐

II. Bid Conditions

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

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

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

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

The Act further provides:

KRS 45.610. Hiring minorities - Information required

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

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

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

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

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

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

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

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

III. **Procurement Contract Bid Conditions**

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

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

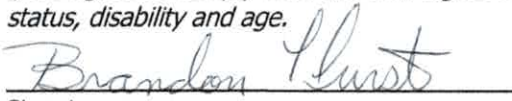
- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment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

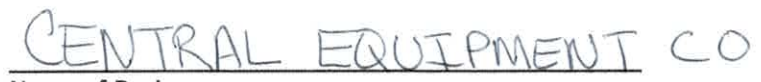
The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of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

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

Bidders

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


Signature


Name of Business

GENERAL PROVISIONS OF BID CONTRACT

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

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

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

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


Signature


Date

WORKFORCE ANALYSIS FORM

Name of Organization: CENTRAL EQUIPMENT CO.

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African- American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators	2	2															
Professionals																	
Superintendents																	
Supervisors	4	3	1														
Foremen																	
Technicians	12	12															
Protective Service																	
Para-Professionals																	
Office/Clerical	19	13	6														
Skilled Craft																	
Service/Maintenance	12	12															
Total:	49	42	7														

Prepared by: LORI LIPSCOMB ACCOUNTS PAYABLE Date: 1/9/2025
 (Name and Title) Revised 2015-Dec-15

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

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

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

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

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



LEXINGTON

MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

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

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

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

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

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

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

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

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

The following certifications are recognized and accepted by the MBEP:

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

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

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



LEXINGTON

LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # 168-2024

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

MWBE Company, Name, Address, Phone, Email	DBE/MBE WBE/VOSB/SDVOSB	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. NO	SUBCONTRACTING			
2. OPPORTUNITIES	AT THIS			
3. TIME				
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.

CENTRAL EQUIPMENT Bruce D. H.
Company Company Representative
01/08/2025 PARTS MGR.
Date Title



LEXINGTON

LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # 168-2024

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to 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. NO SUBCONTRACTING					
2. OPPORTUNITIES			AT THIS		
3. TIME					
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.

CENTRAL EQUIPMENT

Company

01/08/2024

Date

B. L. Christ

Company Representative

PARTS MGR.

Title



DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS AND OUTREACH PLANS

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

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

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

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

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

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

OUTREACH EFFORTS EVALUATION

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

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

Proposer Name: CENTRAL EQUIPMENT Date: 01/08/2025
Project Name: NA Project Number: NA
Contact Name: BRANDON HURST Telephone: 859-253-2611
Email: BHURST@CENTRAL-EQUIPMENT.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.

NA
 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. **NA**

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 on the space here to enter text.

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

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

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

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

CENTRAL EQUIPMENT
Company
01/08/2025
Date

BRANDON HURST
Company Representative
PARTS MGR.
Title

4870-1925-6809, v. 1

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

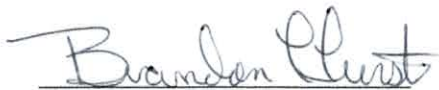
b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails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

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

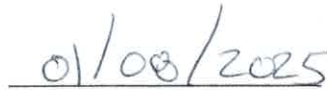
17. The contractor agrees and certifies that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of all applicable goods, products or materials produced in the United States, in conformity with 2 CFR 200.322 and/or section 70914 of Public Law No. 117-58, §§ 70901-52,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

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

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



Signature



Date

1.0 SCOPE OF BID

- 1.1 These specifications describe the routinely required repair parts necessary to maintain the fleet of tractors, mowers, and other equipment with small engines owned and operated by the Lexington Fayette Urban County Government.
- 1.2 The primary objective of this contract is to provide the Lexington Fayette Urban County Government with the highest quality repair parts at the best available price.
- 1.3 Vehicle makes owned by LFUCG include (but not limited to): John Deere, Bobcat, Toro, Red Max, Stihl, Echo, Exmark, New Holland, Woods, DR.

2.0 REQUIREMENTS

- 2.1 Prices: Bid price levels shall remain in effect throughout the term of this contract. Bids including a discount or cost *range* will be rejected. All pricing must utilize a part manufacturer's reference price level and be verifiable as such. Example: if bidder submits a bid for Acme piston rings @ list price less 10%, bidder must provide the published Acme list price for piston rings. If a bidder submits a bid for Acme connecting rods @cost plus 10%, bidder must furnish the Acme connecting rod price sheet showing his/her actual cost. Verifiable manufacturer's price information must be available in printed, electronic, or digital format or available online. Bidder shall also be responsible for providing documentation of the manufacturer's benchmark prices from which LFUCG's price is derived.
- 2.2 Invoicing: A complete and accurate invoice shall accompany all parts billed. If an invoice reflects a price increase which has not been approved by LFUCG, the invoice will not be processed for payment and LFUCG will request that a revised invoice be submitted reflecting the applicable and agreed upon price.
- 2.3 Parts Warranty: Bidder shall supply warranty terms and details for each manufacturer being bid.
- 2.4 Emergency Purchases: The Lexington Fayette Urban County Government reserves the right to purchase parts and supplies from any available source in an emergency. The following conditions may be considered an emergency:
 - 2.4.1 Contract vendor does not have the needed parts or supplies in stock.
 - 2.4.2 Contract vendor is not open for business when parts or supplies are needed.
- 2.5 Open Market Purchase: The Lexington Fayette Urban County Government reserves the right to purchase parts and supplies from contract vendors or from other sources whereby parts and/or supplies are offered at special, promotional, or "one-time-only"

pricing provided that such are discounted below the price established in the Price Contract.

2.6 Core Charges: Under the terms of this contract the LFUCG agrees to provide a suitable core for all rebuilt or exchange parts purchased requiring such an exchange. In the interest of paperwork reduction and lower administrative cost, the LFUCG requires that vendors NOT invoice core deposit charges. A suitable core shall be provided within 48 hours for any purchase that requires a core exchange.

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

3.0 INSTRUCTIONS

3.1 For each manufacturer bid, indicate the price level of your bid.

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

	Manufacturer	Price Level
4.2	John Deere	
4.3	Bobcat	
4.4	New Holland	
4.5	Toro	
4.6	Red Max	
4.7	Stihl	LIST LESS 12 ⁰¹⁰
4.8	Echo	
4.9	Woods	LIST LESS 12 ⁰¹⁰
4.10	Gravely	
4.11	Briggs & Stratton	LIST LESS 12 ⁰¹⁰
4.12	Kohler	LIST LESS 12 ⁰¹⁰
4.13	Kawasaki	LIST LESS 12 ⁰¹⁰
4.14	Kubota	LIST LESS 12 ⁰¹⁰
4.15	Exmark	LIST LESS 12 ⁰¹⁰
4.16	Ventrac	
4.17	DR	
4.18	Other brands	LIST LESS 12 ⁰¹⁰



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 0178-25

File ID: 0178-25

Type: Resolution

Status: Approved

Version: 1

Contract #:

In Control: Urban County
Council

File Created: 02/13/2025

File Name: Capital List 2/18/25

Final Action: 03/06/2025

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement related to Council Capital Project expenditure funds with Ky. Council on Child Abuse, Inc. (\$2,440.07), for the Office of the Urban County Council, at a cost not to exceed the sum stated. [Council Office, Hall]

Notes: SAF in the CCO. Returned to Kelley 3/21/2025. MS

Sponsors:

Enactment Date: 03/06/2025

Attachments: Capital List 2.18.25, Reso 0178-25 Council Capital (2-18-25) 4916-6735-2605 v.1.docx, R-089-2025, Contract #056-2025

Enactment Number: R-089-2025

Deed #:

Hearing Date:

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	02/18/2025	Approved and Referred to Docket	Urban County Council	02/20/2025		Pass
1	Urban County Council	02/20/2025	Received First Reading	Urban County Council	03/06/2025		
1	Urban County Council	03/06/2025	Approved				Pass

Text of Legislative File 0178-25

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement related to Council Capital Project expenditure funds with Ky. Council on Child Abuse, Inc. (\$2,440.07), for the Office of the Urban County Council, at a cost not to exceed the sum stated. [Council Office, Hall]

..Summary

Organization:

Kentucky Council on Child Abuse, Inc.

Jill Seyfred

Purpose:

For the purchase of one laptop, 3 docking stations and 3 monitors

Amount:

\$ 2,440.07

**Council Capital Projects
February 18, 2025
Work Session**

Amount	Recipient	Purpose
\$ 2,440.07	Kentucky Council on Child Abuse, Inc. Jill Seyfred	For the purchase of one laptop, 3 docking stations and 3 monitors

RESOLUTION NO. _____ - 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT RELATED TO COUNCIL CAPITAL PROJECT EXPENDITURE FUNDS WITH KENTUCKY COUNCIL ON CHILD ABUSE, INC. (\$2,440.07), 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 an agreement related to Council Capital Project Expenditure Funds, which is attached hereto and incorporated herein by reference, with Kentucky Council on Child Abuse, Inc., 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 Kentucky Council on Child Abuse, Inc. (\$2,440.07) 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

0178-25:GET: 4916-6735-2605, v. 1

RESOLUTION NO. 089 - 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT RELATED TO COUNCIL CAPITAL PROJECT EXPENDITURE FUNDS WITH KENTUCKY COUNCIL ON CHILD ABUSE, INC. (\$2,440.07), 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 an agreement related to Council Capital Project Expenditure Funds, which is attached hereto and incorporated herein by reference, with Kentucky Council on Child Abuse, Inc., 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 Kentucky Council on Child Abuse, Inc. (\$2,440.07) 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: March 6, 2025



MAYOR

ATTEST:


CLERK OF URBAN COUNTY COUNCIL
0178-25:GET: 4916-6735-2605, v. 1

AGREEMENT

THIS AGREEMENT, made and entered into on the March 11, 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 Prevent Child Abuse Kentucky (Hereinafter "Organization"), of 2265 Harrodsburg Rd. Ste. 200, Lexington, KY 40504, Fayette County).

WITNESSETH:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Council Capital Project Funds.** Government hereby grants Organization the sum of \$2,440.07 (Two Thousand Four Hundred Forty Dollars and Seven Cents) for the following lawful public purpose:

[For the purchase of one laptop, 3 docking stations and 3 monitors.]

2. **Finalization of Agreement.** Organization shall return this Agreement to the Council Administrator's Office on or before April 10, 2024. If Organization **fails to sign and return this Agreement within thirty (30) days, Organization shall be deemed to have forfeited the Council Capital Project Funds and Organization shall be deemed ineligible to receive Council Capital Project Funds for a period of one (1) year.**
3. **Receipt of Funds.** Upon return of the signed Agreement to the Council Administrator's Office, the Council Administrator or designee shall issue the check to the Organization. The check shall be timely deposited by the Organization within sixty (60) days of receipt. If the Organization **fails to deposit the check within sixty (60) days of receipt, the Organization shall be deemed ineligible to receive Council Capital Project Funds for a period of one (1) year.** Under no circumstances shall a check that the Organization fails to deposit within sixty (60) days of receipt be re-issued by the Government.
4. **Return of Funds.** If Organization is overcompensated for the above-described project, Organization shall return any and all excess funds in the form of a check sent to the sponsoring council member's office, made out to "LFUCG," upon completion of the project.
5. **Required Documentation.** Organization shall submit all relevant receipts and financial documentation to Councilmember Seigny's office, documenting the use of the granted funds for the specified lawful public purpose, within twelve (12) months of receiving the Council

Capital Project Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Council Capital Project Funds for a period of one (1) year.**

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

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: *Linda Gorton*
Linda Gorton, MAYOR

ATTEST:

Abbey Allan
CLERK OF URBAN COUNTY COUNCIL

By: *Jill Seyfred*
Jill Seyfred
Prevent Child Abuse Kentucky



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 0181-25

File ID: 0181-25

Type: Summary

Status: Received and Filed

Version: 1

Contract #:

In Control: Urban County
Council

File Created: 02/13/2025

File Name: Summary: Budget, Finance, and Economic
Development Committee, January 21, 2025

Final Action: 02/18/2025

Title: Summary: Budget, Finance, and Economic Development Committee, January 21,
2025

Notes:

Sponsors:

Enactment Date:

Attachments: 1-21-25 Meeting Summary BFED

Enactment Number:

Deed #:

Hearing Date:

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	02/18/2025	Received and Filed				

Text of Legislative File 0181-25

Title

Summary: Budget, Finance, and Economic Development Committee, January 21, 2025



Budget, Finance & Economic Development Committee

January 21, 2025

Summary and Motions

Vice Mayor Wu called the meeting to order at 1:01 p.m. Council Members James Brown, Chuck Ellinger, Shayla Lynch, Hannah LeGris, Liz Sheehan, Denise Gray, Whitney Baxter, Dave Sevigny, and Jennifer Reynolds were in attendance. Council Members Tyler Morton, Emma Curtis, Joseph Hale, and Hil Boone were also present as non-voting members.

I. Election of Committee Chair / Selection of Vice Chair

A motion by Ellinger to elect Brown as Chair of the Budget, Finance, and Economic Development Committee, seconded by Reynolds, the motion passed unanimously.

Chair Brown selected Ellinger as Vice Chair of the Committee.

II. Approval of November 19, 2024 Committee Summary

A motion by Gray to approve the November 19, 2024 Committee Summary, seconded by Baxter, the motion passed without dissent.

III. Quarter 2 Financial Update – December 2024

Commissioner Hensley presented the financials through December 2024. Revenue collections are slightly exceeding budget through quarter 2 with a positive variance of 2.6%. At the end of quarter 1, there was a positive 5% variance in revenue. Revenues have trended closer to budget over the past three months, showing a tightening of revenue variance that has not been experienced in recent years. Director Holbrook shared that franchise fees are below budget due to the mild winter and lack of need for additional utilities.

Director Lueker shared personnel is running within one percent of budget through the second quarter. The budget team continues to monitor operating variance and to assess if dollars become available for reallocation. To date, much of the variance is encumbered for contracted expenditures. Capital appears overspent at - 6.6% due to some project expenses being released sooner than anticipated.

Commissioner Hensley shared that LFUCG had a nice sale of bonds of just over 3-3.25% for bonding projects. Council Members discussed a desire to see a summary of non-general fund accounts in future financial reports.

No action was taken on this item.

IV. Annual Comprehensive Financial Review FY2024

Commissioner Hensley introduced Crosslin as LFUCG's new auditing firm. John Crosslin and Jacob Smith presented on the Annual Comprehensive Financial Review (ACFR). Crosslin shared the responsibilities of the auditor are to express an opinion about whether the financial statements prepared by management under the oversight of LFUCG are fairly presented in all material respects in conformity with the US generally accepted accounting principles. They are also responsible for performing audits in accordance with government accounting standards, maintain independence and an attitude of professional skepticism throughout the audits, and report to the city and management on the audit results.

LFUCG received an unmodified audit opinion from Crosslin. Audit methodology and approach were to plan the audit and evaluate risk, control evaluation and testing, substantive testing, and completion and reporting. Risk assessment is performed cyclically as expectations are made and validated or refuted by audit evidence. LFUCG did qualify as a low-risk auditee for fiscal year 2024. As such, Crosslin is testing federal major program expenditures to achieve a minimum of 20% coverage of total federal expenditures of \$56 million.

There are no new Governmental Accounting Standards Board (GASB) regulations this year. The government's financial statements include several estimates that are significant. Crosslin evaluated the key factors and assumptions used to develop the estimates and believe that the estimates are reasonable in relation to the financial statements for each affected reporting unit.

Other communications included: no transactions for which there is a lack of authoritative guidance or consensus; all significant transactions have been recognized in the proper period; no alternative accounting policies and practices related to material items; no difficulties encountered in dealing with management in performing and completing the audit; no disagreements with management regarding financial accounting, reporting or auditing; management provided appropriate representations at the conclusion of the audit; not aware of any communications by management with other independent accountants.

Unrecorded audit differences for governmental activities; two entries were passed as they were not materials overall resulting in accrual differences in receivables and inventory schedules that did not match the trial balance. In conclusion, unmodified is the best opinion that says that the entire ACFR is free of any material mistake.

No action was taken on this item.

V. Annual Status Review of Committee Referrals

A motion by Brown to remove item #2, Downtown Projects Update, item #21, Division and Program Review Process Subcommittee, and item #22, LFUCG Property Assessment Subcommittee, seconded by LeGris, the motion passed without dissent.

VI. Adjournment

A motion by Brown to adjourn at 1:45pm, seconded by Ellinger, the motion passed without dissent.



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 0179-25

File ID: 0179-25

Type: Presentation

Status: Agenda Ready

Version: 1

Contract #:

In Control: Urban County
Council

File Created: 02/13/2025

File Name: Proclamation: Amy Ross

Final Action: 02/18/2025

Title: Proclamation: Amy Ross

Notes:

Sponsors:

Enactment Date:

Attachments:

Enactment Number:

Deed #:

Hearing Date:

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	02/18/2025	Received and Filed				

Text of Legislative File 0179-25

Title

Proclamation: Amy Ross



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0927-23

File ID: 0927-23

Type: Agenda Item

Status: Agenda Ready

Version: 1

Contract #:

In Control: Urban County
Council Work
Session

File Created: 09/07/2023

File Name: Page Break

Final Action:

Title:

Notes:

Sponsors:

Enactment Date:

Deed #:

Hearing Date:

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File 0927-23



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0143-25

File ID: 0143-25

Type: Ordinance

Status: Approved

Version: 1

Contract #:

In Control: Urban County
Council

File Created: 01/31/2025

File Name: 25-0040- Transfer from CAO to HR

Final Action: 03/06/2025

Title: An Ordinance amending the authorized strength by abolishing one (1) unclassified position of Officer of Diversity & Inclusion, Grade 523E, in the Office of the CAO and creating one (1) unclassified position of Administrative Officer, Grade 523E, in the Div. of Human Resources, and transferring the incumbent, effective upon passage of Council. [Div. of Human Resources, George]

Notes:

Sponsors:

Enactment Date: 03/06/2025

Attachments: Bluesheet Memo 25-0040, (AMENDED) ORD 143-25
transfer officer of diversity to admin officer
4906-0190-9285 v.1.docx, O-015-2025

Enactment Number: O-015-2025

Deed #:

Hearing Date:

Drafter: Alana Morton

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	02/18/2025	Approved and Referred to Docket	Urban County Council	02/20/2025		Pass
1	Urban County Council	02/20/2025	Received First Reading	Urban County Council	03/06/2025		
1	Urban County Council	03/06/2025	Amended				Pass
1	Urban County Council	03/06/2025	Received First Reading	Urban County Council	03/06/2025		
1	Urban County Council	03/06/2025	Suspended Rules for Second Reading				Pass
1	Urban County Council	03/06/2025	Approved				Pass
1	Urban County Council	03/06/2025	Reconsidered				Pass
1	Urban County Council	03/06/2025	Suspended Rules for Second Reading				Pass
1	Urban County Council	03/06/2025	Approved				Pass

Text of Legislative File 0143-25

Title

An Ordinance amending the authorized strength by abolishing one (1) unclassified position of Officer of Diversity & Inclusion, Grade 523E, in the Office of the CAO and creating one (1) unclassified position of Administrative Officer, Grade 523E, in the Div. of Human Resources, and transferring the incumbent, effective upon passage of Council. [Div. of Human Resources, George]

Summary

Authorization to transfer one (1) position of Officer of Diversity and Inclusion, Grade 523, and its incumbent, from the Office of the CAO to the Division of Human Resources and change the job title to Administrative Officer, Grade 523. No fiscal impact. (0143-25) (George/Hamilton)

Budgetary Implications [select]: Yes/NO

Advance Document Review:

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

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

Fully Budgeted [select]: Yes/No/Partial

Account Number:

This Fiscal Year Impact: \$

Annual Impact: \$

Project:

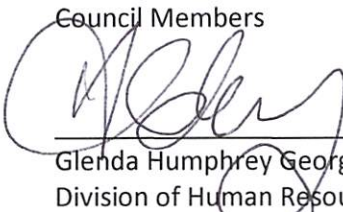
Activity:

Budget Reference:

Current Balance:



TO: Linda Gorton, Mayor
Urban County Council
Council Members

FROM: 
Glenda Humphrey George, Director
Division of Human Resources

DATE: January 30, 2025

SUBJECT: Transfer position – Human Resources

Request

The attached action is requesting authorization to transfer one (1) position of Officer of Diversity and Inclusion, Grade 523, and its incumbent, from the Office of the CAO to the Division of Human Resources and change the job title to Administrative Officer, Grade 523.

Purpose of the Request

The Division of Human Resources has expressed a need for additional assistance. Transferring this position from the CAO's Office to the Division of Human Resources will allow us to continue with our current training and recruitment efforts (workplace harassment, cultural responsiveness, drug and alcohol policy, new employee orientation, and the academy) and special projects.

To assist Human Resources, we would like to transfer the position and its incumbent from the Office of the CAO to Human Resources.

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

There is no fiscal impact associated with this action.

File Number: 0143.25

Director/Commissioner: Glenda Humphrey George/Sally Hamilton



ORDINANCE NO. _____ - 2025

AN ORDINANCE AMENDING THE AUTHORIZED STRENGTH BY CREATING ONE (1) UNCLASSIFIED POSITION OF ADMINISTRATIVE OFFICER, GRADE 523E, IN THE DIVISION OF HUMAN RESOURCES, AND TRANSFERRING THE INCUMBENT IN THE UNCLASSIFIED POSITION OF OFFICER OF DIVERSITY AND INCLUSION TO THE NEWLY CREATED POSITION, WITHOUT ABOLISHING THE UNCLASSIFIED POSITION OF OFFICER OF DIVERSITY AND INCLUSION, GRADE 523E, IN THE OFFICE OF THE CAO, EFFECTIVE UPON PASSAGE OF COUNCIL.

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

Section 1 – That the following subsection line number in the unclassified civil service authorized strength be and hereby is created to read as follows:

460.10 1 112 523E Administrative Officer

Section 2 – That the incumbent to the unclassified position of Officer of Diversity & Inclusion, Arthur Lucas, be and hereby is transferred from the Office of the CAO to the newly created position of Administrative Officer in the Division of Human Resources at his respective current pay grade and rate of pay.

Section 3 – That this Ordinance shall be effective upon passage of Council.

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

PUBLISHED:

ORDINANCE NO. 015 - 2025

AN ORDINANCE AMENDING THE AUTHORIZED STRENGTH BY CREATING ONE (1) UNCLASSIFIED POSITION OF ADMINISTRATIVE OFFICER, GRADE 523E, IN THE DIVISION OF HUMAN RESOURCES, AND TRANSFERRING THE INCUMBENT IN THE UNCLASSIFIED POSITION OF OFFICER OF DIVERSITY AND INCLUSION TO THE NEWLY CREATED POSITION, WITHOUT ABOLISHING THE UNCLASSIFIED POSITION OF OFFICER OF DIVERSITY AND INCLUSION, GRADE 523E, IN THE OFFICE OF THE CAO, EFFECTIVE UPON PASSAGE OF COUNCIL.

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

Section 1 – That the following subsection line number in the unclassified civil service authorized strength be and hereby is created to read as follows:

460.10 1 112 523E Administrative Officer

Section 2 – That the incumbent to the unclassified position of Officer of Diversity & Inclusion, Arthur Lucas, be and hereby is transferred from the Office of the CAO to the newly created position of Administrative Officer in the Division of Human Resources at his respective current pay grade and rate of pay.

Section 3 – That this Ordinance shall be effective upon passage of Council.

PASSED URBAN COUNTY COUNCIL: March 6, 2025


MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

PUBLISHED: March 14, 2025-1t



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0155-25

File ID: 0155-25

Type: Ordinance

Status: Approved

Version: 1

Contract #:

In Control: Urban County
Council

File Created: 02/05/2025

File Name: 25-0037 Abolish/Create- Parks and Rec

Final Action: 03/06/2025

Title: An Ordinance amending the authorized strength by abolishing one (1) classified position of Staff Assistant, Grade 509N, creating one (1) classified position of Recreation Specialist Senior, Grade 516N, abolishing two (2) unclassified positions of Educational Program Aide Pt, Grade 510N, and creating one (1) classified position of Recreation Supervisor, Grade 514N, all in the Div. of Parks and Recreation, effective upon passage of Council. [Div. of Human Resources, George]

Notes:

Sponsors:

Enactment Date: 03/06/2025

Attachments: 25-0037, ORD 0155-25 create abolish for parks and
rec 4909-2369-7946 v.1.docx, O-016-2025

Enactment Number: O-016-2025

Deed #:

Hearing Date:

Drafter: Alana Morton

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	02/18/2025	Approved and Referred to Docket	Urban County Council	02/20/2025		Pass
1	Urban County Council	02/20/2025	Received First Reading	Urban County Council	03/06/2025		
1	Urban County Council	03/06/2025	Approved				Pass

Text of Legislative File 0155-25

Title

An Ordinance amending the authorized strength by abolishing one (1) classified position of Staff Assistant, Grade 509N, creating one (1) classified position of Recreation Specialist Senior, Grade 516N, abolishing two (2) unclassified positions of Educational Program Aide Pt, Grade 510N, and creating one (1) classified position of Recreation Supervisor, Grade 514N, all in the Div. of Parks and Recreation, effective upon passage of Council. [Div. of Human Resources, George]

Summary

Authorization to abolish one (1) classified position of Staff Assistant (Grade 509N), create one (1) classified position of Recreation Specialist Sr., (Grade 516N), abolish two (2) unclassified positions of Educational Program Aide PT (Grade 510N) and create (1) classified position of Recreation Supervisor (Grade 514N) in the Division of Parks and Recreation, effective upon passage of Council. The estimated 12-month future cost is \$10,115.52. (L0155-25) (George/Hamilton)

Budgetary Implications [select]: Yes

Advance Document Review:

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

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

Fully Budgeted [select]: No

Account Number:

This Fiscal Year Impact: \$10,115.52

Annual Impact: \$

Project:

Activity:


Budget Reference:

Current Balance:



MEMORANDUM

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

FROM: 
Glenda Humphrey George, Director
Division of Human Resources

DATE: February 4, 2025

SUBJECT: Abolish/Create positions – Division of Parks and Recreation

Request:

The attached action is requesting authorization to abolish one (1) classified position of Staff Assistant (Grade 509N), create one (1) classified position of Recreation Specialist Sr., (Grade 516N), abolish two (2) unclassified positions of Educational Program Aide PT (Grade 510N) and create (1) classified position of Recreation Supervisor (Grade 514N) in the Division of Parks and Recreation, effective upon passage of Council.

Why are you requesting:

The purpose of the Recreation Specialist Sr., is to provide staff support and services for a variety of recreation activities. This position will create, monitor and supervise the Division's multiple volunteer programs by collecting, maintaining, analyzing and creating reports for all the division's program participation data. The purpose of the Recreation Supervisor is to provide maintenance support for the new natural areas park, Kelly's Landing. This position will also assist with maintenance and programming at Raven Run Nature Sanctuary.

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

This has an estimated 12-month future impact cost of \$10,115.52.



Position Title	Annual Salary Before	Annual Salary After	Annual Increase/Decrease
Staff Assistant	\$36,038.08	\$0	(\$36,038.08)
Education Program Aide PT	\$18,418.40	\$0	(\$18,418.40)
Education Program Aide PT	\$18,418.40	\$0	(\$18,418.40)
Various Seasonal	\$12,558.56	\$0	(\$12,558.56)
Recreation Specialist Sr.	\$0	\$50,103.04	\$50,103.04
Recreation Supervisor	\$0	\$45,445.92	\$45,445.92
Total Annual Impact/ Salary and Benefits \$10,115.52			

File Number: 0155-25

Director/Commissioner: Glenda Humphrey George/Sally Hamilton

If you have questions or need additional information, please contact Alana Morton at (859) 258-3037.



ORDINANCE NO. _____ - 2025

AN ORDINANCE AMENDING THE AUTHORIZED STRENGTH BY ABOLISHING ONE (1) CLASSIFIED POSITION OF STAFF ASSISTANT, GRADE 509N, CREATING ONE (1) CLASSIFIED POSITION OF RECREATION SPECIALIST SENIOR, GRADE 516N, ABOLISHING TWO (2) UNCLASSIFIED POSITIONS OF EDUCATIONAL PROGRAM AIDE PT, GRADE 510N, AND CREATING ONE (1) CLASSIFIED POSITION OF RECREATION SUPERVISOR, GRADE 514N, ALL IN THE DIVISION OF PARKS AND RECREATION, EFFECTIVE UPON PASSAGE OF COUNCIL.

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

Section 1 – That the following subsection line numbers in the classified civil service authorized strength be and hereby are amended to read as follows:

760.072	6	806	516N	Recreation Specialist Sr.
760.130	6	802	514N	Recreation Supervisor

Section 2 – That subsection line number 760.155 in the classified civil service authorized strength be and hereby is deleted.

Section 3 – That subsection line number 760.035 in the unclassified civil service authorized strength be and hereby is deleted.

Section 4 – That this Ordinance shall be effective upon passage of Council.

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
PUBLISHED:

0155-25:GET: 4909-2369-7946, v. 1

ORDINANCE NO. 016 - 2025

AN ORDINANCE AMENDING THE AUTHORIZED STRENGTH BY ABOLISHING ONE (1) CLASSIFIED POSITION OF STAFF ASSISTANT, GRADE 509N, CREATING ONE (1) CLASSIFIED POSITION OF RECREATION SPECIALIST SENIOR, GRADE 516N, ABOLISHING TWO (2) UNCLASSIFIED POSITIONS OF EDUCATIONAL PROGRAM AIDE PT, GRADE 510N, AND CREATING ONE (1) CLASSIFIED POSITION OF RECREATION SUPERVISOR, GRADE 514N, ALL IN THE DIVISION OF PARKS AND RECREATION, EFFECTIVE UPON PASSAGE OF COUNCIL.

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

Section 1 – That the following subsection line numbers in the classified civil service authorized strength be and hereby are amended to read as follows:

760.072 6 806 516N Recreation Specialist Sr.

760.130 6 802 514N Recreation Supervisor

Section 2 – That subsection line number 760.155 in the classified civil service authorized strength be and hereby is deleted.

Section 3 – That subsection line number 760.035 in the unclassified civil service authorized strength be and hereby is deleted.

Section 4 – That this Ordinance shall be effective upon passage of Council.

PASSED URBAN COUNTY COUNCIL: March 6, 2025

Linda Gorton

MAYOR

ATTEST:

[Signature]

CLERK OF URBAN COUNTY COUNCIL

PUBLISHED: March 14, 2025-1t

0155-25:GET: 4909-2369-7946, v. 1



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0157-25

File ID: 0157-25

Type: Resolution

Status: Approved

Version: 2

Contract #: 023-2025

In Control: Urban County
Council

File Created: 02/05/2025

Final Action: 03/06/2025

File Name: Request Council authorization to execute Change Order No. 1 (Final) with Hinkle Construction Services, LLC in the amount of \$59,844.55 for additional work on the Squires Road Sidewalk Project. The total contract amount will increase from \$434,619.31 to \$4

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 1 to the Agreement with Hinkle Construction Services LLC., for the Squires Rd. Sidewalk Project, increasing the Contract price by the sum of \$59,844.55, from \$434,619.31 to \$494,463.86. [Div. of Engineering, Burton]

Notes: dropped off in office 3/11/2025 mn

Stamped and filed in the CCO. Returned to Celia Moore 3/12/2025. MS

Sponsors:

Enactment Date: 03/06/2025

Attachments: 25- Blue Sheet Memo Squires Rd Sidewalk, Squires Road SWs CO #1-FINAL-WDB, 157-25 change prder hinkle 4900-1827-6634 v.1.docx, R-081-2025, Contract #023-2024 -Change Order

Enactment Number: R-081-2025

Deed #:

Hearing Date:

Drafter: Katrina James

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	Urban County Council Work Session	02/18/2025	Approved and Referred to Docket	Urban County Council	02/20/2025		Pass
2	Urban County Council	02/20/2025	Received First Reading	Urban County Council	03/06/2025		
2	Urban County Council	03/06/2025	Approved				Pass

Text of Legislative File 0157-25

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute

Change Order No. 1 to the Agreement with Hinkle Construction Services LLC., for the Squires Rd. Sidewalk Project, increasing the Contract price by the sum of \$59,844.55, from \$434,619.31 to \$494,463.86. [Div. of Engineering, Burton]

Summary

Authorization to execute Change Order No. 1 (Final) with Hinkle Construction Services, LLC in the amount of \$59,844.55 for additional work on the Squires Road Sidewalk Project. The total Contract amount will increase from \$434,619.31 to \$494,463.86. Funds are Budgeted.

(L0157-25) (Burton/Albright)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Michael Sanner, 2/3/2025

Risk Management: N/A

Fully Budgeted: Yes

Account Number: 3160-303202-3251-91714

This Fiscal Year Impact: \$ 59,844.55

Annual Impact: \$0

Project: SQUIRE_2016

Activity: CONST

Budget Reference: 2016

Current Balance: \$116,746.94



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

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

DATE: FEBRUARY 4, 2025

**SUBJECT: Authorization to execute Change Order No. 1 (Final) with Hinkle
Construction Services, LLC for the Squires Road Sidewalk Project**

Request: Authorization to execute Change Order No. 1 (Final) with Hinkle Construction Services, LLC in the amount of \$59,844.55 for additional work on the Squires Road Sidewalk Project. The total contract amount will increase from \$434,619.31 to \$494,463.86.

Purpose of Request: On February 1, 2024 (Resolution 049-2024), Council approved to execute an agreement (RFP No. 110-2023) with Hinkle Construction Services, LLC for the construction costs related to Squires Road Sidewalk project at a cost not to exceed \$434,619.31. The LFUCG Division of Engineering needs this action to adjust the contract amount for the Squires Road Sidewalk project as follows:

- Adjust bid quantities to actual constructed quantities
- Additional sidewalk & header curb
- Replace curb and gutter
- Rebuild intersection at Squires Road and service road.

Details of the changes are shown in the Change Order forms.

What is the cost in this budget year and future budget years? The cost in FY25 is \$59,844.55. No costs are anticipated in future budget years.

Are the funds budgeted? Yes, 3160-303202-3251-91714; SQUIRE_2016 CONST

File Number: 0157-25

Director/Commissioner: Burton/Albright



LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CONTRACT CHANGE ORDER Page 1		Date:	January 9, 2025	
		Project:	Squires Road Sidewalks	
		Location:	Squires @ Brookewind Way	
To (Contractor): Hinkle Construction Services, LLC P.O. Box 607 Paris, KY 40362		Contract No.	110-2023	
		Original Contract Amt.	\$434,619.31	
		Cumulative Amount of Previous Change Orders	\$0.00	
		Percent Change - Previous Change Orders		0.00%
		Total Contract Amount Prior to this Change Order	\$434,619.31	
		Change Order No.	1-FINAL	
You are hereby requested to comply with the following changes from the contract plans and specification;				
Current Change Order				
Item No.	Description of changes-quantities, unit prices, change in completion date, etc.	Decrease in contract price	Increase in contract price	
	See Attached Sheet			
	Total decrease	-\$27,774.18		
	Total increase		\$87,618.73	
	Net Amount of this Change Order	\$59,844.55		
	New Contract Amount Including this Change Order	\$494,463.86		
	Percent Change - This Change Order			13.77%
	Percent Change - All Change Orders			13.77%
The time provided for the completion in the contract and all provisions of the contract will apply hereto.				
Recommended by <u>[Signature]</u> (Proj. Engr.)		Date <u>1/24/25</u>		
Accepted by <u>[Signature]</u> (Contractor)		Date <u>01/24/2025</u>		
Approved by <u>[Signature]</u> (Director - DOE)		Date <u>1/27/25</u>		
Approved by <u>Nancy Albright</u> (Commissioner - EQPW)		Date <u>1/28/25</u>		
Approved by _____ (Mayor)		Date _____		

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CHANGE ORDER					DATE:	January 9, 2025	
					Change Order #:	1-FINAL	
					CONTRACT #:	110-2023	
Project: Squires Road Sidewalks							
You are hereby requested to comply with the following changes from the contract plans and specifications;							
Item No.	ADD / DEL	Description of changes	Units	Quantity	Unit Price	Decrease in contract price	Increase in contract price
2	DEL	Quality Control Services - Allowance	LS	-0.58	3,000.00	\$ (1,740.00)	\$ -
6	DEL	No. 2 Stone	TON	-10.00	111.85	\$ (1,118.50)	\$ -
7	DEL	No. 57 Stone	-FINA	-2.00	111.85	\$ (223.70)	\$ -
8	ADD	Sidewalk 4.5 Inch Concrete	SQYD	26.25	165.19	\$ -	\$ 4,336.24
9	ADD	Standard Curb and Gutter Mod	LF	160.00	83.24	\$ -	\$ 13,318.40
10	ADD	Standard Header Curb Mod	LF	39.00	120.14	\$ -	\$ 4,685.46
11	DEL	Bituminous Pavement Milling and Texturing	TON	-25.00	201.19	\$ (5,029.75)	\$ -
12	DEL	CL2 Asph Base 0.75D PG64-22	TON	-1.15	268.25	\$ (308.49)	\$ -
13	DEL	CL3 Asph Surf 0.38D PG64-22	TON	-17.00	429.22	\$ (7,296.74)	\$ -
16	ADD	Detectable Warnings	SF	1.00	80.22	\$ -	\$ 80.22
17	DEL	Conduit 2" (SCH 40 PV)	LF	-475.00	20.12	\$ (9,557.00)	\$ -
20	DEL	Payment and Performance Bond	LS	-0.50	5,000.00	\$ (2,500.00)	\$ -
101	ADD	Maintain and Control Traffic - Additional Work	LS	1.00	5,140.80	\$ -	\$ 5,140.80
102	ADD	Construction Staking - Additional Work	LS	1.00	1,080.00	\$ -	\$ 1,080.00
103	ADD	Clearing ang Grubbing - Additional Work	LS	1.00	2,678.44	\$ -	\$ 2,678.44
104	ADD	Unclassified Excavation, Placement, and Embankment	LS	1.00	1,852.50	\$ -	\$ 1,852.50
105	ADD	Remove Sidewalk	SQYD	26.25	110.26	\$ -	\$ 2,894.33

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CHANGE ORDER					DATE:	January 9, 2025	
					Change Order #:	1-FINAL	
					CONTRACT #:	110-2023	
Project: Squires Road Sidewalks							
You are hereby requested to comply with the following changes from the contract plans and specifications;							
Item No.	ADD / DEL	Description of changes	Units	Quantity	Unit Price	Decrease in contract price	Increase in contract price
106	ADD	Silt Fence	LF	40.00	7.50	\$ -	\$ 300.00
201	ADD	Maintain and Control Traffic	LS	1.00	2,955.88	\$ -	\$ 2,955.88
202	ADD	Curb and Gutter Demo and Preparation	LS	1.00	7,591.16	\$ -	\$ 7,591.16
301	ADD	Road Rebuild - Excavation & Placement	CY	88.00	23.10	\$ -	\$ 2,032.80
302	ADD	Dense Graded Aggregate	TON	103.62	33.60	\$ -	\$ 3,481.63
303	ADD	Road Rebuild - Milling and Texturing	TON	94.10	49.88	\$ -	\$ 4,693.71
304	ADD	Road Rebuild - Bituminous Base	TON	106.13	117.60	\$ -	\$ 12,480.89
305	ADD	Class I Surface PG-76-22	TON	4.00	183.75	\$ -	\$ 735.00
306	ADD	Road Rebuild - Edge Key	LF	15.00	26.25	\$ -	\$ 393.75
307	ADD	Road Rebuild - Saw Cut	LF	116.00	7.22	\$ -	\$ 837.52
308	ADD	Road Rebuild - Mobilization	LS	1.00	4,725.00	\$ -	\$ 4,725.00
309	ADD	Road Rebuild - MOT	LS	1.00	3,600.00	\$ -	\$ 3,600.00
310	ADD	Road Rebuild - Staking	LS	1.00	3,575.00	\$ -	\$ 3,575.00
311	ADD	Road Rebuild - Wage Adjustment	LS	1.00	4,150.00	\$ -	\$ 4,150.00
Total decrease						\$ (27,774.18)	
Total increase							\$ 87,618.73
Net (increase) in contract price							\$ 59,844.55

JUSTIFICATION FOR CHANGE

PROJECT:

Squires Road Sidewalks

CONTRACT NO.

110-2023

CHANGE ORDER:

1-FINAL

1. Necessity for change: Final quantity adjustments including additional sidewalk replaced to correct excess cross slope at sidewalk tie-in, curb and gutter replaced to facilitate drainage and improve road safety, and road rebuild as a result of the curb and gutter elevation change. Work was performed under field change directives.
2. Is proposed change an alternate bid? ___Yes ___X___No
3. Will proposed change alter the physical size of the project? ___Yes ___X___No
If "Yes", explain.
4. Effect of this change on other prime contractors: N/A
5. Has consent of surety been obtained? ___Yes ___X___Not Necessary
6. Will this change affect expiration or extent of insurance coverage? ___Yes ___X___No
If "Yes", will the policies be extended? ___Yes ___No
7. Effect on operation and maintenance costs: N/A
8. No change to the contract completion date

Mayor_____
Date

CONTRACT HISTORY FORM

CO #1-FINAL

Page 2

Project Name Squires Road SidewalkContractor: Hinkle Construction Services, LLCContract Number and Date: 110-2023, 3-29-2024Responsible LFUCG Division: Engineering**CONTRACT AND CHANGE ORDER DETAILS**

A. Original Contract Amount:	\$	<u>434,619.31</u>	
Next Lowest Bid Amount:			
\$	585,704.00		
B. Amount of Selected Alternate or Phase:	\$	<u>0.00</u>	
C. Cumulative Amount of All Previous Alternates or Phases:	\$	<u>434,619.31</u>	
D. Amended Contract Amount:	\$	<u>434,619.31</u>	
E. Cumulative Amount of All Previous Change Orders:	\$	<u>0.00</u>	<u>0.0%</u> (Line E / Line D)
F. Amount of This Change Order:	\$	<u>59,844.55</u>	<u>13.8%</u> (Line F / Line D)
G. Total Contract Amount:	\$	<u>494,463.86</u>	

SIGNATURES

Project Manager:

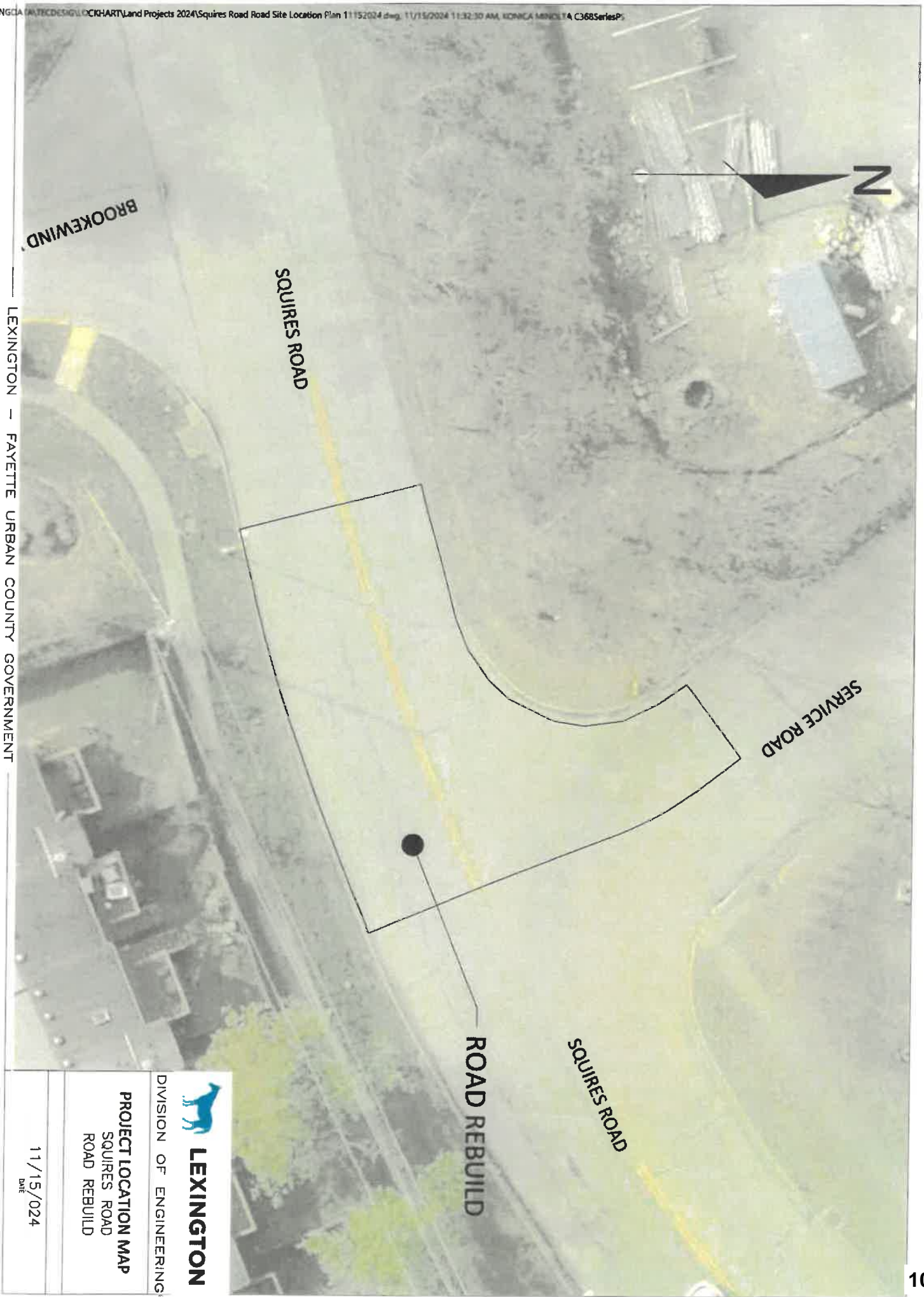
Date: 1/24/25

Reviewed by:

Date: 01/27/25

Division Director:

Date: 1/27/25



LEXINGTON — FAYETTE URBAN COUNTY GOVERNMENT

 LEXINGTON	DIVISION OF ENGINEERING
	PROJECT LOCATION MAP SQUIRES ROAD ROAD REBUILD
11/15/024	DATE

RESOLUTION NO. _____ - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER NO. 1 TO THE AGREEMENT WITH HINKLE CONSTRUCTION SERVICES LLC., FOR THE SQUIRES ROAD SIDEWALK PROJECT, INCREASING THE CONTRACT PRICE BY THE SUM OF \$59,844.55, FROM \$434,619.31 TO \$494,463.86.

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 Change Order No. 1, which is attached hereto and incorporated herein by reference, to the Agreement with Hinkle Construction Services LLC., for the Squires Road Sidewalk Project, increasing the contract price by the sum of \$59,844.55, from \$434,619.31 to \$494,463.86.

Section 2 – That an amount, not to exceed the sum of \$59,844.55, be and hereby is approved for payment to Hinkle Construction Services LLC., from account,#3160-303202-9174, pursuant to the terms of the Change Order.

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

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
157-25:MRS:4900-1827-6634, v. 1

RESOLUTION NO. 081 - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER NO. 1 TO THE AGREEMENT WITH HINKLE CONSTRUCTION SERVICES LLC., FOR THE SQUIRES ROAD SIDEWALK PROJECT, INCREASING THE CONTRACT PRICE BY THE SUM OF \$59,844.55, FROM \$434,619.31 TO \$494,463.86.

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 Change Order No. 1, which is attached hereto and incorporated herein by reference, to the Agreement with Hinkle Construction Services LLC., for the Squires Road Sidewalk Project, increasing the contract price by the sum of \$59,844.55, from \$434,619.31 to \$494,463.86.

Section 2 – That an amount, not to exceed the sum of \$59,844.55, be and hereby is approved for payment to Hinkle Construction Services LLC., from account,#3160-303202-9174, pursuant to the terms of the Change Order.

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






PASSED URBAN COUNTY COUNCIL: March 6, 2025



MAYOR


ATTEST:


CLERK OF URBAN COUNTY COUNCIL
157-25:MRS:4900-1827-6634, v. 1

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CONTRACT CHANGE ORDER Page 1		Date: January 9, 2025	
		Project: Squires Road Sidewalks	
		Location: Squires @ Brookewind Way	
		Contract No. 110-2023	
		Original Contract Amt. \$434,619.31	
		Cumulative Amount of Previous Change Orders \$0.00	
		Percent Change - Previous Change Orders	0.00%
		Total Contract Amount Prior to this Change Order \$434,619.31	
		Change Order No. 1 - FINAL	
To (Contractor): Hinkle Construction Services, LLC P.O. Box 607 Paris, KY 40362			
You are hereby requested to comply with the following changes from the contract plans and specification;			
Current Change Order			
Item No.	Description of changes-quantities, unit prices, change in completion date, etc.	Decrease in contract price	Increase in contract price
	See Attached Sheet		
	Total decrease	-\$27,774.18	
	Total increase		\$87,618.73
	Net Amount of this Change Order	\$59,844.55	
	New Contract Amount Including this Change Order	\$494,463.86	
	Percent Change - This Change Order		13.77%
	Percent Change - All Change Orders		13.77%
The time provided for the completion in the contract and all provisions of the contract will apply hereto.			
Recommended by <u></u> (Proj. Engr.) Date <u>1/24/25</u>			
Accepted by <u></u> (Contractor) Date <u>01/24/2025</u>			
Approved by <u></u> (Director - DOE) Date <u>1/27/25</u>			
Approved by <u></u> (Commissioner - EQPW) Date <u>1/28/25</u>			
Approved by <u></u> (Mayor) Date <u>3/6/2025</u>			

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT					DATE:		January 9, 2025	
CHANGE ORDER					Change Order #:		1-FINAL	
					CONTRACT #:		110-2023	
Project: Squires Road Sidewalks								
You are hereby requested to comply with the following changes from the contract plans and specifications;								
Item No.	ADD / DEL	Description of changes	Units	Quantity	Unit Price	Decrease in contract price	Increase in contract price	
2	DEL	Quality Control Services - Allowance	LS	-0.58	3,000.00	\$ (1,740.00)	\$ -	
6	DEL	No. 2 Stone	TON	-10.00	111.85	\$ (1,118.50)	\$ -	
7	DEL	No. 57 Stone	-FINA	-2.00	111.85	\$ (223.70)	\$ -	
8	ADD	Sidewalk 4.5 Inch Concrete	SQYD	26.25	165.19	\$ -	\$ 4,336.24	
9	ADD	Standard Curb and Gutter Mod	LF	160.00	83.24	\$ -	\$ 13,318.40	
10	ADD	Standard Header Curb Mod	LF	39.00	120.14	\$ -	\$ 4,685.46	
11	DEL	Bituminous Pavement Milling and Texturing	TON	-25.00	201.19	\$ (5,029.75)	\$ -	
12	DEL	CL2 Asph Base 0.75D PG64-22	TON	-1.15	268.25	\$ (308.49)	\$ -	
13	DEL	CL3 Asph Surf 0.38D PG64-22	TON	-17.00	429.22	\$ (7,296.74)	\$ -	
16	ADD	Detectable Warnings	SF	1.00	80.22	\$ -	\$ 80.22	
17	DEL	Conduit 2" (SCH 40 PV)	LF	-475.00	20.12	\$ (9,557.00)	\$ -	
20	DEL	Payment and Performance Bond	LS	-0.50	5,000.00	\$ (2,500.00)	\$ -	
101	ADD	Maintain and Control Traffic - Additional Work	LS	1.00	5,140.80	\$ -	\$ 5,140.80	
102	ADD	Construction Staking - Additional Work	LS	1.00	1,080.00	\$ -	\$ 1,080.00	
103	ADD	Clearing ang Grubbing - Additional Work	LS	1.00	2,678.44	\$ -	\$ 2,678.44	
104	ADD	Unclassified Excavation, Placement, and Embankment	LS	1.00	1,852.50	\$ -	\$ 1,852.50	
105	ADD	Remove Sidewalk	SQYD	26.25	110.26	\$ -	\$ 2,894.33	

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CHANGE ORDER					DATE:	January 9, 2025
					Change Order #:	1-FINAL
					CONTRACT #:	110-2023
Project: Squires Road Sidewalks						
You are hereby requested to comply with the following changes from the contract plans and specifications;						
Item No.	ADD / DEL	Description of changes	Units	Quantity	Unit Price	Increase in contract price
106	ADD	Silt Fence	LF	40.00	7.50	\$ 300.00
201	ADD	Maintain and Control Traffic	LS	1.00	2,955.88	\$ 2,955.88
202	ADD	Curb and Gutter Demo and Preparation	LS	1.00	7,591.16	\$ 7,591.16
301	ADD	Road Rebuild - Excavation & Placement	CY	88.00	23.10	\$ 2,032.80
302	ADD	Dense Graded Aggregate	TON	103.62	33.60	\$ 3,481.63
303	ADD	Road Rebuild - Milling and Texturing	TON	94.10	49.88	\$ 4,693.71
304	ADD	Road Rebuild - Bituminous Base	TON	106.13	117.60	\$ 12,480.89
305	ADD	Class I Surface PG-76-22	TON	4.00	183.75	\$ 735.00
306	ADD	Road Rebuild - Edge Key	LF	15.00	26.25	\$ 393.75
307	ADD	Road Rebuild - Saw Cut	LF	116.00	7.22	\$ 837.52
308	ADD	Road Rebuild - Mobilization	LS	1.00	4,725.00	\$ 4,725.00
309	ADD	Road Rebuild - MOT	LS	1.00	3,600.00	\$ 3,600.00
310	ADD	Road Rebuild - Staking	LS	1.00	3,575.00	\$ 3,575.00
311	ADD	Road Rebuild - Wage Adjustment	LS	1.00	4,150.00	\$ 4,150.00
Total decrease					\$ (27,774.18)	
Total increase						\$ 87,618.73
Net (increase) in contract price						\$ 59,844.55

Page 4 of 4		
JUSTIFICATION FOR CHANGE	PROJECT:	Squires Road Sidewalks
	CONTRACT NO.	110-2023
	CHANGE ORDER:	1-FINAL
<p>1. Necessity for change: Final quantity adjustments including additional sidewalk replaced to correct excess cross slope at sidewalk tie-in, curb and gutter replaced to facilitate drainage and improve road safety, and road rebuild as a result of the curb and gutter elevation change. Work was performed under field change directives.</p> <p>2. Is proposed change an alternate bid? ___Yes ___X___No</p> <p>3. Will proposed change alter the physical size of the project? ___Yes ___X___No</p> <p>If "Yes", explain.</p> <p>4. Effect of this change on other prime contractors: N/A</p> <p>5. Has consent of surety been obtained? ___Yes ___X___Not Necessary</p> <p>6. Will this change affect expiration or extent of insurance coverage? ___Yes ___X___No</p> <p>If "Yes", will the policies be extended? ___Yes ___No</p> <p>7. Effect on operation and maintenance costs: N/A</p> <p>8. No change to the contract completion date</p> <div><div> Mayor</div><div><u>3/10/2025</u> Date</div></div>		

CONTRACT HISTORY FORM

CO #1-FINAL

Page 2

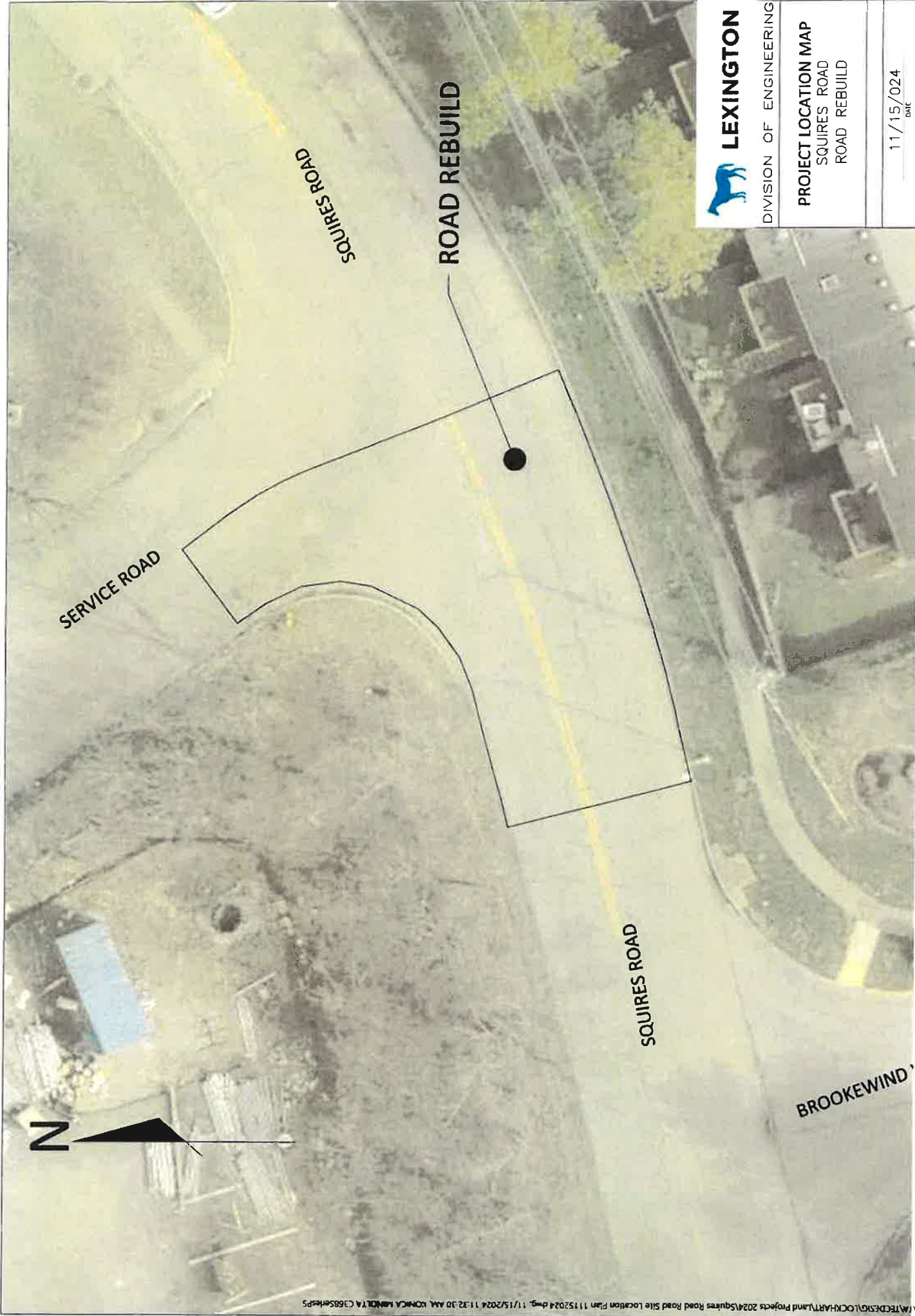
Project Name Squires Road Sidewalk
Contractor: Hinkle Construction Services, LLC
Contract Number and Date: 110-2023, 3-29-2024
Responsible LFUCG Division: Engineering

CONTRACT AND CHANGE ORDER DETAILS

A. Original Contract Amount:	\$	<u>434,619.31</u>	
Next Lowest Bid Amount:	\$	<u>585,704.00</u>	
B. Amount of Selected Alternate or Phase:	\$	<u>0.00</u>	
C. Cumulative Amount of All Previous Alternates or Phases:	\$	<u>434,619.31</u>	
D. Amended Contract Amount:	\$	<u>434,619.31</u>	
E. Cumulative Amount of All Previous Change Orders:	\$	<u>0.00</u>	<u>0.0%</u> <small>(Line E / Line D)</small>
F. Amount of This Change Order:	\$	<u>59,844.55</u>	<u>13.8%</u> <small>(Line F / Line D)</small>
G. Total Contract Amount:	\$	<u>494,463.86</u>	

SIGNATURES

Project Manager:		Date: <u>1/24/25</u>
Reviewed by:		Date: <u>01/27/25</u>
Division Director:		Date: <u>1/27/25</u>



**LEXINGTON**

DIVISION OF ENGINEERING

PROJECT LOCATION MAP
SQUIRES ROAD
ROAD REBUILD

11/15/024
DATE



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 0158-25

File ID: 0158-25

Type: Resolution

Status: Approved

Version: 2

Contract #: 026-2025

In Control: Urban County
Council

File Created: 02/05/2025

Final Action: 02/20/2025

File Name: Request Council authorization to execute Professional Services Agreements with Bethanie Logdon, Eva Harrison, Kristin Beers, Kayla Keeping, Marinda Beasley, Megan Magsam and Angela Wallace on an "on-call" basis for the performance of forensic examinations

Title: A Resolution authorizing and directing the Mayor, on behalf of the Lexington-Fayette Urban County Government, to execute Professional Services Agreements with Marinda Beasley, Kristin Beers, Megan Magsam, Angela Wallace, Bethanie Logdon, Eva Harrison, and Kayla Keeping to serve as Sexual Assault Nurse Examiners on an on-call basis for the performance of forensic examinations in 2025, at a cost not to exceed \$68,167. [Div. of Police, Weathers]

Notes: SAF in CCO, copies given back to Celia 2.25.25 AA

Sponsors:

Enactment Date: 02/20/2025

Attachments: 25- Blue Sheet SANE Agreements, SANE Nurse Agreement Megan Magsam- WDR Edits, 0158-25 Sexual Assault Nurse Examiner Program 4938-0527-0557 v.1.docx, R-067-2025, Contracts #026-2025, Contract #026-2025 -Megan Magsam, Contract #026-2025 - Eva Harrison, Contract #026-2025 - Marinda Beasley, Contract #026-2025 -Kayla Keeping, Contract #026-2025 -Angela Wallace, Contract #026-2025 -Kristin Beers

Enactment Number: R-067-2025

Deed #:

Hearing Date:

Drafter: Katrina James

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	Urban County Council Work Session	02/18/2025	Approved and Referred to Docket	Urban County Council	02/20/2025		Pass
2	Urban County Council	02/20/2025	Received First Reading	Urban County Council	02/20/2025		

2	Urban County Council	02/20/2025	Suspended Rules for Second Reading	Pass
2	Urban County Council	02/20/2025	Approved	Pass

Text of Legislative File 0158-25

Title

A Resolution authorizing and directing the Mayor, on behalf of the Lexington-Fayette Urban County Government, to execute Professional Services Agreements with Marinda Beasley, Kristin Beers, Megan Magsam, Angela Wallace, Bethanie Logdon, Eva Harrison, and Kayla Keeping to serve as Sexual Assault Nurse Examiners on an on-call basis for the performance of forensic examinations in 2025, at a cost not to exceed \$68,167. [Div. of Police, Weathers]

Summary

Authorization to execute Professional Services Agreements with Bethanie Logdon, Eva Harrison, Kristin Beers, Kayla Keeping, Marinda Beasley, Megan Magsam and Angela Wallace on an "on-call" basis for the performance of forensic examinations in 2025. Funded by the Kentucky Justic Cabinet for the operation of a Sexual Assault Nurse Examiner Program at a cost of \$68,167. Funds are Budgeted. (L0158-25) (Weathers/Armstrong)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by William Razor, 2/5/2025

Risk Management: N/A

Fully Budgeted: Yes

Account Number: 3140-505506-5561-71299 SANE_2025

3140-505506-5561-71217 SANE3_2025

This Fiscal Year Impact: \$ 68,167

Annual Impact: \$0

Project: SANE_2025; SANE3_2025

Activity: FED_GRANT; STA_GRANT

Budget Reference: 2025

Current Balance: 3140-505506-5561-71299 - \$53,167.00

3140-505506-5561-71217 - \$15,000.00



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

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

DATE: FEBRUARY 4, 2025

**SUBJECT: Professional Services Agreements: Sexual Assault Nurse Examiner Program for
Fiscal Year 2025**

Request: Council authorization to execute Professional Services Agreements with Bethanie Logdon, Eva Harrison, Kristin Beers, Kayla Keeping, Marinda Beasley, Megan Magsam and Angela Wallace on an "on-call" basis for the performance of forensic examinations in 2025.

This Professional Service Agreement will have a term from January 1, 2025 – December 31, 2025. Future term years are dependent on available grant funds. Professional Service Agreement terms are effective until terminated by LFUCG or SANE Contract Nurse, which either party may do at any time, without cause and without notice.

Purpose of Request: The Lexington-Fayette Urban County Government has received continuation funding (Violence Against Women Act) from the Kentucky Justice Cabinet for the operation of a Sexual Assault Nurse Examiner program. The purpose of this program is to improve the collection of forensic evidence in sexual assault cases and to provide the victims of sexual assault more humane treatment during the investigation. Ultimately, higher rates of reporting will occur along with higher rates of prosecution and conviction. The Kentucky Crime Victims' Compensation Fund also provides financial support for forensic examinations. An approved element of the grant-funded project is contracting with certified Sexual Assault Nurse Examiners (S.A.N.E.s) to serve on call twenty-four hours a day to respond to calls for examinations at Saint Joseph Hospital. The attached Professional Services Agreements for the period of January 1, 2025 through December 31, 2025, outline the responsibilities and compensation.

What is the cost in this budget year and future budget years? \$68,167 is estimated for FY25. No additional costs are anticipated in future budget years.

Are the funds budgeted? Yes, 3140-505506-5561-71299 SANE_2025 FED_GRANT 2025 and 3140-505506-5561-71217 SANE3_2025 STA_GRANT 2025

The funds budgeted in SANE_2025 are for the purpose of paying contractual nurses for on-call duty and for reimbursement for liability insurance and court appearances. The funds budgeted in SANE3_2025 are for payment of nurses for forensic examinations. These funds come from the State's Crime Victims Compensation Board.

File Number: 0158-25

Director/Commissioner: Weathers/Armstrong



PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT, made and entered into on the 1st day of January, 2025, by and between the Lexington-Fayette Urban County Government, an urban county government of the Commonwealth of Kentucky pursuant to KRS Chapter 67A, and located at 200 East Main Street, Lexington, Fayette County, Kentucky 40507 (hereinafter referred to as “Government”) and Megan Magsam 761 E. Lexington St., Harrodsburg, KY 40330 (hereinafter referred to as “Contractor”)

WITNESSETH

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

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

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

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

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

SECTION I

OBLIGATIONS OF GOVERNMENT

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

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

SECTION II

OBLIGATIONS OF CONTRACTOR

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

licensure shall be at the expense of the Contractor. Evidence of license and memberships shall be provided to the Government.

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

SECTION III

GENERAL CONDITIONS

1. This Agreement shall be effective from January 1, 2025, through December 31, 2025.
2. This Agreement may be terminated by either party for any reason upon thirty (30) days written notice to the other party. In the event of termination, the Contractor shall be paid in full for all services performed to the date of such termination in accordance with Section I, Paragraph 1 and Paragraph 2.
3. The Government acknowledges and agrees that this professional services agreement shall not in any way interfere with or prevent the engagement of the Contractor in other employment, presently or otherwise. Such other employment is not to interfere with the performance of duties under this Professional Services Agreement.
4. The Contractor acknowledges that she is an independent contractor under this agreement and not any employee of the Government for any purpose.
5. The Contractor certifies, in accordance with Executive Order 12549 (Debarment and Suspension February 18, 1986) that to the best of her knowledge and belief, that she:

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

- a. Has not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or

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

[INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW]

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: _____
Linda Gorton, Mayor

ATTEST:

Clerk of the Urban County Council

CONTRACTOR

BY: _____
Megan Magsam

RESOLUTION NO. ____-2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, TO EXECUTE PROFESSIONAL SERVICES AGREEMENTS WITH MARINDA BEASLEY, KRISTIN BEERS, MEGAN MAGSAM, ANGELA WALLACE, BETHANIE LOGDON, EVA HARRISON, AND KAYLA KEEPING TO SERVE AS SEXUAL ASSAULT NURSE EXAMINERS ON AN ON-CALL BASIS FOR THE PERFORMANCE OF FORENSIC EXAMINATIONS IN 2025, AT A COST NOT TO EXCEED \$68,167.00.

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 Professional Services Agreements, which are attached hereto and incorporated herein by reference, with Marinda Beasley, Kristin Beers, Megan Magsam, Angela Wallace, Bethanie Logdon, Eva Harrison, and Kayla Keeping to serve as Sexual Assault Nurse Examiners on an on-call basis for the performance of forensic examinations in 2025.

Section 2 - That an amount, not to exceed \$68,167.00, be and hereby is approved for payment to Marinda Beasley, Kristin Beers, Megan Magsam, Angela Wallace, Bethanie Logdon, Eva Harrison, and Kayla Keeping, from account #3140–505506–71299 (\$53,167.00) and #3140-505506-71217 (\$15,000.00), pursuant to the terms of the Professional Services Agreements.

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

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0158-25:WDR:4938-0527-0557, v. 1

RESOLUTION NO. 067-2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, TO EXECUTE PROFESSIONAL SERVICES AGREEMENTS WITH MARINDA BEASLEY, KRISTIN BEERS, MEGAN MAGSAM, ANGELA WALLACE, BETHANIE LOGDON, EVA HARRISON, AND KAYLA KEEPING TO SERVE AS SEXUAL ASSAULT NURSE EXAMINERS ON AN ON-CALL BASIS FOR THE PERFORMANCE OF FORENSIC EXAMINATIONS IN 2025, AT A COST NOT TO EXCEED \$68,167.00.

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 Professional Services Agreements, which are attached hereto and incorporated herein by reference, with Marinda Beasley, Kristin Beers, Megan Magsam, Angela Wallace, Bethanie Logdon, Eva Harrison, and Kayla Keeping to serve as Sexual Assault Nurse Examiners on an on-call basis for the performance of forensic examinations in 2025.

Section 2 - That an amount, not to exceed \$68,167.00, be and hereby is approved for payment to Marinda Beasley, Kristin Beers, Megan Magsam, Angela Wallace, Bethanie Logdon, Eva Harrison, and Kayla Keeping, from account #3140-505506-71299 (\$53,167.00) and #3140-505506-71217 (\$15,000.00), pursuant to the terms of the Professional Services Agreements.

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

PASSED URBAN COUNTY COUNCIL: February 20, 2025

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0158-25:WDR:4938-0527-0557, v. 1

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT, made and entered into on the 1st day of January, 2025, by and between the Lexington-Fayette Urban County Government, an urban county government of the Commonwealth of Kentucky pursuant to KRS Chapter 67A, and located at 200 East Main Street, Lexington, Fayette County, Kentucky 40507 (hereinafter referred to as "Government") and Bethanie Logdon 2400 Cummins Ferry Rd, Salvisa, Ky 40372 (hereinafter referred to as "Contractor")

WITNESSETH

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

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

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

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

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SECTION II

OBLIGATIONS OF CONTRACTOR

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

licensure shall be at the expense of the Contractor. Evidence of license and memberships shall be provided to the Government.

8. Contractor agrees to attend a monthly meeting at the Government's Division of Police and complete one conference per year in the field of forensics, all at Contractor's expense.
9. Contractor agrees to submit invoices to the Government for all services at least once per month, no later than the fifth day of the following month.
10. As criminal cases may take a significant amount of time to be adjudicated, Contractor agrees to maintain contact with the Government for a period of three years following termination of her agreement at no additional cost. Such contact includes but is not necessarily limited to notification of current home address, telephone number, and place of employment for the three-year period. Contractor agrees to comply with all subpoenas for all cases in which she performed examinations for the three-year period at no additional cost.
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SECTION III

GENERAL CONDITIONS

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

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

- a. Has not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or

local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- b. Is not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (a) of this certification; and
 - c. Has not within a three-year period preceding this proposal had one or more public (Federal, State, or local) transactions or contracts terminated for cause or default.
6. This Professional Services Agreement represents the entire and integrated agreement between the Government and the Contractor and supersedes all prior negotiations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Contractor and the Government.
7. This Agreement shall be governed by the laws of the Commonwealth of Kentucky.

[INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW]

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


LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: 
Linda Gorton, Mayor

ATTEST:

Clerk of the Urban County Council

CONTRACTOR

BY: 
Bethanie Logdon

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT, made and entered into on the 1st day of January, 2025, by and between the Lexington-Fayette Urban County Government, an urban county government of the Commonwealth of Kentucky pursuant to KRS Chapter 67A, and located at 200 East Main Street, Lexington, Fayette County, Kentucky 40507 (hereinafter referred to as "Government") and Megan Magsam 761 E. Lexington St., Harrodsburg, KY 40330 (hereinafter referred to as "Contractor")

WITNESSETH

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

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

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

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

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

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SECTION II

OBLIGATIONS OF CONTRACTOR

1. Contractor agrees to provide his or her "on-call" availability weekly and to otherwise consult with the Government's Sexual Assault Nurse Examiner Manager to establish the Contractor's on-call periods based on the Contractor's availability and the Government's needs.
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5. Contractor agrees to cooperate with the Government's Division of Police, all other law enforcement agencies utilizing the services, all county attorneys, all Commonwealth Attorneys, the Bluegrass Rape Crisis Center, and employees of the Saint Joseph Health System. Contractor shall not be paid for time spent in meetings with police and prosecutors.
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SECTION III

GENERAL CONDITIONS

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5. The Contractor certifies, in accordance with Executive Order 12549 (Debarment and Suspension February 18, 1986) that to the best of her knowledge and belief, that she:

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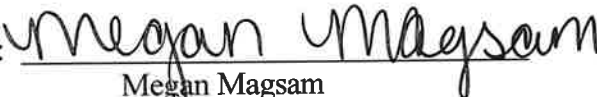
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: 
Linda Gorton, Mayor

ATTEST:

Clerk of the Urban County Council

CONTRACTOR

BY: 
Megan Magsam

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT, made and entered into on the 1st day of January, 2025, by and between the Lexington-Fayette Urban County Government, an urban county government of the Commonwealth of Kentucky pursuant to KRS Chapter 67A, and located at 200 East Main Street, Lexington, Fayette County, Kentucky 40507 (hereinafter referred to as "Government") and Eva Harrison, 2205 Poke Berry Park, Lexington, KY 40509 (hereinafter referred to as "Contractor")

WITNESSETH

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

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

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

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

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

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SECTION II

OBLIGATIONS OF CONTRACTOR

1. Contractor agrees to provide his or her "on-call" availability weekly and to otherwise consult with the Government's Sexual Assault Nurse Examiner Manager to establish the Contractor's on-call periods based on the Contractor's availability and the Government's needs.
2. The Government's Sexual Assault Nurse Examiner Manager shall assist in the Contractor's performance of forensic examinations until the parties have determined the Contractor has established sufficient competency.
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5. Contractor agrees to cooperate with the Government's Division of Police, all other law enforcement agencies utilizing the services, all county attorneys, all Commonwealth Attorneys, the Bluegrass Rape Crisis Center, and employees of the Saint Joseph Health System. Contractor shall not be paid for time spent in meetings with police and prosecutors.
6. Contractor agrees to maintain medical liability insurance, throughout the term of the Agreement, in the principal amount of not less than One Million (\$1,000,000) Dollars per occurrence and Four Million (\$4,000,000) Dollars aggregate, per policy year, for any act or omission in the furnishing of professional medical services. Said policy of insurance shall name the Lexington-Fayette Urban County Government and Saint Joseph Health System as 'additional insureds' thereunder. Contractor shall negotiate and contract with an insurance company for this coverage and deliver proof of insurance to the Government. If this Agreement is terminated before the expiration of the prepaid period by either party for any reason, insurance shall be cancelled with pro rata amount being refunded to the Government.
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11. Contractor agrees to comply with the Government's Blood Borne Pathogen Occupational Exposure Policies. Contractor acknowledges that she will be fully responsible for any medical care or expenses related to an occupational exposure.

SECTION III

GENERAL CONDITIONS

1. This Agreement shall be effective from January 1, 2025, through December 31, 2025.
2. This Agreement may be terminated by either party for any reason upon thirty (30) days written notice to the other party. In the event of termination, the Contractor shall be paid in full for all services performed to the date of such termination in accordance with Section I, Paragraph 1 and Paragraph 2.
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5. The Contractor certifies, in accordance with Executive Order 12549 (Debarment and Suspension February 18, 1986) that to the best of her knowledge and belief, that she:

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: 
Linda Gorton, Mayor

ATTEST:

Clerk of the Urban County Council

CONTRACTOR
BY: 
Eva Harrison

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT, made and entered into on the 1st day of January, 2025, by and between the Lexington-Fayette Urban County Government, an urban county government of the Commonwealth of Kentucky pursuant to KRS Chapter 67A, and located at 200 East Main Street, Lexington, Fayette County, Kentucky 40507 (hereinafter referred to as "Government") and Marinda Beasley 1237 Spring Run Road Lexington, KY 40514 (hereinafter referred to as "Contractor")

WITNESSETH

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

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

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LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: 
Linda Gorton, Mayor

ATTEST:

Clerk of the Urban County Council

CONTRACTOR

BY: 
Marinda Beasley

PROFESSIONAL SERVICES AGREEMENT

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LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: 
Linda Gorton, Mayor

ATTEST:


Clerk of the Urban County Council

CONTRACTOR

BY: 
Kayla Keeping

PROFESSIONAL SERVICES AGREEMENT

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

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

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

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

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

SECTION I

OBLIGATIONS OF GOVERNMENT

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

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

SECTION II

OBLIGATIONS OF CONTRACTOR

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

licensure shall be at the expense of the Contractor. Evidence of license and memberships shall be provided to the Government.

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

SECTION III

GENERAL CONDITIONS

1. This Agreement shall be effective from January 1, 2025, through December 31, 2025.
2. This Agreement may be terminated by either party for any reason upon thirty (30) days written notice to the other party. In the event of termination, the Contractor shall be paid in full for all services performed to the date of such termination in accordance with Section I, Paragraph 1 and Paragraph 2.
3. The Government acknowledges and agrees that this professional services agreement shall not in any way interfere with or prevent the engagement of the Contractor in other employment, presently or otherwise. Such other employment is not to interfere with the performance of duties under this Professional Services Agreement.
4. The Contractor acknowledges that she is an independent contractor under this agreement and not any employee of the Government for any purpose.
5. The Contractor certifies, in accordance with Executive Order 12549 (Debarment and Suspension February 18, 1986) that to the best of her knowledge and belief, that she:

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

- a. Has not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or

local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- b. Is not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (a) of this certification; and
 - c. Has not within a three-year period preceding this proposal had one or more public (Federal, State, or local) transactions or contracts terminated for cause or default.
6. This Professional Services Agreement represents the entire and integrated agreement between the Government and the Contractor and supersedes all prior negotiations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Contractor and the Government.
7. This Agreement shall be governed by the laws of the Commonwealth of Kentucky.

[INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW]

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: 
Linda Gorton, Mayor

ATTEST:

Clerk of the Urban County Council

CONTRACTOR

BY: 
Angela Wallace

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT, made and entered into on the 1st day of January, 2025, by and between the Lexington-Fayette Urban County Government, an urban county government of the Commonwealth of Kentucky pursuant to KRS Chapter 67A, and located at 200 East Main Street, Lexington, Fayette County, Kentucky 40507 (hereinafter referred to as "Government") and Kristin Beers 774 Sherwood Drive, Lexington KY 40502 (hereinafter referred to as "Contractor")

WITNESSETH

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

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

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

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

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

SECTION I

OBLIGATIONS OF GOVERNMENT

1. Government agrees to pay Contractor \$72.00 for each scheduled "on-call" period. An "on-call period" is defined as any period agreed to by both the Contractor and the Government in which the Contractor may be called to perform a forensic examination. Payment shall be made within 30 days of invoice.
2. Government agrees to pay Contractor at the rate of \$250.00, for each completed forensic examination. Payment shall be made within 30 days of invoice.
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SECTION II

OBLIGATIONS OF CONTRACTOR

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

licensure shall be at the expense of the Contractor. Evidence of license and memberships shall be provided to the Government.

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

SECTION III

GENERAL CONDITIONS

1. This Agreement shall be effective from January 1, 2025, through December 31, 2025.
2. This Agreement may be terminated by either party for any reason upon thirty (30) days written notice to the other party. In the event of termination, the Contractor shall be paid in full for all services performed to the date of such termination in accordance with Section I, Paragraph 1 and Paragraph 2.
3. The Government acknowledges and agrees that this professional services agreement shall not in any way interfere with or prevent the engagement of the Contractor in other employment, presently or otherwise. Such other employment is not to interfere with the performance of duties under this Professional Services Agreement.
4. The Contractor acknowledges that she is an independent contractor under this agreement and not any employee of the Government for any purpose.
5. The Contractor certifies, in accordance with Executive Order 12549 (Debarment and Suspension February 18, 1986) that to the best of her knowledge and belief, that she:

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

- a. Has not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or

local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- b. Is not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (a) of this certification; and
 - c. Has not within a three-year period preceding this proposal had one or more public (Federal, State, or local) transactions or contracts terminated for cause or default.
6. This Professional Services Agreement represents the entire and integrated agreement between the Government and the Contractor and supersedes all prior negotiations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Contractor and the Government.
7. This Agreement shall be governed by the laws of the Commonwealth of Kentucky.

[INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW]

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

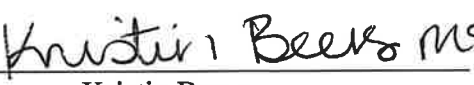


LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: 
Linda Gorton, Mayor

ATTEST:


Clerk of the Urban County Council

CONTRACTOR

BY:  
Kristin Beers




Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 0159-25

File ID: 0159-25

Type: Resolution

Status: Approved

Version: 1

Contract #: 061-2025

In Control: Urban County
Council

File Created: 02/05/2025

File Name: Lexington Farmers Market MOA

Final Action: 03/06/2025

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Memorandum of Agreement, with the Farm and Garden Market Cooperative Association, Inc., d/b/a Lexington Farmers' Market to operate a farmers' market at the Henry A. Tandy Centennial Park - 5/3 Bank Pavilion Area and certain adjoining public property, at no cost to the Urban County Government. [Div. of Parks and Recreation, Conrad]

Notes: in office 2.24.25 AA

SAF in the CCO. Returned to Roger Daman 3/21/2025. MS

Sponsors:

Enactment Date: 03/06/2025

Attachments: Bluesheet memo - Farmers Market MOA - 2-6-25
Signed, Resolution 0159-25 - Farm and Garden
Market Cooperative Assoc. 4910-1334-4794 v.1.doc,
R-082-2025, Contract #061-2025

Enactment Number: R-082-2025

Deed #:

Hearing Date:

Drafter: Roger Daman

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	02/18/2025	Approved and Referred to Docket	Urban County Council	02/20/2025		Pass
1	Urban County Council	02/20/2025	Received First Reading	Urban County Council	03/06/2025		
1	Urban County Council	03/06/2025	Removed from the Table				Fail
1	Urban County Council	03/06/2025	Approved				Pass

Text of Legislative File 0159-25

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute

a Memorandum of Agreement, with the Farm and Garden Market Cooperative Association, Inc., d/b/a Lexington Farmers' Market to operate a farmers' market at the Henry A. Tandy Centennial Park - 5/3 Bank Pavilion Area and certain adjoining public property, at no cost to the Urban County Government. [Div. of Parks and Recreation, Conrad]

Summary

Authorization to execute a Memorandum of Agreement, with the Farm and Garden Market Cooperative Association, Inc., d/b/a Lexington Farmers' Market to operate a year-round farmers' market at Henry A. Tandy Centennial Park - Fifth-Third Bank Pavilion area, at no cost to the Urban County Government. (L0159-25) (Conrad/Ford)

Budgetary Implications [select]: No

Advance Document Review:

Law: Yes, Completed by Gabriel Thatcher, 2/3/2025

Risk Management: No

Fully Budgeted [select]: N/A

Account Number:

This Fiscal Year Impact:

Annual Impact: N/A

Project:

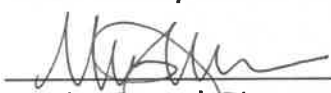
Activity:

Budget Reference:

Current Balance:



TO: Linda Gorton, Mayor
Sally Hamilton, CAO
Urban County Council Members

FROM: 
Monica Conrad, Director of Parks and Recreation

DATE: February 6th, 2025

SUBJECT: Memorandum of Agreement with Farm and Garden Market Cooperative Association, Inc.,
dba Lexington Farmers' Market

Request:

This is a request for Council approval to enter into a Memorandum of Agreement with Farm and Garden Market Cooperative Association, Inc, dba Lexington Farmers' Market for the use of Henry A. Tandy Centennial Park - Fifth-Third Bank Pavilion and certain adjoining public property to operate a farmers' market for the sale of agricultural products and other related items.

Purpose:

The initial term of this agreement shall be for a period of two (2) years, commencing January 1, 2025, and is subject to automatic renewal for up to two (2) additional terms of one (1) year each. The MOA allows for year-round use of the pavilion along with certain adjoining public property. Either party may terminate the agreement with written notification as specified in the agreement.

Budgetary Implication:

None

Are the funds budgeted?

N/A

File Number: 0159-25

Director/Commissioner: Monica Conrad/Chris Ford



RESOLUTION NO. ____-2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A MEMORANDUM OF AGREEMENT, WITH THE FARM AND GARDEN MARKET COOPERATIVE ASSOCIATION, INC., D/B/A LEXINGTON FARMERS' MARKET TO OPERATE A FARMERS' MARKET AT THE HENRY A. TANDY CENTENNIAL PARK – 5/3 BANK PAVILION AREA AND CERTAIN ADJOINING PUBLIC PROPERTY, AT NO COST TO THE URBAN COUNTY GOVERNMENT.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute a Memorandum of Agreement, which is attached hereto and incorporated herein by reference, with the Farm And Garden Market Cooperative Association, Inc., d/b/a Lexington Farmers' Market to operate a farmers' market at the Henry A. Tandy Centennial Park – 5/3 Bank Pavilion area and certain adjoining public property, at no cost to the Urban County Government.

Section 2 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
0159-25_GET_:4910-1334-4794, v. 1

RESOLUTION NO. 082-2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A MEMORANDUM OF AGREEMENT, WITH THE FARM AND GARDEN MARKET COOPERATIVE ASSOCIATION, INC., D/B/A LEXINGTON FARMERS' MARKET TO OPERATE A FARMERS' MARKET AT THE HENRY A. TANDY CENTENNIAL PARK – 5/3 BANK PAVILION AREA AND CERTAIN ADJOINING PUBLIC PROPERTY, AT NO COST TO THE URBAN COUNTY GOVERNMENT.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute a Memorandum of Agreement, which is attached hereto and incorporated herein by reference, with the Farm And Garden Market Cooperative Association, Inc., d/b/a Lexington Farmers' Market to operate a farmers' market at the Henry A. Tandy Centennial Park – 5/3 Bank Pavilion area and certain adjoining public property, at no cost to the Urban County Government.

Section 2 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: March 6, 2025



MAYOR

ATTEST:



CLERK OF URBAN COUNTY COUNCIL

0159-25_GET_.4910-1334-4794, v. 1

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT, made and entered into on the 21 of March, 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 FARM AND GARDEN MARKET COOPERATIVE ASSOCIATION, INC., DBA LEXINGTON FARMERS' MARKET, a Kentucky corporation (hereinafter "Organization") with a mailing address of P. O. Box 553, Lexington, Kentucky 40588-0553.

WITNSSETH:

WHEREAS, the Government recognizes the need to promote marketing of Kentucky products in order to support agricultural businesses within the Commonwealth and the public purpose which would be fulfilled by making public space and limited in-kind services available to the Organization at no cost; and

WHEREAS, the Government is willing to permit the use of the Henry A. Tandy Park and Fifth-Third Bank Pavilion to the Organization to operate a farmers' market for the sale of agricultural products and other related items.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt, mutuality, and sufficiency of which is hereby acknowledged by the parties hereto, agree as follows:

1. This Agreement shall be for an initial term of two (2) years commencing January 1, 2025, and is subject to automatic renewal for up to two (2) additional terms of one (1) year each, unless either party provides written notice to the other of its intent to cancel this Agreement at least sixty (60) days prior to expiration of the term. LFUCG may terminate this Agreement at any time and for any reason by providing Organization at least sixty (60) days advanced written notice. Either party may terminate this Agreement for cause by providing the other party with written notice after providing at least thirty (30) days to cure. All rights and obligations incurred by either party shall survive such termination. The Director of Parks and Recreation, or his/her designee, shall be the responsible party tasked with administering this agreement on behalf of the Lexington-Fayette Urban County Government.

A. Organization shall provide a 30 advanced written notice to the Director of Parks and Recreation to temporarily move operations off site and a 30-day notice to move operations back to Henry A. Tandy Park and Fifth-Third Pavilion. All other clauses in this agreement except for 3.G. will remain in effect for the duration of the yearly agreement.

2. The Organization agrees to provide the following services:

A. Manage and administer a Farmers' Market to be located in Henry A. Tandy Park and Fifth-Third Bank Pavilion as generally further provided below or as otherwise agreed to by the parties in writing or in accordance with the terms of this agreement in order to provide marketing opportunities for Kentucky farmers and producers (hereinafter the "Farmers' Market"). This shall include the issuance of seasonal or other permits to use the Farmers' Market which shall vest in the permittee the privilege of entering on the premises and making use of the property for the purposes and period of time provided in the permit. Such permitting shall take into consideration appropriate space requirements and will be done in accordance with its policies set forth in the Organization's Bylaws, Producer Membership Agreement, and Rules and Regulations.

B. The Farmer's Market will primarily be located in Henry A. Tandy Park and Fifth-Third Bank Pavilion, including the public rights-of-way of West Short Street from North Mill Street to North Upper Street and of Market Street from West Short Street to Church Street and the sidewalk and parking spaces from Short Street to Main Street. Any additional public space necessary for the Artists' Market shall be agreed to by the parties. The standard footprint of the Farmers' Market is attached as Exhibit "A" to this agreement and is incorporated herein by reference.

C. Operate and administer the Farmers' Market in such a way as to provide opportunity to farmers/producers in a manner which is open and available to all qualified participants, as further defined by Organization's membership rules, and by others directly associated with the promotion of Kentucky products, Kentucky producers, or the health benefits of Kentucky agricultural products. Selection of participants shall be made without regard to participation in any other farmers' market or similar operation.

D. Ensure that all products are being sold or offered for sale only by Kentucky qualified participants or by members of their immediate family or by their representatives or agents. Notwithstanding the above, the Organization may allow up to five (5) non-qualified participants on any market day.

E. Ensure that any purchased products offered for resale were either purchased from another grower, from an auction house within Kentucky offering products for sale from other growers, or from a wholesale terminal market operating under the U.S. Department of Agriculture, and that each such product offered for sale is labeled to indicate the source of the produce and the state of origin of produce grown out of state.

F. If requested by the Government, the Organization shall operate and administer the Artists' Market. The location, times of operation, and guidelines for participation will be further agreed to be the parties.

G. Submit an annual report each year to the Mayor and Urban County Council by January 1st, which report shall contain a summary of its activities with respect to the Farmers' Market for the preceding year, including but not limited to participation, revenues, marketing efforts, and administration. The Organization will provide additional information or presentations upon the request of the Government.

H. Comply with all federal, state and local tax requirements and provide copies of relevant documents to the Government upon request.

I. Comply with any and all federal, state and local safety and environmental laws, regulations and ordinances, especially all requirements of the Lexington-Fayette County Board of Health, and with all safety and loss control rules, regulations and policies of the Government and permit the Government to review, audit, and inspect any and all of its records and operations to ensure compliance with the provisions of this Agreement. Organization shall keep and make available to Government any records related to this Agreement such as are necessary to support its performance.

3. The Government agrees to the following:

A. The Organization is authorized to impose, collect and retain a reasonable fee for each permit issued for participation in the Farmers' Market.

B. The Organization has the exclusive right to manage, administer, and regulate the use of the Farmers' Market, including posting reasonable signs within the public right-of-way to publicize it, each Saturday from 5:00 a.m. to 3:00 p.m. except during any 4th of July or other Government-sponsored event which falls on a Saturday. The Office of the Director of Parks and Recreation shall provide at least thirty (30) days advance written notice of such Government-sponsored events when such events are known in advance by the Lexington-Fayette Urban County Government.

C. The Government shall allow the Farmers' Market to use the above-defined footprint for one (1) additional Special Event per calendar year, as further agreed to by the parties. The Government agrees to waive any normal fees related to the use of the area for said event and will provide the normal in-kind services for such an event as further described herein.

D. The Government will provide refuse and recycling pickup services for refuse, trash, or debris produced in the course of the operation of the Farmers' Market.

E. The Government will provide access to electrical service during the operation of the Farmers' Market.

F. The Government and/or its agencies will provide reasonable enforcement actions to ensure compliance with any parking space restrictions, including bagging meters to prohibit parking, issuing citations and/or towing illegally parked vehicles.

G. The Government will provide access to portable toilets during the operation of the Farmers' Market. The fee for access to two portable toilets is \$135 per month. The Government has discretion to increase this fee based on increase in contract price for such services at any time.

4. The Government may designate such persons as may be necessary to monitor and evaluate the services rendered by the Organization pursuant to this Agreement. The Government, its agents and employees, shall, at all times, have unrestricted access to all places where or in which the services

required hereunder are being carried on and conducted. Inspection and monitoring of the work by these authorities shall in no manner be presumed to relieve in any degree the responsibility or obligations of Organization, or to constitute Organization an agent of the Government.

5. 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.

6. The Organization agrees that all personal property of the Lexington Farmers' Market, its agents, employees, visitors, licensees, contractors or suppliers, in and on said Premises, shall be and remain at their sole risk, and that the Government shall not be liable to them for any damage to, or loss of, such personal property arising from theft or from any act of negligence of any other persons, or resulting from fire, explosion, falling plaster, rain or snow, or from the leaking of the roof, or from the bursting, leaking or overflowing of water, sewer or steam pipes, or from heating or plumbing fixtures or from electrical wires or fixtures, or from any other cause whatsoever. The Government shall not be liable to Lexington Farmers' Market for the interruption of Lexington Farmers' Market business or activities in any way, by reason of fire or other casualty, regardless of fault.

7. The Lexington Farmers' Market agrees that it shall indemnify, defend and save the Government, its agents, volunteers, employees, and elected or appointed officials harmless from any and all claims, demands, damages, actions, costs and charges to which the Government may be subject or which the Government may have to pay by reason of any injury to any person or property, or loss of life or property resulting from or in any way connected with, the character, condition, or use of the premises or any means of ingress thereto or egress therefrom covered by the Agreement unless such injury or loss arises solely from the negligence of the Government. The Lexington Farmers' Market shall at its own expense, assume the defense of such claims and actions for those damages arising out of such injuries or losses which may be brought against the Government by third parties and shall pay any such judgments that may be rendered in any such actions. All insurance policies shall be broad form in nature and shall be written through a company with an A. M. Best Rating of "A-" or better, admitted to do business in Kentucky, and the contract should be non-cancelable without at least thirty (30) days advance written notice by registered mail to the Government from the insurance company.

8. The Organization agrees to provide equal opportunity in employment for all qualified persons, shall prohibit discrimination in employment because of race, color, creed, national origin, sex or age, shall promote equal employment and shall cause each of its sub-contractors to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

9. The Organization agrees to maintain and adopt a written sexual harassment policy, which contains a statement of current law; a list of prohibited behaviors; a complaint process; and a procedure which provides for confidential investigation of all complaints. The policy shall be made available to all employees and clients and shall be posted at Organization's primary place of business.

10. Neither party may assign any of its rights and duties under this Agreement without the prior written consent of the other party.

11. This Agreement does not create a contractual relationship with or right of action in favor of a third party against either the Government or the Organization.

12. If any term or provision of this Agreement shall be found to be illegal or unenforceable, the remainder of the agreement shall remain in full force and such term or provision shall be deemed stricken.

13. This Agreement shall be governed in all respects by the laws of the Commonwealth of Kentucky and venue for all actions shall lie in Fayette County, Kentucky.

14. 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.

15. 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 of this Agreement.

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

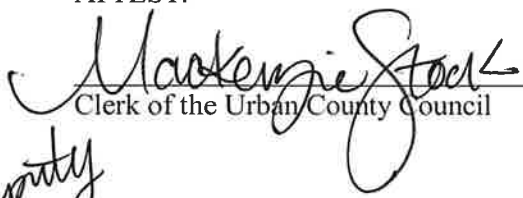
LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT

BY:



Mayor Linda Gorton

ATTEST:



Clerk of the Urban County Council
Deputy


FARM AND GARDEN MARKET
COOPERATIVE ASSOCIATION, INC., DBA
LEXINGTON FARMERS' MARKET

BY:

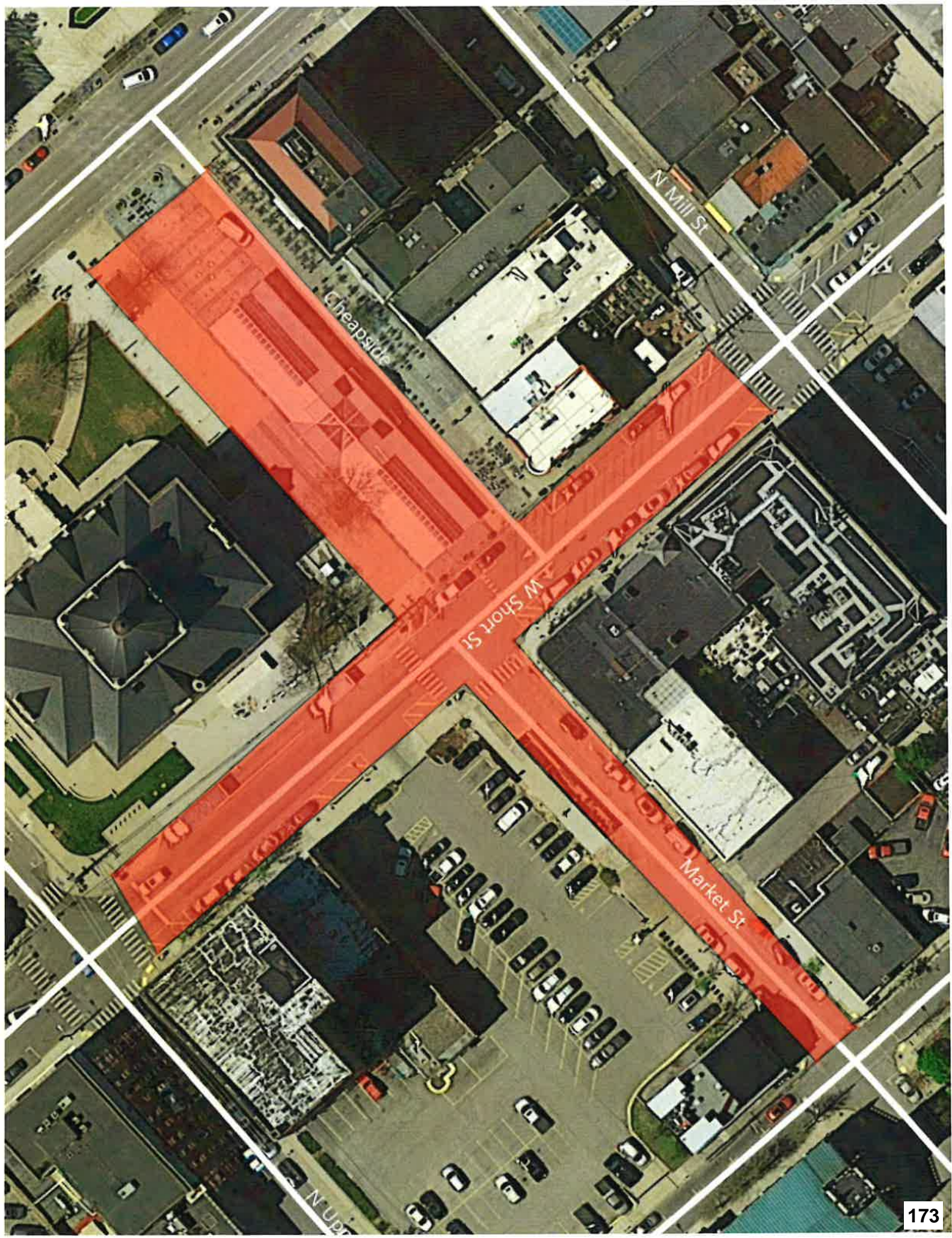
ITS:

ATTEST:





2/12/25 (Market Manager)





Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 0163-25

File ID: 0163-25

Type: Resolution

Status: Approved

Version: 1

Contract #: 081-2025

In Control: Urban County
Council

File Created: 02/06/2025

File Name: Cumulus 2025 Spring and Fall Golf Card Agreement

Final Action: 03/06/2025

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a one-year Agreement with Cumulus Radio Lexington, Ky, to provide rounds of golf at golf courses owned by the Urban County Government at no charge in exchange for radio advertising for the golf courses, from the date of execution through October 31, 2025. [Div. of Parks and Recreation, Conrad]

Notes: SAF in the CCO. Returned to Roger Daman 3/28/2025. MS

Sponsors:

Enactment Date: 03/06/2025

Attachments: Cumulus 2025 Spring and Fall Golf Card Blue Sheet, Reso0163-25 - Agreement with Cumulus Radio and LFUCG Golf Courses 4899-9904-4378 v.1.docx, R-083-2025, Contract #081-2025

Enactment Number: R-083-2025

Deed #:

Hearing Date:

Drafter: Roger Daman

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	02/18/2025	Approved and Referred to Docket	Urban County Council	02/20/2025		Pass
1	Urban County Council	02/20/2025	Received First Reading	Urban County Council	03/06/2025		
1	Urban County Council	03/06/2025	Approved				Pass

Text of Legislative File 0163-25

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a one-year Agreement with Cumulus Radio Lexington, Ky, to provide rounds of golf at golf courses owned by the Urban County Government at no charge in exchange for radio advertising for the golf courses, from the date of execution through October 31, 2025. [Div. of Parks and Recreation, Conrad]

Summary

Authorization to execute an Agreement with Cumulus Radio Lexington, KY for one-year of radio advertising for LFUCG golf courses at no charge, in exchange for providing rounds of golf, from the date of execution through October 31st, 2025. No Budgetary impact.
(L0163-25)(Conrad/Ford)

Budgetary Implications [select]: No

Advance Document Review:

Law: Yes, Completed by Gabriel Thatcher, 2/6/2025

Risk Management: No

Fully Budgeted [select]: N/A

Account Number:

This Fiscal Year Impact:

Annual Impact: N/A

Project:

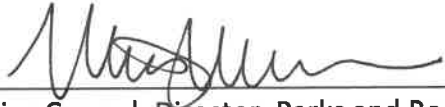
Activity:

Budget Reference:

Current Balance:



TO: Mayor Linda Gorton
Honorable Members, Urban County Council

FROM: 
Monica Conrad, Director, Parks and Recreation

DATE: February 6th, 2025

SUBJECT: Cumulus 2025 Spring and Fall Golf Card Agreement

Request:

Request Council Authorization for the Mayor to execute an agreement with Cumulus Radio Lexington, KY for a one-year agreement of radio advertising for Lexington Fayette Urban County Government golf courses at no charge, in exchange for providing rounds of golf, from the date of execution through October 31st, 2025.

Purpose:

This agreement with Cumulus Radio provides an equivalent trade for radio advertising and golf course rounds at Lexington Fayette Urban County Government Golf Courses. Cumulus Radio's audience of 200,000 weekly listeners provides broad advertising exposure, increased foot traffic and sales and improves LFUCG, Lex Play Golf, golf course brand recognition.

Budgetary Implication:

\$0.00 for FY25 budget year

Are the funds budgeted?

N/A

File Number: 0163-25

Director/Commissioner: Monica Conrad/Chris Ford



RESOLUTION NO. _____ - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A ONE-YEAR AGREEMENT WITH CUMULUS RADIO LEXINGTON, KY, TO PROVIDE ROUNDS OF GOLF AT GOLF COURSES OWNED BY THE URBAN COUNTY GOVERNMENT AT NO CHARGE IN EXCHANGE FOR RADIO ADVERTISING FOR THE GOLF COURSES, FROM THE DATE OF EXECUTION THROUGH OCTOBER 31, 2025.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute the Agreement, which is attached hereto and incorporated herein by reference, with Cumulus Radio Lexington, Kentucky, to provide rounds of golf at golf courses owned by the Lexington-Fayette Urban County Government, at no charge in exchange for radio advertising for the golf courses, from the date of execution until October 31, 2025.

Section 2 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
0163-25_GET_4899-9904-4378, v. 1

RESOLUTION NO. 083 - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A ONE-YEAR AGREEMENT WITH CUMULUS RADIO LEXINGTON, KY, TO PROVIDE ROUNDS OF GOLF AT GOLF COURSES OWNED BY THE URBAN COUNTY GOVERNMENT AT NO CHARGE IN EXCHANGE FOR RADIO ADVERTISING FOR THE GOLF COURSES, FROM THE DATE OF EXECUTION THROUGH OCTOBER 31, 2025.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute the Agreement, which is attached hereto and incorporated herein by reference, with Cumulus Radio Lexington, Kentucky, to provide rounds of golf at golf courses owned by the Lexington-Fayette Urban County Government, at no charge in exchange for radio advertising for the golf courses, from the date of execution until October 31, 2025.

Section 2 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: March 6, 2025



MAYOR

ATTEST:



CLERK OF URBAN COUNTY COUNCIL

0163-25_GET_4899-9904-4378, v. 1



200,000+ Weekly Listeners

- *66% of Cumulus Listeners play golf
- *More than 20,200 Cumulus Listeners play weekly
- *Cumulus Listeners are 24% more likely than other stations' Listeners to play golf

Source: Nielsen Fall 2022 Ratings Book

2025 Spring Golf Card





Listener Rewards Program

Program Concept:

Cumulus Lexington radio stations promote the opportunity for listeners to purchase a golf card – valid for 18 holes of golf at several courses. The Cumulus Golf Cards are sold to listeners online starting **Friday, April 4th** on a first come – first served basis. Purchased Cumulus Golf Cards are then redeemed at your business by consumers who often bring friends and/or purchase additional merchandise.



Cumulus Lexington Provides:

- A Three-week promotional schedule to promote your business and the Cumulus Golf Card offer
- Online store front, including a link to your website and a map of your business' location
- Order processing, Cumulus Golf Card printing and delivery of certificates to consumers

You Provide:

Your business honors 250 single rounds of **18 hole golf with cart rental** upon presentation of the Cumulus Golf Card by customers

Lexington's Premiere Golf Program

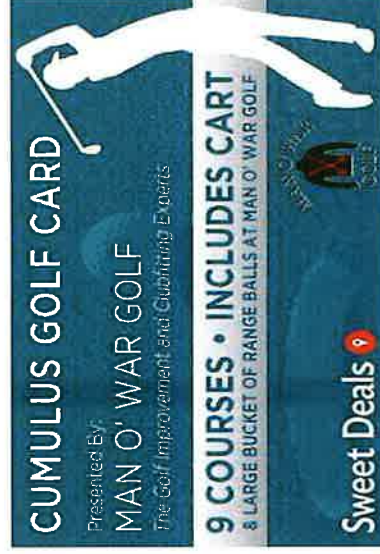


Promotional Value

Golf cards go on sale Friday, April 4th at 8:40am and will be available for purchase online – accessible through all of Cumulus Lexington's station websites.

For your participation in the Cumulus Golf Card program, your business will receive:

- Minimum of (300) :60 second pre-recorded promos to run March 14th – April 4th (3 courses are included per promo)
- Inclusion in LIVE mentions as available running March 14th – April 4th
- A LIVE interview with one of our station's hosts promoting your business' participation with Golf Card on WVLK-AM (News Talk 590) and WXZZ (ZRock)
- Business logo featured on the online Cumulus Golf Card storefront
- Link to your business' website with other Cumulus Golf Card participants



Lexington's Premiere Golf Program





Golf Card Guidelines:

- ✓ Golf Card will be produced for you at no cost
- ✓ Golf Card will be valid now till March 31, 2026.
- ✓ No restriction on play except "tee times required in advance"
- ✓ Golf Cards are not to be used as cash towards purchase
- ✓ Golf Card good for green fees and cart only
- ✓ Round of golf defined as 18 holes of golf with cart
- ✓ Golf Card becomes property of the Cumulus Media
Scott Frazier GM 1/21/25
Cumulus media

Information:

- ✓ Course Name: Tates Creek, Lakeside, Picadome
- ✓ Course Address: Kearney Hills, Meadowbrook
- ✓ Course Website: _____
- ✓ Course Phone: _____
- ✓ Course Round & Cart Price: _____

Each Course Will Provide:

- ✓ Commitment to honor and redeem 250 Golf Cards
- ✓ Complete *this form*
- ✓ Digital copy of logo and description of each course for our website

Cumulus Lexington Provides:

- ✓ Minimum of 300 (:60) pre-recorded promos to run 3/14 thru 4/4.
3 courses are included per promo
- ✓ LIVE mentions as available promos to run 3/14 thru 4/4.
- ✓ Golf Card Promotion on each radio station website links to your golf course website.
- ✓ Run a \$10,000 radio on-air schedule advertising the 5 city golf courses.

Golf Course Agreement to Participate to Terms above:

- ✓ Client Name: Mayer Linda Gorton
- ✓ Client Signature: *Linda Gorton*
- ✓ Date: 3/28/2025



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 0164-25

File ID: 0164-25

Type: Resolution

Status: Approved

Version: 1

Contract #: 044-2025

In Control: Urban County
Council

File Created: 02/07/2025

File Name: Right of Entry US Army Corp of Engineers to Haley
Pike Landfill

Final Action: 03/06/2025

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a temporary Right of Entry with the United States Army Corps of Engineers (USACE), authorizing entry upon LFUCG property located at the Haley Pike Landfill, 4172 and 4253 Hedger Lane, to perform Dye Tracer Studies. [Div. of Environmental Services, Carey]

Notes: In office 2/20/2025. MS

Taken down to the Mayor's office 3/10/2025. MS

SAF in the CCO. Copy returned to Sarah Donaldson 3/20/2025. MS

Sponsors:

Enactment Date: 03/06/2025

Attachments: bluesheet memo USACE ROE Agreement for Access to HPLF, 25-237 ROE LFUCG w Certificate of Authority and Map, RESO 0164-25 Right of Entry for Dye Tracer Studies 4907-6811-6507 v.1.docx, R-084-2025, Contract #044-2025, Contract #044-2025 (2)

Enactment Number: R-084-2025

Deed #:

Hearing Date:

Drafter: Sandra Burke

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	02/18/2025	Approved and Referred to Docket	Urban County Council	02/20/2025		Pass
1	Urban County Council	02/20/2025	Received First Reading	Urban County Council	03/06/2025		
1	Urban County Council	03/06/2025	Approved				Pass

Text of Legislative File 0164-25

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute

a temporary Right of Entry with the United States Army Corps of Engineers (USACE), authorizing entry upon LFUCG property located at the Haley Pike Landfill, 4172 and 4253 Hedger Lane, to perform Dye Tracer Studies. [Div. of Environmental Services, Carey]

Summary

Authorization to sign a *Right-Of-Entry for Survey and Exploration* (ROE No. DACA27-9-25-237) from the US Army Corps of Engineers (USACE) for the Haley Pike Landfill, for a period of 24 months to perform Dye Tracer Studies as part of an ongoing groundwater contamination investigation at the Lexington Bluegrass Army Depot, at no cost to LFUCG. (L0164-25)(Carey/Albright)

Budgetary Implications: NO

Advance Document Review:

Law: Yes, Completed by Chris Eller, February 4, 2025

Fully Budgeted [select]: N/A

Account Number:

This Fiscal Year Impact: \$

Annual Impact: \$

Project:


Activity:

Budget Reference:

Current Balance:



TO: Mayor Linda Gorton
Urban County Council

FROM: 
Jennifer M. Carey, P.E., Director
Division of Environmental Services

DATE: February 4, 2025

SUBJECT: Right of Entry Agreement with the US Army Corps of Engineers for Access to the Haley Pike Landfill

Request

The purpose of this memorandum is to request Council authorization for the Mayor to accept and sign a *Right-Of-Entry for Survey and Exploration* (ROE No. DACA27-9-25-237) from the US Army Corps of Engineers (USACE) for the Haley Pike Landfill.

Why are you requesting?

The USACE has requested access to the Haley Pike Landfill property for a period of 24 months in order to perform Dye Tracer Studies as part of an ongoing groundwater contamination investigation at the Lexington Bluegrass Army Depot. The investigation will involve collecting water samples from hydrogeologic features (springs, seeps, streams, etc.) and placing inert carbon packets for the study.

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

N/A

Are the funds budgeted?

N/A

File Number: 0164-25

Director / Commissioner: Carey / Albright



DEPARTMENT OF THE ARMY

RIGHT-OF-ENTRY FOR SURVEY AND EXPLORATION

Lexington Bluegrass Army Depot

94024050

Project, Installation or Activity

Tract No. or Other Property Identification

The undersigned, hereinafter called the "Owner", hereby grants to the UNITED STATES OF AMERICA, hereinafter called the "Government," a right-of-entry upon the following terms and conditions:

1. The Owner hereby grants to the Government an irrevocable right to enter upon the lands hereinafter described at any time within a period of twenty-four (24) months from the date of this instrument, in order to collect water samples from hydrogeologic features (springs, seeps, streams, etc.) and place inert carbon packets for a Dye Tracer Study.

2. The right-of-entry includes the right of ingress and egress on other lands of the Owner not described below, provided such ingress and egress is necessary and not otherwise conveniently available to the Government.

3. All tools, equipment, and other property taken upon or placed upon the land by the Government shall remain the property of the Government and may be removed by the Government at any time within a reasonable period after the expiration of this right-of-entry.

4. If any action of the Government's employees or agents in the exercise of this right-of-entry results in damage to the real property, the Government will, in its sole discretion, either repair such damage or make an appropriate settlement with the Property Owner. In no event shall such repair or settlement exceed the fair market value of the fee title to the real property at the time immediately preceding such damage. The Government's liability under this clause is subject to the availability of appropriations for such payment, and nothing contained in this agreement may be considered as implying that Congress will at a later date appropriate funds sufficient to meet any deficiencies. The provisions of this clause are without prejudice to any rights the Property Owner may have to make a claim under applicable laws for any damages other than provided for herein.

5. The land affected by this right-of-entry is located in the State of Kentucky, County of Fayette, and is shown on **Exhibit A** (map).

WITNESS MY HAND AND SEAL this _____ day of _____, 20____.

LANDOWNER NAME(S)

[Signature]

Lexington- Fayette Urban County Government
[Print Name]

UNITED STATES OF AMERICA

Nancy L. Davis
Deputy Chief, Real Estate Division

LEASE NO. DACA27-9-25-237
LEXINGTON-BLUE GRASS ARMY DEPOT

CERTIFICATE OF AUTHORITY

I, _____ certify that I am the _____
(Name of clerk or appropriate official) (Title)

of the LFUCG that _____,
(Name of govt entity) (Name of Officer Signing Agreement)

who signed the foregoing instrument on behalf of the grantee, was then

_____ of LFUCG
(Office Held) (Name of govt entity)

I further certify that the said officer was acting within the scope of powers delegated
to this officer by the governing body of the grantee in executing said instrument.

(Signature of clerk or appropriate official)

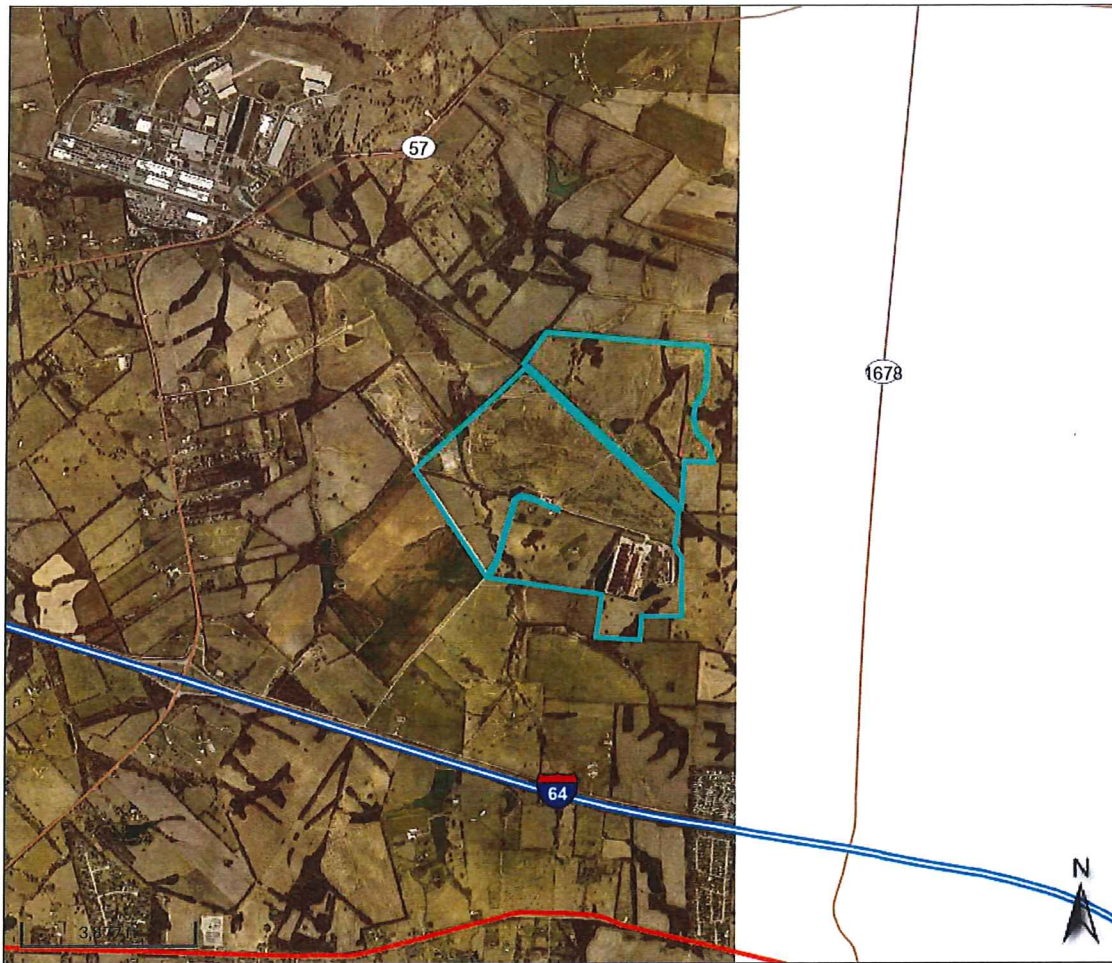
(Date)

(The person that signed the attached instrument cannot sign Certificate)

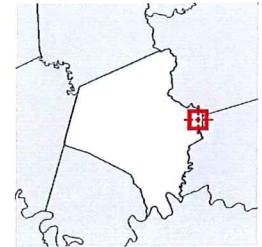
This form certifies that the person signing the attached instrument has the authority to do so. The signature of the Secretary/Attesting Officer and the Individual signing the attached instrument cannot be the same.



FAYETTE COUNTY, KENTUCKY
Property Valuation Administrator
David O'Neill, PVA



Overview



Legend

- USA Major Highways
 - Limited Access
 - Highway
 - Major Road
 - Local Road
 - Minor Road
 - Other Road
 - Ramp
 - Ferry
 - Pedestrian Way
- County Outlines
 - Fayette
 - <all other values>

DACA27-9-25-237
Parcel 94024050
Exhibit "A"

Parcel ID	94024050	Physical Address	4172 4253 HEDGER LN	Fair Cash Value	\$1,572,400	Last 2 Sales			
Class	E	Owner	LFUCG	Agricultural Land Value	\$0	Date	Price	Reason	Qual
Code			200 E MAIN ST	Agricultural	\$0	4/12/1977	\$528000	ARMS LENGTH TRANSACTION	Q
Taxing District	02		LEXINGTON KY 40507	Total Value		n/a	0	n/a	n/a
Acres	650.44			Taxable Value	\$0				

Date created: 12/17/2024
Last Data Uploaded: 12/17/2024 4:57:21 AM

Developed by SCHNEIDER
GEOSPATIAL

RESOLUTION NO. _____ - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A TEMPORARY RIGHT OF ENTRY WITH THE UNITED STATES ARMY CORPS OF ENGINEERS (USACE), AUTHORIZING ENTRY UPON LFUCG PROPERTY LOCATED AT THE HALEY PIKE LANDFILL, 4172 AND 4253 HEDGER LANE, TO PERFORM DYE TRACER STUDIES.

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 a Temporary Right of Entry, which is attached hereto and incorporated herein by reference, with the United States Army Corps of Engineers (USACE), authorizing entry upon LFUCG property located at the Haley Pike Landfill, 4172 and 4253 Hedger Lane, to perform Dye Tracer Studies.

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

0164-25:CWE:4907-6811-6507, v. 1

RESOLUTION NO. 084 - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A TEMPORARY RIGHT OF ENTRY WITH THE UNITED STATES ARMY CORPS OF ENGINEERS (USACE), AUTHORIZING ENTRY UPON LFUCG PROPERTY LOCATED AT THE HALEY PIKE LANDFILL, 4172 AND 4253 HEDGER LANE, TO PERFORM DYE TRACER STUDIES.

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 a Temporary Right of Entry, which is attached hereto and incorporated herein by reference, with the United States Army Corps of Engineers (USACE), authorizing entry upon LFUCG property located at the Haley Pike Landfill, 4172 and 4253 Hedger Lane, to perform Dye Tracer Studies.

Section 2 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: March 6, 2025



MAYOR

ATTEST:



CLERK OF URBAN COUNTY COUNCIL

0164-25:CWE:4907-6811-6507, v. 1



DEPARTMENT OF THE ARMY
U. S. ARMY ENGINEER DISTRICT, LOUISVILLE
CORPS OF ENGINEERS
P. O. BOX 59
LOUISVILLE KY 40201-0059

March 21, 2025

RECEIVED

MAR 28 2025

**OFFICE OF THE
MAYOR**

Real Estate Division
Military Branch

LFUCG
c/o Linda Gorton
200 E. Main St.
Lexington, KY 40507

Re: Right-of-Entry DACA27-9-25-237, Lexington Bluegrass Army Depot, County of Fayette, State of Kentucky.

Dear Landowner:

A fully executed copy of Right-of-Entry No. DACA27-9-25-237 granting access to the premises situated near Lexington Bluegrass Army Depot is enclosed with this letter.

If you have any further questions or concerns, please contact Ms. Kennedy Spencer at (502) 315-7006. Thank you for your cooperation in this matter.

Sincerely,
DAVIS.NANCY.L.1230573251
Nancy L. Davis
Deputy Chief, Real Estate Division
Louisville District

Digitally signed by
DAVIS.NANCY.L.1230573251
Date: 2025.03.20 14:11:28
-04'00'

Enclosure
Executed Right-of-entry

ROE No. DACA27-9-25-237

DEPARTMENT OF THE ARMY

RIGHT-OF-ENTRY FOR SURVEY AND EXPLORATION

Lexington Bluegrass Army Depot**94024050**

Project, Installation or Activity

Tract No. or Other Property Identification

The undersigned, hereinafter called the "Owner", hereby grants to the UNITED STATES OF AMERICA, hereinafter called the "Government," a right-of-entry upon the following terms and conditions:

1. The Owner hereby grants to the Government an irrevocable right to enter upon the lands hereinafter described at any time within a period of twenty-four (24) months from the date of this instrument, in order to collect water samples from hydrogeologic features (springs, seeps, streams, etc.) and place inert carbon packets for a Dye Tracer Study.
2. The right-of-entry includes the right of ingress and egress on other lands of the Owner not described below, provided such ingress and egress is necessary and not otherwise conveniently available to the Government.
3. All tools, equipment, and other property taken upon or placed upon the land by the Government shall remain the property of the Government and may be removed by the Government at any time within a reasonable period after the expiration of this right-of-entry.
4. If any action of the Government's employees or agents in the exercise of this right-of-entry results in damage to the real property, the Government will, in its sole discretion, either repair such damage or make an appropriate settlement with the Property Owner. In no event shall such repair or settlement exceed the fair market value of the fee title to the real property at the time immediately preceding such damage. The Government's liability under this clause is subject to the availability of appropriations for such payment, and nothing contained in this agreement may be considered as implying that Congress will at a later date appropriate funds sufficient to meet any deficiencies. The provisions of this clause are without prejudice to any rights the Property Owner may have to make a claim under applicable laws for any damages other than provided for herein.
5. The land affected by this right-of-entry is located in the State of Kentucky, County of Fayette, and is shown on **Exhibit A** (map).

ROE No. DACA27-9-25-237

WITNESS MY HAND AND SEAL this 19 day of March, 2025.

LANDOWNER NAME(S)

Linda Horton
[Signature]

Lexington- Fayette Urban County Government
[Print Name]

UNITED STATES OF AMERICA

DAVIS.NANCY Digitally signed by
DAVIS.NANCY.L.1230573251
Date: 2025.03.20 14:12:03
-04'00'

Nancy L. Davis

Deputy Chief, Real Estate Division

LEASE NO. DACA27-9-25-237
LEXINGTON-BLUE GRASS ARMY DEPOT

CERTIFICATE OF AUTHORITY

I, Mackenzie Stack certify that I am the Deputy Council Clerk
 (Name of clerk or appropriate official) (Title)

of the LFUCG that Linda Gorton,
 (Name of govt entity) (Name of Officer Signing Agreement)

who signed the foregoing instrument on behalf of the grantee, was then

Mayor of LFUCG
 (Office Held) (Name of govt entity)

I further certify that the said officer was acting within the scope of powers delegated
 to this officer by the governing body of the grantee in executing said instrument.

Mackenzie Stack
 (Signature of clerk or appropriate official)
3/7/2025
 (Date)

(The person that signed the attached instrument cannot sign Certificate)

This form certifies that the person signing the attached instrument has the authority to do so. The signature of the Secretary/Attesting Officer and the Individual signing the attached instrument cannot be the same.



Overview



Legend

USA Major Highways

— Limited Access

— Highway

— Major Road

— Local Road

— Minor Road

— Other Road

— Ramp

— Ferry

— Pedestrian Way

County Outlines

□ Fayette

□ <all other values>

DACA27-9-25-237

Parcel 94024050

Exhibit "A"

Parcel ID	94024050	Physical Address	4172 4253 HEDGER LN	Fair Cash Value	\$1,572,400	Last 2 Sales			
Class	E	Owner	LFUCG	Agricultural	\$0	Date	Price	Reason	Qual
Code			200 E MAIN ST	Land Value		4/12/1977	\$528000	ARMS LENGTH TRANSACTION	Q
Taxing District	02		LEXINGTON KY 40507	Agricultural	\$0	n/a	0	n/a	n/a
Acres	650.44			Total Value					
				Taxable Value	\$0				

Date created: 12/17/2024

Last Data Uploaded: 12/17/2024 4:57:21 AM

Developed by SCHNEIDER
GEO SPATIAL



DEPARTMENT OF THE ARMY
U. S. ARMY ENGINEER DISTRICT, LOUISVILLE
CORPS OF ENGINEERS
P. O. BOX 59
LOUISVILLE KY 40201-0059

March 21, 2025

RECEIVED

MAR 28 2025

**OFFICE OF THE
MAYOR**

Real Estate Division
Military Branch

LFUCG
c/o Linda Gorton
200 E. Main St.
Lexington, KY 40507

Re: Right-of-Entry DACA27-9-25-237, Lexington Bluegrass Army Depot, County of Fayette, State of Kentucky.

Dear Landowner:

A fully executed copy of Right-of-Entry No. DACA27-9-25-237 granting access to the premises situated near Lexington Bluegrass Army Depot is enclosed with this letter.

If you have any further questions or concerns, please contact Ms. Kennedy Spencer at (502) 315-7006. Thank you for your cooperation in this matter.

Sincerely,
DAVIS.NANCY.L
L.1230573251
Nancy L. Davis
Deputy Chief, Real Estate Division
Louisville District

Digitally signed by
DAVIS.NANCY.L.1230573251
Date: 2025.03.20 14:11:28
-04'00'

Enclosure
Executed Right-of-entry

ROE No. DACA27-9-25-237

DEPARTMENT OF THE ARMY

RIGHT-OF-ENTRY FOR SURVEY AND EXPLORATION

Lexington Bluegrass Army Depot94024050

Project, Installation or Activity

Tract No. or Other Property Identification

The undersigned, hereinafter called the "Owner", hereby grants to the UNITED STATES OF AMERICA, hereinafter called the "Government," a right-of-entry upon the following terms and conditions:

1. The Owner hereby grants to the Government an irrevocable right to enter upon the lands hereinafter described at any time within a period of twenty-four (24) months from the date of this instrument, in order to collect water samples from hydrogeologic features (springs, seeps, streams, etc.) and place inert carbon packets for a Dye Tracer Study.

2. The right-of-entry includes the right of ingress and egress on other lands of the Owner not described below, provided such ingress and egress is necessary and not otherwise conveniently available to the Government.

3. All tools, equipment, and other property taken upon or placed upon the land by the Government shall remain the property of the Government and may be removed by the Government at any time within a reasonable period after the expiration of this right-of-entry.

4. If any action of the Government's employees or agents in the exercise of this right-of-entry results in damage to the real property, the Government will, in its sole discretion, either repair such damage or make an appropriate settlement with the Property Owner. In no event shall such repair or settlement exceed the fair market value of the fee title to the real property at the time immediately preceding such damage. The Government's liability under this clause is subject to the availability of appropriations for such payment, and nothing contained in this agreement may be considered as implying that Congress will at a later date appropriate funds sufficient to meet any deficiencies. The provisions of this clause are without prejudice to any rights the Property Owner may have to make a claim under applicable laws for any damages other than provided for herein.

5. The land affected by this right-of-entry is located in the State of Kentucky, County of Fayette, and is shown on **Exhibit A** (map).

ROE No. DACA27-9-25-237

WITNESS MY HAND AND SEAL this 19 day of March, 2025.

LANDOWNER NAME(S)

Linda Gorton
[Signature]

Lexington- Fayette Urban County Government
[Print Name]

UNITED STATES OF AMERICA

DAVIS.NANCY
.L.1230573251

Digitally signed by
DAVIS.NANCY.L.1230573251
Date: 2025.03.20 14:12:03
-04'00'

Nancy L. Davis
Deputy Chief, Real Estate Division

LEASE NO. DACA27-9-25-237
LEXINGTON-BLUE GRASS ARMY DEPOT

CERTIFICATE OF AUTHORITY

I, Mackenzie Stack certify that I am the Deputy Council Clerk
 (Name of clerk or appropriate official) (Title)

of the LFUCG that Linda Gorton,
 (Name of govt entity) (Name of Officer Signing Agreement)

who signed the foregoing instrument on behalf of the grantee, was then

Mayor of LFUCG
 (Office Held) (Name of govt entity)

I further certify that the said officer was acting within the scope of powers delegated
 to this officer by the governing body of the grantee in executing said instrument.

Mackenzie Stack
 (Signature of clerk or appropriate official)
3/7/2025
 (Date)

(The person that signed the attached instrument cannot sign Certificate)

This form certifies that the person signing the attached instrument has the authority to do so. The signature of the Secretary/Attesting Officer and the Individual signing the attached instrument cannot be the same.



Overview



Legend

USA Major Highways

- Limited Access
- Highway
- Major Road
- Local Road
- Minor Road
- Other Road
- Ramp
- Ferry
- Pedestrian Way

County Outlines

- Fayette
- <all other values>

DACA27-9-25-237

Parcel 94024050

Exhibit "A"

Parcel ID	94024050	Physical Address	4172 4253 HEDGER LN	Fair Cash Value	\$1,572,400	Last 2 Sales		Reason ARMS LENGTH TRANSACTION	Qual Q
Class	E	Owner	LFUCG	Agricultural	\$0	Date	Price		
Code			200 E MAIN ST	Agricultural	\$0	4/12/1977	\$528000		
Taxing District	02		LEXINGTON KY 40507	Total Value		n/a	0		
Acres	650.44			Taxable Value	\$0				

Date created: 12/17/2024

Last Data Uploaded: 12/17/2024 4:57:21 AM

Developed by SCHNEIDER
GEOSPATIAL



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0165-25

File ID: 0165-25

Type: Ordinance

Status: Approved

Version: 1

Contract #:

In Control: Urban County
Council

File Created: 02/07/2025

File Name: 25-0038 Abolish/Create- Streets and Road

Final Action: 03/06/2025

Title: An Ordinance amending the authorized strength by abolishing one (1) classified position of Public Service Worker Senior, Grade 510N, and creating one (1) classified position of Equipment Operator, Grade 512N, all in the Div. of Streets and Roads, effective upon passage of Council. [Div. of Human Resources, George]

Notes:

Sponsors:

Enactment Date: 03/06/2025

Attachments: Bluesheet Memo 25-0038, HR Fiscal Impact-
25-0038, ORD 0165-25 create equipment operator
abolish public service worker 4902-9996-4185
v.1.docx, O-017-2025

Enactment Number: O-017-2025

Deed #:

Hearing Date:

Drafter: Alana Morton

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	02/18/2025	Approved and Referred to Docket	Urban County Council	02/20/2025		Pass
1	Urban County Council	02/20/2025	Received First Reading	Urban County Council	03/06/2025		
1	Urban County Council	03/06/2025	Approved				Pass

Text of Legislative File 0165-25

Title

An Ordinance amending the authorized strength by abolishing one (1) classified position of Public Service Worker Senior, Grade 510N, and creating one (1) classified position of Equipment Operator, Grade 512N, all in the Div. of Streets and Roads, effective upon passage of Council. [Div. of Human Resources, George]

Summary

Authorization to abolish one (1) classified position of Public Service Worker Sr., (Grade

510N) and create one (1) classified position of Equipment Operator, (Grade 512N) in the Division of Streets and Roads, effective upon passage of Council, with a 12-month future impact cost of \$4,878.66. (L0165-25) (George/Hamilton)

Budgetary Implications [select]: Yes

Advance Document Review:

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

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

Fully Budgeted [select]: No

Account Number:

This Fiscal Year Impact: \$4,878.66

Annual Impact: \$

Project:

Activity:

Budget Reference:

Current Balance:



MEMORANDUM

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

FROM: 
Glenda Humphrey George, Director
Division of Human Resources

DATE: February 7, 2025

SUBJECT: Abolish/Create positions – Division of Streets and Roads

Request:

The attached action is requesting authorization to abolish one (1) classified position of Public Service Worker Sr., (Grade 510N) and create one (1) classified position of Equipment Operator, (Grade 512N) in the Division of Streets and Roads, effective upon passage of Council.

Why are you requesting:

The purpose of this position is to operate two (2) knuckle boom trucks daily and during emergency weather response. Successful and safe operation of these essential pieces of heavy equipment is mandatory for the success of the Forestry crew and the Division of Streets and Roads. Currently one (1) knuckle boom is operated by an Equipment Operator and the other is operated by a PSW Sr. Both perform the same duties and use the same equipment but there is pay inequity between the 2 positions.

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

This has a 12-month future impact cost of \$4,878.66.



Position Title	Annual Salary Before	Annual Salary After	Annual Increase/Decrease
Public Service Worker Sr.	\$37,390.08	\$0	(\$37,390.08)
Equipment Operator	\$0	\$41,219.36	\$41,219.36
Total Annual Impact/ Salary and Benefits \$4,878.66			

File Number: 0165.25

Director/Commissioner: Glenda Humphrey George/Sally Hamilton

If you have questions or need additional information, please contact Alana Morton at (859) 258-3037.



Bluesheet 25-0038

Division of Streets and Roads

Description		1 or -1	Hour Rate	63122 Base Comp	Benefits Cost			6.20% FICA	0.044% Unemp	1.45% Medicare	Employee Total Cost
					63511 19.71% Pension	63615 Other Fringe	63621				
Equipment Operator (Grade 512N)	Create	1.00	19.817	\$41,219.36	\$8,124.34	\$5,528.88	\$2,820.27	\$18.14	\$659.58		\$58,370.56
Public Service Worker Sr. (510N)	Abolish	-1.00	17.976	(\$37,390.08)	(\$7,369.58)	(\$5,528.88)	(\$2,582.86)	(\$16.45)	(\$604.05)		(\$53,491.91)
Pay Periods				\$3,829.28	\$754.75	\$0.00	\$237.42	\$1.68	\$55.52		\$4,878.66

Annual Cost: \$4,878.66

Taxable Fringe	\$4,268.88
Total Fringe	\$5,528.88

ORDINANCE NO. _____ - 2025

AN ORDINANCE AMENDING THE AUTHORIZED STRENGTH BY ABOLISHING ONE (1) CLASSIFIED POSITION OF PUBLIC SERVICE WORKER SENIOR, GRADE 510N, AND CREATING ONE (1) CLASSIFIED POSITION OF EQUIPMENT OPERATOR, GRADE 512N, ALL IN THE DIVISION OF STREETS AND ROADS, EFFECTIVE UPON PASSAGE OF COUNCIL.

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

Section 1 – That the following subsection line numbers in the classified civil service authorized strength be and hereby are amended to read as follows:

330.046	3	613	512N	Equipment Operator
330.055	9	603	510N	Public Service Worker Sr.

Section 2 – That this Ordinance shall be effective upon passage of Council.

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
PUBLISHED:
0165-25:GET: 4902-9996-4185, v. 1

ORDINANCE NO. 017 - 2025

AN ORDINANCE AMENDING THE AUTHORIZED STRENGTH BY ABOLISHING ONE (1) CLASSIFIED POSITION OF PUBLIC SERVICE WORKER SENIOR, GRADE 510N, AND CREATING ONE (1) CLASSIFIED POSITION OF EQUIPMENT OPERATOR, GRADE 512N, ALL IN THE DIVISION OF STREETS AND ROADS, EFFECTIVE UPON PASSAGE OF COUNCIL.

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

Section 1 – That the following subsection line numbers in the classified civil service authorized strength be and hereby are amended to read as follows:

330.046	3	613	512N	Equipment Operator
330.055	9	603	510N	Public Service Worker Sr.

Section 2 – That this Ordinance shall be effective upon passage of Council.

PASSED URBAN COUNTY COUNCIL: March 6, 2025



MAYOR

ATTEST:



CLERK OF URBAN COUNTY COUNCIL

PUBLISHED: March 14, 2025-1t

0165-25:GET: 4902-9996-4185, v. 1



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 0166-25

File ID: 0166-25

Type: Resolution

Status: Approved

Version: 2

Contract #: 051-2025

In Control: Urban County
Council

File Created: 02/07/2025

Final Action: 03/06/2025

File Name: Request Council authorization to accept a subaward of federal funds from the Commonwealth of Kentucky Department of Public Health (DPH) in the amount of \$733,100 for FY25 Home Visiting Services and \$733,100 for FY26 Home Visiting Services respectively at

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement and accept a Grant from the Commonwealth of Ky. Dept. of Public Health in the amount of \$733,100 in FY 2025 and \$733,100 in FY 2026 in Federal funds for the Health Access Nurturing Development Services (HANDS) Program, for the Family Care Center, the acceptance of which does not obligate the Urban County Government for the expenditure of funds, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Family Services, Horton-Holt]

Notes: SAF in the CCO. Returned to Celia Moore 3/13/2025. MS

Sponsors:

Enactment Date: 03/06/2025

Attachments: 25-Bluesheet Memo -Home Network, BA 13506,
RESO 0166-25 FCC Hands 4935-8135-2218
v.1.docx, R-085-2025, Contract #051-2025

Enactment Number: R-085-2025

Deed #:

Hearing Date:

Drafter: Katrina James

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	Urban County Council Work Session	02/18/2025	Approved and Referred to Docket	Urban County Council	02/20/2025		Pass
2	Urban County Council	02/20/2025	Received First Reading	Urban County Council	03/06/2025		
2	Urban County Council	03/06/2025	Approved				Pass

Text of Legislative File 0166-25

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement and accept a Grant from the Commonwealth of Ky. Dept. of Public Health in the amount of \$733,100 in FY 2025 and \$733,100 in FY 2026 in Federal funds for the Health Access Nurturing Development Services (HANDS) Program, for the Family Care Center, the acceptance of which does not obligate the Urban County Government for the expenditure of funds, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Family Services, Horton-Holt]

Summary

Authorization to accept a subaward of Federal funds from the Commonwealth of Kentucky Department of Public Health (DPH) in the amount of \$733,100 for FY25 and FY26 Home Visiting Services at the Family Care Center. (L0166-25) (Horton-Holt/Allen-Bryant)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Tiffany Holskey, 1/27/2025

Risk Management: N/A

Fully Budgeted: Budget amendment is in process

Account Number: 3190-606401-6404-XXXX

This Fiscal Year Impact: \$733,100

Annual Impact: \$0

Project:

Activity: FED_GRANT

Budget Reference: 2025

Current Balance:



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

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

DATE: FEBRUARY 6, 2025

SUBJECT: Acceptance of a Federal subaward for home-visiting services from the Health Access Nurturing Development Services (HANDS) program for Fayette County residents FY25 & FY26

Request: Council authorization to accept a subaward of federal funds from the Commonwealth of Kentucky Department of Public Health (DPH) in the amount of \$733,100 for FY25 and FY26 Home Visiting Services at the Family Care Center.

Purpose of Request: The Family Care Center operates a home visitation program to address many of the limitations observed among existing prevention efforts aimed at low-income families and to create a system of support more responsive to emerging social and familial realities. The HANDS program provides home visitation services for high-risk families from birth of the first child up to age two. This program is based upon evidence that home visitation programs are effective in reducing child abuse and neglect.

The HANDS program is supported by the Kentucky Cabinet for Health and Family Services Department of Public Health (DPH). The source of funds: Federal is Medicaid; a portion of Kentucky's tobacco settlement dollars are earmarked for HANDS; and the DPH state agency provides funding to support services for families with more than one child. This subaward will replace the HOME NETWORK program funded by a pass-through agreement with the Lexington- Fayette County Health Department (LFCHD). LFUCG will now be a direct subrecipient of the Commonwealth of Kentucky. Fiscal year 2025 is considered a transition year partially funded by both entities - Commonwealth of Kentucky and LFCHD.

What is the cost in this budget year and future budget years? HANDS home visiting is a "fee for service" program, in that LFUCG only receives funding for services that it delivers. For FY2025 and FY2026, the Commonwealth of Kentucky has allocated \$733,100 for operations of Home Visiting Services. Funds for future budget years are dependent upon federal allocation as



follows: Federal - 9%, State Agency - 72% and Tobacco - 19%. No match is required. Funding for future budget years is dependent upon the availability of federal and state funding.

Are the funds budgeted? Budget amendment is in process.

File Number: 0166-25

Director/Commissioner: Shelia Horton-Holt/ Kacy Allen-Bryant



Requester: Moore,Celia E Date: 02/11/2025 Status: Pending Approval Amend Nbr: 13506

Business Unit: LFUCG Journal Date: 02/11/2025 Budget Period: 2025 Bid: ☐ Admin Review: ☐

▼ Personnel, Operating & Capital Accounts

[Personalize](#) | [Find](#) | [View 3](#) | | First 1-16 of 16 Last

Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID
1 3190	606401	6404	63121	Non-Civil Service Salaries	389,341.00	059240	059223	
2 3190	606401	6404	63511	Pension Contributions	72,495.00	059240	059223	
3 3190	606401	6404	63615	BP - UCG	35,933.00	059240	059223	
4 3190	606401	6404	63621	FICA	26,553.00	059240	059223	
5 3190	606401	6404	63622	Unemployment Insurance	188.00	059240	059223	
6 3190	606401	6404	63624	Medicare Expense	6,210.00	059240	059223	
7 3190	606401	6404	63625	Other Voluntary Benefits-UCG	3,000.00	059240	059223	
8 3190	606401	6404	71299	Prof Svc - Other	19,380.00	059240	059223	
9 3190	606401	6404	71303	Rent/Lease - Equipment	5,000.00	059240	059223	
10 3190	606401	6404	72203	Cell Phones	5,000.00	059240	059223	
11 3190	606401	6404	74102	Conferences and Other Training	10,000.00	059240	059223	
12 3190	606401	6404	74201	Business Travel	10,000.00	059240	059223	
13 3190	606401	6404	75101	Operating Supplies and Expense	80,000.00	059240	059223	
14 3190	606401	6404	75102	Food And Household Items	50,000.00	059240	059223	
15 3190	606401	6404	75801	Equipment Under \$5000	15,000.00	059240	059223	
16 3190	606401	6404	76101	Repairs & Maintenance	5,000.00	059240	059223	

▼ Revenue Accounts

[Personalize](#) | [Find](#) | [View All](#) | | First 1 of 1 Last

► **Project/Grant Revenue**

► **Project/Grant Expenditures**

Comments:
To establish grant budget for Commonwealth of KY DPH funds awarded for FY25 and FY26 Home Visiting Services.

Net Amend Amt: 0.00

Submit for Approval

RESOLUTION NO. ____-2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT AND ACCEPT A GRANT FROM THE COMMONWEALTH OF KENTUCKY DEPARTMENT OF PUBLIC HEALTH IN THE AMOUNT OF \$733,100.00 IN FY 2025 AND \$733,100.00 IN FY 2026 IN FEDERAL FUNDS FOR THE HEALTH ACCESS NURTURING DEVELOPMENT SERVICES (HANDS) PROGRAM, FOR THE FAMILY CARE CENTER, THE ACCEPTANCE OF WHICH DOES NOT OBLIGATE THE URBAN COUNTY GOVERNMENT FOR THE EXPENDITURE OF FUNDS, 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 the Agreement, which is attached hereto and incorporated herein by reference, and accept a Grant from the Commonwealth of Kentucky Department of Public Health, which Grant funds are in the amount of \$733,100.00 in FY 2025 and \$733,100.00 in FY 2026 in Federal funds for the Health Access Nurturing Development Services (HANDS) program, for the Family Care Center, the acceptance of which does not obligate the Lexington-Fayette Urban County Government for the expenditure of funds.

Section 2 - That subject to the provisions of Section 7-48 of the Lexington-Fayette Urban County Government Code of Ordinances, the Mayor is hereby authorized, in her discretion as Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or capital account appropriation within the Grant budget 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
0166-25:TAH:4935-8135-2218, v. 1

RESOLUTION NO. 085 -2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT AND ACCEPT A GRANT FROM THE COMMONWEALTH OF KENTUCKY DEPARTMENT OF PUBLIC HEALTH IN THE AMOUNT OF \$733,100.00 IN FY 2025 AND \$733,100.00 IN FY 2026 IN FEDERAL FUNDS FOR THE HEALTH ACCESS NURTURING DEVELOPMENT SERVICES (HANDS) PROGRAM, FOR THE FAMILY CARE CENTER, THE ACCEPTANCE OF WHICH DOES NOT OBLIGATE THE URBAN COUNTY GOVERNMENT FOR THE EXPENDITURE OF FUNDS, 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 the Agreement, which is attached hereto and incorporated herein by reference, and accept a Grant from the Commonwealth of Kentucky Department of Public Health, which Grant funds are in the amount of \$733,100.00 in FY 2025 and \$733,100.00 in FY 2026 in Federal funds for the Health Access Nurturing Development Services (HANDS) program, for the Family Care Center, the acceptance of which does not obligate the Lexington-Fayette Urban County Government for the expenditure of funds.

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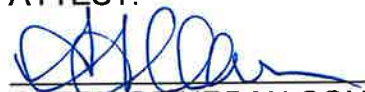
Section 3 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: March 6, 2025



MAYOR

ATTEST:



CLERK OF URBAN COUNTY COUNCIL

0166-25:TAH:4935-8135-2218, v. 1



Commonwealth of Kentucky

CONTRACT

Document Number: PON2 728 2500001261 **Version:** 1

Record Date:

Document Description: SUBRECIPIENT - HANDS Home Visits C5657

Cited Authority: FAP111-44-00
Memorandum of Agreement

Reason for Modification:

Issuer Contact:

Name: Leslie Proctor
Phone: 502-564-7736
E-mail: Leslie.Proctor@ky.gov

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

Effective From: 2025-02-15

Effective To: 2026-06-30

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		FY25 Home Visiting Services	\$0.000000	\$733,100.00	\$733,100.00

Extended Description:

This is a subaward of federal financial assistance.

The Lexington Fayette Urban County Government, Family Care Center shall provide home-visiting services using the Health Access Nurturing Development Services (HANDS) program to Fayette County residents.

Funding:
Federal - 9%
Agency - 72%
Tobacco - 19%

FAIN - X1053615
ALN - 93.870

UEI - VM1GLHWZXA96

Lexington Fayette Urban County Government Contact:
Amanda Patrick
apatrik@lexingtonky.gov

Department for Public Health Contact:
Andrew Waters
andrew.waters@ky.gov

Shipping Information:	Billing Information:
	CHFS DPH Division Of Maternal & Child Health 275 E Main Street HS2WA FrankfortKY40621

Effective From: 2025-02-15Effective To: 2026-06-30

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
2		0.00000		FY26 Home Visiting Services	\$0.000000	\$733,100.00	\$733,100.00

Extended Description:

This is a subaward of federal financial assistance.

The Lexington Fayette Urban County Government, Family Care Center shall provide home-visiting services using the Health Access Nurturing Development Services (HANDS) program to Fayette County residents.

Funding:
Federal - 9%
Agency - 72%
Tobacco - 19%

FAIN - X1053615
ALN - 93.870

UEI - VM1GLHWZXA96

Lexington Fayette Urban County Government Contact:
Amanda Patrick
apatrick@lexingtonky.gov

Department for Public Health Contact:
Andrew Waters
andrew.waters@ky.gov

Shipping Information:	Billing Information:
	CHFS DPH Division Of Maternal & Child Health 275 E Main Street HS2WA FrankfortKY40621

TOTAL CONTRACT AMOUNT	\$1,466,200.00
-----------------------	----------------

DocuSign Envelope ID: EE93E4B2-0853-4AE5-8C52-50299A2325CB		Document Description	Page 3
2500001261	Draft	SUBRECIPIENT - HANDS Home Visits C5657	Total Pages: 23

SUBRECIPIENT Memorandum of Agreement Terms and Conditions

Regular (Government/Quasi-Governmental) (PON2)

This Memorandum of Agreement (MOA) between the Commonwealth of Kentucky, Cabinet for Health and Family Services, Department for Public Health (“the Commonwealth”) and Lexington Fayette Urban County Government, Family Care Center (“The Contractor”) to establish an agreement for Health Access Nurturing Development (HANDS). The initial MOA is effective from 02/15/2025 through 06/30/2026.

SECTION 1-ADMINISTRATIVE OVERVIEW

1.00-Purpose and Background

Health Access Nurturing Development Services (HANDS) program as an evidence-based, voluntary statewide home visitation program that supports at-risk parents during the prenatal period until the child's third birthday. The goals of the HANDS program are to:

- (a) facilitate safe and healthy delivery of babies;
- (b) provide information about optimal child growth and human development;
- (c) facilitate the safety and health of homes; and
- (d) encourage greater self-sufficiency of families. Family Support Workers work with families using a Department for Public Health (DPH) approved curriculum.

The Lexington Fayette Urban County Government, Family Care Center, hereinafter referred to as Family Care Center, shall provide HANDS services to Fayette County residents and ensure that program goals and objectives are met.

1.01-Issuing Office

The Commonwealth of Kentucky, Cabinet for Health and Family Services, Division of Procurement and Grant Oversight, is issuing this Contract on the behalf of the Department for Public Health The Cabinet’s designee is the only office authorized to change, modify, amend, alter, or clarify the specifications, terms and conditions of this Contract.

1.02-Communications

The Issuer identified on page 1 is the point of contact during the procurement process and for communications concerning contract issues during the life of the contract. After the Award of the Contract, all contractual communications are to be sent to the Agency Contact Person listed in the Extended Description of Commodity Line 1. Notices by the Cabinet shall be sent to the Contractor representative listed in the Extended Description of Commodity Line 1. Unless otherwise stated, all notices, consents, and other contractual communications shall be in writing.

1.03-Terminology

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

- Vendor: Contractor, Offeror, The Second Party, Proposer
- Issuer of Contract: Buyer, Purchaser, Contract Officer
- Commonwealth of Kentucky: Commonwealth, State
- Cabinet for Health and Family Services: the Cabinet, the Department, the Agency, CHFS
- Fiscal Year is the Commonwealth fiscal year: July 1 through June 30
- Biennium is 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

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Section 2-Scope of Services

Section 3-Pricing/Invoicing

Section 4-CHFS General Terms and Conditions

Section 5-Federal Requirements

Finance Terms and Conditions of the Contract

Notice of Grant Award(s)

Business Associate Agreement (BAA)

1.05-Definitions/Acronyms

Health Access Nurturing Development Services (HANDS)

Cabinet for Health and Family Services (CHFS)

HANDS Manual ("HANDSBook")

Continuing Education Units (CEUs)

Department for Public Health (DPH)

SECTION 2-SCOPE OF SERVICES

2.00-Services Required

The Family Care Center shall provide HANDS services to eligible pregnant individuals and parents in accordance with the HANDS Manual ("HANDSBook") and all applicable laws, regulations, and codes of federal and state governments:

1. Employ and assign ongoing home visitors, social workers and supervisors as necessary to meet the HANDS program guidelines for home visiting in accordance with 902 KAR 4:120.
2. Provide all HANDS staff with the necessary training on family counseling and education services including information and skills pertaining to assessment, intervention, social services resources, supervision and continuous quality assurance.
3. Ensure maintenance of any required Certified Education Units (CEUs) or certifications necessary for staff to continue to perform HANDS functions.
4. Provide intensive family intervention, support services and resources using the HANDS model. Service shall:
 - a. enhance physical, emotional, and educational development of children;
 - b. promote positive parenting;
 - c. enhance parent-child interaction;
 - d. assure that families have primary medical homes;
 - e. promote appropriate use of community resources; and
 - f. prevent child abuse.
5. Provide equipment and supplies, as needed, for the HANDS staff.
6. Enter HANDS data into the HANDS database system.
7. Provide malpractice insurance for staff employed under this agreement with minimum liability of \$1,000,000 per occurrence.

2.01-Deliverables

The Family Care Center shall:

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1. Review documentation/minutes of community collaboration participation to ensure regular partnering efforts to support referrals and committees. Report the results to CHFS in the format provided by CHFS.
2. Provide HANDS services to no less than 100 families annually.
3. Services submitted for payment must be entered into the HANDS database system.

2.02-Reporting Requirements

Family Care Center shall:

1. Submit a HANDS Quality Assurance Site Review Visit Summary following each annual site visit outlining the compliant and non-compliant policies and procedures.
2. All visit information shall be entered into the HANDS web system.

2.03-Subcontractors

Subcontractors are not acceptable for this contract.

2.04-Equipment

Purchase of equipment with contract funds is not allowed.

2.05- CHFS/Department Responsibilities

Department for Public Health (DPH) is responsible for:

1. DPH will maintain communication with the contractor concerning HANDS program implementation to include training, quality assurance procedures, and overall program implementation.
2. DPH will provide technical assistance to the contractor and contractor's staff Regarding implementation of HANDS services.
3. DPH will make available curriculum and program procedures training for staff.

2.06-Monitoring Requirements

DPH administration will monitor contract for compliance with policies and procedures described within this contract on a semi-annual basis.

2.07-Related Documents and Materials Incorporated by Reference

All Notices of Grant Award(s) (NGA) and other related materials issued by the Agency.

SECTION 3-PRICING/INVOICING

Payment is conditioned upon receipt of appropriate, accurate, and timely invoices. Invoices for payment shall be submitted electronically to MCH.contracts@ky.gov. The Contractor shall submit monthly invoices. Invoices must be submitted no later than thirty (30) calendar days after completion of the service period.

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. PON2 number that invoice(s) are using for funding.
3. Clearly listed dates of service (from and to).
4. Date of Invoice (date invoice is prepared).
5. Total amount due for the current billing cycle.
6. Cumulative total for all invoices to date.
7. Detailed description of services provided.

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Invoices that do not contain the above requirements will be rejected and returned to the Contractor for re-invoicing.

SECTION 4-CHFS GENERAL TERMS AND CONDITIONS

4.00-Memorandum of Agreement Standard Terms and Conditions

4.00.01-Contract Components and Order of Precedence

A valid contract between the Parties consists of the following:

1. This written Agreement, all attachments, 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 the Contract provisions, the order of precedence shall be as enumerated above.

4.00.02-Changes and Modifications to the Contract

Pursuant to 200 KAR 5:311, no modification or change of any provision in the Contract shall be made, or construed to have been made, unless such modification is mutually agreed to in writing by the Contractor and the Commonwealth and incorporated as a written amendment by the Department prior to the effective date of such modification or change. Modification shall be subject to prior approval from the Secretary of the Finance and Administration Cabinet, or this authorized designee, and the LRC Government Contract Review Committee. 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.

4.00.03-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>

4.00.04-Choice of Law and Forum

This section does not apply to governmental or quasi-governmental entities.

This contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any action brought against the Commonwealth on the contract, including but not limited to actions either for breach of contract or for enforcement of the contract, shall be brought in Franklin Circuit Court, Franklin County, Kentucky in accordance with KRS 45A.245.

4.00.05-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.

4.00.06-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.

4.00.07-Payment

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The Contractor shall maintain supporting documents to substantiate invoices and shall furnish same if required by state government.

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. Neither this Contract nor any rights or obligations may be assigned, in whole or in part, without the prior written consent of CHFS, Division of Procurement and Grant Oversight, and the Finance and Administration Cabinet.

4.01.03-No Required Use of Contract

This Contract does not guarantee any minimum use of services. The Cabinet reserves the right to leave all, or any portion, of the contract unused. The Cabinet may establish or award other contracts for additional or related work, services, supplies, or commodities, and the Contractor shall fully cooperate with any such other contractors and Commonwealth employees. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Commonwealth employees.

4.01.04-Severability

If any part of this Contract is held by a court of competent jurisdiction to be illegal or in conflict with any law of the Commonwealth or the United States of America, the validity of the remaining parts 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 held to be invalid, if the remainder of the Contract is capable of performance.

4.01.05-Indemnification

To the extent allowable by law, the Contractor shall indemnify and hold harmless CHFS 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 CHFS; (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 CHFS 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. This shall not be deemed a waiver of sovereign immunity or any other third-party defense available to Contractor.

Provided, however, in the event the Contractor is an agency of the Commonwealth of Kentucky, the state agency's liability shall be governed instead by KRS 49.010 through KRS 49.180 and limited to any award from the Board of Claims up to the jurisdictional amount.

4.01.06-Sovereign Immunity

No provision of this Contract constitutes a waiver by CHFS or the Commonwealth of Kentucky of any immunities from suit or liability that CHFS 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 not 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, CHFS retains the right to obtain any necessary services elsewhere in the event

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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 CHFS 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 with confirmation of receipt, as soon as possible of the existence of a force majeure event. 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 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 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 and shall require any Subcontractor to provide evidence of such coverage upon request.

If the Contractor and any Subcontractor are not self-insured, each shall name CHFS as an additional insured on any policy of coverage, except the Workers' Compensation and any reinsurance. The Contractor and any Subcontractor shall provide proof of coverage within five (5) business days of coverage upon request.

CHFS shall not be responsible for any premiums or assessments on any policy held by the Contractor or any subcontractor under this Contract. CHFS may, at its sole discretion, pay one or more premiums, if doing so would be in the Cabinet's best interest. Should CHFS exercise this option, the Contractor shall fully reimburse CHFS, either 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 not cancel the coverage without thirty (30) days prior written notice to CHFS. The Contractor shall notify CHFS within five (5) business days of any cancellation or interruption of the Contractor or Subcontractor's insurance coverage. In any subcontract, the Contractor shall require that any Subcontractor also provide such notice to the Contractor and CHFS. Any insurance must remain in effect at all times during this Contract. If any insurance coverage expires during this Contract, the Contractor and any Subcontractor shall provide at least thirty (30) calendar days prior to the expiration date a new Certificate of Insurance evidencing coverage for not less than the remainder of the Contract.

4.01.09-Licensure, Certification, and Registration

The Contractor shall ensure that all 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 CHFS 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 this Contract or, if applicable, any subcontracts. The Contractor shall notify CHFS 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.

4.01.12-No Grant of Employment or Agency

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Nothing in this Contract shall be construed, in any way, as granting any individual providing services under the Contract any of the claims, privileges, or rights under KRS Chapter 18A or KAR Title 101. No individual providing services under this Contract shall be considered a full-time or part-time employee of CHFS, 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 an employee, volunteer, or independent contractor of the Contractor. No employee, volunteer, or independent contractor of the Contractor shall be a third-party beneficiary of this Contract or an agent of the Commonwealth.

4.01.13-CHFS 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 other 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, and all other applicable federal, state and local laws 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 CHFS.

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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 CHFS.

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

CHFS 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 CHFS 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 provided in the scope of work and pre-approved at the Cabinet level, the Contractor shall make no subcontract with any other party for furnishing any of the work or services herein. 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.

4.02.04-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 Contract records for not less than three (3) years after all Contract matters (e.g., audit, settlement of audit exceptions, disputes) are resolved and 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 state and federal law governing access to and use of information and data provided by CHFS or collected by the Contractor. The Contractor will use such information or data only for 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 Cabinet'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 of this Contract must be fully documented and reviewed by the Cabinet's project manager before any representation of projects, their funding sources, use of data, or data analyses may be posted to a web page or otherwise published.

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 Commonwealth 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

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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

If applicable, 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, inspection, or generally accepted accounting principle relating to this Contract. The Contractor will provide CHFS, for CHFS' approval, a Corrective Action Plan that addresses the deficiencies identified in any audit, review, or inspection within thirty (30) calendar days of the close of the audit, review, or inspection. 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 as described in Section 4.02.10-Performance-Based Penalties.

4.02.09-Research Project Approval and Institutional Review Board Requirements

If applicable, any proposed research project 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 45 CFR 46 and the requirements of the Cabinet's Institutional Review Board for the Protection of Human Subjects (IRB). The CHFS project manager 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 Cabinet may issue penalties up to five percent (5%) of the total amount of the contract for each instance of non-performance. If the Cabinet elects not to exercise a penalty clause, this shall not be construed as a waiver of the Cabinet's right to pursue the future assessment of any performance standard requirement and associated penalties. The Cabinet will work with the Contractor to resolve performance issues at all times.

1. Requirement of Corrective Action:

A. Letter of Concern

Should the Department determine that the Contractor or any Subcontractor is in violation of any requirement of this Contract, the Department shall notify the Contractor of the deficiency through a "Letter of Concern." The Contractor shall contact the Department's representative designated by the Department 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 Department shall proceed to the additional enforcement contained in this Contract.

B. Corrective Action Plan

Should the Cabinet determine that the Contractor or any Subcontractor is not in substantial compliance with any material provision of this Contract, the Cabinet 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 Finance or the Department, which may accept the plan as submitted, may accept the plan with specified modifications, or may reject the plan within ten (10) business days

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of receipt. Cabinet may reduce the time allowed for corrective action depending on 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 up to a \$500.00 per day penalty for each day until the response is received.

Failure of the Contractor to submit a Corrective Action Plan within ten (10) business days following the date of the written deficiency notice may result in up to a \$1,000.00 per day penalty for each day until the Corrective Action Plan is received.

D. Request for Extension

Upon request, CHFS 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. If an extension is granted, the penalty per day for both a late Letter of Concern or a late Corrective Action Plan would begin after the expiration of the extension period.

2. Failure to Correct any identified deficiency may result in an action pursuant to Finance Terms - Cancellation of this Contract.

3. Upon timely resolution of all performance-based issues outlined in the Corrective Action Plan, the Contractor shall receive reimbursement of a percentage of the amount withheld based on the following tier schedule:

A. Resolution within 30 days: at least 75% will be reimbursed to Contractor.

B. Resolution within 60 days: at least 50% will be reimbursed to Contractor.

C. Resolution within 90 days: at least 25% will be reimbursed to Contractor.

D. Resolution after 90 days: total penalty withholdings are forfeited.

4.02.11-Performance and Evaluation

CHFS may complete a Performance Evaluation (PE) twice a year to document contract performance. PE documents will be entered into the Commonwealth's electronic financial system (eMARS). Performance documented by PE may be considered when making future awards. To obtain a copy of the PE documents for this Contract, contact the Issuer.

4.02.12-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 CHFS' data, communication, or technical support system. Such plans shall enable the Contractor to continue to meet all contractual requirements. The Contractor shall provide a copy of its plans upon request. All costs associated with activating and sustaining the execution of all plans shall be borne by the Contractor.

4.02.13-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.StandardsandProcedures.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

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Contractor agrees to an apportionment of the costs of the notification, investigation, and mitigation of the security breach. The Contractor agrees that the Commonwealth 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 Commonwealth in complying with any response, mitigation, correction, investigation, and notification requirements of the Act.

4.03-Breach and Contract Termination

4.03.01-Remedies for Breach

In the event of a breach of contract by the Contractor, CHFS 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 the required notice of non-renewal or termination, the Contractor shall provide any turnover assistance reasonably necessary to enable CHFS 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 CHFS.
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 CHFS of the initiation of transition, provide a detailed Transition Document. Upon receipt of the detailed Transition Document, within fourteen (14) calendar days, CHFS shall provide written instructions to the Contractor as to the packaging, documentation, delivery location, and delivery date of all records needed for an orderly transition. If CHFS determines that the Transition Document is missing necessary information, CHFS 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 CHFS 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 CHFS-approved format.
6. Provide reasonable and appropriate assistance to CHFS and its designee(s) regarding the contents of such documents and records, and provide reasonable and appropriate reference materials, including data models and file documentation. This assistance shall be provided to the CHFS within twenty (20) days of the effective date of termination.
7. Pay any and all additional costs incurred by CHFS 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 Contractor or its services are endorsed or preferred by the Commonwealth of Kentucky.

4.04.02-Bankruptcy

In the event the Contractor becomes a debtor in a case pending under the Federal Bankruptcy Code, the Commonwealth'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;

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2. Promptly compensates the Commonwealth for the monetary damages incurred as a result of such default; and
3. Provides adequate assurance of future performance, as determined by the Commonwealth.

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 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 42 CFR Part 93 and shall be made available, upon request, to CHFS. The Contractor shall immediately notify CHFS 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 CHFS to the Contractor to meet the terms and conditions of this Contract shall be the exclusive property of CHFS. Any other use of these materials must be reviewed and approved in advance by CHFS. 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 CHFS without charge. The Cabinet 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

If applicable, the Contractor shall execute and comply with the attached Business Associate Agreement (BAA).

For the purposes of the BAA, the following entities are defined:

Covered Entity:

Cabinet for Health and Family Services
275 East Main Street
Frankfort, KY 40621

Business Associate:

Lexington Fayette Urban County Government
200 East Main Street
Lexington, KY, 40307

SECTION 5-FEDERAL REQUIREMENTS

If federal funds are utilized, the Contractor is responsible for complying with all applicable provisions of 2 CFR Part 200, Appendix II.

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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 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, 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 vendor shall notify the Commonwealth 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 specifically authorized under the scope of work and specifications of this Contract.

Equipment and property reimbursed by CHFS to fulfill the requirements of this Contract, requires prior approval by the Cabinet and the federal agency 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;

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- (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 systems 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; aggregates such as concrete; glass, including optical fiber; and lumber.

5.00.07 Procurement of Recovered Materials

In accordance with 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 in 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

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- 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 subaward does not include Research and Development.

The Contractor (subrecipient) and all lower tier subrecipients 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 related to 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 a 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 CHFS 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 (subrecipient) 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 a 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 required by 2 CFR, Part 200, Subpart F.

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 subrecipients of federal monies received through this Agreement and provide their subrecipient name, unique entity identifier, Catalog of Federal Domestic Assistance (CFDA) number and description, subrecipient's expenditures and related contract number in addition to all other information 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 before the Contractor's fiscal year end,

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unless CHFS 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 subrecipient'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 CHFS, for CHFS' approval, a Corrective Action Plan that addresses the deficiencies identified in any audit, review, or inspection within thirty (30) calendar days of the close of the audit, review, or inspection. 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 CHFS.
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-Indirect Cost

The Contractor (subrecipient) shall be reimbursed for indirect costs only where the Contractor incurs indirect costs in addition to costs that are reimbursed as direct program costs. Indirect cost rates shall be recognized in the following order:

1. The Contractor's federally approved negotiated rate, if one exists, shall be recognized for the purposes of charging indirect cost to the federal programs administered through this subrecipient agreement, except where limited by federal law. The Contractor shall submit the federally approved indirect cost rate document to the Contract Specialist identified on page 1 of the Contract. A federally approved negotiated rate may exist in cases where the Contractor conducts business directly with the federal government other than as related to this Agreement. CHFS may issue an acceptance letter in addition to this Agreement to acknowledge the appropriate federally approved rate.
2. If no federally approved negotiated rate exists, the Contractor may request to utilize an indirect cost rate or cost allocation plan developed in accordance with 2 CFR, Part 200, Subpart E, by submitting a request and detailed indirect cost plan description to the Contract Specialist identified on page 1 of the Contract. Plan or rate approval must be evidenced by formal written acknowledgment by the Contractor as acceptable for purposes of billing to be applied to federal programs, except where limited by federal law. If this option is approved, CHFS will issue a separate letter of acceptance, which shall be valid for the term of this Agreement.

If options 1 or 2 above are not utilized, the Contractor may elect to utilize the de minimis rate (10% of Modified Total Direct Costs as outlined in 2 CFR, §200.414(f)) for purposes of requesting reimbursement for indirect costs as a subrecipient to be applied to federal programs except where limited by federal law.

5.01.06-Cost Share or Matching

If indicated elsewhere in this Agreement, the Contractor (subrecipient) shall provide the required match as outlined in the federally approved grant application. The Contractor shall be fully liable for federal refund of any match deficiencies identified in audit. The cost sharing or matching contributions shall meet the following criteria:

- Are verifiable from the Contractor's records;
- Are not included as match contributions for any other federal award;
- Are necessary and reasonable for the accomplishment of project or program objectives;

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- 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.

5.01.07 Certification Regarding Drug-Free Workplace

The Contractor certifies that it will comply with the drug-free workplace requirements in 2 CFR Part 182.

5.01.08 Additional Information Required Under 2 CFR §200.332(a)(1)

Upon request, the Department will make available any additional information required under 2 CFR §200.332(a)(1), Federal Award Identification.

Endnotes

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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

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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

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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.

DocuSign Envelope ID: EE93E4B2-0853-4AE5-8C52-50299A2325CB		Document Description	Page 23
2500001261	Draft	SUBRECIPIENT - HANDS Home Visits C5657	Total Pages: 23


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.

CHFS Cabinet Approval:

_____ Signature	_____ Title
_____ Printed Name	_____ Date


Contractor Approval:

 _____ Signature	_____ Mayor _____ Title
Linda Gorton _____ Printed Name	3/13/2025 _____ Date

CHFS Department Review:

_____ Signature	_____ Title
_____ Printed Name	_____ Date

Approved as to form and legality:

 _____ Attorney
1/14/2025 9:10 AM EST _____ Date

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (Agreement) is entered into as of the date listed in the Service Contract by and between the Covered Entity listed in the Memorandum of Agreement ("Covered Entity"), whose principal place of business is located at the address listed in the Memorandum of Agreement and the Vendor listed in the Memorandum of Agreement ("Business Associate"), whose principal place of business is located at the address listed in the Memorandum of Agreement, in conformance with the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA RULES").

RECITALS

Whereas, the Covered Entity has engaged the services of the Business Associate for or on behalf of the Covered Entity in Memorandum of Agreement # PON2 728 2500001261;

Whereas, the Covered Entity must disclose individually identifiable health information to the Business Associate in the performance of the services for or on behalf of the Covered Entity;

Whereas, such information is Protected Health Information ("PHI") as defined under the HIPAA Rules;

Whereas, the Parties agree to establish safeguards for the protection of such information;

Whereas, the Covered Entity and Business Associate desire to enter into this Agreement to address certain requirements of the HIPAA Rules;

Therefore, the Parties agree as follows:

SECTION I – DEFINITIONS

Relevant terms in this Agreement shall have the same meaning as those terms in 45 CFR § 164.402; 45 CFR § 164.501; 45 CFR §164.304; 45 CFR §160.103, and the HIPAA Rules. The following terms, as defined in the HIPAA Rules, shall mean:

- 1.1 "Breach" is defined as any unauthorized acquisition, access, use, or disclosure of PHI which compromises the security or privacy of the PHI, unless the Covered Entity or Business Associate, as applicable, demonstrates that there is a low probability that the PHI has been compromised based upon a risk assessment as required under 45 CFR § 164.402. Breach excludes:
 - a. Unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of a Covered Entity or Business Associate, if performed in good faith and within the scope of authority, and does not result in further unauthorized disclosures;
 - b. Inadvertent one-time disclosure between Covered Entity or Business Associate workforce member to another workforce member at the same covered entity or Business Associate who is authorized to access PHI and information received or disclosed is not further used or disclosed in a manner not permitted under 45 CFR § 164.500 Subpart E; and
 - c. A disclosure where the Covered Entity or Business Associate has a good faith belief that the unauthorized person to whom the disclosure was made would not reasonably have been able to retain the information.
- 1.2 "Business Associate" shall have the same meaning as under the HIPAA Rules, including, but not limited to, 45 CFR § 160.103.
- 1.3 "Covered Entity" shall have the same meaning as under the HIPAA Rules, including, but not limited to, 45 CFR § 160.103.
- 1.4 "Data Aggregation" shall have the same meaning as under the HIPAA Rules, including but not limited to, 45 CFR § 164.501.
- 1.5 "Designated Record Set" shall have the same meaning as under the HIPAA Rules, including, but not limited to 45 CFR § 164.501.
- 1.6 "Effective Date" shall be the Effective Date of this Agreement.

- 1.7 "Electronic Protected Health Information" or "Electronic PHI" shall have the same meaning as in 45 CFR § 160.103, limited to information of the Covered Entity that the Business Associate creates, receives, maintains, or transmits in electronic media on behalf of the Covered Entity under this Agreement.
- 1.8 "Health Care Operations" shall have the same meaning as under the HIPAA Rules, including, but not limited to, 45 CFR § 164.501.
- 1.9 "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules codified at 45 CFR Part 160 and 164, as may be amended from time to time.
- 1.10 "Individual" shall have the same meaning as in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative under 45 CFR § 164.502(g).
- 1.11 "Individually Identifiable Health Information" shall have the same meaning as under the HIPAA Rules, including, but not limited to 45 CFR § 160.103.
- 1.12 "Protected Health Information" or "PHI" shall have the same meaning as in the HIPAA Rules in 45 CFR § 160.103, limited to the information created, received, maintained, or transmitted by Business Associate from or on behalf of the Covered Entity.
- 1.13 "Required by Law" shall have the same meaning as in 45 CFR § 164.103.
- 1.14 "Secretary" shall mean the Secretary of the Department of Health and Human Services ("HHS") or his or her designee.
- 1.15 "Security Incident" shall have the same meaning as in 45 CFR § 164.304.
- 1.16 "Unsecured Protected Health Information" shall have the same meaning as in 45 CFR § 164.402 and shall mean PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary.

SECTION II – BUSINESS ASSOCIATE'S OBLIGATIONS AND ACTIVITIES

The Business Associate agrees to the following:

- 2.1 To fulfill its responsibilities under the contract setting out the scope of work for the Business Associate; To only use or further disclose PHI as permitted or required by this Agreement, by law, or for the proper management and administration of the Business Associate under Section III;
- 2.2 To use appropriate safeguards to comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI, to prevent the use or disclosure of PHI other than as provided for by this Agreement or as required by law;
- 2.3 To mitigate, to the extent practicable, any harmful known effect of a use or disclosure of PHI by the Business Associate in violation of this Agreement or the HIPAA Rules;
- 2.4 To immediately report to the Covered Entity any PHI use or disclosure not permitted by this Agreement of which it becomes aware, and in no event later than five (5) calendar days after discovery, including breaches of unsecured PHI as required by 45 CFR § 164.410, and any Security Incident of which it becomes aware under 45 CFR § 164.314, except as provided by 45 CFR § 164.412. In addition, the Business Associate shall provide the Covered Entity the following information: (1) a brief description of what happened, including the date of the breach and date of discovery of the breach, if known; (2) identification of each individual whose unsecured PHI has been affected by the breach; (3) a description of the type of unsecured PHI involved in the breach; (4) any steps the individuals should take to protect themselves from harm from the breach; (5) steps the Business Associate is taking to investigate the breach, mitigate harm, and protect against other breaches; and (6) and other information requested by the Covered Entity. The Business Associate, in consultation with the Covered Entity, shall be responsible for breach notifications to individuals affected by the unauthorized use or disclosure as required by 45 CFR § 164.404. The notifications shall be made no later than sixty (60) days following the discovery of the breach. A breach shall be treated as discovered as of the first day on which such breach is known to the Business Associate or, by exercising reasonable diligence, would have been known by the Business Associate. The Business Associate shall be solely responsible for all costs associated with the breach notifications. The Business Associate shall be responsible for any penalties, assessments, or fees assessed by the Office for Civil Rights/Department of HHS due to any breach caused by the Business Associate or based upon the failure of the Business Associate to comply

with the HIPAA Rules. The Business Associate, in consultation with the Covered Entity, shall make all required notices to the media and the Secretary on behalf of the Covered Entity.

- 2.5 In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any agent, including a subcontractor, that creates, receives, maintains, or transmits PHI on behalf of the Business Associate agrees in writing to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such PHI;
- 2.6 To the extent that the Business Associate maintains a Designated Record Set for the Covered Entity, to provide access to PHI in a Designated Record Set, at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to the Covered Entity, or as directed by the Covered Entity, to the Individual or the Individual's designee as necessary to meet the Covered Entity's obligations under 45 CFR § 164.524;
- 2.7 To the extent that the Business Associate maintains a Designated Record Set for the Covered Entity, to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 at the request of the Covered Entity or an Individual, and in the time and manner designated by the Covered Entity;
- 2.8 To make internal practices, books, and records, including policies and procedures on PHI, relating to the use and disclosure of PHI received from, created, or received by the Business Associate on behalf of the Covered Entity, available to the Covered Entity or the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for the Secretary to determine the Covered Entity's and the Business Associate's compliance with the HIPAA Rules;
- 2.9 To document non-routine disclosures of PHI and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528, where applicable;
- 2.10 To provide the Covered Entity or an Individual, in a time and manner designated by the Covered Entity, information collected in accordance with Section 2.9 of this Agreement, to permit the Covered Entity to respond to a request for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528;
- 2.11 That if it creates, receives, maintains, or transmits any electronic PHI on behalf of the Covered Entity, it will implement administrative, physical, and technical safeguards in accordance with 45 CFR § 164.308, 45 CFR § 164.310, and 45 CFR § 164.312, and policies and procedures in accordance with 45 CFR § 164.316 that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic PHI, and it will ensure that any agents (including subcontractors) it provides such Electronic PHI agree to implement reasonable and appropriate security measures to protect the information;
- 2.12 To retain records related to the PHI in accordance with 45 CFR 164.316 and 45 CFR 164.530 for a period of six (6) years beyond the date of the termination of this Agreement. In the event of termination of this Agreement, the provisions of Section VI shall govern record retention, return, or destruction;
- 2.13 To appropriately safeguard all PHI provided by the Covered Entity under the service contract or agreement as required under the HIPAA Rules and this Agreement, and to assure that any subcontractors provide satisfactory assurances as set out in 45 CFR § 164.502 (e) (1) and (2).
- 2.14 Not to make any fundraising communication on behalf of the Covered Entity or to the Covered Entity's participants and beneficiaries;
- 2.15 Not to receive any remuneration, either directly or indirectly, in exchange for PHI, except as may be permitted by 45 CFR § 164.502(a)(5) and 45 CFR § 164.508(a)(4);
- 2.16 Not to make any marketing communication on behalf of Covered Entity or to Covered Entity's participants and beneficiaries, except as may be permitted by 45 CFR § 164.501; and
- 2.17 To the extent the Business Associate is to carry out one or more of the Covered Entity's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations.

SECTION III – THE PARTIES AGREE TO THE FOLLOWING

PERMITTED USES AND DISCLOSURES BY THE BUSINESS ASSOCIATE

- 3.1 Business Associate agrees to make uses, disclosures, and requests for PHI consistent with the Covered Entity's minimum necessary policies and procedures.
- 3.2 Except as otherwise limited in this Agreement, the Business Associate may use or disclose PHI to perform functions, activities, or services for or on behalf of the Covered Entity as specified in the Agreement, provided that such use or disclosure would not violate the HIPAA Rules if done by the Covered Entity; and
- 3.3 Except as otherwise limited in this Agreement, the Business Associate may:
 - a. Use PHI for the proper management and administration by the Business Associate or to carry out the legal responsibilities of the Business Associate; and
 - b. Disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that such disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

SECTION IV – NOTICE OF PRIVACY PRACTICES

- 4.1 The Covered Entity shall (a) provide the Business Associate with the notice of privacy practices it produces in accordance with 45 CFR § 164.520, as well as any changes to such notice; (b) provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures; (c) notify the Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restrictions may affect the Business Associate's use or disclosure of PHI; and (d) refrain from requesting the Business Associate to use or disclose PHI in any impermissible manner under the HIPAA Rules if done by the Covered Entity.

SECTION V – BREACH NOTIFICATION REQUIREMENTS

- 5.1 The Business Associate shall notify each individual whose Unsecured PHI has been, or is reasonably believed by the Covered Entity to have been, accessed, acquired, used, or disclosed as a result of any Breach by the Business Associate:
 - a. Except as provided in 45 CFR § 164.412, the Business Associate shall provide notice without unreasonable delay and in no case later than sixty (60) days after discovery of a Breach or from the time it should have reasonably been discovered;
 - b. The notice shall be in plain language, including, to the extent possible:
 - 1) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 - 2) A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - 3) Any steps individuals should take to protect themselves from potential harm resulting from the Breach;
 - 4) A brief description of what the Business Associate is doing to investigate the Breach, mitigate harm to individuals, and protect against any further Breaches; and,
 - 5) Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, website, or postal address.
 - c. In a method that meets the requirements of 45 CFR § 164.404(d); and

- d. The Business Associate shall provide for substitute notice, as required by the HIPAA Rules, by providing a toll-free phone number that remains active for at least ninety (90) days where an individual can learn whether the individual's unsecured PHI may have been included in the Breach and a posting as required by 45 CFR § 164.404 (d)(2). The Business Associate shall be responsible for the costs of the substitute notice and notifications.

SECTION VI – TERM AND TERMINATION

- 6.1 This Agreement shall be effective as of the date in the first paragraph and shall terminate when all of the PHI provided by the Covered Entity to the Business Associate, or created or received by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity, or if it is infeasible to return or destroy the PHI, protections are extended to such information as required in this Section.

- 6.2 Upon a material breach by either party, the non-breaching party shall provide an opportunity to cure the breach. The non-breaching party may terminate this Agreement and the Service Contract if the breach is not cured within the specified time. Either Party may immediately terminate this Agreement if it determines that a cure is not feasible.

If the Business Associate fails to cure a breach for which a cure is reasonably possible, the Covered Entity may take action to cure the breach, including but not limited to, obtaining an injunction that will prevent further improper use or disclosure of PHI. Should such action be taken, the Business Associate agrees to indemnify the Covered Entity for any costs, including court costs and attorneys' fees, associated with curing the breach.

- 6.3 Effect of Termination.

- a. Return or Destruction of PHI. Except as provided in Section 6.3(b), upon termination of this Agreement, the Business Associate shall return or if agreed to by the Covered Entity, destroy all PHI received from the Covered Entity, or created or received by the Business Associate on behalf of the Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of the Business Associate. The Business Associate shall retain no copies of PHI.
- b. Return or Destruction of PHI Infeasible. If the Business Associate determines that returning or destroying PHI is infeasible, the Business Associate shall notify the Covered Entity of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that the return or destruction of the PHI is infeasible, the Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such PHI. In addition, the Business Associate shall continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 to prevent use or disclosure of the PHI for as long as the Business Associate retains the PHI.

SECTION VII – GENERAL PROVISIONS

- 7.1 Compliance with Law. In connection with its performance under this Agreement, Business Associate shall comply with all applicable laws.
- 7.2 Amendment. The Parties agree to amend this Agreement if necessary to comply with the HIPAA Rules and any other applicable law. This Agreement may not be modified, nor shall any provision be waived, except in a writing signed by the Parties. A waiver with respect to one event shall not be construed as continuing or as a bar to or waiver of any right or remedy as to subsequent events.
- 7.3 Confidentiality Obligations. In performing under this Agreement, each Party may receive, be exposed to, or acquire "Confidential Information," including but not limited to, information, data, reports, summaries, tables and studies, whether written or oral, fixed in hard copy or contained in a computer data base or computer readable form, of the other Party. For purposes of this Agreement, "Confidential Information" shall not apply to PHI, the privacy and security of which is the subject of this Agreement. The Parties, including their employees, agents and representatives shall: (a) not disclose to any third-party "Confidential Information" of the other party except as permitted under this Agreement; (b) only permit the use of "Confidential Information" of employees, agents, or representatives having a need to know under this Agreement, and (c) advise each of its employees, agents, and representatives of their obligations to keep such "Confidential Information" confidential. This provision shall not apply to "Confidential Information": (i) after it becomes publicly available through no fault of either Party; (ii) which is later publicly released, in writing, by the party that owned the material; (iii) which is lawfully obtained by third parties without restriction; or (iv) which can be shown to be previously known or developed by either party independently of the other party.

- 7.4 No Third-Party Beneficiary. The Parties do not express or imply by any terms in this Agreement to confer any rights, remedies, or entitlements upon any third person not a party to this Agreement.
- 7.5 Indemnification by Business Associate. Business Associate agrees to indemnify, defend and hold harmless the Covered Entity and its employees, directors, officers, subcontractors, agents or other members of its workforce, ("Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with Business Associate's actions arising out of this Agreement. Accordingly, on demand, Business Associate shall reimburse any Indemnified Party for all actual and direct losses, liabilities, fines, penalties, costs or expenses (including reasonable attorneys' fees) that may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party that results from Business Associate's breach. The obligation to indemnify any Indemnified Party shall survive the expiration or termination of this Agreement.
- 7.6 Survival. The rights and obligations of the Business Associate under Section II and Section 6.3(b) of this Agreement shall survive the termination of this Agreement.
- 7.7 Interpretation. Any ambiguity in this Agreement shall be resolved to permit the Covered Entity to comply with the HIPAA Rules.
- 7.8 Notices. Notices to be given to a Party shall be made in writing via certified U.S. Mail to such Party's address listed in the Service Contract, and/or via facsimile to the facsimile telephone numbers listed in the Service Contract. If an email address is provided below, notice may be submitted via email, if agreed upon between the Parties.
- Each party named in the Service Contract may update its address and that of its representative for notice by giving notice thereof in the provided manner.
- 7.9 Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies shall be deemed to be originals.
- 7.10 Disputes. If any controversy, dispute, or claim arises between the Parties with respect to this Agreement, the Parties shall make good faith efforts to resolve such matters informally. Any dispute that cannot be mutually settled may be brought in the Franklin Circuit Court or Federal District Court of Kentucky.
- 7.11 Mutual Representations and Warranties. Each Party represents and warrants that it is duly organized, validly existing, and in good standing under the laws of the jurisdiction under which it is organized or licensed; it has the full power to enter into this Agreement and to perform its obligations; and that the performance of its obligations under this Agreement have been duly authorized and will not violate any provisions of any license, corporate charter, or bylaws.

Wherefore, the Parties acknowledge agreement with the above terms and execute this Agreement as of the Effective Date by their signatures below.

Covered Entity

Business Associate

By:

By

Linda Gorton

Name:

Name: Linda Gorton

Title:

Title: Mayor

Date:

Date:

3/13/25

Federal Conflict of Interest Disclosure Form

Department: 728 – DPH
Contract Name: SUBRECIPIENT - HANDS Home Visits C5657
Contract Number: PON2,728,2500001261
Term of Contract: Start Date: 02/15/2025 End Date: 06/30/2025

Note: A potential or actual conflict of interest exists when commitments and obligations are likely to be compromised by the Vendor's other material interests, or relationships (especially economic), particularly if those interests or commitments are not disclosed.

This Conflict-of-Interest Form should indicate whether the Vendor has an economic interest in, or acts as an officer or a director of, any outside entity whose financial interests would reasonably appear to be affected by the above-mentioned contract. The vendor should also disclose any personal, business, or volunteer affiliations that may give rise to a real or apparent conflict of interest. Relevant Federally and organizationally established regulations and guidelines in financial conflicts must be abided by. Individuals with a conflict of interest should refrain from signing the contract.

Please describe below any relationships, transactions, positions you hold (volunteer or otherwise), or circumstances that you believe could contribute to a conflict of interest:

X I have no conflict of interest to report.

_____ I have the following conflict of interest to report (please specify other nonprofit and for-profit boards you (and your spouse) sit on, any for-profit businesses for which you or an immediate family member are an officer or director, or a majority shareholder, and the name of your employer and any businesses you or a family member own:

1. _____
2. _____
3. _____

The Vendor certifies that he/she is legally entitled to enter into this contract with the Commonwealth of Kentucky, and by holding and performing this contract, he/she will not be violating either any conflict-of-interest regulation (2 CFR 200.112).

Signature: Linda Gorton

Name: Linda Gorton

Title: Mayor

Date: 3/13/25



Department of Health and Human Services
Health Resources and Services Administration

Notice of Award
FAIN# X1053615
Federal Award Date: 08/27/2024

Recipient Information

1. Recipient Name
HEALTH SERVICES KENTUCKY CABINET FOR
275 E Main St, #4E
Frankfort, KY 40621-1000
2. Congressional District of Recipient
01
3. Payment System Identifier (ID)
1610600439B5
4. Employer Identification Number (EIN)
610600439
5. Data Universal Numbering System (DUNS)
927049767
6. Recipient's Unique Entity Identifier
LECJQDCLHVE5
7. Project Director or Principal Investigator
Christine Sawalha
Project Director
christine.sawalha@ky.gov (502)316-1345
8. Authorized Official
Andrew Waters
Andrew.Waters@ky.gov
(502)564-3193

Federal Agency Information

9. Awarding Agency Contact Information
LaToya Ferguson
Grants Management Specialist
Office of Federal Assistance Management (OFAM)
Division of Grants Management Office (DGMO)
LFerguson@hrsa.gov
(301) 443-1440
10. Program Official Contact Information
John O'Donnell
Maternal and Child Health Bureau (MCHB)
JODonnell1@hrsa.gov
(240) 706-2282

Federal Award Information

11. Award Number
1 X10MC53615-01-00
12. Unique Federal Award Identification Number (FAIN)
X1053615
13. Statutory Authority
42 U.S.C. § 711(c)
14. Federal Award Project Title
Maternal, Infant and Early Childhood Homevisiting Grant Program
15. Assistance Listing Number
93.870
16. Assistance Listing Program Title
Maternal, Infant and Early Childhood Homevisiting Grant Program
17. Award Action Type
New
18. Is the Award R&D?
No

Summary Federal Award Financial Information

19. Budget Period Start Date 09/30/2024 - End Date 09/29/2026	
20. Total Amount of Federal Funds Obligated by this Action	\$8,093,675.00
20a. Direct Cost Amount	
20b. Indirect Cost Amount	\$71,205.00
21. Authorized Carryover	\$0.00
22. Offset	\$0.00
23. Total Amount of Federal Funds Obligated this budget period	\$8,093,675.00
24. Total Approved Cost Sharing or Matching, where applicable	\$241,964.00
25. Total Federal and Non-Federal Approved this Budget Period	\$8,335,639.00
26. Project Period Start Date 09/30/2024 - End Date 09/29/2026	
27. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Project Period	\$8,335,639.00

28. Authorized Treatment of Program Income
Cost Sharing or Matching
29. Grants Management Officer – Signature
James Smith on 08/27/2024

30. Remarks

The award consists of the following amounts:
FY24 Federal Base - \$7,367,783
FY24 Federal Match - \$725,892
FY24 Non-Federal Match - \$241,964



Notice of Award
Award Number: 1 X10MC53615-01-00
Federal Award Date: 08/27/2024

Maternal and Child Health Bureau (MCHB)

31. APPROVED BUDGET: (Excludes Direct Assistance) <input type="checkbox"/> Grant Funds Only <input checked="" type="checkbox"/> Total project costs including grant funds and all other financial participation	33. RECOMMENDED FUTURE SUPPORT: (Subject to the availability of funds and satisfactory progress of project)																																																		
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">YEAR</th> <th style="width: 50%;">TOTAL COSTS</th> </tr> <tr> <td colspan="2" style="text-align: center;">Not applicable</td> </tr> </table>	YEAR	TOTAL COSTS	Not applicable																																															
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38. THIS AWARD IS BASED ON THE APPLICATION APPROVED BY HRSA FOR THE PROJECT NAMED IN ITEM 14. FEDERAL AWARD PROJECT TITLE AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE AS: a. The program authorizing statute and program regulation cited in this Notice of Award; b. Conditions on activities and expenditures of funds in certain other applicable statutory requirements, such as those included in appropriations restrictions applicable to HRSA funds; c. 45 CFR Part 75; d. National Policy Requirements and all other requirements described in the HHS Grants Policy Statement; e. Federal Award Performance Goals; and f. The Terms and Conditions cited in this Notice of Award. In the event there are conflicting or otherwise inconsistent policies applicable to the award, the above order of precedence shall prevail. Recipients indicate acceptance of the award, and terms and conditions by obtaining funds from the payment system.																																																			
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HRSA Electronic Handbooks (EHBs) Registration Requirements

The Project Director of the grant (listed on this NoA) and the Authorizing Official of the grantee organization are required to register (if not already registered) within HRSA's Electronic Handbooks (EHBs). Registration within HRSA EHBs is required only once for each user for each organization they represent. To complete the registration quickly and efficiently we recommend that you note the 10-digit grant number from box 4b of this NoA. After you have completed the initial registration steps (i.e., created an individual account and associated it with the correct grantee organization record), be sure to add this grant to your portfolio. This registration in HRSA EHBs is required for submission of noncompeting continuation applications. In addition, you can also use HRSA EHBs to perform other activities such as updating addresses, updating email addresses and submitting certain deliverables electronically. Visit <https://grants3.hrsa.gov/2010/WebEPSEExternal/Interface/common/accesscontrol/login.aspx> to use the system. Additional help is available online and/or from the HRSA Call Center at 877-Go4-HRSA/877-464-4772.

Terms and Conditions

Failure to comply with the remarks, terms, conditions, or reporting requirements may result in a draw down restriction being placed on your Payment Management System account or denial of future funding.

Grant Specific Term(s)

1. The funds for this award are in a sub-account in the Payment Management System (PMS). This type of account allows recipients to specifically identify the individual grant for which they are drawing funds and will assist HRSA in monitoring the award. Access to the PMS account number is provided to individuals at the organization who have permissions established within PMS. The PMS sub-account code can be found on the HRSA specific section of the NoA (Accounting Classification Codes). Both the PMS account number and sub-account code are needed when requesting grant funds. **Please note that for new and competing continuation awards issued after 10/1/2020, the sub-account code will be the document number.**
You may use your existing PMS username and password to check your organizations' account access. If you do not have access, complete a PMS Access Form (PMS/FFR Form) found at: <https://pmsapp.psc.gov/pms/app/userrequest>. If you have any questions about accessing PMS, contact the PMS Liaison Accountant as identified at:
<http://pms.psc.gov/find-pms-liaison-accountant.html>
2. As required by the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of Public Law 110-252, recipients must report information for each subaward of \$30,000 or more in Federal funds and executive total compensation, as outlined in Appendix A to 2 CFR Part 170. You are required to submit this information to the FFATA Subaward Reporting System (FSRS) at <https://www.fsrs.gov/> by the end of the month following the month in which you awarded any subaward. The FFATA reporting requirements apply for the duration of the project period and so include all subsequent award actions to aforementioned HRSA grants and cooperative agreement awards (e.g., Type 2 (competing continuation), Type 5 (non-competing continuation), etc.). Subawards to individuals are exempt from these requirements. For more information, visit: <https://www.hrsa.gov/grants/ffata.html>.
3. All post-award requests, such as significant budget revisions or a change in scope, must be submitted as a Prior Approval action via the Electronic Handbooks (EHBs) and approved by HRSA prior to implementation. Grantees under "Expanded Authority," as noted in the Remarks section of the Notice of Award, have different prior approval requirements. See "Prior-Approval Requirements" in the DHHS Grants Policy Statement: <https://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf>.
4. 45 CFR Part 75 applies to all federal funds associated with the award. Part 75 has been effective since December 26, 2014. All references to prior OMB Circulars for the administrative and audit requirements and the cost principles that govern Federal monies associated with this award are superseded by the Uniform Guidance 2 CFR Part 200 as codified by HHS at 45 CFR Part 75.
5. Recipients must monitor subrecipient performance for compliance with federal requirements and performance expectations, including timely Federal Funding Accountability and Transparency Act (FFATA) reporting. Recipients must effectively manage all subrecipients of MIECHV funding to ensure successful performance of the MIECHV Program. Recipients must also execute subrecipient agreements that incorporate all of the elements of 45 CFR 75.352 and, either expressly or by reference, the subrecipient monitoring plan developed by the recipient.
6. The total percent of effort of each personnel on the project must not exceed a sum of 100% FTE on all Federally funded projects. The recipient organization must maintain appropriate documentation ensuring that the total percent of effort for each personnel does not exceed a sum of 100% FTE on all Federally funded projects.

Program Specific Term(s)

1. Recipients must respond to any additional information that is requested through Request For Information within the allotted time. Failure to submit an approvable response may result in further actions including draw-down restrictions.
2. Recipients must participate in regular monitoring activities with their HRSA Project Officers and Grants Management Specialists, as applicable. These monitoring activities will include emails, site visits, and conference calls. The frequency of the conference calls will be at least on a quarterly basis, or more frequently as determined by the Project Officer based on need and risk level. Topics covered will include

program administration, program activities, technical assistance, fiscal issues, performance measures, data and evaluation procedures.

3. Recipients must continue to implement a Performance Measurement Plan approved by HRSA. If a revision is requested by HRSA or the recipient during the period of performance, the amended Performance Measurement Plan must be reviewed and approved by HRSA. New recipients must submit a Performance Measurement Plan to HRSA no later than 90 days from project start date.
4. Recipients must assure participation in any national evaluation activities, if selected to participate.
5. Funds made available to a recipient for a fiscal year shall remain available for expenditure by the recipient through the end of the second succeeding fiscal year after award. Funds awarded for the project period/budget period beginning September 30, 2024 must be obligated by recipients no later than September 29, 2026, and liquidated by December 31, 2026. Award funds that have not been obligated for expenditure by the recipient during the period of availability will be deobligated. They may not be carried over into a subsequent fiscal year.
6. As a recipient of HRSA grants or cooperative agreements, you must comply with all applicable requirements noted in the Notice of Funding Opportunity (HRSA-24-049) as well as the Appendix A Program Requirements and Expectations.
7. Cost sharing or matching is required to qualify for matching funds under the Maternal, Infant, and Early Childhood Home Visiting (MIECHV) Program per the authorizing statute. For matching funds, HRSA will contribute 75% of the funding and eligible entities/recipients will contribute 25% in non-federal funds up to a ceiling amount. The federal obligation is determined by a statutory formula. **Recipients must identify and track federal matching funds separately from federal base funds awarded.** Federal funds awarded are designated in Notice of Award item 39 under sub program code BASE for federal base funds, and sub program code FED MATCH for federal match funds.

Required non-federal funds for federal matching funds awarded are designated in **Notice of Award item 24**. Obligations of non-federal funding, for this purpose, are amounts committed by the eligible entity to support home visiting services delivered in compliance with specified MIECHV requirements (found in the NOFO), reported to the Secretary, and not counted toward meeting the recipient's MIECHV Program Maintenance of Effort (MOE) requirement under 42 U.S.C. 711(f). Non-Federal funds must be obligated by the eligible entity and may consist of amounts made available by state appropriations or other state funding sources, local governments, and/or private entities (including funds made available by gifts, donations, or transfers). Non-Federal obligated amounts may consist of cash and/or third-party in-kind contributions. The recipient must report obligated amounts of non-federal funds to the Secretary through HRSA in the form and frequency determined by the agency.

Non-federal funds must be committed by the eligible entity (generally a state or jurisdiction) but do not need to be obligated by the MIECHV recipient entity (generally a specific state/jurisdiction agency). Where consistent with state law and policy, eligible entities who are non-profit organizations may demonstrate the obligation or commitment of non-Federal funds by the state pursuant to an agreement to this effect with the non-profit recipient entity. The agreement should be documented in writing, such as a memorandum of understanding (MOU) or other binding or official agreement, that reflects both parties' expectations and requirements, including financial and performance reporting requirements.

Recipients will be required to report the federal matching funds and non-federal matching funds in their annual SF-425 federal financial report (FFR). If recipients identified non-federal funds in excess of the amount needed to receive the federal matching funds maximum amount, they will only need to track and report on non-federal funds obligated in the amount commensurate with the federal matching funds that they obligate (for FY 2024, the maximum non-federal funds necessary for tracking is \$241,964).

Standard Term(s)

1. Your organization must have policies, procedures, and financial controls to follow all the General Terms and Conditions. HRSA awards are based on the application submitted and approved by HRSA. All awards are subject to the General Terms and Conditions, in addition to those included in the Notice of Award or referenced in documents and attachments.

Reporting Requirement(s)

1. **Due Date: Annually (Budget Period) Beginning: Budget Start Date Ending: Budget End Date, due 90 days after end of reporting period.**

The recipient must submit, within 90 days after budget period end date, an annual Federal Financial Report (FFR). The report should reflect cumulative reporting within the project period of the document number. All FFRs must be submitted through the Payment Management System (PMS). Technical questions regarding the FFR, including system access should be directed to the PMS Help Desk by submitting a ticket through the self-service web portal (PMS Self-Service Web Portal), or calling 877-614-5533.

2. **Due Date: 10/31/2025**

Recipients must provide an Annual Performance Report, which includes demographic, service utilization, and select clinical indicators and performance indicators and systems outcomes measures into the Home Visiting Information System (HVIS) accessed through the EHBs. Annual performance reports are required and will be consolidated across X10 grants.

Section 1 of the report includes demographic, service utilization, and select clinical indicators including an unduplicated count of enrollees; select demographic and socioeconomic characteristics of enrollees; numbers of households from priority populations; and service utilization

across all models.

Section 2 of the report includes the performance indicators and systems outcomes measures for all 19 constructs defined by HRSA within each of the six benchmark areas.

The annual reporting period is defined as October 1 through September 30 of each year.

3. Due Date: Quarterly (Budget Period) Beginning: Budget Start Date Ending: Budget End Date, due 45 days after end of reporting period.

Recipients must submit Quarterly Performance Reports that include: the number of new and continuing households served; maximum service capacity; identification of local implementing agency (LIA) names and addresses; identification of service areas where households are served by each LIA; identification of evidence-based home visiting models or promising approaches implemented by each LIA; family engagement and retention; and staff recruitment and retention. Recipients are required to report information about MIECHV Program participants and staff supported with X10 funds. These reports are submitted through the HVIS system, accessed through EHBs. The submission due date associated with Quarterly Performance Reports is 45 days from the last day of the reporting period. Quarterly reporting periods are defined as follows:

- Q1 – October 1-December 31
- Q2 – January 1-March 31
- Q3 – April 1-June 30
- Q4 – July 1-September 30

Failure to comply with these reporting requirements will result in deferral or additional restrictions of future funding decisions.

Contacts

NoA Email Address(es):

Name	Role	Email
Christine Sawalha	Program Director, Point of Contact	christine.sawalha@ky.gov
Andrew Waters	Authorizing Official	andrew.waters@ky.gov

Note: NoA emailed to these address(es)

All submissions in response to conditions and reporting requirements (with the exception of the FFR) must be submitted via EHBs. Submissions for Federal Financial Reports (FFR) must be completed in the Payment Management System (<https://pms.psc.gov/>).



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 0167-25

File ID: 0167-25

Type: Resolution

Status: Approved

Version: 1

Contract #: 059-2025

In Control: Urban County
Council

File Created: 02/10/2025

File Name: MetroNet Cable Franchise Settlement Agreement

Final Action: 03/06/2025

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute the Settlement Agreement with CMN-RUS, LLC f/k/a CMN-RUS, Inc. For early termination of its non-exclusive cable franchise, at no cost to the Urban County Government; and further authorizing the early termination of the non-exclusive cable franchise of CMN-RUS, LLC f/k/a CMN-RUS, Inc., effective March 11, 2025, pursuant to, and contingent upon compliance with, the terms of the settlement Agreement. [Dept. of General Services, Ford]

Notes: in clerk's office 2.10.25 AA

Needs OG signature 3/7/2025. MS

SAF in the CCO. Returned to Sandra Lopez via scans 3/21/2025. MS

Sponsors:

Enactment Date: 03/06/2025

Attachments: MetroNet Settlement Agreement - Blue Sheet Memo .pdf, MetroNet Video Termination Letter.pdf, 0167-25- Metronet Settlement Agreement 4937-9697-7949 v.1.docx, R-086-2025, Contract #059-2025

Enactment Number: R-086-2025

Deed #:

Hearing Date:

Drafter: Sandra Lopez

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	02/18/2025	Approved and Referred to Docket	Urban County Council	02/20/2025		Pass
1	Urban County Council	02/20/2025	Received First Reading	Urban County Council	03/06/2025		
1	Urban County Council	03/06/2025	Approved				Pass

Text of Legislative File 0167-25

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute the Settlement Agreement with CMN-RUS, LLC f/k/a CMN-RUS, Inc. For early termination of its non-exclusive cable franchise, at no cost to the Urban County Government; and further authorizing the early termination of the non-exclusive cable franchise of CMN-RUS, LLC f/k/a CMN-RUS, Inc., effective March 11, 2025, pursuant to, and contingent upon compliance with, the terms of the settlement Agreement. [Dept. of General Services, Ford]

Summary

Authorization to execute a settlement Agreement with CMN-RUS, LLC (dba MetroNet) for the early termination of a non-exclusive cable franchise Agreement. As part of the settlement, LFUCG will receive \$20,000 for legal costs and publication expenses. MetroNet will install fiber at its sole expense at 7 LFUCG locations. (L0167-25)(Ford)

Budgetary Implications: N/A

Advance Document Review:

Law: Yes, Completed by Evan P. Thompson, 2/7/2025

Risk Management: No

Fully Budgeted: N/A

Account Number:

This Fiscal Year Impact: \$

Annual Impact: \$

Project:

Activity:

Budget Reference:

Current Balance:



TO: Mayor Linda Gorton
Honorable Members, Urban County Council

FROM: 
Chris Ford, Commissioner of General Services

DATE: February 7, 2025

SUBJECT: Cable Franchise Settlement Agreement -- MetroNet

Request:

Request Council authorization for the Mayor to execute a settlement agreement with CMN-RUS, LLC (dba MetroNet) for the early termination of a non-exclusive cable franchise agreement.

Purpose:

MetroNet has elected to cease offering cable television services to customers in Lexington and will terminate the cable franchise agreement effective March 11, 2025. As part of the settlement agreement, MetroNet has agreed to provide mitigation to impacted cable subscribers in the form of a free Firestick streaming device. Also, MetroNet shall install fiber, at its sole expense, to the following LFUCG public facilities: Fire Stations (1, 2, 12, 14, and 21); the new Douglass Aquatic Center; and Shillito Park. MetroNet shall also pay \$20,000 to LFUCG for legal costs and publication expenses in connection with the settlement agreement.

MetroNet and LFUCG entered into a cable television franchise agreement in 2017, pursuant to Ordinance No. 169 – 2027, with the original term set to expire December 31, 2027.

Budgetary Implication: \$20,000 revenue

Are the funds budgeted? No

File Number: 0167-25

Commissioner: Ford



February 7, 2025

Re: Memorandum on Video Termination Efforts in Lexington, Kentucky

Dear Linda Ain,

The purpose of this Memorandum is to highlight the plan and resources that CMN-RUS, Inc. (“Metronet”) is providing to the citizens of Lexington during, and after, the termination of video.

For some background, Metronet is undergoing a nationwide termination of its video platform, and intends to terminate video in Lexington on March 11th, 2025. Metronet has provided notice to its customers to ensure they are adequately prepared and afforded opportunity to explore other options, and will continue to provide notice up to March 11th, 2025. Metronet will continue to provide the citizens of Lexington with high-speed fiber internet and will assist customers in exploring streaming services as an alternative to linear video. By switching to streaming, most customer will experience savings in costs while still retaining their same channel line-up, including any local programming.

To assist customers in navigating this transition, Metronet has provided, and intends to continue providing, many resources to the Lexington citizens to help them explore alternative options. Metronet has sent out notices to all customers affected by this video turndown. These notices have been in the form of physical letters, emails, and, in some cases, special phone calls to customers who require additional assistance.

Metronet has also implemented many resources to help answer customer questions and show them how to navigate streaming services. Metronet has hosted many “streaming seminars” in our communities for customers to attend. These seminars showcase streaming alternatives, assist customers in navigating and learning how to use these services, and answer any questions customers may have regarding the services. Reception on these seminars have been very well received. Metronet also offers what is referred to as “white glove” services, where we will send a technician to the customer’s household to assist in setting up any new streaming service device, as well as help answer questions on the services. There is also a page on our Metronet website that contains resources and an online tutorial on streaming options. Finally, Metronet provides and will continue to provide a customer care support line for customers to call with any questions.

Please reach out to Kathy M. Scheller at 812-760-9228 or kathy.scheller@metronet.com if there are any questions.

Respectfully,



Scott Wenger
Commercial Operations Attorney

RESOLUTION NO. _____ – 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE THE SETTLEMENT AGREEMENT WITH CMN-RUS, LLC F/K/A CMN-RUS, INC. FOR EARLY TERMINATION OF ITS NON-EXCLUSIVE CABLE FRANCHISE, AT NO COST TO THE URBAN COUNTY GOVERNMENT; AND FURTHER AUTHORIZING THE EARLY TERMINATION OF THE NON-EXCLUSIVE CABLE FRANCHISE OF CMN-RUS, LLC F/K/A CMN-RUS, INC., EFFECTIVE MARCH 11, 2025, PURSUANT TO, AND CONTINGENT UPON COMPLIANCE WITH, THE TERMS OF THE SETTLEMENT AGREEMENT.

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 Settlement Agreement, which is attached hereto and incorporated herein by reference, with CMN-RUS, LLC f/k/a CMN-RUS, Inc., for early termination of its non-exclusive cable franchise.

Section 2 – That, the early termination of the non-exclusive cable franchise of CMN-RUS, LLC f/k/a CMN-RUS, Inc. be and hereby is authorized, effective March 11, 2025, pursuant to, and contingent upon compliance by CMN-RUS, LLC f/k/a CMN-RUS, Inc. with, the terms of the Settlement 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
0167-25:EPT_4937-9697-7949, v. 1

RESOLUTION NO. 086 – 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE THE SETTLEMENT AGREEMENT WITH CMN-RUS, LLC F/K/A CMN-RUS, INC. FOR EARLY TERMINATION OF ITS NON-EXCLUSIVE CABLE FRANCHISE, AT NO COST TO THE URBAN COUNTY GOVERNMENT; AND FURTHER AUTHORIZING THE EARLY TERMINATION OF THE NON-EXCLUSIVE CABLE FRANCHISE OF CMN-RUS, LLC F/K/A CMN-RUS, INC., EFFECTIVE MARCH 11, 2025, PURSUANT TO, AND CONTINGENT UPON COMPLIANCE WITH, THE TERMS OF THE SETTLEMENT AGREEMENT.

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 Settlement Agreement, which is attached hereto and incorporated herein by reference, with CMN-RUS, LLC f/k/a CMN-RUS, Inc., for early termination of its non-exclusive cable franchise.

Section 2 – That, the early termination of the non-exclusive cable franchise of CMN-RUS, LLC f/k/a CMN-RUS, Inc. be and hereby is authorized, effective March 11, 2025, pursuant to, and contingent upon compliance by CMN-RUS, LLC f/k/a CMN-RUS, Inc. with, the terms of the Settlement Agreement.

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

PASSED URBAN COUNTY COUNCIL: March 6, 2025

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0167-25:EPT_4937-9697-7949, v. 1

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into this 11th day of March, 2025, by and between CMN-RUS, LLC f/k/a CMN-RUS, Inc. ("MetroNet") and the Lexington-Fayette County Urban Government ("Lexington"), each of which is a "Party" and together the "Parties";

WHEREAS, MetroNet and Lexington entered into a non-exclusive cable television franchise agreement in 2017 (the "Franchise") pursuant to Ordinance No. 169-2017. The Franchise grants MetroNet to install, operate, and maintain a network of cable television facilities (the "Network") and provide cable television services within Lexington;

WHEREAS, the term of the Franchise is set to expire on December 31, 2027. ("Expiration Date");

WHEREAS, MetroNet has performed work to install the Network in the Lexington rights of way ("ROW");

WHEREAS, MetroNet operates the Network and provides cable television service in Lexington; and

WHEREAS, MetroNet has elected to cease offering cable television services to customers in Lexington and cease operation of the Network, in each case prior to the Expiration Date.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, MetroNet and Lexington agree as follows:

1. INCORPORATION OF RECITALS.

The above recitals are true and correct and are incorporated herein, in their entirety, by this reference.

2. FRANCHISE TERMINATION DATE.

The Parties hereby agree to terminate the Franchise effective March 11, 2025

3. REMOVAL OF FACILITIES.

a. MetroNet agrees to remove any portion of the Network from all ROW and public property within Lexington associated solely with the provision of cable television service.

b. MetroNet agrees to restore all affected sites to their original condition consistent with Ordinance No. 169-2017 and the Lexington Code of Ordinances ("Code"), including but not limited to Chapter 17C of the Code.

c. Nothing herein shall be construed to waive any rights that Lexington may have with respect to the enforcement of the Code obligations on any MetroNet facilities that remain in Lexington's ROW. Such enforcement rights shall extend to facilities owned by any

affiliates of MetroNet or successors to MetroNet. MetroNet agrees to compensate Lexington for any damage resulting from the discontinued use or abandonment of the Network, including all costs which the City may incur to remove any abandoned portion of the Network from the ROW.

4. CONTACT.

MetroNet will provide a phone number and e-mail address for a technical employee who may be contacted for technical questions or issues to request removal of abandoned or unused MetroNet property. MetroNet will provide the name, position title, phone number, and email address of a current MetroNet employee to whom Lexington can deliver any questions or complaints from residents concerning MetroNet's cessation of cable television services to customers.

5. COMPLIANCE WITH ORDINANCE NO. 169-2017.

MetroNet agrees to comply with the following provisions of Ordinance No. 169-2017 until the Expiration Date:

- a. Section 8. LIABILITY AND INSURANCE
- b. Section 9. LETTER OF CREDIT
- c. Section 12. CONDITIONS OF ROAD OCCUPANCY
- d. Section 13. ERECTION, REMOVAL AND COMMON USES OF POLES
- e. Section 14. CONSTRUCTION STANDARDS AND SPECIFICATIONS

MetroNet agrees that, except as provided in federal law, it shall not be excused from complying with any of the terms and conditions of the aforementioned provisions of Ordinance No. 169-2017, by any failure of Lexington, upon any one or more occasions, to insist upon MetroNet's performance or seek MetroNet's compliance with any one or more of such terms or conditions

6. TELECOMMUNICATIONS FRANCHISE.

MetroNet agrees that it will enter into a Telecommunications Franchise with Lexington pursuant to Ordinance No. 69-2016, , by March 11, 2025

7. METRONET SHALL PROVIDE FREE STREAMING DEVICES TO ALL CABLE TELEVISION CUSTOMERS.

- a. At least thirty (30) days prior to terminating the cable television services in Lexington, MetroNet shall provide a Firestick streaming device for free to any current MetroNet cable television customer in Lexington that requests such a device.
- b. MetroNet shall provide educational literature and free classes on how to use the Firestick streaming devices.

- c. MetroNet shall provide at least sixty (60) days prior written notice to all its cable television customers in Lexington that it will be terminating cable television service on March 11, 2025. Said notice shall include information regarding how to request a free Firestick streaming device that will be provided by MetroNet pursuant to the terms set forth in subsection (a) above.

8. METRONET SHALL BUILD FIBER FOR LEXINGTON

MetroNet shall install fiber, at its sole expense, to the following Lexington locations within six (6) months of the adoption of this Agreement:

Location Name	Address
Fire station 1	219 East Third Street
Fire station 2	1276 Eastland Drive
Fire station 12	399 Southland Drive
Fire station 14	1530 Roanoke Road
Fire station 21	3191 Mapleleaf Drive
Shillito Park	300 Reynolds Road
Douglass Aquatic	701 Howard Street

9. FEES AND COSTS

MetroNet shall, within thirty (30) days of the adoption of this Agreement, pay Lexington Twenty Thousand and 00/100 Dollars (\$20,000.00) for the City's legal costs and publication expenses in connection with this Agreement.

10. MISCELLANEOUS TERMS.

- a. Each Party, by execution of this Agreement, does hereby warrant and represent that they are qualified to do business in the Commonwealth of Kentucky, have full right, power and authority to enter into this Agreement and the person signing on behalf of each Party has the power to bind same contractually.
- b. This Agreement may be terminated by any Party, without notice to the non-terminating Party, because of fraud, misappropriation, embezzlement or malfeasance or a Party's failure to perform the duties required under this Agreement.
- c. This Agreement shall not be further amended or modified except by a written instrument signed by MetroNet and Lexington. Nothing herein shall constitute an amendment or modification of the Franchise, or a waiver of any rights held by MetroNet or Lexington under applicable law.

d. This Agreement may be executed in counterparts and each counterpart shall be deemed an original instrument, but all such counterparts together shall constitute a single Agreement.

e. Agreement shall be governed in all respects by applicable federal law and the laws of the Commonwealth of Kentucky and venue for all actions relating hereto shall lie in the federal or state courts in Kentucky.

f. All covenants, representations and obligations contained in this Agreement are deemed to be material conditions of the Agreement.

g. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors, and assigns.

h. If any court of competent jurisdiction holds any provision of this Agreement unenforceable, such provision shall be modified to the extent required to make it enforceable, consistent with the spirit and intent of this Agreement. If such a provision cannot be so modified, the provision shall be deemed separable from the remaining provisions of this Agreement and shall not affect any other provision hereunder.

i. This Agreement is freely and voluntarily executed by each Party, without any duress or coercion, and after each Party has consulted with counsel. Each Party has carefully and completely read all of the terms and provision of this Agreement.

IN WITNESS WHEREOF, each of the parties has executed this Agreement as of the date first written above.

Lexington-Fayette County Urban Government

By: _____

Name: Linda Gorton

Title: Mayer

CMN-RUS, LLC

By: _____

Name: Sarah Overbaugh

Title: CFO



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 0168-25

File ID: 0168-25

Type: Resolution

Status: Approved

Version: 2

Contract #:

In Control: Urban County
Council

File Created: 02/10/2025

Final Action: 03/06/2025

File Name: Request Council authorization to execute Change Order No. 2, final with Lagco, Inc. in the amount of \$42,842.11 for construction of Meadows/Northland/Arlington Public Improvements Project, Phase 6-C1 A & B.

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Change Order No. Two (2) to the Contract with Lagco, Inc., for the construction of the Meadows/Northland/Arlington Public Improvements Project, phase 6-C1 A & B, increasing the Contract price by the sum of \$42,842.11, for a total Contract cost of \$2,488,079.11. [Div. of Engineering, Burton]

Notes:

Sponsors:

Enactment Date: 03/06/2025

Attachments: 25-MNA bluesheet memo-Lagco Change Order 2, LAGCO Change Order #2, Project Map MNA-6C1A & B, 0168-25 - Change Order No. 2 Lagco Inc. 4935-7097-9869 v.1.docx, R-087-2025

Enactment Number: R-087-2025

Deed #:

Hearing Date:

Drafter: John Pinson

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	Urban County Council Work Session	02/18/2025	Approved and Referred to Docket	Urban County Council	02/20/2025		Pass
2	Urban County Council	02/20/2025	Received First Reading	Urban County Council	03/06/2025		
2	Urban County Council	03/06/2025	Approved				Pass

Text of Legislative File 0168-25

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Change Order No. Two (2) to the Contract with Lagco, Inc., for the

construction of the Meadows/Northland/Arlington Public Improvements Project, phase 6-C1 A & B, increasing the Contract price by the sum of \$42,842.11, for a total Contract cost of \$2,488,079.11. [Div. of Engineering, Burton]

Summary

Authorization to execute Change Order No. 2, final, with Lagco, Inc. in the amount of \$42,842.11 for construction of Meadows/Northland/Arlington Public Improvements Project, Phase 6-C1 A & B, increasing the total Contract cost to \$2,488,079.11. Funds are Budgeted. (L0168-25) (Burton/Albright)

Budgetary Implications: Yes

Advance Document Review:

Law: No, N/A

Risk Management: N/A

Fully Budgeted: Yes

Account Number:	3120 303202 3211 91713	\$68,183.11
	4003 303202 3223 91715	-\$25,341.00

This Fiscal Year Impact: \$ 42,842.11

Annual Impact: \$ 0.00

Project: CDBG_2024; MNA_PH6A_2019

Activity: C03; CONSTRUCT

Budget Reference: 2024

Current Balance: 3120 303202 3211 91713 - \$350,753.33



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

**FROM: THERESA REYNOLDS, DIRECTOR
GRANTS & SPECIAL PROGRAMS**

DATE: FEBRUARY 7, 2025

**SUBJECT: Authorization to Execute Change Order No. 2 – final with Lagco, Inc.,
for construction of Meadows/Northland/Arlington Public
Improvement Project, Phase 6-C1 A & B**

Request: Request Council authorization to execute Change Order No. 2, final with Lagco, Inc. in the amount of \$42,842.11 for construction of Meadows/Northland/Arlington Public Improvements Project, Phase 6-C1 A & B.

Why are you requesting? On August 31, 2023 (Resolution No. 445-2023), Council approved the execution of an agreement with Lagco, Inc. in the amount of \$764,812.00 for construction of Meadows/Northland/Arlington Public Improvements Project, Phase 6C-1B. On December 5, 2023 (Resolution No. 636-2023) Council approved Change Order No. 1 that added Phase 6C-1A to complete construction of the project. As the project was split into two phases to best accommodate the use of federal funds as awarded. Change Order No. 2 adjusts bid quantities to the actual construction quantities to complete the project. The Division of Grants and Special Programs concurs with the Division of Engineering's request.

What is the cost in this budget year and future budget years? Cost for Fiscal Year 2025 is \$42,842.11. New contract total is \$2,488,079.11.

Are the funds budgeted? Yes



FUND	DEPT ID	SECTION	ACCOUNT	PROJECT	BUD REF	ACTIVITY	AMOUNT
3120	303202	3211	91713	CDBG_2024	2024	C03	\$68,183.11
4003	303202	3223	91715	MNA_PH6A_2019	2019	CONSTRUCT	- \$25,341.00
						TOTAL	\$42.842.11

File Number: 0168-25

Director/Commissioner: Burton/Albright



LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CONTRACT CHANGE ORDER Page 1 of 7		Date:	January 28, 2025	
		Project:	MNA-6C1-A&B	
		Location:	Alleys & Locust Ave	
		Contract No.	78-2023	
To (Contractor): LagCo, Inc. P.O. Box 12510 Lexington, KY, 40583		Original Contract Amt.	\$764,812.00	
		Cumulative Amount of Previous Change Orders	\$1,680,425.00	
		Percent Change - Previous Change Orders		219.72%
		Total Contract Amount Prior to this Change Order	\$2,445,237.00	
		Change Order No.	2	
You are hereby requested to comply with the following changes from the contract plans and specification;				
Current Change Order				
Item No.	Description of changes-quantities, unit prices, change in completion date, etc.	Decrease in contract price	Increase in contract price	
	See Attached Sheets (pages 2, 3, 4, 5 and 6)			
	Total decrease	\$330,562.43		
	Total increase		\$373,404.54	
	Net Amount of this Change Order	\$42,842.11		
	New Contract Amount Including this Change Order	\$2,488,079.11		
	Percent Change - This Change Order			5.60%
	Percent Change - All Change Orders			225.32%
The time provided for the completion in the contract and all provisions of the contract will apply hereto.				
Recommended by <u>Richard Gammell</u> (Proj. Engr.) Date <u>Jan 28, 2025</u>				
Accepted by <u>Phil Smith</u> (Contractor) Date <u>Jan 28, 2025</u>				
Approved by <u>[Signature]</u> (Director) Date <u>1/29/25</u>				
Approved by <u>Jamary Albright</u> (Commissioner) Date <u>1/31/25</u>				
Approved by _____ (Mayor or CAO) Date _____				

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CONTRACT MODIFICATION					DATE:	January 28, 2025	
					Change Order #:	2	
					CONTRACT #:	78-2023	
Project: MNA-6C1-A&B							
You are hereby requested to comply with the following changes from the contract plans and specifications;							
Item No.	ADD / DEL	Description of changes	Units	Quantity	Unit Price	Decrease in contract price	Increase in contract price
CDBG ITEMS							
A-10	ADD	Flowable Fill/Concrete Cap	CY	2.50	\$ 456.00	\$ -	\$ 1,140.00
A-11	ADD	Remove & Replace 4' Chain Link Fence and Footings	LF	794.00	\$ 84.00	\$ -	\$ 66,696.00
A-12	DEL	Remove & Reset 6' Wood Privacy Fence and Footings	LF	104.00	\$ 108.00	\$ 11,232.00	\$ -
A-13	DEL	Remove & Replace 6' Wood Privacy Fence and Footings	LF	21.00	\$ 108.00	\$ 2,268.00	\$ -
A-14	ADD	Asphalt Pavement Surface - Roadway Reconstruction	TON	59.00	\$ 160.00	\$ -	\$ 9,440.00
A-15	DEL	Asphalt Pavement Surface - Driveway Reconstruction	TON	19.00	\$ 863.00	\$ 16,397.00	\$ -
A-16	ADD	Asphalt Pavement Binder – Roadway Reconstruction	TON	93.00	\$ 121.00	\$ -	\$ 11,253.00
A-17	ADD	6” Depth Concrete Residential Driveway Reconstruction	SY	154.88	\$ 173.00	\$ -	\$ 26,794.24
A-18	ADD	DGA - Residential Driveway Reconstruction	TON	189.58	\$ 45.00	\$ -	\$ 8,531.10
A-19	ADD	DGA - Sidewalk Reconstruction	TON	130.23	\$ 45.00	\$ -	\$ 5,860.35
A-20	ADD	DGA - Roadway Reconstruction	TON	1538.85	\$ 35.00	\$ -	\$ 53,859.75
A-21	ADD	No. 2 Stone Bridging – Roadway Reconstruction	TON	149.89	\$ 79.00	\$ -	\$ 11,841.31
A-22	ADD	LFUCG Curb & Gutter Type 1 – Roadway Construction	LF	410.00	\$ 36.00	\$ -	\$ 14,760.00
A-24	ADD	Biaxial Geogrid Type 2	SY	1798.33	\$ 6.00	\$ -	\$ 10,789.98
A-26	ADD	Concrete Retaining Wall w/solid PVC thru-wall drain pipe & animal guard/screen	CY	4.92	\$ 3,086.00	\$ -	\$ 15,183.12
A-27	DEL	ADA Tactile Warning Tile – Installation ONLY – Pavers provided by Owner	SF	42.00	\$ 24.00	\$ 1,008.00	\$ -

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT					DATE:		January 28, 2025	
CONTRACT MODIFICATION					Change Order #:		2	
Project: MNA-6C1-A&B					CONTRACT #:		78-2023	
You are hereby requested to comply with the following changes from the contract plans and specifications;								
Item No.	ADD / DEL	Description of changes	Units	Quantity	Unit Price	Decrease in contract price	Increase in contract price	
A-28	DEL	Geotextile Fabric	SY	1044.00	\$ 3.00	\$ 3,132.00	\$ -	
A-29	DEL	4-1/2 inch Depth Concrete Walkway with Reinforcement - Public Street	SY	120.22	\$ 88.00	\$ 10,579.36	\$ -	
A-30	ADD	4-1/2 inch Depth Concrete Walkway with Reinforcement - Residential	SY	45.88	\$ 88.00	\$ -	\$ 4,037.44	
A-31	ADD	6-inch Depth Concrete Driveway Entrance Apron with reinforcement	SY	104.21	\$ 149.00	\$ -	\$ 15,527.29	
A-32	DEL	Metal Railing for Top of Retaining Wall	LF	339.00	\$ 383.00	\$ 129,837.00	\$ -	
A-35	ADD	Storm Pipe (15" Dia.)	LF	33.00	\$ 117.00	\$ -	\$ 3,861.00	
A-36	DEL	Storm Pipe (18" Dia.)	LF	12.00	\$ 152.00	\$ 1,824.00	\$ -	
A-38	ADD	Seeding and Protection	SY	2232.00	\$ 5.00	\$ -	\$ 11,160.00	
A-39	DEL	Sod	SY	341.00	\$ 22.00	\$ 7,502.00	\$ -	
A-41	DEL	Video Inspection of All New Storm Sewer Piping	LF	313.00	\$ 6.00	\$ 1,878.00	\$ -	
A-51	ADD	Remove 2 trees and grind stumps - on Locust Ave	LS	1.00	\$ 2,915.00	\$ -	\$ 2,915.00	
A-52	ADD	Install catch basin for pipe replacement	LS	1.00	\$ 5,681.00	\$ -	\$ 5,681.00	
A-53	ADD	Tree & Stump Removal - 1 on Locust and 1 on Highlawn	LS	1.00	\$ 3,945.00	\$ -	\$ 3,945.00	
A-54	ADD	Extra Drainage work on Residences	LS	1.00	\$ 3,609.85	\$ -	\$ 3,609.85	
A-55	ADD	Repair/Replace Lamp Post	LS	1.00	\$ 4,200.00	\$ -	\$ 4,200.00	
A-56	ADD	Additional Fence Work (PVC Fence)	LF	96.00	\$ 83.63	\$ -	\$ 8,028.48	
B-11	DEL	Remove & Replace 4' Chain Link Fence and Footings	LF	140.00	\$ 84.00	\$ 11,760.00	\$ -	

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT				DATE:		January 28, 2025	
CONTRACT MODIFICATION				Change Order #:		2	
				CONTRACT #:		78-2023	
Project: MNA-6C1-A&B							
You are hereby requested to comply with the following changes from the contract plans and specifications;							
Item No.	ADD / DEL	Description of changes	Units	Quantity	Unit Price	Decrease in contract price	Increase in contract price
B-12	DEL	Remove & Reset 6' Wood Privacy Fence and Footings	LF	25.00	\$ 108.00	\$ 2,700.00	\$ -
B-13	DEL	Remove & Replace 6' Wood Privacy Fence and Footings	LF	50.00	\$ 108.00	\$ 5,400.00	\$ -
B-14	ADD	Asphalt Pavement Surface - Roadway Reconstruction	TON	63.21	\$ 160.00	\$ -	\$ 10,113.60
B-15	DEL	Asphalt Pavement Surface - Driveway Reconstruction	TON	13.00	\$ 863.00	\$ 11,219.00	\$ -
B-16	ADD	Asphalt Pavement Binder – Roadway Reconstruction	TON	119.08	\$ 121.00	\$ -	\$ 14,408.68
B-18	DEL	DGA - Residential Driveway Reconstruction	TON	67.78	\$ 45.00	\$ 3,050.10	\$ -
B-20	ADD	DGA - Roadway Reconstruction	TON	191.82	\$ 35.00	\$ -	\$ 6,713.70
B-21	DEL	No. 2 Stone Bridging – Roadway Reconstruction	TON	252.59	\$ 79.00	\$ 19,954.61	\$ -
B-23	DEL	Asphalt Curb Replacement	LF	80.00	\$ 50.00	\$ 4,000.00	\$ -
B-24	DEL	Biaxial Geogrid Type 2	SY	1486.56	\$ 6.00	\$ 8,919.36	\$ -
B-28	DEL	Geotextile Fabric	SY	1531.00	\$ 3.00	\$ 4,593.00	\$ -
B-38	ADD	Seeding and Protection	SY	183.33	\$ 5.00	\$ -	\$ 916.65
B-39	DEL	Sod	SY	265.00	\$ 22.00	\$ 5,830.00	\$ -
TOTAL CDBG ITEMS						\$ 263,083.43	\$ 331,266.54

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
CONTRACT MODIFICATION**

DATE: January 28, 2025
Change Order #: 2
CONTRACT #: 78-2023

Project: MNA-6C1-A&B

You are hereby requested to comply with the following changes from the contract plans and specifications:

Item No.	ADD / DEL	Description of changes	Units	Quantity	Unit Price	Decrease in contract price	Increase in contract price
SANITARY SEWER ITEMS							
A-44	DEL	LFUCG Sanitary Manhole Type "A" 4' Dia.	EA	4	\$ 6,114.00	\$ 24,456.00	\$ -
A-45	DEL	8" PVC Sanitary Sewer	LF	117	\$ 193.00	\$ 22,581.00	\$ -
A-46	DEL	6" Dia. PVC Lateral Sanitary Sewer Pipe	LF	45	\$ 84.00	\$ 3,780.00	\$ -
A-47	DEL	Exterior LFUCG Cleanout	EA	5	\$ 1,382.00	\$ 6,910.00	\$ -
A-48	DEL	6" x 8" PVC Tees	EA	6	\$ 264.00	\$ 1,584.00	\$ -
A-49	DEL	Connect Existing Sanitary Pipe to new Manhole	EA	2	\$ 1,676.00	\$ 3,352.00	\$ -
A-50	DEL	Cleaning and Video of New Sanitary Sewer Pipe	LF	117	\$ 8.00	\$ 936.00	\$ -
B-44	ADD	LFUCG Sanitary Manhole Type "A" 4' Dia.	EA	2	\$ 6,629.00	\$ -	\$ 13,258.00
B-45	ADD	8" PVC Sanitary Sewer	LF	89	\$ 166.00	\$ -	\$ 14,774.00
B-46	ADD	6" Dia. PVC Lateral Sanitary Sewer Pipe	LF	143	\$ 84.00	\$ -	\$ 12,012.00
B-47	ADD	Exterior LFUCG Cleanout	EA	1	\$ 1,382.00	\$ -	\$ 1,382.00
B-48	DEL	6" x 8" PVC Tees	EA	2	\$ 264.00	\$ 528.00	\$ -
B-49	DEL	Connect Existing Sanitary Pipe to new Manhole	EA	2	\$ 1,676.00	\$ 3,352.00	\$ -
B-50	ADD	Cleaning and Video of New Sanitary Sewer Pipe	LF	89	\$ 8.00	\$ -	\$ 712.00
TOTAL SANITARY SEWER ITEMS						\$ 67,479.00	\$ 42,138.00

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
CONTRACT MODIFICATION

DATE: January 28, 2025			
Change Order #: 2			
CONTRACT #: 78-2023			

Project: MNA-6C1-A&B

You are hereby requested to comply with the following changes from the contract plans and specifications;

Item No.	ADD / DEL	Description of changes	Units	Quantity	Unit Price	Decrease in contract price	Increase in contract price
Total decrease						\$ 330,562.43	
Total increase							\$ 373,404.54
Net Difference in contract price							\$ 42,842.11

Page 7 of 7		
JUSTIFICATION FOR CHANGE	PROJECT:	MNA-6C1-A&B
	CONTRACT NO.	78-2023
	CHANGE ORDER:	2

- Necessity for change: To adjust final quantities for final payment.
- Is proposed change an alternate bid? Yes ☐ No ☒
- Will proposed change alter the physical size of the project? Yes ☐ No ☒
If "Yes", explain....
- Effect of this change on other prime contractors: N/A
- Has consent of surety been obtained? Yes ☐ Not Necessary ☒
- Will this change affect expiration or extent of insurance coverage? Yes ☐ No ☒
If "Yes", will the policies be extended? Yes ☐ No ☒
- Effect on operation and maintenance costs: N/A
- Effect on contract completion date: No. Final Adjusting Change Order. Project was Substantial Completion before November 26, 2024.

_____ Mayor
_____ Date

CONTRACT HISTORY FORM

Project Name: Meadows-Northland-Arlington Phase 6C1-A&B

Contractor: Lagco, Inc.

Contract Number and Date: 78-2023 (August 31, 2023)

Responsible LFUCG Division: Engineering

CONTRACT AND CHANGE ORDER DETAILS

A. Original Contract Amount: \$ 764,812.00
Next Lowest Bid Amount: N/A

B. Amount of Selected Alternate or Phase: \$ 0.00

C. Cumulative Amount of All Previous Alternates or Phases: \$ 764,812.00


D. Amended Contract Amount: \$ 764,812.00

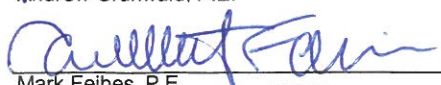
E. Cumulative Amount of All Previous Change Orders: \$ 1,680,425.00 219.7%
(Line E / Line D)


F. Amount of This Change Order: 2 \$ 42,842.11 5.6%
(Line F / Line D)

G. Total Contract Amount: \$ 2,488,079.11

SIGNATURES


Project Manager:  Date: JAN 28, 2025
Andrew Grunwald, P.E.

Reviewed by:  Date: 01/29/25
Mark Feibes, P.E.

Division Director:  Date: 1/29/25
W. Douglas Burton, P.E.

C:\INGDATA\TECDES\GLOCKHART\Land Projects 2023\MNA-6C1A Site Location 10302023.dwg, 10/30/2023 3:22:19 PM, KONICA MINOLTA C368SeriesPS



 LEXINGTON
DIVISION OF ENGINEERING
PROJECT LOCATION MAP MNA-6C1A (Locust Ave) MNA-6C1B (Alleys)
10/30/2023 <small>DATE</small>

RESOLUTION NO. _____ - 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER NO. TWO (2) TO THE CONTRACT WITH LAGCO, INC., FOR THE CONSTRUCTION OF THE MEADOWS/NORTHLAND/ARLINGTON PUBLIC IMPROVEMENTS PROJECT, PHASE 6-C1 A & B, INCREASING THE CONTRACT PRICE BY THE SUM OF \$42,842.11, FOR A TOTAL CONTRACT COST OF \$2,488,079.11.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute Change Order No. Two (2), which is attached hereto and incorporated herein by reference, to the Contract with Lagco, Inc., for the construction of the Meadows/Northland/Arlington Public Improvements Project, Phase 6-C1 A & B, increasing the contract price by the sum of \$42,842.11 for a total contract cost of \$2,488,079.11.

Section 2 - That an amount, not to exceed the sum of \$42,842.11, be and hereby is approved for payment to Lagco, Inc., pursuant to the terms of the Change Order.

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

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0168-25:WDR:4935-7097-9869, v. 1

RESOLUTION NO. 087 - 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER NO. TWO (2) TO THE CONTRACT WITH LAGCO, INC., FOR THE CONSTRUCTION OF THE MEADOWS/NORTHLAND/ARLINGTON PUBLIC IMPROVEMENTS PROJECT, PHASE 6-C1 A & B, INCREASING THE CONTRACT PRICE BY THE SUM OF \$42,842.11, FOR A TOTAL CONTRACT COST OF \$2,488,079.11.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute Change Order No. Two (2), which is attached hereto and incorporated herein by reference, to the Contract with Lagco, Inc., for the construction of the Meadows/Northland/Arlington Public Improvements Project, Phase 6-C1 A & B, increasing the contract price by the sum of \$42,842.11 for a total contract cost of \$2,488,079.11.

Section 2 - That an amount, not to exceed the sum of \$42,842.11, be and hereby is approved for payment to Lagco, Inc., pursuant to the terms of the Change Order.

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

PASSED URBAN COUNTY COUNCIL: March 6, 2025

MAYOR 

ATTEST:


CLERK OF URBAN COUNTY COUNCIL
0168-25:WDR:4935-7097-9869, v. 1



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 0172-25

File ID: 0172-25

Type: Resolution

Status: Approved

Version: 1

Contract #: 054-2025

In Control: Urban County
Council

File Created: 02/10/2025

File Name: 25-0039- The POST Agreement - Police Testing

Final Action: 03/06/2025

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement with Stanard & Associates, Inc., for the Police Officer Selection Test for LFUCG Police Recruit candidates, at a cost not to exceed \$4,500. [Div. of Human Resources, George]

Notes: SAF in the CCO. Copies returned to Alana Morton 3/18/2025. MS

Sponsors:

Enactment Date: 03/06/2025

Attachments: Bluesheet Memo 25-0039, RESO 172-25 Agreement with Stanard & Associates for Police Officer Selection Test 4904-3025-8716 v.1.docx, R-088-2025, Contract #054-2025

Enactment Number: R-088-2025

Deed #:

Hearing Date:

Drafter: Alana Morton

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	02/18/2025	Approved and Referred to Docket	Urban County Council	02/20/2025		Pass
1	Urban County Council	02/20/2025	Received First Reading	Urban County Council	03/06/2025		
1	Urban County Council	03/06/2025	Approved				Pass

Text of Legislative File 0172-25

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement with Stanard & Associates, Inc., for the Police Officer Selection Test for LFUCG Police Recruit candidates, at a cost not to exceed \$4,500. [Div. of Human Resources, George]

Summary

Authorization to execute a test licensing Agreement with Stanard and Associates, Inc. to administer Police Officer Selection Test (POST) for Police Recruit candidates. The cost is

not to exceed \$4,500. Funds are Budgeted. (L0172-25) (George/Hamilton)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: Yes, Completed by Michael Cravens, February 10, 2025

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

Fully Budgeted [select]: Yes

Account Number: 1101-160502-1821-71299

This Fiscal Year Impact: \$

Annual Impact: \$

Project:

Activity:

Budget Reference:

Current Balance: \$30,585.09



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: February 10, 2025

SUBJECT: Purchase and Test Security Agreement – Stanard & Associates

Request:

The attached action authorizes a test licensing agreement between Stanard and Associates, Inc. and the Lexington-Fayette Urban County Government in order to administer their Police Officer Selection Test (POST) for police recruit candidates.

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

The cost is not to exceed \$4,500 and will be funded from the division's Professional Services/Police account (1101-160502-1821-71299).

File Number: 0172.25

Director/Commissioner:

Glenda Humphrey George/Sally Hamilton

If you have any questions need additional information, please contact Alana Morton at (859) 258-3037.



RESOLUTION NO. _____ - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH STANARD & ASSOCIATES, INC., FOR THE POLICE OFFICER SELECTION TEST FOR LFUCG POLICE RECRUIT CANDIDATES, AT A COST NOT TO EXCEED \$4,500.00.

—

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 the Agreement, which is attached hereto and incorporated herein by reference, with Stanard & Associates, Inc., for police offer selection tests for LFUCG police recruit candidates, at a cost not to exceed \$4,500.00.

Section 2 – That an amount, not to exceed the sum of \$4,500.00, be and hereby is approved for payment to Stanard & Associates, Inc., from account # 1101 – 160502 – 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
0172-25:MSC:4904-3025-8716, v. 1

RESOLUTION NO. 088 - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH STANARD & ASSOCIATES, INC., FOR THE POLICE OFFICER SELECTION TEST FOR LFUCG POLICE RECRUIT CANDIDATES, AT A COST NOT TO EXCEED \$4,500.00.

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 the Agreement, which is attached hereto and incorporated herein by reference, with Stanard & Associates, Inc., for police offer selection tests for LFUCG police recruit candidates, at a cost not to exceed \$4,500.00.

Section 2 – That an amount, not to exceed the sum of \$4,500.00, be and hereby is approved for payment to Stanard & Associates, Inc., from account # 1101 – 160502 – 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: March 6, 2025

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0172-25:MSC:4904-3025-8716, v. 1

Order Form

The National

Police Officer Selection Test



Selection
System™ -
Selecting
Tomorrow's
Leaders... Today

How to Complete Your Order Form

Following the directions given below, complete pages 3 and 4 via your computer directly in this PDF file. Then using your digital signature sign the Purchase and Security Agreement, save the file and email both pages to stanard@kypolicechiefs.org. Or you can print the completed order form, manually sign the agreement then email or mail the documents to the Kentucky Association of Chiefs of Police. Note: the most current version of Adobe Reader is required to use the fillable PDF option. Go to www.adobe.com for information.

A. General Information

- Ship to:** List the person who is authorized to receive the shipment of test materials. Be sure to provide the complete shipping address, including name of agency or city/county/university department and room number, suite or floor if needed. We can not ship to a P.O. Box. Most orders are shipped UPS Ground and it is critical to have accurate zip code information.
- Bill to:** List the person responsible for paying for the testing materials and their complete mailing address.

B. Testing Information and Test Format

- Test Format:** Please indicate whether you would like the exams scored by Stanard & Associates, Inc. or the agency-scored version.
- Form Type:** Because we have multiple forms of the POST, please specify which form you wish to order. It is also acceptable to indicate 'same' or 'alternate', which tells us you want the same form as your last order or an alternate form. If you want to discuss this with one of our staff, please call the Kentucky Association of Chiefs of Police at 270-871-2040.
- Test Materials Arrival Date:** List the date by which you wish to receive test materials. If no date is listed, materials will be shipped 2-3 days after receipt of order form.
- Test Date(s):** For invoicing purposes we need you to please indicate your agency's test date(s) or approximate date. If you plan to keep unused booklets for future testing please check the box instructing us to invoice now for all testing materials ordered.
- Test Results Date:** If Stanard & Associates, Inc. is scoring the exams, please indicate your preferred date for receiving results.

C. Test Cutoff Score *(Please select ONE of the four options if Stanard & Associates, Inc. is scoring)*

- Test Cutoff Scores:** For test scoring and reporting purposes, please specify the cutoff score your agency uses. Cutoff scores are based on a number of considerations which are unique to each hiring agency, such as local civil service rules/guidelines, hiring objectives and concerns about adverse impact against protected groups. While making the decision about what cutoff score to be used is ultimately your agency's responsibility, please call S&A at 800-367-6919 should you wish to discuss your agency's needs with a consultant.

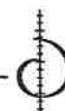
D. Price Grids

- Price Grids:** Please fill out the price grid appropriate for the type of test you are selecting. Volume discounts are based on the number of tests purchased. Unused agency-scored tests can be returned to Stanard & Associates, Inc. for a refund within 14 days of Test Date. Agencies will be invoiced for all tests ordered if unused booklets are not returned within 14 days of Test Date. If you choose to have Stanard & Associates, Inc. score, all unused test booklets should be returned with the booklets to be scored within 14 days of Test Date. To avoid invoicing for all tests ordered, Test Date shall not extend beyond 30 days of Test Materials Arrival Date. The cost of the Administration Guide, the Examiner's Manual and Study Guide is not refundable.

E. Test Results Format *(Please select ONE of the three options if Stanard & Associates, Inc. is scoring)*

- Option I** Alphabetical list of individuals who passed the test and their percent correct on each section, and an alphabetical list of individuals who failed and their percent correct on each section.
- Option II** Alphabetical list of all individuals with pass or fail indication.
- Option III** Rank-ordered list of all individuals by overall score.

PLEASE READ AND SIGN THE PURCHASE AND SECURITY AGREEMENT ON THE BACK OF THE ORDER FORM AND EMAIL TO THE KENTUCKY ASSOCIATION OF CHIEFS OF POLICE AT stanard@kypolicechiefs.org. NO ORDER WILL BE PROCESSED WITHOUT RECEIPT OF THE PURCHASE AND SECURITY AGREEMENT.



The National Police Officer Selection Test (POST) Order Form

(Please see directions for completing the Order Form on the facing page)

A. General Information

Ship to:

Bill to:

Name: Robin Brooks		Name: Alana Morton	
Title/Rank: Human Resources Generalist		Title/Rank: Administrative Specialist Principal	
Agency: Lexington Fayette Urban Co Govt		Agency: Lexington Fayette Urban Co Govt	
Street Address, Room, Floor: 200 E. Main Street, 8th Floor (No P.O. Box):		Billing Address, Room, Floor: 200 E. Main Street, 8th Floor	
City, State & Zip: Lexington, KY 40507		City, State & Zip: Lexington, KY 40507	
Phone: 859/258-3038	E-Mail: rbrooks@lexingtonky	Phone: 859/258-3037	E-Mail: amorton@lexingtonky.gov
Ordered by (print name): Robin Brooks		<input type="checkbox"/> This is our agency's first POST order <input checked="" type="checkbox"/> Re-order	

B. Testing Information and Test Format

☐ Scored by Stanard & Associates, Inc.
 ☒ Agency-Scored Test
 Form Type (A, B, C, D) C

Test Materials Arrival Date: 2/21/25

Test Date(s): 03/01/25 and _____ OR Check Here ☒ Instructing us to invoice now for all testing materials ordered.

Test Results Date: If scored by Stanard & Associates, Inc., what date would you like your results: _____
 Turnaround time is approximately 5-10 working days from the time Stanard & Associates, Inc. receives the completed tests; however this may vary according to volume. If there is a conflict concerning your request date, Stanard & Associates, Inc. will call to discuss.

C. Test Cutoff Score

(Please select ONE of the four options if Stanard & Associates, Inc. is scoring)

- 1.) ☐ Overall Score Cutoff only: _____ %
- 2.) ☐ Per Section Cutoff: _____ % for Math.; _____ % for Read. Comp.; _____ % for Grammar; _____ % for Incident Report Writing
- 3.) ☐ No Cutoff Score (i.e., a rank-ordered list of candidates' scores)
- 4.) ☐ Other (please describe): _____

D. Price Grids

Test(s) Scored by Stanard & Associates, Inc.

(Price includes test booklet, scoring and reporting of test results)

# of Tests	1-250	251-500	501+	Quantity	Subtotal
POST	\$24.50	\$23.50	\$22.00		
Administration Guide*	\$8.00				
Study Guide	\$7.50				

* One Administration Guide must be purchased with first order

Subtotal***

Test(s) Scored by User Agency (Agency-Scored)

# of Tests	1-250	251-500	501+	Quantity	Subtotal
POST	\$21.50	\$20.50	\$19.50	200	\$4,300.00
Examiner's Manual*	\$10.00				
Study Guide	\$7.50				

* One Examiner's Manual must be purchased with first order

Subtotal*** \$4,300.00

****All agencies will be invoiced for shipping and handling charges. Unless instructed otherwise, S&A will select the most economical UPS service required to meet the requested Test Materials Arrival Date. If needed, you can call for an estimate of these costs.**

E. Test Results Format

Please select one

- ☐ Option 1
☐ Option 2
☐ Option 3

E-Mail or Mail to Place Your Order Kentucky Association of Chiefs of Police

Email Order & Security Agreement To:

stanard@kypolicechiefs.org

For assistance call: 859-991-0661

Mail To:

Kentucky Association of Chiefs of Police
 P.O. Box 206
 Alexandria, KY 41001

The National Police Officer Selection Test (POST) Purchase and Test Security Agreement

- ✓ The National Police Officer Selection Test (POST, hereafter) will be kept in locked files.
- ✓ This agreement applies to users of the POST and POST-related materials, including public safety agencies, employment agencies, or other entities that use the POST to guide personnel decisions.
- ✓ Access to the POST will be by authorized personnel only.
- ✓ POST materials cannot be reproduced for any purpose.
- ✓ POST will not be supplied to anyone for advance study or after the examination period.
- ✓ This purchase agreement can only be modified with written approval by Stanard & Associates, Inc. (S&A).

Payment

For tests scored by S&A, full payment is due upon delivery of hard copy test results and invoice. Agency-scored POST users will be invoiced approximately two weeks after test date. Full payment is due upon receipt of invoice. **Your Agency will be invoiced by the Kentucky Association of Chiefs of Police. Please direct invoicing-related inquiries to your Association contact person.**

Returns

To avoid being invoiced for all test booklets ordered, all unused agency-scored tests must be returned within 14 days of the test date. If the user chooses to have S&A score the tests, the user is required to return all used and unused test booklets to S&A within 14 days of the test date.

Shipping

All test materials must be packaged securely for shipping and a carrier with electronic tracking capabilities must be used (e.g., UPS or Federal Express.) If materials are returned damaged because of improper packing or are lost in transit, the user is solely responsible for all damaged or missing booklets.

Copyright and Test Security

No agency, licensee or end user of the POST or POST guides is authorized to publish, reproduce, or adapt these materials for any purpose or by any means, including photoduplication. Duplication of testing materials is strictly prohibited. Should any POST materials become involved in legal proceedings, the user (1) will inform all parties to the legal proceedings of the terms of this agreement and all confidentiality provisions, (2) will immediately notify S&A in writing of the legal proceedings, and (3) will obtain an enforceable protective order to protect and secure the confidentiality of the POST test and POST-related materials and to limit and restrict disclosure to the fullest extent permitted by the court and court rules.

Use of the Test

POST materials received from S&A will be used only for the official purpose of the named user. Under no circumstances will POST materials be available for study, copying, photographing, reproduction or re-publication, in whole or in part. Only authorized persons will have access to test materials, and test materials will not be loaned, given, sold or otherwise made available to any unauthorized person. It is the user agency's responsibility to ensure that the hiring process, and all uses and applications of this exam, including cutoff scores, complies with all applicable laws, regulations and professional guidelines for employee selection. While S&A has completed a nationwide job analysis study demonstrating the job-relatedness of the POST for its intended use, it is the exclusive responsibility of the user to obtain sufficient evidence that the skills measured by the POST are valid job requirements.

Limitation of Liability

In no event will S&A be liable for any indirect, consequential, exemplary, or special damages arising out of this agreement or purchase or use of POST products. The user agrees that S&A is not responsible for any liability or expense incurred by the user arising out of any claim asserted by any third party that relates to use of POST test materials. S&A's total liability to the user of POST test materials is limited to the user's total purchase price paid for the POST test materials.

Authorized Signatory

The person signing this agreement on behalf of the user agency has the full authority to enter into this agreement on behalf of the user and is authorized to bind the user to the terms of this agreement. S&A reserves the right to require the signature on this agreement of any other officer, employee or agent of the user agency who is now, or later becomes, responsible for test administration.

Termination

S&A and the Kentucky Association of Chiefs of Police have the right to terminate this agreement and withhold or recall POST materials if terms and conditions of this agreement are believed to have been violated.

To maintain the reliability and validity of the POST, the individual who signs this agreement accepts, on behalf of the agency, to comply with the terms and conditions of the purchase and security agreement.

Linda Gorton, Mayor

Print Name and Title

Linda Gorton

Signature

3/18/25

Date

Lexington Fayette Urban Co Govt

Name of Agency/Organization

200 E. Main Street

Address

Lexington, KY 40507

City/State/Zip

Phone

Email



**Stanard
& Associates, Inc.**

Data for Decisions in Management

Quality Through Selection

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