

Lexington-Fayette Urban County Government

*200 E. Main St
Lexington, KY 40507*



Docket

Tuesday, October 14, 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**

- a [0988-25](#) Table of Motions: Council Work Session, October 7, 2025

Attachments: [TOM 100725](#)

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

- a [0986-25](#) Council Capital Projects, October 14, 2025

Attachments: [Capital List 10.14.25](#)

- b [0983-25](#) Summary: Social Services and Public Safety Committee, August 26, 2025

Attachments: [ssps_summary_2025-08-26](#)

- c [0984-25](#) Summary: Special Social Services and Public Safety Committee, August 26, 2025

Attachments: [ssps_special_summary_2025-08-26](#)

- d [0989-25](#) Proclamation: Code Enforcement Month

- e [0990-25](#) Presentation: ARPA Annual Report

Attachments: [ARPA Annual Report Council Work Session Oct 2025](#)

XI. Council Reports

XII. Public Comment - Issues Not on Agenda

XIII. Adjournment

Administrative Synopsis - New Business Items

- a **0928-25** Authorization to execute a first amendment to an agreement (Reso. 400-2023) with the Hope Center, Inc. to provide additional funding in the amount of \$218,452.00 for expansion of homeless street outreach services, for a total cost not to exceed \$535,092.00. Funds are budgeted. (L0928-25) (Herron/Lanter)
- Attachments:** [25-Blue Sheet Memo-OHPI HOPE CENTER SO EXPANSION](#)
[Hope Center PSA \(RFP 24-2023\) First Amendment .1 . 4909-2149-2074 - FIH](#)
[FY26 - Outreach Expansion Budget](#)
[RFP Pkg 24-2023](#)
[Hope Center Response - RFP 24-2023](#)
[Executed Agreement](#)
[R-400-2023](#)
[Executed Agreement - Renewal - Hope Center Street Outreach](#)
[RES 450-2024](#)
- b **0931-25** Authorization to approve an FY26 (Class A Neighborhood) Stormwater Quality Projects Incentive Grant for Garden Meadows Homeowners Association Inc. in the amount of \$116,400.00 to improve water quality and reduce stormwater runoff in the Garden Meadows neighborhood by using trees. Funds are budgeted. (L0931-25)(Martin/Albright)
- Attachments:** [Blue Sheet Memo](#)
[FY26 Class A Garden Meadows HOA - Council Map](#)
[FY26 Class A Grant Award Agreement Garden Meadows HOA grantee sign:](#)
- c **0940-25** Authorization to enter into a purchase agreement with Stonewell Bodies and Machine Inc. for (1) Command Access Vehicle Box at the cost of \$89,469.50. A price contract for Stonewell Bodies and Machine Inc. was established on February 6, 2025 (reso #033-2025). Funds are budgeted. (L0940-25)(Wells/Armstrong)
- Attachments:** [Stonewell Bodies and Machines Blue sheet Memo 092025](#)
[Stonewell Contract Command Access Vehicle 092025](#)
- d **0944-25** Authorization to enter into a purchase agreement with American Response Vehicles for (1) AEV XX-Series Aluminum Medium Duty Custom Ambulance at the cost of \$447,796.45. This is a Houston-Galveston Area Cooperative contract. Funds are budgeted. (L0944-25)(Wells/Armstrong)
- Attachments:** [ARV Blue sheet Memo 092025](#)
[ARV Sales Agreement 092025](#)

- e **0950-25** Authorization to purchase cardiac monitors from ZOLL, a sole source provider, to replace the monitors that are needed this cycle. To maintain the replacement cycle, the division annually budgets to replace three to four monitors along with ancillary equipment. At a cost of \$185,376.75. Funds are budgeted. (L0950-25) (Wells/Armstrong)
- Attachments:* [Zoll sole source Blue sheet Memo_092025](#)
 [ZOLL Sole Source Justification 2025](#)
 [Zoll quote_092025](#)
- f **0952-25** Authorization to approve a memorandum of agreement with the Downtown Lexington Management District to provide funding for up to two additional Office of the Fayette County Sheriff Deputies to patrol the downtown area for the period of September 3, 2025 through October 31, 2025. At a cost of \$50,000. Funds are budgeted. (L0952-25)(Atkins)
- Attachments:* [DLMD Security Blue Sheet 2025](#)
 [DLMD Security Signed Agreement September 2025](#)
- g **0969-25** Authorization to accept additional federal funds in the 2025 Consolidated Plan from the U.S. Department of Housing and Urban Development HOME Investment Partnerships Program funds in the amount of \$1,946.86 and to execute any other agreements or amendment with subrecipients related to the use of HOME Investment Partnerships funds. No match is required. (L0969-25) (Reynolds/Lanter)
- Attachments:* [26 - Blue Sheet Memo FY25 Con Plan](#)
 [BA 13941 add'l funds](#)
 [R04 M25MC210201 - Executed HOME GA - Lexington](#)
 [Resolution 190-2025](#)
- h **0976-25** Authorization to accept \$150,000 from and execute a Memorandum of Understanding with Blue Grass Community Foundation in support of the Main & Vine Streetscape Plantings & Amenities Redesign plan and its implementation. No matching funds are required. Budget amendment in process. (L0976-25) (Peacher/Scott)
- Attachments:* [26 - Blue Sheet Memo BGCF Award Main+Vine](#)
 [Corridors Commission October 2025](#)
- i **0977-25** Authorization to submit an application, and accept an award in the amount of \$95,000 if offered, to the Kentucky Department of Education/Division of School Child Care Food Program for

provision of breakfast, lunch, and supplements at free and reduced rates to infants and toddlers attending the Family Care Center's childcare and pre-school programs. While no match is required, an additional \$97,500 has been budgeted to cover catering costs that exceed actual reimbursement. (L0977-25)(Horton-Holt/Allen-Bryant)

Attachments: [26 - Blue Sheet Memo childcare food](#)

- j **0978-25** Authorization to execute Professional Services Agreement with Megan Magsam to serve as Contract Forensic Nursing Advocate for the purpose of providing direct advocacy services to sexual assault victims and providing evaluation and archiving services to secure and modernize non-digital sexual assault case files. At a cost not to exceed \$27,784. Budget amendment in process. (L0978-25)(Weathers/Armstrong)

Attachments: [26 Blue Sheet - Megan Magsam Contract](#)
[FY2026 Budget Amendment - VOCA_2026](#)
[FY2026 Budget Amendment - VOCA_2026](#)
[Resolution 294-2025](#)
[TextFile30-May-2025-12-19-12](#)
[Magsam - Forensic Nursing Advocacy Agreement](#)



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0988-25

File ID: 0988-25

Type: Summary

Status: Agenda Ready

Version: 1

Contract #:

In Control: Urban County
Council

File Created: 10/10/2025

File Name: Table of Motions: Council Work Session, October 7,
2025

Final Action:

Title: Table of Motions: Council Work Session, October 7, 2025

Notes:

Sponsors:

Enactment Date:

Attachments: TOM 100725

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:
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Text of Legislative File 0988-25

Title

Table of Motions: Council Work Session, October 7, 2025

URBAN COUNTY COUNCIL
WORK SESSION
TABLE OF MOTIONS
October 7, 2025

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

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

Motion by Ellinger II to approve the October 9, 2025 Council Meeting Docket, as amended. Seconded by Sheehan. Motion passed without dissent.

Motion by Sheehan to place on the docket for the October 9, 2025 Council Meeting, a resolution authorizing the mayor to execute a deed of easement with Kentucky Utilities Company granting an electric line easement across a portion of the property located at 1306 Versailles Rd and further authorizing the mayor to execute any other documents necessary to transfer the easement. Seconded by LeGris. Motion passed without dissent.

Motion by Ellinger to place on the docket for the October 9, 2025 Council Meeting, an ordinance pursuant to Section 2-1(a) of the Code of Ordinances, adopting a schedule of meetings for the Council for Calendar Year 2026. Seconded by Reynolds. Motion passed without dissent.

Motion by Sevigny to place on the docket for the October 9, 2025 Council Meeting, an ordinance changing the zone from a Single Family Residential (R-1D) zone and a Townhouse Residential (R-1T) zone to a Medium Density Residential (R-4) zone, for 0.431 net (0.498 gross) acres for properties located at 119 Burley Avenue, 122 Simpson Avenue, 1104 Fern Avenue, and a portion of 109 Simpson Avenue, without a public hearing. Seconded by Ellinger II. Motion passed without dissent.

- III. Approval of Summary

Motion by Sheehan to approve the September 16, 2025 Table of Motions. Seconded by LeGris. Motion passed without dissent.

- IV. Budget Amendments

Motion by Sheehan to approve Budget Amendments. Seconded by Curtis. Motion passed without dissent.

- V. Budget Adjustments – For Information Only

VI. New Business

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

VII. Communications from the Mayor- Appointments

Motion by Curtis to approve Communications from the Mayor- Appointments. Seconded by Sevigny. Motion passed without dissent.

VIII. Communications from the Mayor- Donations

Motion by Baxter to approve Communications from the Mayor- Donations. Seconded by LeGris. Motion passed without dissent.

IX. Communications from the Mayor- Procurements

Motion by Curtis to approve Communications from the Mayor- Procurements. Seconded by Reynolds. Motion passed without dissent.

X. Continuing Business/Presentations

Motion by Lynch to approve Council Capital Projects. Seconded by Hale. Motion passed without dissent.

LeGris, EQPW Chair, provided a summary of the August 12, 2025 Environmental Quality and Public Works Committee.

Motion by LeGris to have a complete site analysis and cost feasibility study of two locations: the existing site and downstream at Bowman Mill Rd on Mill Ridge Farm property, that includes future growth of the facility and the region per the Master Plan for Area 1, delivered to Council at a regularly scheduled Work session by March 1, 2026, as amended. Seconded by Sheehan. Motion passed without dissent.

Motion by Brown to amend the previous motion to direct the Division of Water Quality to expand the scope of its analysis related to the proposed Mint Lane sewer project to include a complete site analysis and cost feasibility study of : (1) the existing location, (2) the pump station / storage tank site described as Mint Lane RSA (2) in the August 22, 2023 Sewer Capability Study prepared for the Division of Water Quality (3750 Bowman Mill Road), and (3) land owned by the Lexington-Fayette County Airport Board both in and adjacent to the Bluegrass Airport Rural Activity Center. The analysis should account for future growth in the region (per the Master Plan for Area 1), geotechnical issues, and costs of acquisition and is to be delivered to the Council at a regularly scheduled Work session by no later than March 1, 2026. Seconded by Morton. Motion passed without dissent.

XI. Council Reports

XII. Public Comment – Issues Not on Agenda

XIII. Adjournment

Motion by Ellinger II to adjourn at 4:24 p.m. Seconded by Curtis. Motion passed without dissent.



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 0986-25

File ID: 0986-25

Type: Agenda Item

Status: Agenda Ready

Version: 1

Contract #:

In Control: Urban County
Council

File Created: 10/09/2025

File Name: Capital List 10/14/25

Final Action:

Title: Council Capital Projects, October 14, 2025

Notes:

Sponsors:

Enactment Date:

Attachments: Capital List 10.14.25

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:
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Text of Legislative File 0986-25

Title

Council Capital Projects, October 14, 2025

..Summary

Organization:

LFUCG - Parks and Recreation

Michelle Kosieniak

1105-121001-0001-71102

Purpose:

For improvements to Lakeview Park

Amount:

\$ 15,000.00

Organization:

LFUCG - Public Arts Commission

Melissa McCartt-Smyth
1105-121002-1005-91715

Purpose:

For the art wrap box initiative

Amount:

\$ 4,000.00

Organization:

African Cemetery Number Two, Inc.
Mark Coyne
1105-121001-0001-71102

Purpose:

To purchase and install the sculptural bench "Utatu-Trinity"

Amount:

\$ 7,000.00

**Council Capital Projects
October 14, 2025
Work Session**

Amount	Recipient	Purpose
\$ 15,000.00	LFUCG - Parks and Recreation Michelle Kosieniak 1105-121001-0001-71102	For improvements to Lakeview Park
\$ 4,000.00	LFUCG - Public Arts Commission Melissa McCartt-Smyth 1105-121002-1005-91715	For the art wrap box initiative
\$ 7,000.00	African Cemetery Number Two, Inc. Mark Coyne 1105-121001-0001-71102	To purchase and install the sculptural bench "Utatu-Trinity"



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 0983-25

File ID: 0983-25

Type: Summary

Status: Agenda Ready

Version: 1

Contract #:

In Control: Urban County
Council

File Created: 10/08/2025

File Name: Social Services and Public Safety Committee,
August 26, 2025

Final Action:

Title: Summary: Social Services and Public Safety Committee, August 26, 2025

Notes:

Sponsors:

Enactment Date:

Attachments: ssps_summary_2025-08-26

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:
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Text of Legislative File 0983-25

Title

Summary: Social Services and Public Safety Committee, August 26, 2025



Social Services and Public Safety Committee

August 26, 2025

Summary and Motions

Chair Jennifer Reynolds called the meeting to order at 1:00 p.m. Committee Members Vice Mayor Dan Wu, Council Members Chuck Ellinger II, Tyler Morton, Shayla Lynch, Lisa Higgins-Hord, Joseph Hale, Amy Beasley, Whitney Elliott Baxter, and Hilary Boone were present. Council Member Emma Curtis was present as a non-voting member.

I. APPROVAL OF JULY 3, 2025 COMMITTEE MEETING SUMMARY

Motion by Ellinger to approve the July 3, 2025 Committee Summary. Seconded by Baxter. Motion passed without dissent.

II. COMPREHENSIVE REVIEW OF CODE ENFORCEMENT

Shayla Lynch, 2nd District Councilmember, provided an overview of issues and concerns related to Code Enforcement. Town hall meetings were held across Lexington to gather feedback on these issues, especially regarding landlord-tenant condemnations. She reviewed the practices the Division of Code Enforcement has implemented, including staffing on weekends. According to research, there are no specific recommendations for condemnations. Concerning the Administrative Hearing Board, she highlighted the research and review process used to address problems. Recommendations include developing a targeted recruitment strategy for the board, creating a database of hearing officers, and offering annual training. To improve the hearing and appeals process, suggestions include updating the physical space, reducing staff levels during hearings, providing pre-hearing consultations, and developing an online case management system for property owners and residents to monitor the status of appeals.

Lynch mentioned that there are no current recommendations, but she plans to follow up in a year with a status update to determine if any ordinance changes are needed. Director Steele has been working on implementing changes since his appointment to ensure tenants can access the necessary resources. The Administrative Hearing Board is not meeting at this time, but it is hoped that they will hold their annual meeting and turn it into a training session. Lynch emphasized that serving on the board is not exclusive to lawyers. **No action was taken on this item.**

III. STRATEGIC GROWTH PLAN FOR LEXINGTON FIRE DEPARTMENT

Jason Wells, Chief of the Lexington Fire Department, presented the department's growth plan. He acknowledged his team, which has been instrumental throughout this process. He explained the methodology for selecting a new firehouse, using a three-axis risk model that considers frequency/probability, consequence, and impact. He reviewed the risk scoring approach, which combines these three factors into a formula that produces a score. For Emergency Medical Services (EMS), the goal is to have six people on scene within 13 minutes. For high-risk fire incidents, the goal is to have 17 personnel on site within 13 minutes. Incident types include EMS medium-risk and fire high-risk. Focusing on these, a map is generated for each and overlaid to produce a composite score. He described how risk assessment scores are created based on risk levels and census tracts. Fire risk assessments are more complex due to the growth in these areas. The composite risk assessment identifies locations that would benefit most from the construction of a new fire station. There are four recommended site options: Winchester/Polo Club (Station 25), Richmond Road/Athens (Station 26), MOW/Parkers Mill (Station 27),

and Newtown/I-75 (Station 28). He reviewed the staffing and apparatus needs for each station to ensure full operational capability. Moving on to implementation, he discussed strategic budget priorities, capital projects, personnel/staffing growth, and the action plan. They may save money by designing multiple stations simultaneously. In FY 26, they aim to finalize the design and construction of the fire training academy.

Wells explained that placing a station in a specific district has secondary effects on nearby districts, easing the burden on surrounding fire stations and improving response times. Wells said the paramedicine team is very agile and can respond quickly, but he prefers not to go too far out of the way. There may be a need for two or more crisis response teams, as they encounter an increasing number of lift-assist calls, which will necessitate a team that responds specifically to these calls. Next steps include developing a plan and supporting the expansion of services as needed. **No action was taken on this item.**

IV. AMENDMENTS TO SECTION 4: KEEPING OF CERTAIN ANIMALS

Amy Beasley, 8th District Councilmember, provided an overview of amendments to Section 4 of the Code of Ordinances related to keeping certain animals. Key changes include a limit on the number of roosters and increased penalties. Currently, there is no limit on the number of roosters, and Beasley noted that this only applies to non-ag zones (neighborhoods). The current fine is \$5, and the proposal is to raise it to \$100. The penalty for noisy animals currently ranges from \$5 to \$15, and the proposal is to increase it to \$100 per day per animal. The Fayette County Attorney's office will issue enforcement citations based on the number of violations, animals involved, and duration of the infraction. The goal is to reduce the number of complaints, among other benefits. Today's request is for the committee's support and approval.

Gabbi Thatcher, an attorney in the Law Department, clarified that the area is classified as residential property, not an agricultural zone. Gabbi explained that the ordinance pertains to animals that produce excessive noise. One animal could be responsible for noise, but having more than one could violate both the noise ordinance and regulations regarding the keeping of multiple animals. Beasley added that with more animals, they crow at each other all day. Beasley confirmed that the change would be announced before the November 1 effective date. There was concern about the \$100 fine, as it seems excessive for each animal per day. Regarding the one-animal limit, it was suggested that this is a compromise rather than an outright ban. It was also noted that the PIO offices could issue notices. Gabbi explained that a noisy animal is any animal that makes noise and disrupts the neighborhood. This has not been enforced in the past, prompting questions about the timing. Beasley stated it is the same process as before, but fines have increased, and the new rules also limit the number of animals. Gabbi pointed out that there are two separate noise ordinances, but both address the issue of noisy animals.

Motion by Beasley to approve amendments to Section 4: Keeping of Certain Animals. Seconded by Morton. Motion passed with a 9 - 1 vote.

Motion by Beasley to suspend the rules and report the amendments out at today's Work Session for the November 1 effective date. Seconded by Morton. Motion passed with an 8 - 2 vote.

V. ITEMS REFERRED TO COMMITTEE

Motion by Morton to remove the review and assessment of the noise ordinance from the committee. Seconded by Baxter. Motion passed without dissent.

The meeting adjourned at 2:25 p.m.



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 0984-25

File ID: 0984-25

Type: Summary

Status: Agenda Ready

Version: 1

Contract #:

In Control: Urban County
Council

File Created: 10/08/2025

File Name: Special Social Services and Public Safety
Committee, August 26, 2025

Final Action:

Title: Summary: Special Social Services and Public Safety Committee, August
26, 2025

Notes:

Sponsors:

Enactment Date:

Attachments: ssps_special summary_2025-08-26

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:
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Text of Legislative File 0984-25

Title

Summary: Special Social Services and Public Safety Committee, August 26, 2025



Special Social Services and Public Safety Committee

August 26, 2025

Summary and Motions

Chair Reynolds called the special committee meeting to order at 6:02 p.m. Vice Mayor Wu and Council Members J. Brown, Ellinger, Morton, Lynch, LeGris, Sheehan, Higgins-Hord, Hale, Beasley, Baxter, Sevigny, and Boone were in attendance.

I. Review of the Recovery Residences (Sober Living Homes) Ordinance

Michael Cravens, Managing Attorney, reviewed the proposed Recovery Residences (Sober Living Homes) Ordinance. This ordinance requires striking a balance between the interests of residents, vulnerable populations, and operators while regulating those who are not in compliance. The proposed ordinance requires operators to obtain a Recovery Residence License and a Proof of Certification. It also establishes an enforcement scheme that authorizes civil citations and penalties against operators in violation. Following the passage of the ordinance, a six-month grace period would be provided for operators to come into compliance.

II. Public Comment on the Recovery Residences (Sober Living Homes) Ordinance

Several members of the public were present to provide input regarding the proposed Recovery Residences Ordinance. Common concerns were occupancy, location, density, increased criminal activity, and adhering to regulations. Many requested that the ordinance require licensing, insurance, monitoring, unannounced inspections, density limits, background checks, and placement in suitable locations.

III. Committee Chair Comments

Chair Reynolds concluded the meeting by stating the ordinance would be considered at the next Social Services and Public Safety Committee meeting on October 14, 2025.

The meeting was adjourned at 7:59 p.m.



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0989-25

File ID: 0989-25

Type: Presentation

Status: Agenda Ready

Version: 1

Contract #:

In Control: Urban County
Council

File Created: 10/10/2025

File Name: Proclamation: Code Enforcement Month

Final Action:

Title: Proclamation: Code Enforcement Month

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:
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Text of Legislative File 0989-25

Title

Proclamation: Code Enforcement Month



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0990-25

File ID: 0990-25

Type: Presentation

Status: Agenda Ready

Version: 1

Contract #:

In Control: Urban County
Council

File Created: 10/10/2025

File Name: Presentation: ARPA Annual Report

Final Action:

Title: Presentation: ARPA Annual Report

Notes:

Sponsors:

Enactment Date:

Attachments: ARPA Annual Report Council Work Session Oct
2025

Enactment Number:

Deed #:

Hearing Date:

Drafter:

Effective Date:

History of Legislative File

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Text of Legislative File 0990-25

Title

Presentation: ARPA Annual Report



**American Rescue Plan Act (ARPA)
State and Local Fiscal Recovery Funds (SLFRF)**

Impact Report
Urban County Council Work Session
October 14, 2025
Hilary Angelucci, ARPA Project Manager



LEXINGTON

www.lexingtonky.gov/ARPA
200 East Main Street Lexington, Kentucky 40507



The American Rescue Plan Act State and Local Fiscal Recovery Funds

On March 11, 2021, the ARPA SLFRF was signed into law, providing the Lexington-Fayette Urban County Government (LFUCG) funding in the amount of \$121,178,058.

Since that time, the LFUCG has invested millions of dollars into the improvement of public assets, including various facilities, parks, greenspaces, trails, roads and vehicles. The LFUCG also made unprecedented programmatic and people investments internally and with community partners.

Commitment to Our Community

The City of Lexington solicited community input to determine community need. Through community meetings, a community survey and project idea forms, the LFUCG received more than 3,200 survey responses and 970 project ideas. Community input informed funding decisions and prioritization.



Expenditure Categories

EC 1: Public Health

EC 2: Negative Economic Impacts

EC 3: Public Health - Public Sector Capacity

EC 4: Premium Pay

EC 6: Revenue Replacement

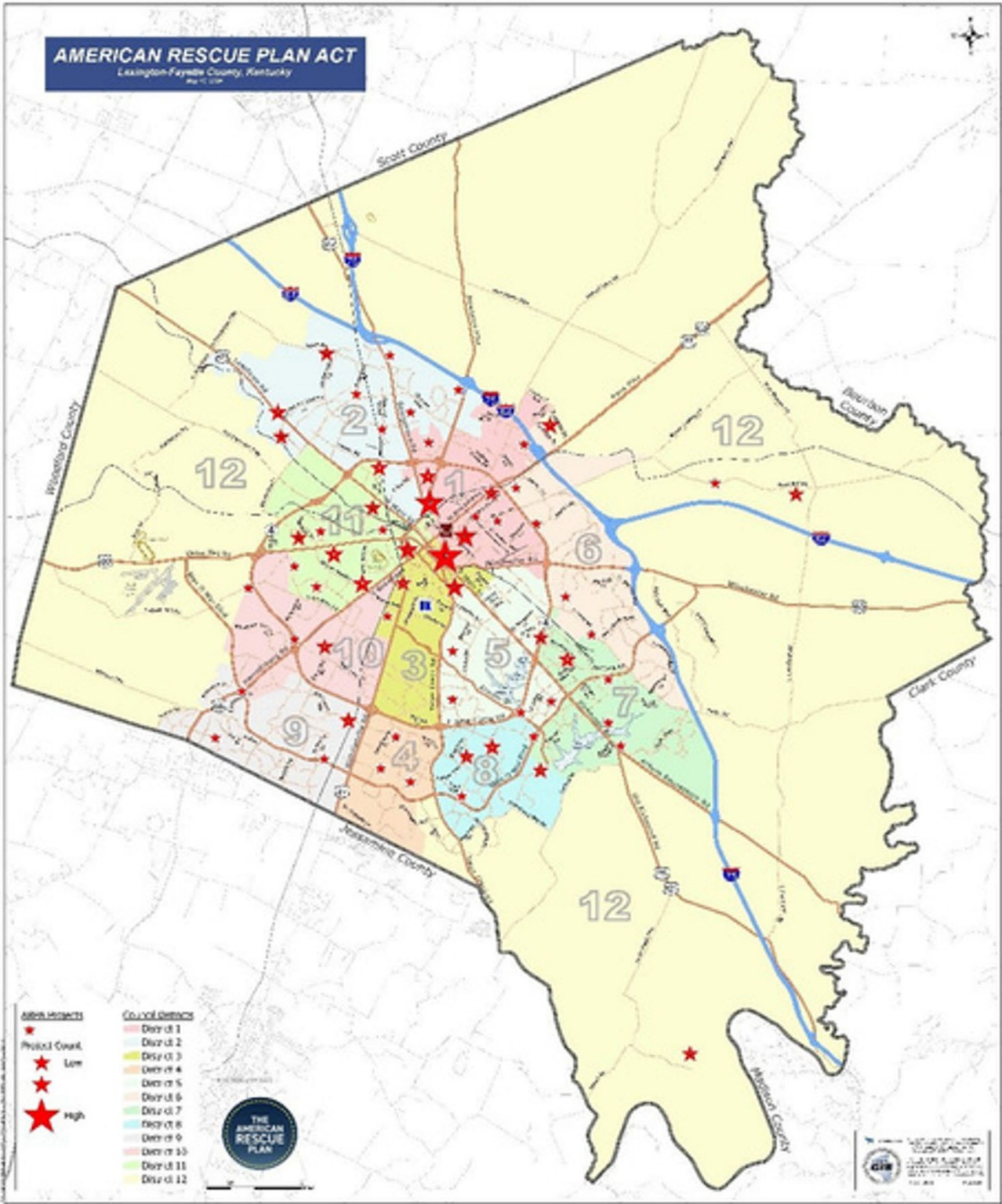
EC 7: Administrative

Total Obligated \$121,178,058

Total Expensed \$117,527,660*

Projects Completed **77***

Total Projects **86**



LOCAL IMPACT

\$121,178,058



Table Of Contents

Investments by Category

Milestones

Capital Investment and Community Partners

Successful New Models and Leveraging Investment

Investments: Parks and Recreation

Investments: Affordable Housing

Investments: Homelessness Support Services

Investments: LFUCG Employees

Remaining Open Projects

Upcoming

Plus: Other Investment Outcomes



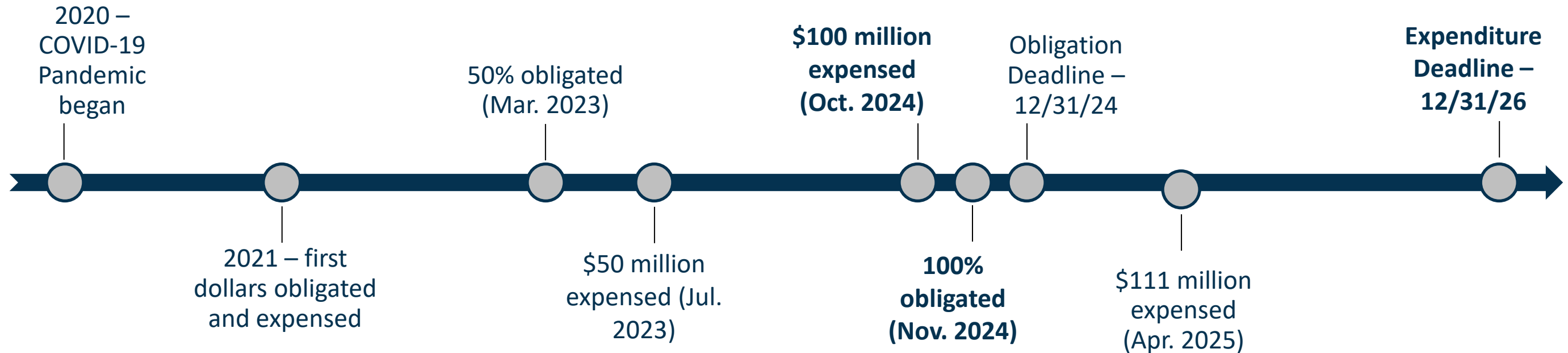
Investments by Category

Category	Budget
Parks and Recreation	\$ 31,281,136
Affordable Housing Development	\$ 17,876,790
Premium Pay	\$ 17,390,935
Homelessness Services Support	\$ 10,882,272
Public Sector Workforce	\$ 6,791,326
Non-Profit Assistance	\$ 6,351,296
General Government Needs	\$ 6,341,922
Community and Neighborhoods	\$ 4,848,759
Economic Development	\$ 3,837,955
Housing Related Assistance	\$ 3,576,671

Category	Budget
Arts and Culture Support	\$ 3,452,500
Public Health	\$ 2,005,763
Workforce Development	\$ 1,909,728
Administration	\$ 1,329,677
Tourism	\$ 1,000,000
Multi-Modal Improvements	\$ 897,702
Community Violence Intervention	\$ 568,626
Mental Health Support	\$ 510,000
ADA Improvements	\$ 325,000
Total	\$ 121,178,058



Milestones





Capital Investments and Community Partners

Almost \$79 million was allocated to 47 capital projects.

Of the \$79 million, \$48.5 million involved community partners. Some of the community partnership projects include:

- Affordable Housing
- Lexington Public Library, Marksbury Family Branch
- BCTC Dental Hygiene Clinic
- Code Enforcement grants for residents
- Non-profit capital grants
- Lexington Community Land Trust, Davis Bottom Community Center
- Solarize Lexington



Successful New Models and Leveraging Investment

Phase I of the ADA Transition Plan was ARPA-funded. Upon completion, LFUCG funded Phase II with local dollars.

Grant programs, launched for the first time with ARPA funds, provided both residents and community partners funding. LFUCG continued to fund future grant cycles with local dollars.

- Code Enforcement grants for residents
- Capital grants for non-profit organizations

ARPA-funded planning and design phases allowed LFUCG to move to the construction phases of projects with non-ARPA funds.

- Coldstream Industrial Park Campus Phases I and II Design
- Bike and Pedestrian Design, Brighton Trail
- Bike and Pedestrian Design, Harrodsburg Road Trail
- Bike and Pedestrian Design, Town Branch Trail (Manchester)
- Phoenix Park Design

The affordable housing investment of \$17 million leveraged another \$106,257,412 from private sector investors, other government resources and developer equity.



Investments in Parks and Recreation

Sport Courts

13
parks

- Berry Hill Park
- Constitution Park
- Dogwood Park
- Landsdowne-Merrick Park
- Marlboro Park
- Mary Todd Park
- Meadowbrook Park
- Mount Tabor Park
- Picadome Park
- Pine Meadows Park
- River Hill Park
- Shillito Park
- Woodland Park

Facility Development

7
facilities

- Black and Williams Gymnasium
- Cardinal Run North Park
- Dunbar Community Center
- Pam Miller Downtown Arts Center
- Phoenix Park Design
- Valley Park Neighborhood Center
- Woodland Park Restrooms



Trails

6
parks

- Buckhorn Park
- Jacobson Park
- Masterson Station Park
- Raven Run Nature Sanctuary
- Wildwood Park
- Whitney Young Park





Investments in Parks and Recreation

Playgrounds

10
parks

- Duncan Park
- Elizabeth Street Park
- Gardenside Park
- Marty Todd Park
- Masterson Station Park
- Meadowthorpe Park
- Northeastern Park
- Pine Meadows Park
- Trailwood Greenway
- Woodland Park



Maintenance

13+
facilities

- ADA Improvements
- Carver Center
- Highlands Neighborhood Center
- Hisle Park House
- Lakeside Golf Course Irrigation
- Lou Johnson Neighborhood Center
- Masterson Station Fairgrounds
- Oakwood Neighborhood Center
- Picadome Administration Building
- Shillito Park Parking
- Southland Park Parking
- Tate's Creek Community Center
- Woodhill Neighborhood Center

Aquatics

6
pools

- Castlewood Pool
- Douglass Pool
- Shillito Pool
- Southland Pool
- Tate's Creek Pool
- Woodland Pool





Investments in Affordable Housing

696 Units

613 Complete

- Alexandria Drive Apartments
- Briarwood Lexington Housing
- Davis Park Station
- Elm Tree Lane Apartments
- Main Street Baptist Manor
- Oakdale Apartments
- Pemberton St. Apartments
- Richwood Bend Apartments

83 Under Construction

- The Flats at Woodland
- Wellington Park Apartments

Units	Demographics
363	Households whose incomes are at or below 50% AMI
367	Seniors, serving populations starting at 55 and older
24	Permanent supportive housing for those who are homeless and/or suffer from severe mental illness
10	(additional to above) Permanent supportive housing units for those who are homeless or at risk of homelessness
8	Severe mental illness
266	Project based rental assistance (tenants only pay 30% of their income for rent and utilities)
45	ADA accessible (serving the senior population)



Investments in Affordable Housing





Investments in Homelessness Support

Funding related to homelessness services is reported under 9 projects.

- A Transitional Housing Pilot Program utilized a scattered-site program model.
- Services aimed to reach families and individuals with pets.
- Winter warming services included overnight and alternative shelter options and provided basic needs and wrap-around case management services to quickly re-house and stabilize unsheltered households.
- Funding for Greenhouse 17 supported 720 operational days.
- Hope Center Transitional Housing project.
- Three fiscal years (\$2.2 million) supporting LFUCG's innovative and sustainable solutions to homelessness fund.



Investments in LFUCG Employees

- Department of Social Services employee salaries
- Premium pay for LFUCG employees with high exposure
- Supplemental pay for LFUCG employees
- Administrative services, including project managers



Remaining Open Projects

5 remaining park projects are all in the completion/closeout process.

- Cardinal Run North Park
- Douglass Aquatics Center
- Picadome Pickleball courts
- Carver Center window replacement
- Valley Park Neighborhood Center

OHPI representative payee program (in partnership with the Division of Community Resident Services)

Coldstream Industrial Park campus, Phase I and II of design – Legacy Business Park

Bike and pedestrian design projects

- Brighton Trail
- Harrodsburg Road Trail



Upcoming

- ▶ Close out all remaining open projects ahead of the December 31, 2026, deadline..
 - ▶ Ensure LFUCG's records for all projects are complete for future audits.
 - ▶ Continued quarterly and annual reporting to the Department of the Treasury (a minimum of 6 reports).
 - ▶ Submit the final closeout of the grant when that option becomes available and funds are fully expensed.

All reporting is available at www.lexingtonky.gov/ARPA.



Other Investment Outcomes

Lexington Rescues Mission's Safety Net/Project Peace served 250 households during the 4-year project timeline, which included 337 youth.

One Lexington's It Takes a Village youth mentoring programs served 1,213 over 3 years.

NAMI Fayette Mental Health Court supported 141 individuals.

Emergency Financial Assistance (EFA), funded over 3 years, provided eviction prevention services to 1,002 individuals/households.

Recovery Supportive Living Assistance (RSLA), funded over 2 years, served 986 individuals.

Commerce Lexington's Minority Business Accelerator supported 16 businesses.

LFUCG provided operational support to Explorium of Lexington, LexArts, the Lyric Theatre, Radiolex and VisitLEX.



Other Investment Outcomes

In Public Safety, 675 Fire Self-Contained Breathing Apparatuses (SCBA), 27 Police vehicles, and 118 mobile data computers (MDCs).

Under Solarize Lexington, 84 homes received solar installations.

Capital grants were awarded to 23 community partners, funding 45 different projects, both facility improvements and operational investments.

Code Enforcement grants were awarded to 51 low-income homeowners who had received a notice of violation.

The Lexington Second Chance Academy Re-Entry Program, provided by Jubilee Jobs, served 203 participants, with 175 graduating and 82 finding full-time employment by the conclusion of the project.



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: 0928-25

File ID: 0928-25

Type: Agenda Item

Status: Agenda Ready

Version: 1

Contract #:

In Control: Housing Advocacy
& Community
Development

File Created: 09/25/2025

File Name: OHPI - Outreach Expansion

Final Action:

Title: Authorization to execute a first amendment to an agreement (Reso. 400-2023) with the Hope Center, Inc. to provide additional funding in the amount of \$218,452.00 for expansion of homeless street outreach services, for a total cost not to exceed \$535,092.00. Funds are budgeted. (L0928-25) (Herron/Lanter)

Notes:

Sponsors:

Enactment Date:

Attachments: 25-Blue Sheet Memo-OHPI HOPE CENTER SO EXPANSION, Hope Center PSA (RFP 24-2023) First Amendment .1 . 4909-2149-2074 - FINAL, FY26 - Outreach Expansion Budget, RFP Pkg 24-2023, Hope Center Response - RFP 24-2023, Executed Agreement, R-400-2023, Executed Agreement - Renewal - Hope Center Street Outreach, RES 450-2024

Enactment Number:

Deed #:

Hearing Date:

Drafter: Jeff Herron

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 0928-25

Title

Authorization to execute a first amendment to an agreement (Reso. 400-2023) with the Hope Center, Inc. to provide additional funding in the amount of \$218,452.00 for expansion of homeless street outreach services, for a total cost not to exceed \$535,092.00. Funds are budgeted. (L0928-25) (Herron/Lanter)

Summary

Authorization to execute a first amendment to an agreement (Reso. 400-2023) with the

Hope Center, Inc. to provide additional funding in the amount of \$218,452.00 for expansion of homeless street outreach services, for a total cost not to exceed \$535,092.00. Funds are budgeted. (L0928-25) (Herron/Lanter)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Tiffany Holskey, 9/24/25

Risk Management: No

Fully Budgeted: Yes

Account Number: 1145-155003-0001-78112

This Fiscal Year Impact: \$218,452.00

Annual Impact:

Project:

Activity:

Budget Reference:

Current Balance: \$3,622,334.47



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

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

DATE: September 25, 2025

SUBJECT: Homeless Street Outreach Program Expansion

Request: Council authorization to execute a first amendment to an agreement with the Hope Center, Inc., for operation of Progressive Street Outreach Services to provide additional funding in the amount of \$218,452.00, for a total cost not to exceed \$535,092.00. This program provides street-level service engagement and ongoing case management for persons experiencing unsheltered homelessness and delivers services offered under the Homeless Encampment Standard Operating Procedure.

Purpose of Request: On July 13, 2023 (R 400-2023), Council authorized execution of an agreement with Hope Center, Inc. for the operation of homeless street outreach services. On September 24, 2024 (R 450-2024), Council authorized execution of a renewal agreement for two additional annual terms. The Office of Homelessness Prevention and Intervention now requests Council authorization to amend the agreement with Hope Center, Inc. to provide additional funding in the amount of \$218,452.00 on the final term under the agreement, for a total cost not to exceed \$535,092.00

Since August 2025, Hope Center's outreach team has increased the focus of its outreach efforts on Lexington's downtown core. Working in collaboration with Community Paramedicine and Police, Hope Center's street outreach team has engaged unsheltered persons in Lexington's downtown to provide basic needs, facilitate access to shelter, engage individuals in the development of individualized housing plans, and provide referrals to needed community resources and services.

Proposed additional funds would add staff dedicated to downtown outreach efforts, including a Team Lead, a Clinician, and a Peer Support Specialist as well as 2 part-time Outreach Workers providing weekend coverage. This allows for both downtown-focused outreach and continued outreach to the entirety of Fayette County, including provision of services to encampment residents.

What is the Cost in this budget year and future budget years? Cost in FY26 is \$218,452.00
The cost for future FY27 is: \$0

Are the funds budgeted? Yes
Account number: 1145-155003-0001-78112

File Number: 0928-25

Director/Commissioner: Herron/Lanter



**FIRST AMENDMENT TO
PURCHASE OF SERVICE AGREEMENT**

THIS FIRST AMENDMENT TO PURCHASE OF SERVICE AGREEMENT (the “First Amendment”), dated as of _____, 2025, by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky created pursuant to KRS Chapter 67A (the “LFUCG”), located at 200 East Main Street, Lexington, Kentucky 40507, and **HOPE CENTER, INC.**, a Kentucky non-profit corporation pursuant to KRS Chapter 273 (the “Organization”), whose post office address is P.O. Box 6, Lexington, KY 40588, (collectively known as the “Parties”).

RECITALS

WHEREAS, LFUCG entered into a Purchase of Service Agreement (awarded pursuant to RFP No. 24-2023) with Hope Center, Inc., executed on September 24, 2024, to implement street outreach case management services to individuals experiencing unsheltered homelessness or at risk of experiencing homelessness, at a cost not to exceed \$316,640.00 (the “Agreement”) (Agreement attached hereto as Exhibit 1); and

WHEREAS, the Parties desire to amend the Agreement to adjust the end date of the renewal term and to include an Expansion Budget detailing the additional funding; and

WHEREAS, the Parties also desire to amend the Agreement to provide an additional \$218,452.00 in funding for the term beginning August 1, 2025 and ending July 31, 2026, for a total cost of \$535,092.00; and

WHEREAS, the Parties hereby agree to amend the above-referenced sections in accordance with the terms and conditions of this First Amendment.

STATEMENT OF AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the Parties agree to modify the Agreement as follows:

1. Incorporation of Recitals. The above recitals and referenced exhibits are incorporated herein as a part of this First Amendment.
2. Section 1. Effective Date; Term. The Parties agree to modify Section 1 of the Agreement to read as follows:

“This Agreement shall be for the term beginning on August 1, 2024, and ending July 30, 2025, unless terminated by LFUCG at an earlier time. This Agreement is subject to automatic renewal for one (1) additional term,

beginning on August 1, 2025, and ending July 31, 2026, unless LFUCG determines it does not wish to exercise the option to renew.”

3. Section 2. Related Documents. The Parties agree to modify Section 2 of the Agreement, to include an Expansion Budget as follows :

“This Agreement shall consist of the terms herein as well as the following additional documents, which are attached hereto as exhibits and incorporated herein by reference as if fully stated:

- a. Exhibit “A” – RFP #24-2023
- b. Exhibit “B” – Organization’s Response to RFP #24-2023
- c. Exhibit “C” – Revised Budget
- d. Exhibit “D” – Expansion Budget

To the extent that there is any conflict between or among any of these documents, the terms and provisions of this Agreement shall prevail, followed by terms and provisions of Exhibit “A”, “D”, “C”, and “B” in that order.”

A copy of Exhibit “D”, Expansion Budget, is attached to this First Amendment as Exhibit 2.

4. Section 4. Payment. The Parties agree to modify Section 4 of the Agreement to read as follows:

“For the term beginning on August 1, 2024, and ending July 30, 2025, LFUCG shall pay Organization a total amount not to exceed Three Hundred and Sixteen Thousand and Six Hundred and Forty Dollars and 00/100 Cents (\$316,640.00) for the performance of the Services. For the additional term beginning on August 1, 2025, and ending July 31, 2026, LFUCG shall pay Organization a total amount not to exceed Five Hundred Thirty-Five Thousand and Ninety-Two Dollars and 00/100 Cents (\$535,092.00) for the performance of the Services. Payments shall be made monthly for expenditures the Organization actually incurred, only after receipt of the monthly invoice(s). The funds are limited to the services provided herein and may not be spent by the Organization for any other purpose without the prior written consent of LFUCG. Absent any additional written agreement stating otherwise, any travel or other expenses are included in the above payment.

- a. LFUCG shall make payment under this Agreement upon timely submission of an invoice(s) from Organization specifying that the Services have been performed, accompanied by data satisfactory to LFUCG to document entitlement to payment for the Services performed to date. LFUCG shall have thirty (30) days from the date of receipt of the invoice to

pay the invoice amount. LFUCG reserves the right to refuse payment if it is determined by LFUCG that the Services performed or materials provided for the Services are inadequate or defective.

b. LFUCG also reserves the right to reject any invoice submitted for services more than sixty (60) days after the services were rendered.”

5. Effect. All other provisions of the Agreement, which are not inconsistent with the provisions of this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties certify that they have been duly authorized to execute, deliver, and perform this First Amendment, and have executed the same as of the day, month, and year above written.

**LEXINGTON-FAYETTE
URBAN COUNTY GOVERNMENT**

By: Linda Gorton, Mayor

ATTEST:

Clerk of the Urban County Council

HOPE CENTER, INC.

By: Jeff Crook, CEO

ATTEST:

_____ [sign name]

WITNESS: _____ [print name]

DATE: _____

LIST OF EXHIBITS TO BE ATTACHED TO THIS AMENDMENT

EXHIBIT “1”

Copy of Purchase of Service Agreement

(authorized pursuant to R-450-2024)

EXHIBIT “2”

Copy of Expansion Budget

4909-2149-2074, v. 1

Street Outreach Expansion Budget

Staffing	FTE	Annual Salary	Fringe (33.5%)	Annual Cost	Notes
Team Coordinator	1	\$ 50,000.00	\$ 16,750.000	\$ 66,750.000	
Peer Support Specialist (2p-10p)	1	\$ 34,000.00	\$ 11,390.000	\$ 45,390.000	
Clinician	1	\$ 70,000.00	\$ 23,450.000	\$ 93,450.000	Budgeted for 1 FTE rather than expanding .5FTE on current team.
Outreach Worker (PT Weekends)	0.5	\$ 31,200.00	\$ 5,226.000	\$ 20,826.000	\$15/hr. 20 hours per week (10 hr Sat, 10 hr Sun)
Outreach Worker (PT Weekends)	0.5	\$ 31,200.00	\$ 5,226.000	\$ 20,826.000	\$15/hr. 20 hours per week (10 hr Sat, 10 hr Sun)
				\$ 247,242.000	
Equipment					
Computers/tablets/smart phones				\$ 8,000.00	One time expense
Travel					
Fuel for outreach vehicle				\$ 4,200.00	Additional travel over existing budget/team
Operating					
Program Supplies				\$ 1,140.00	Additional over existing budget/team
Smart Phone Service				\$ 1,100.00	Additional over existing budget/team
				\$ 2,240.00	
TOTAL BUDGET				\$ 261,682.000	
Current Budget of Existing Team				\$ 316,640.00	

Anticipated Cost for October 1, 2025 through July 31, 2025 (current team agreement end date)

Staffing (@ 10 months)	\$ 206,035.00
Equipment	\$ 8,000.00
Travel (@ 10 months)	\$ 3,500.00
Operating (@ 10 months)	\$ 917.00
	\$ 218,452.00
Original	\$ 316,640.00
New	\$ 218,452.00
Total	\$ 535,092.00



Lexington-Fayette Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #24-2023 Street Outreach Services** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received through Ion Wave until **2:00 PM**, prevailing local time, on **May 15, 2023**. All forms and information requested in RFP must be included and attached in Response Attachments tab in Ion Wave.

Proposals received after the date and time set for opening proposals will not be accepted. It is the sole responsibility of the Proposer to assure that his/her proposal is submitted in Ion Wave before the date and time set for opening proposals.

Proposals, once submitted, may not be withdrawn for a period of one hundred twenty (120) calendar days.

The Lexington-Fayette Urban County Government reserves the right to reject any or all proposals, and to waive technicalities and informalities when such waiver is determined by the Lexington-Fayette Urban County Government to be in its best interest.

Signature of this proposal by the Proposer constitutes acceptance by the Proposer of terms, conditions and requirements set forth herein.

Minor exceptions may not eliminate the proposal. Any exceptions to the specifications established herein shall be listed in detail on a separate sheet and attached hereto. The Lexington-Fayette Urban County Government shall determine whether any exception is minor.

The Lexington-Fayette Urban County Government encourages the participation of minority- and women-owned businesses in Lexington-Fayette Urban County Government contracts. This proposal is subject to Affirmative Action requirements attached hereto.

Please do not contact any LFUCG staff member or any other person involved in the selection process other than the designated contact person(s) regarding the project contemplated under this RFP while this RFP is open and a selection has not been finalized. Any attempt to do so may result in disqualification of the firm's submittal for consideration.

Laws and Regulations

All applicable state laws, municipal ordinances and regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.

Equal Employment Opportunity

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

Kentucky Equal Employment Opportunity Act

The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any "county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

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

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

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

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

his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

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

(1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.

(2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.

(3) The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

LFUCG Non-Appropriation Clause

Contractor acknowledges that the LFUCG is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of the LFUCG's obligations under this contract, then this contract shall automatically expire without

penalty to the LFUCG thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the LFUCG shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

In the event of a change in the LFUCG's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the LFUCG's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to the LFUCG upon written notice to Contractor of such limitation or change in the LFUCG's legal authority.

Contention Process

Vendors who respond to this invitation have the right to file a notice of contention associated with the RFP process or to file a notice of appeal of the recommendation made by the Director of Central Purchasing resulting from this invitation.

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

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

AMERICAN RESCUE PLAN ACT

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

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

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

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

applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

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

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

- (1) *Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.*

- (2) *Violation: liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) *Withholding for unpaid wages and liquidated damages.* LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

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

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

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

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

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

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

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

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

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

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

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

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

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

17. The contractor agrees and certifies that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of all applicable goods, products or materials produced in the United States, in

conformity with 2 CFR 200.322 and/or section 70914 of Public Law No. 117-58, §§ 70901-52, also known as the Infrastructure Investment and Jobs Act, whichever is applicable.

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

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

Signature

Date

SELECTION CRITERIA:

1. Project Design (30 Points)
2. Services and Outcomes (20 Points)
3. Sustainability (15 Points)
4. Organizational Capacity and Experience (20 Points)
5. Budget/Budget Narrative (15 Points)

Proposals shall contain the appropriate information necessary to evaluate based on these criteria. A committee composed of government employees as well as representatives of relevant user groups will evaluate the proposals.

Questions shall be submitted via IonWave at: <https://lexingtonky.ionwave.net>

Affirmative Action Plan

All vendors must submit as a part of the proposal package the following items to the Urban County Government:

1. Affirmative Action Plan for his/her firm;
2. Current Work Force Analysis Form;

Failure to submit these items as required may result in disqualification of the submitter from award of the contract. All submissions should be directed to:

Director, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor
Lexington, Kentucky 40507

All questions regarding this proposal must be directed to the Division of Central Purchasing, (859)-258-3320.

AFFIDAVIT

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

1. His/her name is _____ and he/she is the individual submitting the proposal or is the authorized representative of _____, the entity submitting the proposal (hereinafter referred to as "Proposer").

2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

4. Proposer has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.

6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

Continued on next page

7. Proposer acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

STATE OF _____

COUNTY OF _____

The foregoing instrument was subscribed, sworn to and acknowledged before me

by _____ on this the _____ day

of _____, 20__.

My Commission expires: _____

NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states:

The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

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

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

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.

Signature

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: _____

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African- American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators																	
Professionals																	
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective																	
Para-																	
Office/Clerical																	
Skilled Craft																	
Service/Maintena																	
Total:																	

Prepared by: _____ Date: ____/____/____

(Name and Title)

Revised 2015-Dec-15

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

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

Notice of requirement for Affirmative Action to ensure Equal Employment Opportunities and Disadvantaged Business Enterprises (DBE) Contract participation. Disadvantaged Business Enterprises (DBE) consists of Minority-Owned Business Enterprises (MBE) and Woman-Owned Business Enterprises (WBE).

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this Contract be subcontracted to Disadvantaged Business Enterprises, which is made up of MBEs and WBEs. The Lexington Fayette Urban County Government also has set a goal that not less than three percent (3%) of the total value of this Contract be subcontracted to Veteran-owned Small Businesses. The goal for the utilization of Disadvantaged Business Enterprises as well Veteran –owned Small Businesses as subcontractors is a recommended goal. Contractor(s) who fail to meet such goal will be expected to provide written explanations to the Director of the Division of Purchasing of efforts they have made to accomplish the recommended goal, and the extent to which they are successful in accomplishing the recommended goal will be a consideration in the procurement process. Depending on the funding source, other DBE goals may apply.

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

Sherita Miller, MPA, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor, Room 338
Lexington, Kentucky 40507
smiller@lexingtonky.gov

Firm Submitting Proposal: _____

Complete Address: _____
Street City Zip

Contact Name: _____ Title: _____

Telephone Number: _____ Fax Number: _____

Email address: _____

Lexington-Fayette Urban County Government

MWDBE PARTICIPATION GOALS

A. GENERAL

- 1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE), Disadvantaged (DBE) Business Enterprises and Veteran-Owned Small Businesses (VOSB) as subcontractors or suppliers in their bids.
- 2) Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned, Woman-Owned and Disadvantaged Businesses on this contract.
- 3) **It is therefore a request of each Bidder to include in its bid, the same goal (10%) for MWDBE participation and other requirements as outlined in this section.**
- 4) The LFUCG has also established a 3% of total procurement costs as a Goal for participation for of Veteran-Owned Businesses.
- 5) **It is therefore a request of each Bidder to include in its bid, the same goal (3%) for Veteran-Owned participation and other requirements as outlined in this section.**

B. PROCEDURES

- 1) The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned, Woman-Owned or Veteran-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2) Replacement of a Minority-Owned, Woman-Owned or Veteran-Owned subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE Substitution Form)
- 3) For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:
 - a) The Lexington-Fayette Urban County Government, Division of Central Purchasing (859-258-3320)
- 4) The LFUCG will make every effort to notify interested MWDBE and Veteran-Owned subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

C. DEFINITIONS

- 1) A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.
- 2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by one or more women.

- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by a person(s) that are economically and socially disadvantaged.
- 4) A Veteran-Owned Small Business (VOSB) is defined as a business which is certified as being at least 51% owned, managed and controlled by a veteran and/or a service disabled veteran.
- 5) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

- 1) **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MWDBE and Veteran-Owned subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids written documentation of their Good Faith Efforts to do so.**
- 2) Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.
- 3) The Form of Proposal includes a section entitled “MWDBE Participation Form”. The applicable information must be completed and submitted as outlined below.
- 4) **Failure to submit this information as requested may be cause for rejection of bid or delay in contract award.**

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form.” The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.
- 2) Bidders not reaching the Goal must submit the “MWDBE Participation Form”, the “Quote Summary Form” and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE and/or Veteran participation, bidder shall enter “None” on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:
 - a. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.
 - b. Included documentation of advertising in the above publications with the bidders good faith efforts package

- c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event
- d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned businesses of subcontracting opportunities
- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses.
- f. Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
- g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- d. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs and/or Veteran-Owned businesses soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
- e. Followed up initial solicitations by contacting MWDBEs and Veteran-Owned Businesses to determine their level of interest.
- j. Provided the interested MWDBE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.
- k. Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce
- l. Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- m. Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
- n. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

- o. Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal
- p. Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.
- q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

Note: Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to review by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.



MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

To that end the city council adopted and implemented Resolution 484-2017 – A Certified Minority, Women and Disadvantaged Business Enterprise ten percent (10%) minimum goal and a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and Certified Service Disabled Veteran – Owned Businesses for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals (a full copy is available in Central Purchasing):

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 defined by 49 CFR subpart 26.

Certified Minority Business Enterprise (MBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. African American, Asian American/Pacific Islander, Hispanic Islander, Native American/Native Alaskan Indian) as defined in federal law or regulation as it may be amended from time-to-time.

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

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

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

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

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs and Veteran-Owned Small Businesses in (<https://lexingtonky.ionwave.net>)

Business	Contact	Email Address	Phone
LFUCG	Sherita Miller	smiller@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	ttyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Susan Marston	smarston@tsmsdc.com	502-365-9762
Small Business Development Council	Shawn Rogers UK SBDC	shawn.rogers@uky.edu	859-257-7666
Community Ventures Corporation	Phyllis Alcorn	palcorn@cvky.org	859-231-0054
KY Transportation Cabinet (KYTC)	Melvin Bynes	Melvin.bynes2@ky.gov	502-564-3601
KYTC Pre-Qualification	Shella Eagle	Shella.Eagle@ky.gov	502-782-4815
Ohio River Valley Women’s Business Council (WBENC)	Sheila Mixon	smixon@orvwbc.org	513-487-6537
Kentucky MWBE Certification Program	Yvette Smith, Kentucky Finance Cabinet	Yvette.Smith@ky.gov	502-564-8099
National Women Business Owner’s Council (NWBOC)	Janet Harris-Lange	janet@nwboc.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozdeky@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhammad	production@keynewsjournal.com	859-685-8488



LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference # _____

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

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

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

Company

Company Representative

Date

Title



LFUCG MWDBE SUBSTITUTION FORM
Bid/RFP/Quote Reference # _____

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

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

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

Company

Company Representative

Date

Title



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # _____

The undersigned acknowledges that the minority and/or veteran subcontractors listed on this form did submit a quote to participate on this project. Failure to submit this form may cause rejection of the bid.

Company Name	Contact Person
Address/Phone/Email	Bid Package / Bid Date

MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female	Veteran

(MBE designation / AA=African American / HA= Hispanic American/AS = Asian American/Pacific Islander/ NA= Native American)

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

Company

Company Representative

Date

Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE and Veteran contractors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Central Purchasing/ 200 East Main Street / Room 338 / Lexington, KY 40507.

Bid/RFP/Quote # _____

Total Contract Amount Awarded to Prime Contractor for this Project _____

Project Name/ Contract #	Work Period/ From: _____ To: _____
Company Name:	Address:
Federal Tax ID:	Contact Person:

Subcontractor Vendor ID (name, address, phone, email)	Description of Work	Total Subcontract Amount	% of Total Contract Awarded to Prime for this Project	Total Amount Paid for this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date

By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

Company

Company Representative

Date

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # _____

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE and Veteran-Owned business enterprises on the project and can supply the appropriate documentation.

_____ Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.

_____ Included documentation of advertising in the above publications with the bidders good faith efforts package

_____ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

_____ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned Businesses of subcontracting opportunities

_____ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses

_____ Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

_____ Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

_____ Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

_____ Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.

_____ Provided the interested MWDBE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

_____ Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items

into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

_____ Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

_____ Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

_____ Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business’s quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

_____ Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

_____ Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

_____ Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

NOTE: Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to approval by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.

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

Company

Date

Company Representative

Title

GENERAL PROVISIONS

1. Each Respondent shall comply with all Federal, State & Local regulations concerning this type of service or good.

The Respondent agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, 29 U.S.C. 650 *et. seq.*, as amended, and KRS Chapter 338. The Respondent also agrees to notify the LFUCG in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Respondent agrees to indemnify, defend and hold the LFUCG harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.
3. Addenda: All addenda and IonWave Q&A, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.
4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.
6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.
8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.

9. Additional Information: While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,
10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.
12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

- (1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties
- (2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.
- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
 - (a) Failure to perform the contract according to its terms, conditions and specifications;
 - (b) Failure to make delivery within the time specified or according

- to a delivery schedule fixed by the contract;
- (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
- (d) Failure to diligently advance the work under a contract for construction services;
- (e) The filing of a bankruptcy petition by or against the contractor; or
- (f) Actions that endanger the health, safety or welfare of the LFUCG or its citizens.

B. At Will Termination

Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent, Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. Assignment of Contract: The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. Authority to do Business: The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must

be signed by a duly authorized officer, agent or employee of the Respondent.

16. **Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
17. **Ability to Meet Obligations:** Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.
20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.

Signature

Date

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

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

FINANCIAL RESPONSIBILITY

BIDDER/CONTRACTOR understands and agrees that it shall demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions prior to final acceptance of its bid and the commencement of any work or provision of goods.

INSURANCE REQUIREMENTS

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

Required Insurance Coverage

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

<u>Coverage</u>	<u>Limits</u>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
Auto Liability	\$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	\$100,000
Professional (E&O Liability)	\$1 million per claim
Excess/Umbrella Liability	\$1 million per occurrence

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- d. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

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

Deductibles and Self-Insured Programs

IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE. Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of BIDDER/CONTRACTOR's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage

Safety and Loss Control

CONTRACTOR shall comply with all applicable federal, state, and local safety standards related to the performance of its works or services under this Agreement and take necessary action to protect the life, health and safety and property of all of its personnel on the job site, the public, and LFUCG.

Verification of Coverage

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

Right to Review, Audit and Inspect

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

DEFAULT

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

Background

In 2013, the Mayor's Commission on Homeless issued a report containing recommendations for reducing and preventing homelessness in Lexington. Among those recommendations was the development of a street outreach program to assertively engage persons experiencing unsheltered homelessness facilitating access to housing and other resources. Since that time, two versions of street outreach have been implemented.

In 2015, the Office of Homelessness Prevention and Intervention (OHPI) funded an initial street outreach pilot program. This project targeted persons experience unsheltered homelessness and focused on making "contacts" with as many persons as possible to offer direct connections to housing and other assistance.

In 2018, the OHPI identified the need to restructure this model, adding ongoing intensive case management in addition to "contacts". This outreach team was designed to carry a caseload of active clients as well as making continued contacts to individuals not engaged in services, including those previously refusing services and those new to Lexington's homeless response system.

The OHPI continues to see a need for expanded outreach efforts to individuals experiencing unsheltered homelessness. As of the 2023 Point-in-Time Count, 38 individuals were found to be unsheltered on a single night in January. Approximately 180 additional individuals were at risk of experiencing unsheltered homelessness, being sheltered with seasonal resources. Additionally, challenges remain in engaging persons who refuse services and/or suffer from significant mental health and substance use disorders.

The Progressive Street Outreach team would: (1) operate flexible staffing to conduct outreach early mornings, business hours, evening and weekends; (2) balance new contacts with an ongoing caseload of individuals receiving intensive, housing-focused case management; (3) include, on staff or through partnership, a licensed clinician with the ability to evaluate individuals in the field and facilitate access to mental healthcare and/or substance use treatment.

This team would work in coordination with LFUCG Community Paramedicine, other outreach teams, drop-in/outreach centers, and other providers without duplication of efforts. Teams should be designed and implemented with an ability to: complete 202A petitions, make referral to/work active Adult Protective Services and Guardianship cases, coordinate efforts for Casey's Law and Tim's Law cases, engage individuals residing in encampments, facilitate relocation efforts and provide storage of personal belongings, complete SOAR applications for those unsheltered, and facilitate other supportive services needed to obtain permanent housing.

Eligibility

Eligible proposers are public organizations and private non-profit organizations with 501c3 status and collaborations of such organizations so long as the proposer or at least one member of the collaboration has demonstrated track record of serving people experiencing homelessness or at risk of homelessness including operation of programming with measurable outcomes and proven success.

Instructions

Please submit all required narrative and attachments no later than the deadline indicated below:

1.0 General Provisions

1.1 Purpose

The LFUCG is accepting proposals from qualified non-governmental, non-profit organizations with current 501(c)(3) tax exempt status and with a physical business or program site location in Fayette County (hereinafter referred to as “Proposer”) for onetime homelessness prevention and intervention funding. This funding is reserved for new, innovative, and sustainable programming and may not be used for general agency operations, other than overhead required to support the subject program. This request for proposals is specifically to solicit projects that implement a progressive street outreach program for people experiencing homelessness in Lexington-Fayette County.

By responding to this RFP proposers agree to collaborate fully with LFUCG and/or its designee to collect all necessary data and provide reports needed to evaluate effectiveness of the project. Meticulous data must be maintained and provided on participant outcomes and the proposer must agree to collect all applicable data required by LFUCG. This is necessary to determine return on investment and to effectively evaluate the appropriateness of future funding by LFUCG or any other entity. Proposers also agree to provide financial information about project operations including, but not limited to, such items as staff time allocations, dollar value of leveraged services, etc. Any anticipated costs associated with data collection and evaluation should be included in the proposal to the extent possible.

1.2 Funding Period

The funding period is for one year to begin on or about September 1, 2023 with a possible continuation funding for up to two (2) additional years based on performance and outcomes. The intent of this allocation is to provide funding for startup and operations. LFUCG will conduct ongoing evaluation of the project to determine effectiveness including whether adjustments may be needed for the model in order to maximize outcomes and return on investment.

LFUCG intends to award only one (1) project with an annual budget not to exceed \$300,000 in LFUCG funds, unless otherwise agreed upon between the LFUCG and the selected applicant, but reserves the right to make multiple awards of varying amounts.

1.3 Proposal Submission

The proposal must contain the required documents and respond to each of the required narrative questions to be complete. A complete proposal must also contain a line-item budget for years one through three of the entire project including separate identification of one-time and ongoing costs.

Proposals containing significant omissions of required information will be considered non-responsive and will be removed from the funding process. Significant missing responses to narrative questions constitute an incomplete proposal.

1.4 Acceptance/Rejection of Applications

The LFUCG reserves the right to reject any proposals which may be considered irregular, show serious omission, contain unauthorized alteration of form, or are incomplete.

The LFUCG reserves the right to accept or reject any or all applications in whole or in part, with or without cause, to waive technicalities, to implement scoring penalties, or to accept applications or portions thereof which, in the Urban County Government's judgement, best serve the interests of Urban County Government.

1.5 Requests for Clarification

The LFUCG reserves the right to request clarification of information submitted and to request additional information (to clarify the information submitted) of the applicant either orally or in writing. This may include negotiation of funding amounts, outcomes, and other adjustments prior to the execution of a funding award.

2.0 FUNDING PROCESS

2.1 Timeline

The LFUCG intends to conduct proposal evaluation immediately following the proposal due date and intends to make funding announcements no later than June 2023. This timeline is subject to change without notice.

Successful applicants will be contacted on or about June 5, 2023, to negotiate a funding agreement with expectations that an award be in place for the project to begin operations by July 15, 2023.

No funds may be expended prior to the execution of a funding agreement and grantees will not be reimbursed for pre-award costs.

2.2 Evaluation

Proposals will be evaluated by a neutral panel, the Program Performance & Evaluation Committee of the LFUCG Homelessness Prevention & Intervention Board, all of whom have some expertise in the field of human services but no affiliation with any applicant.

The scoring criteria are outlined in Section 4.0 Evaluation.

2.3 Selection

The highest scoring proposal as determined by the panel will be recommended for funding and contacted to negotiate a funding agreement. Should no agreement be reached, the second highest scoring applicant will be contacted.

2.4 Reporting

The funded project will be required to submit quarterly financial reports. OHPI will pull project reports from the Kentucky Homeless Management Information System (KYHMIS) in order to evaluate progress toward outcomes established in the proposal and associated funding agreement. Report formats will be determined by OHPI as will due dates and submission process.

Failure to submit complete reports on time will delay processing of grant payments and affect the grantee's competitiveness for any future funding opportunities with LFUCG.

3.0 PROPOSAL FORMAT

The Proposer must upload one (1) complete electronic version of their proposal in .PDF format to the LFUCG Ion Wave procurement portal for evaluation purposes. A complete proposal contains each of the following components:

- One Page Cover Sheet containing:
 - Organization or Lead Applicant Name and Authorized Representative
 - Organization or Lead Applicant Address, Phone Number and E-mail
 - Title of proposed project
 - Brief summary of proposed project (250 words or less)
- Project Narrative responding to each of the evaluation criteria described in Section 4.0 and utilizing format described below (15 pages or less)
 - Double spaced
 - Single sided
 - Times New Roman 12-point font with 1-inch margins
 - Page numbers in bottom right corner of complete submission
- Line-item Budget and Budget Narrative (2 pages or less)

4.0 EVALUATION

4.1 Project Design (30 Points)

The project design will evaluate whether and how the project creates **new levels of service** in Lexington through provision of intensive and assertive street outreach to people experiencing unsheltered homelessness. Applicants should demonstrate an awareness of the needs among Lexington's population of people experiencing homelessness, especially those who are unsheltered. Then the narrative should explain how the proposed project design will address those needs.

How will the project identify people who are unsheltered and experiencing homelessness?
When and how often will direct outreach occur?

Will the project operate drop-in hours? How will the project respond to after-hours calls?

How will the project balance new contacts, outreach to priority locations or hot spots, and ongoing case management supports?

How will continued case management to these individuals be conducted?

What is the project's plan for coordinating with the OHPI?

Explain how the project will work with key stakeholders such as Lexington Police, Code Enforcement, Environmental Services, substance use recovery programs, crisis providers of shelter, Social Security Administration, and a multitude of housing providers.

(NOTE: Team will be responsible for compliance with LFUCG SOP for encampments and all responsibilities thereunto.)

Include a list of members and job duties/responsibilities for any proposed outreach team.

Include the procedure and protocol to transport, inventory, store, and return personal belongings.

Describe in detail how the progressive street outreach team will incorporate industry best practices.

Describe the plan to ensure equitable access to services and service delivery, meeting the needs of various populations.

Safety is especially important and applicants should describe plans to ensure the safety of both staff and participants. Be sure to describe the project's plan for interacting with each of the following subpopulations of people experiencing homelessness:

- Veterans
- Youth Ages 18-24
- Families with Children
- Victims of Intimate Partner Violence
- Victims of Human Trafficking/Sex Trafficking
- People with Severe Mental Illness
- People with Addiction/Substance Use Challenges
- People with HIV/AIDS

4.2 Services and Outcomes (20 Points)

What services will the project provide that aren't currently available?

How will the project provide access to these services in a way that is more progressive and intensive than currently available resources?

How will transportation be available to someone identified on the street who wishes to seek shelter or housing but has no vehicle or bus access?

What services/access to services will the project provide for people experiencing substance abuse and/or mental illness?

How will the project facilitate access to the Housing Triage System and facilitate documentation needs?

How will the project approach data collection and entry to ensure complete, accurate, and timely data is maintained in the KYHMIS? What is the project's plan to review data and outcomes?

Applicants should complete a table providing target numbers and percentages for the prescribed outcomes based on industry standards for street outreach and continued unsheltered engagement as well as intensive case management.

The numbers provided may serve as the basis for evaluating project success on quarterly and annual reports. However, OHPI reserves the right to change outcome targets based on industry standards and current environment.

NOTE: All Outreach Contacts should be unsheltered at time of initial contact. However, OHPI recognizes that some contacts may move to a shelter location post initial contact. The project focus should be primarily on those individuals who sleep outdoors while recognizing some individuals cycle back and forth between street and shelter.

4.3 Sustainability (15 Points)

It is the goal of OHPI is to ensure this project continues to operate as long as it produces successful results. However, funding in the Innovative & Sustainable Solutions to End Homelessness Fund is limited and is largely intended for one-time, startup expenses and not ongoing program operations. Therefore, applicants should provide a detailed sustainability plan for how they will seek and acquire resources to continue operations beyond this grant award.

Plans should include specific public and private funding sources to be pursued and not just a blanket assurance that the applicant will seek funding.

4.4 Organizational Capacity and Experience (20 Points)

Describe the organization's experience with people experiencing homelessness, specifically people who are unsheltered. Identify who will lead that team (provide resume if person is identified or job description if they are to be hired). Also, identify any people and/or organizations who have committed to participate with that team and describe their roles and experience with any particular subpopulation.

If the organization provides any current level of street outreach then describe that service and explain how this project will be an addition/expansion and not just provide funding for existing outreach.

Identify the project director and include a resume/CV. If the project director is to be hired, include a job description in the attachments (if different than team lead described above).

Identify where the project will be housed within the organization's structure and where the project will be housed physically on a daily basis.

Describe the project management plan and provide a timeline for implementation.

Provide a description of the applicant's experience with grants management and financial accountability.

Briefly describe the organization's history, service delivery model and philosophy, and governance structure.

Describe the organization's current participation in KYHMIS and its plan to ensure full participation in KYHMIS for the proposed project. Full KYHMIS participation is required for this project in order to receive funding under this announcement.

4.5 Budget/Budget Narrative (15 Points)

Proposals should include a separate line item budget and budget narrative and will be evaluated based on reasonableness of expenses and overall feasibility. Budgets should reflect all program revenue and expenses for each year of the three-year project.

As a reminder, LFUCG Progressive Street Outreach grant funds may not be used for housing expenses such as rent, utilities, etc. – projects should leverage other resources for housing.

Budgets should include, at a minimum, the following line-items. For each category, identify the amount requested, the amount to be provided through cash match (if applicable), and the amount to be leveraged through other programs or organizations (if applicable).

- Personnel – Identify each position allocated to the grant, role in the project and percentage of FTE allocated.
- Fringe Benefits – Include the organization's fringe benefit rate or show how fringe benefit costs were calculated for the proposed personnel expenses.
- Equipment – Describe any equipment needed for the project such as a tablet for conducting Housing Triage assessments in the field. Clearly identify one-time expenses versus ongoing expenses.
- Travel – Include anticipated amount of travel and mileage reimbursement rate. If out of area travel is proposed, identify its purpose and relevance to the project.
- Contractual – Describe any expenses associated with providing expanded supportive services or other services for which the organization intends to contract with another entity. Any of these expenses to be provided by the proposing organization at no additional cost (as leverage) should be included in other line items.
- Operating Expenses – Break down costs associated with supplies, office space, contracts for supportive services, and any other expense associated directly with the operation of the project. For each item identify the category, such as "Cell Phone Service," and a brief justification of the amount requested.
- Indirect Costs – If an indirect cost rate is used, provide evidence of an approved indirect cost rate from the appropriate cognizant agency. If the organization does not use an indirect cost rate, provide a clear indication of administrative costs as differentiated from direct operating expenses.

5.0 REQUIRED DOCUMENTS

5.1 Audit

Applicants must submit their most recently completed financial audit as an attachment to their proposal.

5.2 Match/Leverage Letters Match

If the proposer is using match or leverage to expand the program past the point of LFUCG available funding, all match and leverage amounts should be documented in commitment letters in order to receive full credit for budget scoring purposes. Letters do not count toward page limits.

Organizations contributing match and leverage should be aware they will be required to participate fully in the HMIS regarding data collection for this program.



LEXINGTON

RFP-24-2023

Hope Center, Inc.

Supplier Response

Event Information

Number: RFP-24-2023
Title: Street Outreach Services
Type: Request For Proposal
Issue Date: 4/24/2023
Deadline: 5/15/2023 02:00 PM (ET)
Notes: Please submit response in one pdf.

Contact Information

Contact: Sondra Stone
Address: Central Purchasing
Government Center Building
200 East Main Street
Lexington, KY 40507
Phone: (859) 2583320
Fax: (859) 2583322
Email: sstone@lexingtonky.gov

Hope Center, Inc. Information

Address: PO Box 6
Lexington, KY 40588
Phone: (859) 252-2002 x223
Web Address: www.hopectr.org

ONLY ONLINE BIDS WILL BE ACCEPTED! By submitting your response, you certify that you are authorized to represent and bind your company and that you agree to all bid terms and conditions as stated in the attached bid/RFP/RFQ/Quote/Auction documents.

Jeff Crook

Signature

Submitted at 5/11/2023 09:09:44 AM (ET)

jcrook@hopectr.org

Email

Response Attachments

Hope Center Response RFP #24-2023 Street Outreach Services.pdf

Hope Center, Inc. response to LFUCG RFP #24-2023 - Street Outreach Services, including forms and required attachments, EXCEPT audit, which is attached separately.

HC Audit 6-30-22.pdf

Hope Center, Inc. audit

Cover Sheet

o Organization or Lead Applicant Name and Authorized Representative:

Hope Center, Inc.
Jeff Crook, Chief Operating Officer

o Organization or Lead Applicant Address, Phone Number and E-mail:

P.O. Box 6
Lexington, KY 40588

859/619-4821 (Jeff Crook)
Jcrook@hopectr.org

o Title of proposed project:

Hope Center Street Outreach

o Brief summary of proposed project (250 words or less):

Hope Center, Inc. will provide a progressive and comprehensive street outreach program to help unsheltered people experiencing homelessness wherever they may be found, providing engagement and basic human needs, such as food, clothing, and access to shelter. This project would expand existing Hope Center Street outreach staff and hours, and provide for a mental health staff person to conduct field assessments, vastly expanding existing efforts. The street outreach teams will accept referrals from a variety of sources, including LFUCG (OHPI, Parks and Recreation, Lexington Police, etc.), from citizen reports, and from visiting known encampments. It will visit encampment daily to address client needs and serve as a first point of contact for many of the unsheltered individuals in the Lexington homeless system. From there, it will make referrals for housing, medical or mental health needs, substance use treatment/recovery needs, and other resources. The teams will also assist with follow ups with encampments, particularly in situations where encampments are being cleared or relocated, and assist with the development and implementation of a housing plan.

4.1 Project Design:

How will the project identify people...When and how often...Hope Center's Street Outreach teams will identify known encampments, including those that have been identified through the Office of Homeless Prevention and Intervention's (OPHI) list of high priority areas- locations known to be frequently used as homeless encampments, in active coordination with OHPI, LFUCG Code Enforcement and other outreach teams in the community. The teams will also seek out areas that are used as encampments, including those that it has previously identified. It will also accept referrals from the public, and other government agencies, including Parks and Recreation, City Council or the Mayor's Office. It will participate in regular and ongoing calls with OHPI and other homeless providers to identify encampments or individuals who are unsheltered. It will coordinate resources with the HopeMobile, which engages unsheltered people experiencing homelessness on a regular basis.

Direct outreach will occur daily with two two-person teams, providing coverage Monday-Friday, 8am-10pm; and regular weekend coverage, with a schedule based on ongoing needs. The teams will adjust their schedule to address encampments that need contact earlier in the morning or later in the evening, and will be flexible to meet client and the community needs. During winter or other weather activations, it will adjust to needs. Direct outreach will be conducted in encampments and areas that unsheltered individuals may be seeking services, including the public library, day centers, places that provide meals or other such locations. It will make every effort to be able to make contact in the location of the actual encampment or location of habitation (cars, underpasses, etc.) in order to document homelessness but will be available to meet at other locations at the request of the person/s receiving services.

Will the project operate drop-in hours? How will the project respond...The project

will not operate drop-in hours as the teams will be mobile and able to meet unsheltered individuals as needed. The teams will have iPads, cell phones and other necessary technological equipment to ensure that client needs can be addressed from any location. The teams will have cell phones that are available to homeless service providers and individuals needing service as well as those in the community who are interested in making referrals, and will use voicemail or text messaging for non-emergency after-hours calls. Team members will be available for emergency calls after-hours calls on a rotating basis.

How will the project balance new contacts, outreach...and ongoing...The Street Outreach teams will balance making new contacts with connecting with priority outreach locations and providing ongoing case management. First, the coordinator will ensure that referrals for new locations are reviewed and assigned to team members on a daily basis and will assist in coordinating which teams will make contact with priority locations and hot spots. Many of the referrals for new encampments are received overnight or early in the morning, so the teams will prioritize these requests for making contact with new (or newly identified) encampments. The teams will also have assigned client loads for providing case management to ensure that each of these clients will receive the support needed to help move them out of homelessness. The teams will also participate in weekly case management meetings to review the clients receiving ongoing case management with their supervisor, Hope Center's Senior Director of Programs, as well as other relevant team members, including employment specialists, housing specialists, SOAR trained staff, mental health staff and other providers as needed.

Each team will have at least one SOAR trained staff to assist with clients obtaining social security disability benefits and the outreach teams will have a designated housing specialist to assist with applying for, searching for and obtaining permanent housing. The teams will limit the

number of clients receiving intensive case management at any given time to ensure everyone is receiving adequate support. Once a client is transitioned into housing and connection is made to housing case management (if applicable), the case will be closed and a new client will be added.

How will continued case management to these individuals be conducted? Each team will maintain a group of up to 20 intensive case management clients. These individuals will receive more intensive follow up services that include housing navigation and support, applying for mainstream benefits, including SNAP, social security disability, and insurance, employment assistance and coordination of mental health and medical services. Teams will maintain at least weekly contact, based on the specific needs of the clients. Likely more contacts will be needed and provided, including communication with housing, employment, mental health or medical providers on behalf of the intensive case management clients.

Case management will be client-centered, with the unsheltered individuals having the responsibility of working with the outreach staff to develop a case management plan, including goals and identifying needs. This will ensure that the case management staff are addressing the specific needs that are important to the individual. Our staff will conduct the case management in the field, going into the encampments to provide service, but will also occur in whatever locations are needed. This will include transportation to housing, medical or mental health appointments. Staff will meet weekly to review case management plans for each individual and will modify the services based on the changing needs of the individuals.

What is the project's plan for coordinating with the OHPI? The teams will coordinate services with OHPI on a regular basis, including daily contact by email or phone in response to referrals made through the office. The teams will also participate in weekly or bi-weekly outreach meetings with OHPI and other homeless providers who are providing support or

working with outreach clients to ensure appropriate continuity of care. Also, the outreach teams will enter contacts and client information in HMIS so this is readily available to OHPI staff.

Explain how the project will work with key stakeholders...A large portion of street outreach referrals have come from Lexington Police, Community Paramedicine, Code Enforcement, and other community and governmental agencies. Hope Center has established relationships with each of these and will work to address issues with encampments, removal of encampments, related postings, addressing hotspots and accepting referrals. The teams will coordinate, when possible, with representatives from these agencies when making housing plans so that all who encounter the unsheltered individuals will be aware of the plans.

Hope Center's Street Outreach teams will have at least one peer support specialist who is trained in addressing substance use and mental health needs. All teams will be trained in resource identification, including substance use programs, sober living houses, and detox programs. The teams have immediate access to all Hope Center recovery programs, including non-medical detox, residential recovery, intensive outpatient and short-term recovery programs.

The outreach teams also will work with mental health providers in the community, to make referrals and provide transportation to appointments. Teams will be able to coordinate referrals to Eastern State Hospital or other emergency services either through the 202-A process or through emergency detention through the Lexington Police Department. The Street Outreach project will include a licensed mental health professional who will visit encampments, complete assessments in the field and make appropriate referrals. This individual will also be able to complete involuntary hospitalization petitions (202-A), assessments for level of care, Tim's Law or Casey's Law petitions or referrals for guardianship or adult protective services.

The outreach teams will provide housing-focused case management, including assistance

with housing applications through the Lexington Housing Authority, applications for apartment complexes, assistance with completing housing documents and obtaining documentation needed for application for housing, including social security cards, award letters, state identification or other needed documents. It will ensure that all necessary information is received and attempt to ensure that individuals make appointments and are compliant with the referral process. This will also include attending coordinated entry meetings, communicating with OHPI and other housing providers regarding referrals and providing for the specific needs of clients as related to housing. After housing vouchers are secured, the teams will assist with housing search, and after housing is obtained, will work to ensure that clients are able to move into to the unit, assist with finding furniture or any other resources needed to be successful in the housing process. The teams will continue to provide wrap around services for up to 30 days to ensure a successful transition and attempt to connect with ongoing case management services whenever possible.

The teams will work with Code Enforcement, Police and other entities on encampment removals or relocations in accordance with the standard operating procedures regarding encampments, including making appropriate contact, posting notices and assistance with development and implementation of housing plans.

Include a list of members and job duties/responsibilities for any proposed outreach teams.

Street Outreach Teams Coordinator/Teams Lead – day-to-day implementation

Street Outreach Peer Support Specialist – provision of peer support

Street Outreach Housing Navigator – assistance with identifying and obtaining housing

Street Outreach Case Worker/SOAR – case management and access to benefits

Senior Director of Programs – overall administrative and supervisory responsibility for program

Mental Health Clinician – mental health assessments

HMIS Data Entry – continuous data collection/entry

Include the procedure and protocol to transport, inventory, store, and...The teams will help those requesting this service to amass a small number of personal items such as identification, papers, photographs, etc., that will fit into one or two 9” by 12” self-sealing envelopes. Items will be photographed prior to sealing, and each person will sign a release agreeing to the inventory, and to the transportation and storage of the items. Items will be returned upon request, with appropriate identification by an outreach team member or other ID, and a signed receipt of return of belongings. Envelopes will be stored in a locker at Hope Center, and can be picked up there or delivered to the individual upon request.

Describe in detail how the progressive street outreach teams...The project will provide assertive street outreach, delivering services, to the extent possible in the field. Outreach teams will be mobile and able to provide housing assessments, help complete documents, including housing applications, applications for benefits, etc. It will be housing-focused with the immediate goal of getting people off the streets or into a safe environment and immediately addressing housing needs. The teams will utilize a person-centered approach and include clients in planning and decision-making in each step of the process. Motivational interviewing will be used to identify and address issues. The teams will strive to develop relationships and work with people wherever they are in the process, with the intent on moving them closer to housing when they are ready. It will not force or attempt to coerce the individuals into accepting services and will be direct and forthcoming about the potential drawbacks and obstacles, as eviction histories, lack of work history, bad credit and other issues that often housing more difficult to obtain, ensuring that clients understand that the teams will work with them to overcome these difficulties. The teams will include at least one certified peer support specialist trained to work

with individuals to provide services through the lens of someone with lived experience.

Describe the plan to ensure equitable access to services and service delivery... Hope Center's outreach teams will attempt to engage and provide services to all individuals who are unsheltered and experiencing homelessness regardless of gender, race, ethnicity, sexual orientation, or other factors. We do understand that minority populations are often over-represented and underserved in the homeless system. To combat this, the teams will focus attention on areas where these populations are most likely to be found. The teams will also attempt to prioritize minority populations as outlined in the housing checklist and VI-SPDAT scoring system outlined and approved by LexEndHomelessness and OHPI. This scoring system gives priority minority populations, including black, Hispanic, transgender, and other at-risk populations. In addition, Hope Center will make every effort to be diverse in hiring practices and will work with other agencies that address issues specific to these populations.

Safety is especially important and applicants should describe... To ensure safety, outreach staff will operate in teams of at least two individuals when visiting encampments or meeting with clients, except for times when meetings occur in office settings. They will be trained in safety, and be provided with boots, gloves, and other safety supplies. Staff will also be trained in crisis intervention, and First Aid/CPR, and will receive training specific to working with unsheltered populations. When interacting with unsheltered individuals, the teams will announce their presence and request to speak with the individuals. Any who are not interested will be provided with contact information and the teams will attempt later contact; and if the teams feels that the situation is unsafe, they will attempt contact at another time. If necessary, other staff, police, or other appropriate personnel may be requested to assist.

The teams will provide or arrange transportation for unsheltered people to shelter, to keep

appointments, or other needs. When possible, transportation will be done with two staff members. If anyone is unsafe for transport due to intoxication, mental health emergency, medical crisis or any other reason, staff will not transport and will instead request assistance from other teams' members, police, paramedics, etc. It will call 911 in case of type of emergencies. The teams will practice harm reduction methods, including training in Narcan administration and will carry Narcan and, if needed, will administer it and immediately call 911.

o Veterans: If someone identifies as a veteran, the teams will contact the VA's homeless program staff to assist with engagement and resources. Outreach staff can also refer to VA Grant Per Diem programs, which can verify eligibility for services. Veterans will be entered in the VA by-name list. Outreach teams will be trained on homeless veteran issues, and strategies for recognizing these issues, including trauma-informed care training.

o Youth Ages 18-24: The teams will work to identify youth and engage them in services. The teams will work with youth to assess needs and make referrals, and will add clients to coordinated entry and attempt to assist with housing. If appropriate, the teams will provide intensive case management to quickly move youth to appropriate permanent housing resources.

o Families with Children: Outreach staff will work with families with children to identify any service needs and move families quickly from the streets and into housing. It will assist with referrals to agencies sheltering families, and will consult with OHPI on any other appropriate resource based on needs. The intention will be to keep the family intact whenever possible.

o Victims of Intimate Partner Violence: Outreach teams will assess domestic violence risk for everyone in street outreach. For those fleeing domestic violence or in unsafe situations, it will make appropriate referrals to domestic violence resources. It will also make appropriate referrals to Adult or Child Protective Services based on the required duties to report. Safety of the

individual and team members will be a priority.

o Victims of Human Trafficking/Sex Trafficking: If someone reports or is suspected to be a victim of human or sex trafficking, outreach staff will make immediate efforts to ensure safety by assisting with moving to a safe location, and will make appropriate referrals to police. The teams will also engage local resources specializing in helping those impacted by human trafficking.

o People with Severe Mental Illness: Our teams will be trained in working with and identifying individuals with mental illness, particularly those with Serious Mental Illness. Teams will have access to a licensed mental health professional who will be available to go into the field to attempt to address immediate mental health needs and make appropriate mental health assessments to facilitate referrals for housing and for treatment. This will facilitate the provision of SMI verification for those meeting criteria to receive housing priority. For emergency mental health situations, the teams, including the licensed mental health professional, will be able to provide assessment to determine the need for hospitalization and, if necessary, complete paperwork for involuntary hospitalization under KRS202A, or will work with the police to pursue emergency detention in cases where the 202A filing is not the best option.

o People with Addiction/Substance Use Challenges: The teams will use motivational interviewing skills to attempt to engage unsheltered individuals in substance use treatment, including medication assisted treatment, using community resources and treatment programs and will make referrals and provide transportation. The teams will have access to at least one peer support specialist team member who specializes in working with substance use challenges.

o People with HIV/AIDS: Hope Center Outreach teams will work to support individuals experiencing HIV/AIDS and will assist with connecting to appropriate resources. The teams will also assist in making referrals to HIV/AIDS-specific housing resources, providing case

management and assistance with obtaining necessary resources.

4.2 Services and Outcomes

What services will the project provide that aren't currently available? The Hope Center Street Outreach project will offer comprehensive services to the unsheltered population, including initial contacts, ongoing intensive case management, housing navigation, and referrals for benefits. The program will include licensed mental health staff who are available to meet with clients in the field, either at encampments or the location of their choosing and the teams will be able to make referrals for mental health, medical and substance use training. In addition, the teams will be trained in First Aid/CPR and will be able to administer Narcan. All of these services are currently available but are scattered across various agencies and outreach teams. This project will offer all these services through one project. Outreach services will be offered across two shifts and on weekends. Lexington's current outreach teams operate generally on first shift, with some exceptions in cases of extreme weather.

How will the project provide access to these services in a way that is more... The services provided by the Hope Center outreach teams will be more comprehensive than current available services. The teams will operate on two shifts and have weekend hours and will provide a wide range of services, including initial engagement, ongoing intensive case management, housing navigation support and referrals for mental health, medical care and substance use services. The teams will be able to make immediate referrals for mental health assessments as a licensed mental health program will work directly with the teams. In addition, they will have access to the range of other Hope Center resources.

How will transportation be available to someone identified on the street who... Transportation will be provided or arranged as needed to ensure that clients are able to seek

appropriate shelter or pursue housing, attend appointments or other needs. This will include transport by the outreach teams, arrangement of Lyft rides, or transport through insurance providers (for medical appointments).

What services/access to services will the project provide for people...Hope Center operates a variety of substance use programs, including residential, outpatient, and MAT, that will be available to unsheltered individuals. Individuals seeking to participate in these programs will be able to reside at either the emergency shelter (men) or a gender-specific recovery program. They will also have access to a short-term, non-medical detoxification program.

Additionally, the teams will make referrals to other appropriate substance use programs based on individual needs and preferences. As part of the person-centered approach, it is important that these individuals pursue options for which they feel comfortable. Hope Center will also provide referrals and transportation to the Needle Exchange Program, arrange for Narcan training or other necessary harm reduction measures related to substance use.

Outreach staff will also work closely with a project licensed mental health staff member to assess mental health needs and make appropriate referrals to community resources, based on the interest of the individual. The teams will assist with making appointments and arranging transportation. They will also assist with arranging transportation to pharmacies or arrange to pick up medications as needed.

How will the project facilitate access to the Housing Triage System and...The outreach teams will work with OHPI, Lexington Housing Authority and other housing providers in the Continuum of Care to ensure clients are included in the coordinated entry process. The teams will conduct VI-SPDATs and will enter this information in HMIS. The teams will also assist clients with obtaining housing documentation, including social security cards, state ID,

birth certificates, award letters or income verification and other needed documents and will upload these in HMIS and, if necessary, retain a copy for records. It will also work with individual housing providers to ensure the necessary documentation is provided, including verification of chronic homelessness, disability or SMI verification as needed.

How will the project approach data collection and entry to ensure ... The Outreach Teams will collect HMIS and enter data into the Street Outreach and Lexington COC projects in HMIS. It will collect all required HUD universal data and will document service entries as interim updates. The teams will collect as much of the data as possible at the initial contact with the understanding that there are times this is not possible due to client resistance. By the second contact, the teams will attempt to complete the basic HMIS data as well as the HMIS release of information. The Project Start Date will be entered at the time clients agree to work with the outreach teams. Clients will be exited when they leave the project due to housing, incarceration, or other reasons, or when no contact has been made in 90 days. All HMIS data regarding Street Outreach will be reviewed by Senior Director of Program with the Outreach Staff on at least a monthly basis. The review will include outcomes for the program, including housing, referrals to shelter, etc., and will include a review of the accuracy and timeliness of the data.

Applicants should complete a table providing target numbers and percentages...

Performance Measure	Target (Monthly)	Outcome (Monthly)
Number of contacts (unduplicated)	60	60
Number of coordinated entry referrals	75%	45
% with new or increased income (stayers and leavers)	25%	15
% with new or increased non-cash benefits (stayers and leavers)	25%	15
Assistance with entering shelter	25%	15
Enrolled in Intensive Case Management (ICM) (max. case load per team member will be 20)	25%	15
Placed in permanent housing (of those agreeing ICM services, with each receiving 30 days of ICM post-housing)	50%	8

4.3 Sustainability

Applicants should provide a detailed sustainability plan for how they will...Hope Center will pursue appropriate Federal grants, including SAMHSA Grants to Benefit Homeless Individuals and other SAMHSA grants that may be amenable to requests for street outreach; and PATH funds for street outreach. Private funding sources will include Baptist Health Foundation, Keeneland, PNC Bank, CHI St. Joseph Health, and others as applicable.

4.4 Organizational Capacity and Experience

Describe the organization's experience with people experiencing...Hope Center has experience with both unsheltered and sheltered people experiencing homelessness. It has served unsheltered people for many years through its HopeMobile, and through several street outreach initiatives funded by LFUCG. It has provided emergency shelter for men for over 25 years.

David Shadd, Senior Director of Programs at Hope Center, will act as the Project Director and provide administrative and clinical supervision. The Street Outreach Teams Lead will be Dustin Louthen, a Peer Support Specialist. Resumes for these two positions are attached. Other staff will include: Street Outreach Peer Support Specialist/Case Worker—Jason Dezarn, Peer Support Specialist; Street Outreach Case Worker/SOAR Specialist—TBD, Street Outreach Housing Specialist---TBD, and a Street Outreach Mental Health Clinician—TBD.

If the organization provides any current level of street outreach then describe...The current Hope Center outreach team works from the streets to help unsheltered people wherever they may be found, providing engagement and basic human needs. It accepts referrals from a variety of sources, including LFUCG, citizen reports, and visiting known encampments. It visits encampments daily to address client needs and serve as a first point of contact for many unsheltered individuals in Lexington. From there, the team makes referrals for housing, medical

and/or mental health needs and other resources. It assists with follow-ups with encampments, particularly when they are being cleared or relocated, and assists with the development and implementation of housing plans. This project would greatly expand street outreach staff and hours, and provide for a mental health staff person to conduct field assessments, vastly expanding and improving upon existing efforts.

Identify the project director...Identify where the project will be housed... David Shadd, Senior Director of Programs will be the project director. Please see attached resume. The project will be housed under Shelter and Outreach Services under the Senior Director of Programs. The project will be physically housed at the Hope Center Emergency Shelter.

Describe the project management plan and provide a timeline for implementation. Hope Center currently operates a Street Outreach teams and those team members will continue working with this project. Hiring for the other positions will begin immediately upon award notification and the positions will be hired and trained within 60 days, with as much of that time as possible being training in the field. Within 90 days the teams will be fully operational and will be ready to implement the proposed schedule of two shifts and weekend coverage. Until the hiring and training is complete, the current outreach teams will work with their supervisor and the OHPI staff to plan for appropriate coverage to address the community needs.

Provide a description of the applicant's experience with grants management and... HC is experienced in the successful implementation of grant-funded programs, with awards from funding sources including SAMHSA, HUD, VA, KY Cabinet for Health and Family Services, LFUCG, and many more. It uses software with separate accounts for each funding source, and undergoes an annual independent audit.

Briefly describe the organization's history, service delivery model and philosophy...

Hope Center, Inc. is a nonprofit organization providing services in Fayette County since 1996, when it began offering emergency shelter for homeless men. Its service delivery model includes both professional and peer service providers, many with lived experience. Its philosophy is to provide life-sustaining and life-rebuilding services that address the underlying causes of homelessness such as substance abuse, mental illness, life management skills, and issues related to employability. It is governed by a volunteer board of directors.

Describe the organization's current participation in KYHMIS and its plan ...Hope

Center currently participates in HMIS, including the Hope Center Emergency Shelter, Street Outreach, Men's and Women's Recovery Programs and PATH. The proposed project will participate in HMIS, including entering HUD Universal Data Elements, completing Release of Information for HMIS, and entering contacts, including initial contacts and interim contacts. The project will enter the Project Start Date when clients agree to begin working with the outreach teams and will enter each contact in HMIS to document homelessness, including the location of the encampment or contact. The teams will update information as it becomes available, including changes in income, employment, disability or other new information. The teams will also exit clients as they move out of the outreach project either to housing or other locations such as jail or hospitals. Inactive clients will be removed from the project after 90 days if there is no contact with the outreach teams. HMIS documentation and records will be reviewed on at least a monthly basis by the Senior Director of Programs at Hope Center, who also serves as the agency lead for HMIS.

DAVID ALLEN SHADD, II
4165 Forsythe Drive
Lexington, KY 40514
(859) 229-8543
dshadd@hopectr.org

Hope Center, Inc (August 2011-present)

Senior Director of Programs (February 2023-present)

- Provide program oversight to all Hope Center Men's Programs, including Men's Recovery Program, and Social Services/Shelter programming.
- Manage and Maintain contracts with Department of Corrections, Veterans Affairs, HUD, Drug Court and LFUGC per guidelines of each agreement
- Oversight and supervision of all activities, services, and personnel of all direct service programs at the Hope Center's Loudon Avenue locations, Hillrise Apartments, the Hope Mobile and Street Outreach teams.
- Develop and/or revise, in collaboration with the Operations Committee, policies necessary for the effective and efficient delivery of program services.
- Supervise program coordinators and complete annual performance evaluations
- Recruit, interview, and recommend the hiring of replacement program personnel in collaboration with program coordinators
- Serve as Project Director for SAMHSA grants, including Offender Re-Entry and Medication Assisted Treatment grants. Complete monthly grantee calls and submit all necessary reports to adhere to terms of the grant

Director of Programs (August 2011-February 2023)

- Provide program oversight to all Hope Center Men's Programs, including Men's Recovery Program, Mental Health Program and Shelter Services
- Manage and maintain contracts with the Department of Corrections, Veterans' Affairs, HUD, and LFUGC per guidelines of each agreement
- Oversight and supervision of all activities, services, and personnel of all direct service programs at the Hope Center's Loudon Avenue locations, Hillrise Apartments, the Hope Mobile and Street Outreach teams.
- Develop and/or revise, in collaboration with the Management Team, policies necessary for the effective and efficient delivery of program services.
- Supervise all program coordinators and complete annual performance evaluations
- Recruit, interview, and recommend the hiring of replacement program personnel in collaboration with program coordinators.
- Plan, develop and implement new programs, including a Housing First and Street Outreach program to serve homeless individuals living in the community.

Eastern Kentucky University (January 2014-present)

- Part-Time Instructor for Psychology Department
- Develop and present lectures for course
- Provide guidance to students enrolled in courses

- Complete assigned trainings and attend meetings as required by department
- Utilize blackboard and textbook associated software as required by the department

Bluegrass Community and Technical College (August 2007-December 2013)

- Instructor for Introductory Psychology and Developmental Psychology courses
- Develop and present lectures for course
- Provide guidance to students enrolled in courses
- Complete assigned trainings and attend meetings as required by department
- Utilize blackboard and textbook associated software as required by the department

Bluegrass Regional Mental Health/Mental Retardation Board, Inc (now New Vista) (May 2002-August 2011)

Director at Central Triage Center at Eastern State Hospital (September 2009-August 2011)

- Provide administrative oversight for psychiatric hospital admissions and referrals
- Coordinate services with Community Mental Health Agencies and other mental health agencies to provide services
- Perform evaluations for potential admission to the hospital in accordance with KRS 202A
- Provide oversight to the 24 hour crisis line operated
- Provide oversight to the Crisis Stabilization Unit, including supervising staff and overseeing clinical services
- Developing policy and procedures for Central Triage Center, which opened in January 2010 and combined the admission office for Eastern State Hospital with the outpatient 202A evaluation processes.
- Review documentations completed by Qualified Mental Health Professionals to ensure quality of evaluations
- Meet with local judges, law enforcement and other government officials to review new procedures and to address issues and concerns related to process
- Coordinate with other hospital personnel to ensure continuity of care

Mental Health Director at Fayette County Detention Center (June 2006-March 2010)

- Coordinate mental health services for clients in a correctional setting
- Develop and implement screening tools for assessing suicide risk and need for mental health services
- Conduct court-ordered Mental Status Examinations
- Complete psychological testing and evaluations
- Complete substance abuse screenings and referrals for the Fayette County Courts
- Interview and hire mental health staff
- Provide administrative and clinical supervision to staff
- Develop and implement mental health and suicide awareness training for correctional staff
- Coordinate with outside agencies to improve follow up care and to reduce recidivism
- Analyze budget information and manage the programs finances

Mental Health Specialist/Assistant Director at Fayette Co Detention Center (Dec 03-June 06)

- Assist program director with hiring and supervision of clinical staff.
- Complete intake assessments to determine suicide risk, mental illness, and need for psychiatric referrals.
- Conduct court-ordered Mental Status Examinations
- Review recommendations of clinical staff and determine appropriate interventions for clients.
- Advise correctional staff and court system on interventions for difficult and dangerous clients.
- Collect and analyze data, design and present reports to track cost, budget compliance, etc.
- Train correctional officers on mental health issues and interventions
- Collaborate with staff psychiatrists for consultations and treatment plans.
- Consult with medical, custodial, and inmate service groups to coordinate appropriate mental health services for inmate.
- Review medical records and determine need for medications and psychiatric referrals.
- Coordinate outpatient services for treatment and housing for chronically mentally ill inmates prior to release.
- Work with community mental health and government agencies to coordinate services.

Mental Health Associate at Bluegrass Personal Care Home (May 2002-Dec 2003)

- Serve as Unit leader (duties include assigning tasks to on-duty staff, ensure safety and security of staff and patients, ensure all policies and procedures followed, and communicate concerns with supervisor and on-coming shift.)
- Serve as member of a treatment team (evaluate progress of patients, determine safety/security risks for patients, create/revise psychosocial histories and treatment plans, consult with staff psychiatrist, serve as primary clinician/therapist for assigned residents)
- Oversee daily activities of resident (evaluate progress/problems of all residents, update chart according to treatment needs, assist/supervise patients with the completion of daily tasks.)

EDUCATION

Eastern Kentucky University (May 2004) - Master of Science-Clinical Psychology

University of Kentucky (May 2002) - Bachelor of Arts-Psychology

Maysville Community College (December 2001) - Associate of Arts

Harrison County High School (1995)

PROFESSIONAL CERTIFICATIONS

Licensed Psychological Practitioner (2014-present)

Licensed Psychological Associate (2005-2014)

Kentucky Board of Examiners of Psychology

Dustin Louthen

Outreach Coordinator

My career goals included working in the human services field assisting folks with support and resources to meet their needs for a positive successful life.

Experience

2020 - Current

Outreach Coordinator *The Hope Center*

Partner with the Office of Homeless Prevention and Intervention and LFUCG to assist the needs of individuals in the community who are living on the streets. Aid those on the streets, and, ultimately, housing.

2019– 2020

Peer Support Specialist: Outreach New Vista

Work with New Vista clinical team in the field to get services to those experiencing homelessness in Fayette County.

2019 – 2019

Peer Mentor *The Hope Center*

Work with and support shelter services operations and donations. Assist the recovery program when asked and supervise those still in the program when needed.

Education

2021 – present

BS Social Work

KCTC/EKU

Skills

- Creativity
- Leadership
- Organization
- Problem solving
- Teamwork

Contact

360 W. Loudon Ave
Lexington, KY 40508
859-556-1870
dlouthen@hopectr.org

LFUCG Street Outreach Services Budget

Personnel

Position	FTE Effort	Annual Salary	Year 1 Cost	Year 2 Cost	Year 3 Cost
Senior Director of Programs	10%	112,400	11,240	11,240	11,240
Street Outreach Team Coordinator/Team Lead	100%	38,000	38,000	39,140	39,140
Street Outreach Peer Support Specialist	100%	37,000	37,000	38,110	38,110
Street Outreach Housing Navigator	100%	31,800	31,800	32,754	32,754
Street Outreach Case Worker/SOAR	100%	31,800	31,800	32,754	32,754
Mental Health Clinician	50%	46,000	23,000	23,690	23,690
HMIS Data Entry	25%	38,630	9,658	9,947	9,947
Chief Financial Officer	10%	115,000	11,500	11,500	11,500
Senior/AR Accountant	5%	62,820	3,141	3,141	3,141
Project/AP Accountant	5%	44,350	2,218	2,248	2,248
Total Staff Personnel Expense			199,356	204,524	204,524

Fringe

Includes Health Ins, Dental Ins, Disability Ins, Life Ins, FICA, 401k

33.5% is calculated on the subtotal for Total Staff Personnel Expense above

Staff Fringe Benefits/Taxes (33.5%)	Total Fringe Benefits Expense	66,784	68,516	68,516
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Equipment

Purchase of Computers, Tablets and Smart Phones - one time expense

	6,900	0	0
Total Travel Expense	6,900	0	0

Travel

Purchase of Gasoline for Street Outreach Vehicle(s)

	1,800	1,800	1,800
Total Travel Expense	1,800	1,800	1,800

Contractual

0	0	0
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Operating Expenses

Offices Allocation (5 staff offices)

HMIS fees

Program Supplies

Smart Phone Service

Total Operating Expenses

21,000	21,000	21,000
500	500	500
1,260	1,260	1,260
2,400	2,400	2,400
25,160	25,160	25,160

Indirect Costs

0	0	0
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Total Expenses

300,000	300,000	300,000
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Budget Narrative

Personnel

David Shadd, the Senior Director of Programs, will act as the administrative and supervisory lead for the project at 10% FTE. Dustin Louthen will serve as the Street Outreach Team Coordinator/Team Lead at 100% FTE. Jason Dezarn, Street Outreach Peer Support Specialist, will contribute lived experience expertise as a team member, at 100% FTE. A Street Outreach Housing Navigator and a Street Outreach Case Worker/SOAR Specialist - both to be determined - will each devote 100% FTE as team members; and a Street Outreach Mental Health Clinician, to be determined, will devote .50 FTE. Existing Hope Center Staff will assist with HMIS data entry. A small percentage of administrative staff time to cover required administrative activities for the project is included for the Chief Financial Officer and accounting staff. Personnel costs increase slightly in the second year to account for one-time costs in year 1; and year three is the same as year 2.

Fringe Benefits

Hope Center's fringe benefit rate is 33.5%, and is calculated based on the FTE devoted to the project.

Equipment

Hope Center, will purchase 3 cellular-enabled tablets @ \$300 (\$900 total) (one for each of the 2 teams and one for the Mental Health Clinical) for activities in the field including conducting Housing Triage assessments, HMIS intake, resource navigation, etc. in the field. The project will purchase 3 cell phones for new staff, at \$800 each, for a total of \$2,400, and 3 computers, at \$1,200 each for a total of \$3,600. These are all one-time expenses versus ongoing expenses.

Travel

For this project, Hope Center will use agency-owned vehicle and will pay for gas, rather than mileage. \$150 per month is requested for two teams for local travel to encampments, etc., and local client transportation to appointments and other client needs.

Contractual

No expenses are associated or requested for contractual expenses.

Operating Expenses

Operating expenses of \$25,160 are requested for office space for 5 project Street Outreach staff members, annual HMIS fee, program supplies such as contact sheets, info sheets, etc. (\$105/month), and service plans for 3 smart phones and cell-enabled tablets.

Indirect Costs

No funds for indirect costs are requested.

Other Attachments

- Amendment 1 – Certification of Compliance for Expenditures Using Federal Funds, Including the American Rescue Plan Act
- Affirmative Action Plan
 - Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunities and DBE Contract Participation
 - Hope Center Affirmative Action Plan
- Information Sheet
- Workforce Analysis Form
- Affidavit
- Equal Opportunity Agreement
- General Provisions
- Audit (uploaded separately)

AMERICAN RESCUE PLAN ACT

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

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

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

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

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

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

- (1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and

applicants for employment. notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

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

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

- (1) *Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.*

- (2) *Violation: liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) *Withholding for unpaid wages and liquidated damages.* LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

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

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

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

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

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

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

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

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

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

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

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

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

16. The contractor acknowledges and certifies that it has not been debarred or suspended and further acknowledges and agrees that it must comply with regulations regarding debarred or suspended entities in accordance with 24 CFR § 570.489(I). 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

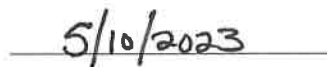
conformity with 2 CFR 200.322 and/or section 70914 of Public Law No. 117-58, §§ 70901-52, also known as the Infrastructure Investment and Jobs Act, whichever is applicable.

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

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

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

Notice of requirement for Affirmative Action to ensure Equal Employment Opportunities and Disadvantaged Business Enterprises (DBE) Contract participation. Disadvantaged Business Enterprises (DBE) consists of Minority-Owned Business Enterprises (MBE) and Woman-Owned Business Enterprises (WBE).

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this Contract be subcontracted to Disadvantaged Business Enterprises, which is made up of MBEs and WBEs. The Lexington Fayette Urban County Government also has set a goal that not less than three percent (3%) of the total value of this Contract be subcontracted to Veteran-owned Small Businesses. The goal for the utilization of Disadvantaged Business Enterprises as well Veteran –owned Small Businesses as subcontractors is a recommended goal. Contractor(s) who fail to meet such goal will be expected to provide written explanations to the Director of the Division of Purchasing of efforts they have made to accomplish the recommended goal, and the extent to which they are successful in accomplishing the recommended goal will be a consideration in the procurement process. Depending on the funding source, other DBE goals may apply.

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

Sherita Miller, MPA, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor, Room 338
Lexington, Kentucky 40507
smiller@lexingtonky.gov

Lexington-Fayette Urban County Government

MWDBE PARTICIPATION GOALS

A. GENERAL

- 1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE), Disadvantaged (DBE) Business Enterprises and Veteran-Owned Small Businesses (VOSB) as subcontractors or suppliers in their bids.
- 2) Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned, Woman-Owned and Disadvantaged Businesses on this contract.
- 3) **It is therefore a request of each Bidder to include in its bid, the same goal (10%) for MWDBE participation and other requirements as outlined in this section.**
- 4) The LFUCG has also established a 3% of total procurement costs as a Goal for participation for of Veteran-Owned Businesses.
- 5) **It is therefore a request of each Bidder to include in its bid, the same goal (3%) for Veteran-Owned participation and other requirements as outlined in this section.**

B. PROCEDURES

- 1) The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned, Woman-Owned or Veteran-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2) Replacement of a Minority-Owned, Woman-Owned or Veteran-Owned subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE Substitution Form)
- 3) For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:
 - a) The Lexington-Fayette Urban County Government, Division of Central Purchasing (859-258-3320)
- 4) The LFUCG will make every effort to notify interested MWDBE and Veteran-Owned subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

C. DEFINITIONS

- 1) A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.
- 2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by one or more women.

- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by a person(s) that are economically and socially disadvantaged.
- 4) A Veteran-Owned Small Business (VOSB) is defined as a business which is certified as being at least 51% owned, managed and controlled by a veteran and/or a service disabled veteran.
- 5) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

- 1) **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MWDBE and Veteran-Owned subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids written documentation of their Good Faith Efforts to do so.**
- 2) Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.
- 3) The Form of Proposal includes a section entitled “MWDBE Participation Form”. The applicable information must be completed and submitted as outlined below.
- 4) **Failure to submit this information as requested may be cause for rejection of bid or delay in contract award.**

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form.” The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.
- 2) Bidders not reaching the Goal must submit the “MWDBE Participation Form”, the “Quote Summary Form” and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE and/or Veteran participation, bidder shall enter “None” on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:
 - a. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.
 - b. Included documentation of advertising in the above publications with the bidders good faith efforts package

- c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event
- d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned businesses of subcontracting opportunities
- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses.
- f. Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
- g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- d. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs and/or Veteran-Owned businesses soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
- e. Followed up initial solicitations by contacting MWDBEs and Veteran-Owned Businesses to determine their level of interest.
- j. Provided the interested MWDBE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.
- k. Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce
- l. Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- m. Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
- n. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

- o. Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal
- p. Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.
- q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

Note: Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to review by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.



MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

To that end the city council adopted and implemented Resolution 484-2017 – A Certified Minority, Women and Disadvantaged Business Enterprise ten percent (10%) minimum goal and a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and Certified Service Disabled Veteran – Owned Businesses for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals (a full copy is available in Central Purchasing):

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 defined by 49 CFR subpart 26.

Certified Minority Business Enterprise (MBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. African American, Asian American/Pacific Islander, Hispanic Islander, Native American/Native Alaskan Indian) as defined in federal law or regulation as it may be amended from time-to-time.

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

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

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

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

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs and Veteran-Owned Small Businesses in (<https://lexingtonky.ionwave.net>)

Business	Contact	Email Address	Phone
LFUCG	Sherita Miller	smiller@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	ttyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Susan Marston	smarston@tsmsdc.com	502-365-9762
Small Business Development Council	Shawn Rogers UK SBDC	shawn.rogers@uky.edu	859-257-7666
Community Ventures Corporation	Phyllis Alcorn	palcorn@cvky.org	859-231-0054
KY Transportation Cabinet (KYTC)	Melvin Bynes	Melvin.bynes2@ky.gov	502-564-3601
KYTC Pre-Qualification	Shella Eagle	Shella.Eagle@ky.gov	502-782-4815
Ohio River Valley Women’s Business Council (WBENC)	Sheila Mixon	smixon@orvwbc.org	513-487-6537
Kentucky MWBE Certification Program	Yvette Smith, Kentucky Finance Cabinet	Yvette.Smith@ky.gov	502-564-8099
National Women Business Owner’s Council (NWBOC)	Janet Harris-Lange	janet@nwboc.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozdeky@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhammad	production@keynewsjournal.com	859-685-8488



LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference # _____

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

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

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

Company

Company Representative

Date

Title



LFUCG MWDBE SUBSTITUTION FORM
Bid/RFP/Quote Reference # _____

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

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

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

Company

Company Representative

Date

Title



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # _____

The undersigned acknowledges that the minority and/or veteran subcontractors listed on this form did submit a quote to participate on this project. Failure to submit this form may cause rejection of the bid.

Company Name	Contact Person
Address/Phone/Email	Bid Package / Bid Date

MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female	Veteran

(MBE designation / AA=African American / HA= Hispanic American/AS = Asian American/Pacific Islander/ NA= Native American)

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

Company

Company Representative

Date

Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE and Veteran contractors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Central Purchasing/ 200 East Main Street / Room 338 / Lexington, KY 40507.

Bid/RFP/Quote # _____

Total Contract Amount Awarded to Prime Contractor for this Project _____

Project Name/ Contract #	Work Period/ From: _____ To: _____
Company Name:	Address:
Federal Tax ID:	Contact Person:

Subcontractor Vendor ID (name, address, phone, email)	Description of Work	Total Subcontract Amount	% of Total Contract Awarded to Prime for this Project	Total Amount Paid for this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date

By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

Company

Company Representative

Date

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # _____

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE and Veteran-Owned business enterprises on the project and can supply the appropriate documentation.

_____ Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.

_____ Included documentation of advertising in the above publications with the bidders good faith efforts package

_____ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

_____ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned Businesses of subcontracting opportunities

_____ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses

_____ Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

_____ Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

_____ Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

_____ Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.

_____ Provided the interested MWDBE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

_____ Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items

into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

_____ Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

_____ Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

_____ Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business’s quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

_____ Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

_____ Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

_____ Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

NOTE: Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to approval by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.

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

Company

Date

Company Representative

Title

**HOPE Center
Personnel Policies**

**Effective Date: 4/1/96
Revised Date:**

**Section 1.2
Page 1 of 2**

GENERAL PROVISIONS

Equal Employment Opportunity

- 1.2 (1) The HOPE Center will provide equal employment opportunity without regard to race, color, sex, age, disability, religion, national origin, marital status, sexual orientation, ancestry, political belief or activity, or status as a veteran.
- 1.2 (2) This policy applies to all areas of employment, including recruitment, hiring training and development, promotion, transfer, termination, layoff, compensation benefits, social and recreational programs, and all other conditions and privileges of employment in accordance with applicable federal, state and local laws.
- 1.2 (3) It is the policy of the HOPE Center to comply with all relevant and applicable provisions of the Americans with Disabilities Act (ADA). The HOPE Center will not discriminate against any qualified employee or job applicant with respect to all terms, privileges, or conditions of employment because of a person's physical or mental disability. Reasonable accommodations will be made when necessary for all employees or applicants with disabilities, provided that the individual is otherwise qualified to safely perform the duties and assignments connected with the job and provided that any accommodations made do not require significant difficulty or expense.
- 1.2 (4) Equal employment opportunity notices will be posted on appropriate employee bulletin boards as required by law. The notices summarize the rights of employees to equal opportunity in employment and lists the names and addresses of the various government agencies that may be contacted in the event that any person believes he or she has been discriminated against.
- 1.2 (5) The Executive Director is primarily responsible for compliance in equal opportunity matters. All employees are required to support and assist in the commitment of the HOPE Center to equal employment opportunity for all.

**Hope Center
Personnel Policies**

**Effective Date: 4/1/96
Revised Date: 7/22/99**

**Section 1:2
Page 2 of 2**

GENERAL PROVISIONS

**Equal Employment Opportunity
Continued**

- 1.2(6) Any employee, including managers, involved in discriminatory practices will be subject to disciplinary action up to and including termination.

Firm Submitting Proposal: Hope Center, Inc.

Complete Address: P.O. Box 6 Lexington 40588
Street City Zip

Contact Name: Jeff Crook Title: Chief Operating Officer

Telephone Number: 859/619-4821 Fax Number: 859/721-0147

Email address: jcrook@hopectr.org

WORKFORCE ANALYSIS FORM

Name of Organization: Hope Center 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	8	1	6				1									1	7
Professionals	6		5			1										1	5
Superintendents																	
Supervisors	12	4	4			2	2									6	6
Foremen																	
Technicians																	
Protective																	
Para-professionals	49	22	13			9	5									31	18
Office/Clerical																	
Skilled Craft	11	5	1			3	1			1						9	2
Service/Maintena	5	5														5	
Total:	91	37	29			15	9			1						53	38

Prepared by: Jeff Crook, COO Date: 05 / 10 / 23

(Name and Title)

Revised 2015-Dec-15

AFFIDAVIT

Comes the Affiant, Jeff Crook, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Jeff Crook and he/she is the individual submitting the proposal or is the authorized representative of Hope Center, Inc., the entity submitting the proposal (hereinafter referred to as "Proposer").

2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

4. Proposer has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.

6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

Continued on next page

7. Proposer acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

STATE OF Kentucky
COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me
by Jennifer Hertweck on this the 10th day
of May, 2023.

My Commission expires: January 14, 2026

Jennifer Hertweck
NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states:

The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

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

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

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.


Signature

Hope Center, Inc.
Name of Business

GENERAL PROVISIONS

1. Each Respondent shall comply with all Federal, State & Local regulations concerning this type of service or good.

The Respondent agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, 29 U.S.C. 650 *et. seq.*, as amended, and KRS Chapter 338. The Respondent also agrees to notify the LFUCG in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Respondent agrees to indemnify, defend and hold the LFUCG harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.
3. Addenda: All addenda and IonWave Q&A, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.
4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.
6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.
8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.

9. Additional Information: While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,
10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.
12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

- (1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties
- (2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.
- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
 - (a) Failure to perform the contract according to its terms, conditions and specifications;
 - (b) Failure to make delivery within the time specified or according

- to a delivery schedule fixed by the contract;
- (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
- (d) Failure to diligently advance the work under a contract for construction services;
- (e) The filing of a bankruptcy petition by or against the contractor; or
- (f) Actions that endanger the health, safety or welfare of the LFUCG or its citizens.

B. At Will Termination

Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent. Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. Assignment of Contract: The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. Authority to do Business: The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must

be signed by a duly authorized officer, agent or employee of the Respondent.

16. **Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
17. **Ability to Meet Obligations:** Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.
20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.

Signature  _____

Date 5/10/2023

AMERICAN RECUE PLAN ACT OF 2021 SUBRECIPIENT AGREEMENT

THIS AGREEMENT, is made and entered into on 17th day of July, 2023, by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government pursuant to KRS Chapter 67A, and located at 200 East Main Street, Lexington, Fayette County, Kentucky 40507 (hereinafter referred to as "GOVERNMENT"), and **HOPE CENTER, INC.**, a Kentucky non-profit corporation pursuant to KRS Chapter 273, whose post office address is P.O. Box 6, Lexington, KY. 40588 (hereinafter referred to as "SUBRECIPIENT").

WHEREAS, the GOVERNMENT been awarded federal funds from the U.S. Department of Treasury, under the American Rescue Plan Act of 2021 (referred to hereinafter as "ARPA") to provide for payment of eligible expenses;

WHEREAS, guidance from the Treasury interpreting ARPA provides that supporting programs that improve access to stable housing among individuals who are homeless or at risk of homelessness is an eligible use;

WHEREAS, the SUBRECIPIENT provides street outreach case management services to individuals experiencing unsheltered homelessness or at risk of experiencing unsheltered homelessness;

WHEREAS, the GOVERNMENT has determined that providing funding to the SUBRECIPIENT will improve access to stable housing options to unhoused persons, who have also been impacted and/or disproportionately impacted, as those terms are defined in guidance received from the Treasury, by the COVID-19 health emergency;

WHEREAS, the GOVERNMENT's responsibility for ensuring compliance with all grant requirements necessitates a written agreement ("Agreement") with the SUBRECIPIENT;

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

I. STATEMENT OF WORK

A. Activities

The SUBRECIPIENT will be responsible for providing the services described in RFP #24-2023, which is attached as Exhibit 1, and in the SUBRECIPIENT's response to RFP #24-2023, which is attached as Exhibit 2, both of which are incorporated herein by reference. The services shall be operated in a manner satisfactory to the GOVERNMENT and in compliance with all local, state, and federal laws and regulations.

B. Performance Monitoring

The GOVERNMENT shall monitor the performance of the SUBRECIPIENT as necessary and in accordance with regulations on SUBRECIPIENT Monitoring and Management, 2

CFR 200.330 – 2 CFR 200.332, to ensure SUBRECIPIENT compliance with all of the requirements of this Agreement, including the timeframes and performance goals associated with the activities. Substandard performance as determined by the GOVERNMENT will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the SUBRECIPIENT within 30 days after being notified by the GOVERNMENT, the GOVERNMENT may impose additional conditions on the SUBRECIPIENT and its use of funds consistent with 2 CFR 200.207, suspend or terminate this Agreement, or initiate other remedies for noncompliance as appropriate and permitted under 2 CFR 200.338.

C. Budget and Use of Funds

Grant funds in an amount not to exceed \$300,000.00 shall be used exclusively for the services described in Exhibits 1 and 2.

The SUBRECIPIENT may only use the funds provided under this subaward to carry out the activities described in this Agreement and in accordance with any budget provided in Exhibits 1 and 2. The SUBRECIPIENT is prohibited from charging to the subaward the costs of ineligible activities and from using funds provided herein or personnel employed in the administration of activities under this Agreement for political activities, inherently religious activities, or lobbying.

D. Matching Funds

No matching funds are required for funding awarded under ARPA.

E. Payment

The SUBRECIPIENT shall invoice the GOVERNMENT on a quarterly basis for the reimbursement of actual expenditures incurred. SUBRECIPIENT's invoice must be for the services and eligible expense as specified in Exhibits 1 and 2. SUBRECIPIENT's invoice must include copies of employee timesheets, payroll reports, documentation of payment of payroll taxes and fringe benefits, and copies of competitive quotations for all expenses as applicable.

SUBRECIPIENT understands that all funds the GOVERNMENT receives under ARPA must be obligated on or before December 21, 2024. The SUBRECIPIENT agrees that it shall spend the entire amount of funds provided under this Agreement during the Time of Performance specified in Section I.F of this Agreement. If it becomes apparent to SUBRECIPIENT that it will be unable to complete the Project either in the manner or for the amount described in this Agreement, then the SUBRECIPIENT must immediately provide written notice to the GOVERNMENT with a complete and detailed written explanation of its inability to comply with the terms of the Agreement, any proposed changes, and the reasons for those changes.

Further, if the SUBRECIPIENT fails to use any amount of funds provided under the Agreement within the Time of Performance specified in Section I.F, then the SUBRECIPIENT agrees to return the balance of the funds to the GOVERNMENT on the day this Agreement terminates.

SUBRECIPIENT agrees that GOVERNMENT has the right, at any time(s) during the Time of Performance specified herein, to request a review of any of the SUBRECIPIENT'S documentation, which may include but is not limited to invoices, expenditures, accounts receivables, and/or deliverables that use, mention, or otherwise obligate the Funds, to determine, solely within the GOVERNMENT'S discretion, whether the SUBRECIPIENT will likely be able to use the entire amount of the Funds on or before the termination date of this Agreement. If after this review, the GOVERNMENT determines, solely within its discretion, that the SUBRECIPIENT appears unlikely to be able to use the entire amount of the Funds within the Time of Performance specified herein, then the GOVERNMENT shall have the right to terminate this Agreement by providing thirty (30) days prior written notice. If the GOVERNMENT terminates the Agreement pursuant to this paragraph, then any Funds disbursed to SUBRECIPIENT but not yet expensed shall be immediately returned to GOVERNMENT, and all close-out procedures provided in this Agreement shall be followed on or before the thirtieth day after the day of notice.

F. Schedule – Time of Performance

The term of this Agreement shall be from August 1, 2023, until July 30, 2024, unless terminated by GOVERNMENT at an earlier date.

G. Documents.

The following additional documents are included with this Agreement, and the terms and conditions stated therein and incorporated by reference, as if fully stated herein:

Exhibit 1 – The Request for Proposal (RFP)

Exhibit 2 -- The Response to the RFP

In the event of a conflict, the terms and conditions of this Agreement shall control, followed by the terms and conditions of Exhibit 1, followed by Exhibit 2.

H. Timeliness

SUBRECIPIENT must invoice the GOVERNMENT for funds expended at least quarterly beginning no later than three months from the effective date of this agreement. Failure to submit an invoice in two or more consecutive quarters may result in termination of the agreement and reallocation of unspent funds at the discretion of the GOVERNMENT.

II. RECORDS AND REPORTS

- A. SUBRECIPIENT agrees to comply with any reporting obligations established by the U.S. Department of Treasury, including the Treasury Office of Inspector General, as relates to this subaward, including but not limited to: (i) reporting of information to be used by the Treasury to comply with its public reporting obligations under ARPA; (ii) any reporting of information to be used by the Treasury to comply with its public reporting obligations under Section 501 of the Consolidated Appropriations Act of 2021 (hereinafter "Section 501"); and (iii) any reporting to Treasury and the Pandemic Response Accountability

Committee that may be required pursuant to Section 15011(b)(2) of Division B of the Coronavirus Aid, Relief, and Economic Security Act (Pub. L. No. 116-136), as amended by Section 801 of Division O of the Consolidated Appropriations Act, 2021 (Pub. L. No. 116-260). SUBRECIPIENT acknowledges that any such information required to be reported pursuant to this section may be publicly disclosed.

B. Records to be Maintained

The SUBRECIPIENT shall maintain all records documenting its compliance with ARPA, its accompanying regulations, and any and all interpretive guidance issued by the U.S. Treasury. SUBRECIPIENT shall also maintain records showing how the SUBRECIPIENT prevented Duplication of Benefits, as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5155) and in accordance with Section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115-254; 132 Stat. 3442), which amended section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5155). SUBRECIPIENT further agrees to maintain the following records:

- i. Any and all records specified in this Agreement, any Exhibits to this Agreement, any Amendments to this agreement, and any Addenda to this Agreement;
- ii. Any and all timesheets and payroll records for all employees who are paid with funds provided pursuant to this Agreement;
- iii. All documents indicating the cost to the SUBRECIPIENT for payment of employees' fringe benefits, if those benefits were paid with Funds provided pursuant to this Agreement;
- iv. Any and all documents generated during the procurement process;
- v. Any and all receipts for all purchases made using Funds provided pursuant to this agreement;
- vi. Any and all documents specifically requested by GOVERNMENT.

C. Client Data and Other Sensitive Information

The SUBRECIPIENT agrees to establish data privacy and security requirements as required by ARPA and Section 501, to the extent applicable. The SUBRECIPIENT must develop and implement written procedures to ensure:

- i) All records containing personally identifying information (as defined in the U.S. Department of Housing and Urban Development's standards for participation, data collection, and reporting) of any individual or family who applies for and/or receives assistance will be kept secure and confidential;
- ii) The address or location of any domestic violence, dating violence, sexual assault, or stalking shelter project assisted under this Agreement will not be made public, except with written authorization of the person identified in Section VIII of this Agreement, and
- iii) The address or location of any housing of a program participant will not be made public, except as provided under a preexisting privacy policy of the GOVERNMENT or SUBRECIPIENT and consistent with state and local laws regarding privacy and obligations of confidentiality.

The confidentiality procedures of SUBRECIPIENT must be in writing and must be maintained in accordance with this section. The SUBRECIPIENT understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the GOVERNMENT's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

D. Retention

The SUBRECIPIENT shall retain all records by this Agreement and all documents pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five -year period, whichever occurs later.

E. Reporting

The SUBRECIPIENT shall submit to the GOVERNMENT quarterly reports for each quarter during which these federal funds are used for program operations. Quarterly reports are due by the 10th of the month following the close of the quarter.

Quarterly reports shall be generated from the Kentucky Homelessness Management Information Systems via the CoC APR, which provides information on the activities accomplished. Specifically, this report provides information on the number of individuals served by the SUBRECIPIENT and other such information as required by the U.S. Department of Treasury and the GOVERNMENT.

F. Project Close-out

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

G. Audits, Inspections and Monitoring

1. Single Audit

The SUBRECIPIENT must be audited as required by 2 CFR part 200, subpart F when it is expected that the SUBRECIPIENT's federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.

SUBRECIPIENT shall submit a copy of the audit report to the federal Audit Clearinghouse within 30 days after receipt of the audit report, but not later than nine months after the end of the audit period. Concurrently with the submission of the audit report to the federal Audit Clearinghouse, SUBRECIPIENT shall submit a copy of the audit report to the GOVERNMENT'S Division of Grants and Special Programs. Any deficiencies noted in audit reports must be fully cleared by the SUBRECIPIENT within 30 days after receipt by the SUBRECIPIENT. Failure of the SUBRECIPIENT to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

2. Inspections and Monitoring

All SUBRECIPIENT records with respect to any matters covered by this Agreement shall be made available to the GOVERNMENT, grantor agency, their designees or the federal government, at any time during normal business hours, as often as the grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data to meet the requirements of 2 CFR part 200. The SUBRECIPIENT must submit to monitoring of its activities by the GOVERNMENT as necessary to ensure that the subaward is used for authorized purposes, in compliance with federal statutes, regulations, and the terms and conditions of this Agreement.

H. Access to Records

The SUBRECIPIENT shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by GOVERNMENT, the U.S. Department of Treasury or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

III. PROGRAM INCOME

"Program Income" means, as provided by 2 CFR 200.80, gross income received by the SUBRECIPIENT directly generated by a grant supported activity, or earned only as a result of the grant agreement during the grant period. For purposes of this Agreement, program income will also include any amount of a security or utility deposit returned to the SUBRECIPIENT.

The SUBRECIPIENT shall use all income received from this Agreement only for the same purposes for which said funds may be expended pursuant to the terms and conditions of this Agreement.

IV. SUSPENSION, TERMINATION AND REMEDIES FOR BREACH

A. Right of Termination

This Agreement, in accordance with 24 CFR 85.43 can be terminated if SUBRECIPIENT 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 the GOVERNMENT.

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 SUBRECIPIENT shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. Either party may terminate this Agreement for cause 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.

B. Recapture of Funds; Breach of Agreement

In the event of any of the following events ("Breach"), GOVERNMENT may suspend SUBRECIPIENT'S authority to draw Funds by giving thirty (30) days' written notice:

- (a) Subrecipient does not diligently pursue the activities detailed in Exhibits 1 and 2;
- (b) SUBRECIPIENT violates any of the terms of this Agreement or any federal law governing the use of the Funds;
- (c) Any representation or warranty made herein, or in any certificate, report, or statement furnished to GOVERNMENT in connection with the Funds proves to have been untrue or misleading in any material respect when made;

After providing the aforementioned written notice of the Breach, GOVERNMENT has the right, in its sole discretion, to terminate the Agreement by providing written notice in accordance with this Agreement, which shall thereby terminate any obligation to disburse any remaining Funds allocated under this Agreement, and/or require repayment of Funds already disbursed. SUBRECIPIENT expressly agrees that GOVERNMENT may exercise any available remedies at law, in equity, or in bankruptcy, if the SUBRECIPIENT commits any Breach specified above.

V. REVERSION OF ASSETS

SUBRECIPIENT will return to the GOVERNMENT, upon expiration or termination of this Agreement, any funds that have not been expended, all Program Income, and any accounts receivable resulting from the use of funds, including Program Income, within thirty (30) days after the end of the Agreement term. Any funds held by the GOVERNMENT at the end of the Agreement term or refunded to the GOVERNMENT shall be reallocated by the GOVERNMENT.

The use and disposition of equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200.

VI. UNIFORM ADMINISTRATIVE REQUIREMENTS

The SUBRECIPIENT shall comply with the applicable provisions in 2 CFR part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR part 200. These provisions include:

A. Financial & Program Management

The SUBRECIPIENT shall expend and account for all funds received under this agreement in accordance with 2 CFR part 200, including 2 CFR part 200, subpart D, which covers Standards for Financial and Program Management and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary source documentation for all costs incurred.

B. Cost Principles

Costs incurred, whether charged on a direct or an indirect basis, must be in conformance with 2 CFR part 200, subpart E. All items of cost listed in 2 CFR part 200, subpart E, that require prior federal agency approval are allowable without prior approval of the GOVERNMENT to the extent they comply with the general policies and principles stated in 2 CFR part 200, subpart E and are otherwise eligible under this Agreement.

C. Procurement and Contractor Oversight

The SUBRECIPIENT shall comply with the procurement standards in 2 CFR 200.318 - 200.326 when procuring property and services under this Agreement and shall subsequently follow property management standards as provided by 2 CFR 200.344.

1. Equipment

The SUBRECIPIENT shall comply with current GOVERNMENT policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein.

2. Debarment Certification

The SUBRECIPIENT acknowledges 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.

3. Contractor Oversight

The SUBRECIPIENT shall maintain oversight of all activities under this Agreement and shall ensure that for any procured contract or agreement, its contractors perform according to the terms and conditions of the procured contracts or agreements, and the terms and conditions of this Agreement. The SUBRECIPIENT shall impose the SUBRECIPIENT'S obligations under this Agreement on its contractors, specifically or by reference, so that such obligations will be binding upon each of its contractors.

4. Subcontracts

The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the

GOVERNMENT prior to the execution of such agreement. The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure compliance with this Agreement. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance. The SUBRECIPIENT shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement. The SUBRECIPIENT shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the GOVERNMENT along with documentation concerning the selection process.

VII. ADHERENCE TO FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS

A. General

The SUBRECIPIENT understands that it is responsible for reviewing all applicable federal laws and regulations, as well as any guidance issued by any federal agency, and agrees that it shall comply with the requirements of ARPA, Treasury interpretive guidance, and all other applicable federal statutes, regulations, and executive orders. SUBRECIPIENT shall also provide for such compliance in any agreements it enters with other parties relating to this subaward.

Federal regulations applicable to this subaward include, without limitation, the following:

- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, other than such provisions as Treasury may determine are inapplicable to this subaward and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
- Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the subaward term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180 (including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts) described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
- Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- New Restrictions on Lobbying, 31 C.F.R. Part 21.

B. Economic Opportunities

Economic Opportunities for Low- and Very Low-income Persons. The SUBRECIPIENT shall ensure that employment and other economic opportunities generated by the Program shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing. Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. § 1701u, and regulations at 24 CFR part 135 apply, except that homeless individuals have priority over other Section 3 residents in accordance with § 576.405(c).

C. Assurances of Compliance with Title VI

As a condition of receipt of this federal financial assistance from the Department of the Treasury, the SUBRECIPIENT provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the SUBRECIPIENT's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the SUBRECIPIENT may request in the future. The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the SUBRECIPIENT's program(s) and activity(ies), so long as any portion of the SUBRECIPIENT's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. SUBRECIPIENT ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

2. SUBRECIPIENT acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). SUBRECIPIENT understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, SUBRECIPIENT shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. SUBRECIPIENT understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the SUBRECIPIENT's programs, services, and activities.

3. SUBRECIPIENT agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For

more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. SUBRECIPIENT acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon SUBRECIPIENT and SUBRECIPIENT's successors, transferees, and assignees for the period in which such assistance is provided.

5. SUBRECIPIENT acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the SUBRECIPIENT and the SUBRECIPIENT's sub-grantees, contractors, subcontractors, successors, transferees, and assignees: *The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.*

6. SUBRECIPIENT understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the SUBRECIPIENT, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the SUBRECIPIENT for the period during which it retains ownership or possession of the property.

7. SUBRECIPIENT shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The SUBRECIPIENT shall comply with information requests, on-site compliance reviews and reporting requirements.

8. SUBRECIPIENT shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. SUBRECIPIENT also must inform the Department of the Treasury if SUBRECIPIENT has received no complaints under Title VI.

9. SUBRECIPIENT must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the SUBRECIPIENT and the administrative agency that made the finding. If the SUBRECIPIENT settles a case or matter

alleging such discrimination, the SUBRECIPIENT must provide documentation of the settlement. If SUBRECIPIENT has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the SUBRECIPIENT makes sub-awards to other agencies or other entities, the SUBRECIPIENT is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-recipients.

The SUBRECIPIENT understands and agrees that the United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the SUBRECIPIENT certifies that its authorized official(s) has read and understood the SUBRECIPIENT obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the SUBRECIPIENT is in compliance with the aforementioned nondiscrimination requirements.

D. Civil Rights, Nondiscrimination and Equal Opportunity in Participation

The SUBRECIPIENT agrees to comply with Title VI of the Civil Rights Act of 1964, as amended, Title VIII of the Civil Rights Act of 1968, as amended, Section 109 of the Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, and the Age Discrimination Act of 1975, and 41 CFR Chapter 60, including 41 CFR § 60-1.4.

The requirements in 24 CFR part 5, subpart A are applicable, including the nondiscrimination and equal opportunity requirements at 24 CFR S.105(a).

The SUBRECIPIENT shall not discriminate against any participant on the ground of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, sexual orientation, or any other basis prohibited by applicable law. The SUBRECIPIENT shall, through affirmative outreach, make known that use of the facilities, assistance, and services are available to all on a nondiscriminatory basis. The SUBRECIPIENT must take appropriate steps to ensure effective communication with persons with disabilities.

E. Nondiscrimination and Equal Employment Opportunity

During the performance under this Agreement, the SUBRECIPIENT shall not discriminate against any employee or applicant for employment based on race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, sexual orientation, or any other basis prohibited by applicable law.

The SUBRECIPIENT shall take affirmative action to ensure that all applicants and employees are treated without regard to race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, and sexual orientation.

The SUBRECIPIENT shall comply with all provisions of Executive Order 11246, Equal Employment Opportunity, as amended by Executive Orders 11375 and 12086. The SUBRECIPIENT will, in all solicitations or advertisements for employees placed or on behalf of the SUBRECIPIENT, state that it is an Equal Opportunity or Affirmative Action employer.

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.

F. Americans with Disabilities Act

The SUBRECIPIENT agrees to comply with any federal regulations issued pursuant to compliance with the Americans with Disabilities, Act which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and Local government services, and public accommodations.

G. Contract Work Hours and Safety Standards Act

If the SUBRECIPIENT's activities discussed in Exhibits 1 and 2 of this Agreement will involve the employment of mechanics or laborers, then the SUBRECIPIENT agrees to comply with 40 U.S.C. § 3702 and § 3704. Compliance with this provision requires 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. GOVERNMENT 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.

H. Clean Air Act and Federal Pollution Control Act

The SUBRECIPIENT agrees that all activities carried out pursuant to this Agreement shall comply with applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The SUBRECIPIENT also agrees that it shall report any violations of these federal laws to GOVERNMENT. The SUBRECIPIENT shall include these requirements in any and all subcontracts it enters with respect to the Project.

I. Rights to Inventions Made Under a Funding Agreement

The SUBRECIPIENT agrees to comply with all requirements stated in 37 CFR Part 401, to the extent applicable.

J. Hatch Act

The SUBRECIPIENT agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of the Hatch Act, 5 U.S.C §§ 1501 et seq.

K. Labor and Employment Restrictions

The SUBRECIPIENT 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 SUBRECIPIENT shall maintain documentation that demonstrates compliance with applicable hour and wage requirements. Such documentation shall be made available to the GOVERNMENT for review upon request.

The SUBRECIPIENT further agrees to comply with the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), and the applicable provisions of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. et seq.).

SUBRECIPIENT further agrees that it will report all suspected or reported violations of any of the laws identified in this paragraph to the GOVERNMENT.

L. Conflict of Interest

The SUBRECIPIENT shall comply with 2 CFR 200.112 with respect to the use of program funds to procure services, equipment, supplies, or other property. With respect to all other decisions involving the use of program funds, the following restriction shall apply: No person who is an employee, agent, consultant, officer, or elected or appointed official of the SUBRECIPIENT and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds there under, either for himself or herself, or for those with who he or she has family or business ties, during his or her tenure or for one (1) year thereafter.

All contractors of the SUBRECIPIENT must comply with the same requirements that apply to the SUBRECIPIENT under this section.

M. Lobbying

The SUBRECIPIENT hereby certifies that:

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

Further, any subcontractors 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.

N. Religious Activities

The SUBRECIPIENT agrees that funds provided under this Agreement will not be used for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the federal regulations specified in 24 CFR 570.200(j).

O. Drug Free Workplace

The SUBRECIPIENT shall administer a policy designed to ensure that the facilities providing services under the terms of this Agreement are free from the illegal use, possession, or distribution of drugs or alcohol by its employees and beneficiaries.

P. Insurance & Bonding

The SUBRECIPIENT shall comply with the bonding and insurance requirements of 24 CFR 200.325 and 24 CFR 200.310.

Q. FFATA

The SUBRECIPIENT shall comply with the requirements of 2 CFR part 25 Universal Identifier and System for Award Management (SAM). The SUBRECIPIENT must have an active registration in SAM in accordance with 2 CFR part 25, appendix A, and must have a Data Universal Numbering System (DUNS) number. The SUBRECIPIENT must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, and 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

- R. In accordance with 41 U.S.C. § 4712, SUBRECIPIENT may not discharge, demote, otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. SUBRECIPIENT shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce. The persons and entities referenced in this paragraph include:

- A member of Congress or a representative of a committee of Congress;

- An inspector General;
- The Government Accountability Office;
- A Treasury employee responsible for contract or grant oversight or management;
- An authorized official of the Department of Justice or other law enforcement agency;
- A court or grand jury; and/or
- A management official or other employee of SUBRECIPIENT, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

S. Duplication of Benefits

SUBRECIPIENT agrees that the funds provided under this Agreement are intended to supplement, not supplant any other form of federal assistance. SUBRECIPIENT agrees that it shall develop and maintain adequate procedures to prevent a duplication of benefits to assess whether the funds received under this Agreement duplicate any other federal benefit. SUBRECIPIENT agrees that it shall develop and maintain adequate procedures to ensure that all assistance the SUBRECIPIENT provides using funding under this Agreement shall not exceed any person's total need.

The SUBRECIPIENT further agrees that it shall maintain records showing how the SUBRECIPIENT prevented Duplication of Benefits, as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5155) and in accordance with Section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115-254; 132 Stat. 3442), which amended section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5155).

If the SUBRECIPIENT at any time uses funds provided under this Agreement in any manner that results in a duplication of any other federal benefit, it shall repay to the GOVERNMENT an amount equal to the amount of funds it received under this Agreement that were used in duplication of any other federal benefit.

- T. Pursuant to Executive Order 13043, 62 FR 19217 (April 8, 1997), the SUBRECIPIENT should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
- U. Pursuant to Executive Order 13513, SUBRECIPIENT should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and should establish workplace safety policies to decrease accidents caused by distracted drivers.

VIII. GENERAL PROGRAM CONDITIONS

- A. The SUBRECIPIENT agrees to use funds available under this Agreement to supplement rather than supplant funds otherwise available.

- B. The SUBRECIPIENT'S sole remedy for a breach of this Agreement by the GOVERNMENT shall be limited to the amount of the Funds provided in this Agreement.
- C. GOVERNMENT may designate such persons as may be necessary to monitor and evaluate the services rendered by the SUBRECIPIENT. 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 SUBRECIPIENT, or to constitute SUBRECIPIENT an agent of the GOVERNMENT.
- D. SUBRECIPIENT understands that false statements or claims made in connection with this subaward may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
- E. SUBRECIPIENT agrees that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of goods, products or materials produced in the United States.
- F. Any publications produced with funds from this subaward must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRP0292/SLFRP3418 awarded to the Lexington Fayette-Urban County Government by the U.S. Department of Treasury."
- G. It is understood and agreed by the parties that SUBRECIPIENT hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of SUBRECIPIENT or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- H. SUBRECIPIENT shall indemnify, save, hold harmless and defend the GOVERNMENT and its elected and appointed officials, employees, agents, volunteers, and successors in interest from and against all liability, damages, and losses, including but not limited to, demands, claims, liens, suits, notices of violation from Governmental agencies, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by SUBRECIPIENT's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the SUBRECIPIENT; and (b) not caused solely by the active negligence or willful misconduct of the GOVERNMENT. The parties understand and agree that the SUBRECIPIENT'S obligation to defend the GOVERNMENT includes the obligation to investigate, handle, respond to, resist, provide a defense for, and defend claims, at SUBRECIPIENT'S expense, using attorneys approved in writing by GOVERNMENT, which approval shall not be unreasonably withheld. The parties also understand and agree that the SUBRECIPIENT's obligation to indemnify includes, but is not limited to: attorney fees and expenses; costs of litigation; court and administrative costs; expert witness fees

and expenses, judgments; fines; penalties; interest; all environmental cleanups and remediation costs of whatever kind; and any liability arising from death, injury, or damage of any kind, to any person, including employees and agents of SUBRECIPIENT and GOVERNMENT, and damage to, or destruction of, any property, including the property of GOVERNMENT.

- I. These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- J. GOVERNMENT is a political subdivision of the Commonwealth of Kentucky. SUBRECIPIENT acknowledges and agrees that the GOVERNMENT is unable to provide indemnity or otherwise save, hold harmless, or defend the SUBRECIPIENT in any manner.
- K. SUBRECIPIENT understands and agrees that it shall demonstrate the ability to assure compliance with the above indemnity provisions and other risk management provisions prior to final acceptance of its proposal and the commencement of any work or the provision of services.
- L. SUBRECIPIENT shall procure and maintain for the duration of this Agreement the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to the GOVERNMENT in order to protect the GOVERNMENT against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work or services hereunder by the SUBRECIPIENT. The cost of such insurance shall be included in any bid:

<u>Coverage</u>	<u>Limits</u>
General Liability (Insurance Services Office Form CG 00 01) (including Products/Completed Operations)	\$1 million per occurrence, \$2 million aggregate (or \$2 million combined single limit)
Auto Liability	\$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	\$100,000
Excess/Umbrella Liability	\$1 million per occurrence
Professional Liability (E&O)	\$1 million per occurrence

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). The GOVERNMENT shall be named as an additional insured in the General Liability Policy using the Kentucky DOI approved forms.

- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by the GOVERNMENT.
- c. The General Liability Policy shall include Premises and Operations coverage unless it is deemed not to apply by the GOVERNMENT.
- d. The General Liability Policy shall include Employment Practices Liability coverage or an endorsement in a minimum amount of \$1 million unless it is deemed not to apply by GOVERNMENT.
- e. The GOVERNMENT shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- f. Said coverage shall be written by insurers acceptable to the GOVERNMENT and shall be in a form acceptable to the GOVERNMENT. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

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

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

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

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

policies, including all endorsements. SUBRECIPIENT understands and agrees that GOVERNMENT may review, audit and inspect any and all of its records and operations to insure compliance with these Insurance Requirements.

SUBRECIPIENT shall comply with all applicable federal, state, and local safety standards related to the performance of its works or services under this Agreement and take necessary action to protect the life, health and safety and property of all of its personnel on the job site, the public, and the GOVERNMENT.

- M. SUBRECIPIENT understands and agrees that the failure to comply with any provision of this Agreement regarding indemnification, insurance, safety, or loss control shall constitute a material breach of this Agreement and that GOVERNMENT may elect at its option any remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging SUBRECIPIENT for any such insurance premiums purchased, or suspending or terminating the work.
- N. The SUBRECIPIENT agrees to comply with any and all terms and conditions included within each and every Addendum to this Agreement, if any, said Addendums being attached hereto and incorporated herein by reference.
- O. SUBRECIPIENT acknowledges that, pursuant to ARPA, funds provided pursuant to this Agreement shall remain available only through December 31, 2024, unless in the case of reallocation made by the U.S. Treasury to GOVERNMENT. Reallocation of funds by the U.S. Treasury to GOVERNMENT does not guaranty reallocation of funds to SUBRECIPIENT.
- P. If this Agreement results in any copyrightable material or inventions, the GOVERNMENT and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for the GOVERNMENT'S purposes.
- Q. This Agreement, or any part hereof, may be amended from time to time hereafter only in writing executed by the GOVERNMENT and the SUBRECIPIENT.
- R. The SUBRECIPIENT shall not assign or transfer any interest in this Agreement without the prior written consent of the GOVERNMENT thereto; provided, however, that claims for money due or to become due to the GOVERNMENT under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the GOVERNMENT.
- S. GOVERNMENT and the SUBRECIPIENT each binds himself and his partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of the Agreement.
- T. If the SUBRECIPIENT breaches any term of this Agreement or any addendum hereto, then GOVERNMENT is entitled to pursue legal action against SUBRECIPIENT to the fullest extent of the law, including but not limited to: termination of the Agreement; disgorgement of all funds provided to SUBRECIPIENT pursuant to this Agreement; specific

performance; injunctive relief; and a civil action for monetary damages. The parties agree that any waiver of a term in this Agreement shall not constitute an ongoing waiver of that term, nor shall it be interpreted as a waiver of any other terms of this Agreement. Further, the GOVERNMENT's failure to act with respect to a breach by the SUBRECIPIENT does not waive its right to act with respect to subsequent or similar breaches. The failure of the GOVERNMENT to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

- U. Any notices, consents, waivers or other communications required or permitted to be given under the terms of this Agreement must be in writing and will be deemed to have been delivered: (i) upon receipt, when delivered personally to the individuals identified below; (ii) upon receipt, when sent by email (provided confirmation of transmission is mechanically or electronically generated and kept on file by the sending party) to the email addresses identified below; or (iii) when mailed by certified mail, postage prepaid, or return receipt requested to the addresses set forth below.

Notices required by this Agreement shall be sent to:

Jeff Herron
Office of Homelessness Prevention and Intervention
200 E. Main Street, Lexington, KY 40507
jherron@lexingtonky.gov
GOVERNMENT

Jeff Crook
Chief Operations Officer
Hope Center, Inc.
P.O. Box 6
Lexington, KY 40588
jcrook@hopectr.org
SUBRECIPIENT

- V. All headings in this Agreement are for convenience of reference only and are not intended to qualify the meaning of any provision of this Agreement.
- W. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.
- X. This Agreement constitutes the entire agreement between the parties for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the parties relating to the GOVERNMENT'S allocation of funding to SUBRECIPIENT.

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Linda Gorton

Linda Gorton, Mayor

ATTEST:

Mark King
Clerk of Urban County Council

Deputy

HOPE CENTER, INC.

Rufus Friday

NAME:

RUFUS FRIDAY

TITLE:

Executive Director

RESOLUTION NO. 400 -2023

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A SUBRECIPIENT AGREEMENT (RFP NO. 24-2023) WITH THE HOPE CENTER, INC., IN ORDER TO ALLOCATE \$300,000.00 OF FEDERAL GRANT FUNDS AWARDED PURSUANT TO THE AMERICAN RESCUE PLAN ACT OF 2021 (ARPA) FOR PROGRESSIVE STREET OUTREACH SERVICES, AND AUTHORIZING THE MAYOR TO EXECUTE ANY OTHER NECESSARY AGREEMENTS OR AMENDMENTS WITH THE HOPE CENTER RELATED TO THE USE OF THESE FUNDS.

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

Section 1 -- That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute a Subrecipient Agreement (RFP No. 24-2023), with the Hope Center, Inc., in order to allocate \$300,000.00 of federal grant funds awarded pursuant to the American Rescue Plan Act of 2021 (ARPA), for Progressive Street Outreach Services.

Section 2 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute any other necessary agreements or amendments with the Hope Center, Inc., related to the use of these funds.

Section 3 – That an amount, not to exceed the sum of \$300,000.00, be and hereby is authorized for payment to the Hope Center, Inc., from account #3230-155003-78112, subject to the terms of the Agreement.

Section 4 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: July 13, 2023



MAYOR

ATTEST:


CLERK OF URBAN COUNTY COUNCIL

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PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT, made and entered into on the 24 day of September 2024, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the COMMONWEALTH OF KENTUCKY created pursuant to KRS Chapter 67A, and located at 200 East Main Street, Lexington, Kentucky 40507 (hereinafter referred to as "LFUCG"), and **HOPE CENTER, INC.**, a Kentucky non-profit corporation pursuant to KRS Chapter 273, whose post office address is P.O. Box 6, Lexington, KY 40588 (hereinafter referred to as "Organization").

WITNESSETH

WHEREAS, the Organization provides street outreach case management services to individuals experiencing unsheltered homelessness or at risk of experiencing unsheltered homelessness;

WHEREAS, the parties previously entered into a Subrecipient Agreement on July 17, 2023 in which LFUCG provided funding to the Organization under the American Rescue Plan Act (ARPA) for the Organization's street outreach services.

WHEREAS, the above mentioned services are no longer funded by ARPA.

WHEREAS, LFUCG now wishes to provide local funding for the continuation of the above mentioned services.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

1. EFFECTIVE DATE; TERM. This Agreement shall be for the term beginning on August 1, 2024, and ending July 30, 2025, unless terminated by LFUCG at an earlier time. This Agreement is subject to automatic renewal for one (1) additional term, beginning on August 1, 2025, and ending July 30, 2026, unless LFUCG determines it does not wish to exercise the option to renew. The renewal amount for the additional term shall not exceed the amount provided in the initial term and shall be subject to and contingent upon sufficient funds being appropriated and future approval by the Urban County Council.

2. RELATED DOCUMENTS. This Agreement shall consist of the terms herein as well as the following additional documents, which are attached hereto as exhibits and incorporated herein by reference as if fully stated:

- a. Exhibit "A" – RFP #24-2023

- b. Exhibit "B" – Organization's Response to RFP #24-2023
- c. Exhibit "C" – Revised Budget

To the extent that there is any conflict between or among any of these documents, the terms and provisions of this Agreement shall prevail, followed by terms and provisions of Exhibit "A", "C", and "B" in that order.

3. SCOPE OF SERVICES. Organization shall perform the services outlined in the attached Exhibits for LFUCG in a timely, workmanlike and professional manner (the "Services").

4. PAYMENT. LFUCG shall pay Organization a total amount not to exceed Three Hundred and Sixteen Thousand and Six Hundred and Forty Dollars and 00/100 Cents (\$316,640.00) for the performance of the Services. Payments shall be made monthly for expenditures the Organization actually incurred, only after receipt of the monthly invoice(s). The funds are limited to the services provided herein and may not be spent by the Organization for any other purpose without the prior written consent of LFUCG. Absent any additional written agreement stating otherwise, any travel or other expenses are included in the above payment.

a. LFUCG shall make payment under this Agreement upon timely submission of an invoice(s) from Organization specifying that the Services have been performed, accompanied by data satisfactory to LFUCG to document entitlement to payment for the Services performed to date. LFUCG shall have thirty (30) days from the date of receipt of the invoice to pay the invoice amount. LFUCG reserves the right to refuse payment if it is determined by LFUCG that the Services performed or materials provided for the Services are inadequate or defective.

b. LFUCG also reserves the right to reject any invoice submitted for services more than sixty (60) days after the services were rendered.

5. TERMINATION. LFUCG, through the Mayor or the Mayor's designee, may terminate this Agreement for any reason whatsoever by providing Organization with at least thirty (30) days advance written notice. Organization shall be entitled for payment of all work performed up to that period of time, calculated on a reasonable basis.

a. In the event of a termination based upon a material condition of non-performance or default by Organization, LFUCG shall provide Organization advance written notice and a reasonable period of time to cure the breach.

b. Organization may only terminate this Agreement based upon LFUCG's failure to timely pay for properly invoiced and accepted work. Organization shall provide LFUCG with at least thirty (30) days advance written notice and an opportunity to cure prior to termination.

c. Organization acknowledges that LFUCG is a governmental entity, and that the validity of this Agreement is based upon the availability of appropriated funding. In the event that such funding is not appropriated in a future fiscal year, LFUCG's obligations under this Agreement shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Organization. LFUCG shall exercise any application of this provision in good faith.

6. REPORTING. Organization shall provide LFUCG with timely reports and updates related to the provisions of the Services in the form and manner reasonably specified by LFUCG.

7. REGISTRATION; COMPLIANCE; AUTHORITY TO SIGN. Organization shall be lawfully registered or authorized to do business in the Commonwealth of Kentucky and Lexington-Fayette County and shall at all times comply with any and all applicable federal, state, and local laws, ordinances, and regulations. LFUCG may request proof that Organization has timely filed federal, state, or local tax forms which shall be provided by Organization on a timely basis. The person signing this Agreement on behalf of Organization is fully authorized to do so.

8. INSURANCE; INDEMNITY. The risk management provisions of RFP #24-2023 are incorporated herein by reference as if fully stated. Copies of the required Certificates of Insurance shall be provided to LFUCG as required therein.

9. RECORDS. Organization shall keep and make available to LFUCG any records related to this Agreement as are necessary to support its performance of the services for a period of at least five (5) years following the expiration or termination of this Agreement, or as otherwise required depending upon the source of funds. Books of accounts shall be kept by Organization and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of Organization related to this Agreement and shall be made available to LFUCG upon request.

a. LFUCG shall be the owner of all final documents, data, studies, plans, reports, and information prepared by Organization under this Agreement.

b. Organization understands and agrees that this Agreement and any related documents may be subject to disclosure under the Kentucky Open Records Act and will comply with any reasonable request by LFUCG to provide assistance with such a request.

10. ACCESS. Organization shall allow LFUCG any necessary reasonable access to monitor its performance under this Agreement.

11. CONTRACTUAL RELATIONSHIP ONLY. In no event shall the parties be construed, held or become in any way for any purpose the employee of the other party,

or partners, associates or joint ventures in the conduct of their respective endeavors or otherwise.

12. EQUAL OPPORTUNITY; FAIRNESS ORDINANCE. Organization shall provide equal opportunity in employment for all qualified persons, and shall (a) prohibit discrimination in employment because of race, color, creed, national origin, sex, age, sexual orientation, gender identity, or handicap, (b) promote equal employment through a positive, continuing program of equal employment, and (c) cause any subcontractor or agency receiving funds provided pursuant to this Agreement to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices. Organization agrees to comply with LFUCG's Fairness Ordinance (Ordinance No. 201-99) and all sources of applicable law, including those specified in any Exhibit attached to this Agreement and incorporated herein by reference.

13. SEXUAL HARASSMENT. Organization must adopt or have adopted a written sexual harassment policy, which shall, at a minimum, contain a statement of current law; a list of prohibited behaviors; a complaint process; and a procedure which provides for a confidential investigation of all complaints. The policy shall be given to all employees and clients and shall be posted at all locations where Organization conducts business. The policy shall be made available to LFUCG upon request.

14. ANNUAL AUDIT. Organization agrees that all revenue and expenditures related to this Agreement shall be audited at least annually by independent certified public accountants who shall express an opinion as to whether or not revenue and expenditures during the year audited have conformed to state and local law and regulation. A copy of this audit, or clean audit opinion letter from an independent certified public accountant, shall be submitted to LFUCG each year of the Agreement.

15. INVESTMENT. Any investment of the funds received pursuant to this Agreement must fully comply with any restrictions imposed by law.

16. NO ASSIGNMENT. Organization may not assign any of its rights and duties under this Agreement without the prior written consent of LFUCG.

17. NO THIRD PARTY RIGHTS. This Agreement does not create a contractual relationship with or right of action in favor of a third party against either Organization or LFUCG.

18. KENTUCKY LAW AND VENUE. This Agreement shall be governed in all respects by the laws of the Commonwealth of Kentucky and venue for all actions shall lie in the Circuit Court of Fayette County, Kentucky.

19. AMENDMENTS. By mutual agreement, the parties to this Agreement may, from time to time, make written changes to any provision hereof. Organization acknowledges

that LFUCG may make such changes only upon approval of its legislative authority, the Lexington-Fayette Urban County Council, and the signature of its Mayor.

20. NOTICE. Any written notice required by the Agreement shall be delivered by certified mail, return receipt requested, to the following:

For Organization:

Hope Center, Inc.
P.O. Box 6
Lexington, Kentucky 40588
Attn: Jeff Crook, Chief Operations Officer and Interim Executive Director
jcrook@hopectr.org

For Government:

Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
Attn: Jeff Herron
jherron@lexingtonky.gov

21. WAIVER. The waiver by either party of any breach of any provision of this Agreement shall not constitute a continuing waiver or waiver of any subsequent breach by either party of either the same or another provision.

22. ENTIRE AGREEMENT. This Agreement shall constitute the entire agreement between the parties and no representations, inducements, promises or agreements, oral or otherwise, which are not embodied herein shall be effective for any purpose. This Agreement shall replace any previous agreement between the parties on the same subject matter.

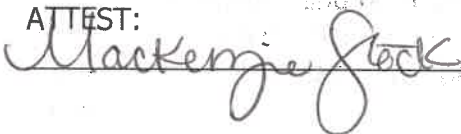
IN WITNESS WHEREOF, the parties have executed this Agreement at Lexington, Kentucky, the day and year first above written.

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY:


LINDA GORTON, MAYOR

ATTEST:



Clerk of the Urban County Council

HOPE CENTER, INC.

BY: 
JEFF CROOK CEO
~~INTERIM EXECUTIVE DIRECTOR~~

ATTEST:

WITNESS: _____
DATE: _____

EXHIBIT "A"

Lexington/Fayette Urban County Government
Addendum for Services
Hope Center, Inc.

RFP #24-2023

EXHIBIT "B"

Lexington/Fayette Urban County Government
Addendum for Services
Hope Center, Inc.

HOPE CENTER, INC.
RFP #24-2023 RESPONSE

EXHIBIT "C"
Lexington/Fayette Urban County Government
Addendum for Services
Hope Center, Inc.

REVISED BUDGET

4868-3980-3351, v. 1

RESOLUTION NO. 450 - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A PURCHASE OF SERVICE AGREEMENT WITH HOPE CENTER, INC. FOR THE OPERATION OF PROGRESSIVE STREET OUTREACH SERVICES, AT A COST NOT TO EXCEED \$316,640.00 FOR FY2025.

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 Purchase of Service Agreement, which is attached hereto and incorporated herein by reference, with Hope Center, Inc., for the operation of progressive street outreach services.

Section 2 – That an amount, not to exceed the sum of \$316,640.00 in FY2025, is hereby approved for payment to Hope Center, Inc., from account #1145-155003-78112, pursuant to the terms of the agreement and subject to the appropriation of sufficient funds in future fiscal years.

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

PASSED URBAN COUNTY COUNCIL: September 12, 2024



MAYOR

ATTEST:



CLERK OF URBAN COUNTY COUNCIL

0808-24:TAH:4890-8034-5563, v. 1



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 0931-25

File ID: 0931-25

Type: Agenda Item

Status: Agenda Ready

Version: 1

Contract #:

In Control: Water Quality

File Created: 09/26/2025

File Name: Incentive Grant Garden Meadows HOA

Final Action:

Title: Authorization to approve an FY26 (Class A Neighborhood) Stormwater Quality Projects Incentive Grant for Garden Meadows Homeowners Association Inc. in the amount of \$116,400.00 to improve water quality and reduce stormwater runoff in the Garden Meadows neighborhood by using trees. Funds are budgeted. (L0931-25)(Martin/Albright)

Notes: RIO 9/30/2025. MS

Sponsors:

Enactment Date:

Attachments: Blue Sheet Memo, FY26 Class A Garden Meadows HOA - Council Map, FY26 Class A Grant Award Agreement_Garden Meadows HOA_grantee signature

Enactment Number:

Deed #:

Hearing Date:

Drafter: Christina King/ Frank Mabson

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 0931-25

Title

Authorization to approve an FY26 (Class A Neighborhood) Stormwater Quality Projects Incentive Grant for Garden Meadows Homeowners Association Inc. in the amount of \$116,400.00 to improve water quality and reduce stormwater runoff in the Garden Meadows neighborhood by using trees. Funds are budgeted. (L0931-25)(Martin/Albright)

Summary

Authorization to approve an FY26 (Class A Neighborhood) Stormwater Quality Projects Incentive Grant for Garden Meadows Homeowners Association Inc. in the amount of \$116,400.00 to improve water quality and reduce stormwater runoff in the Garden Meadows neighborhood by using trees. Funds are budgeted. (L0931-25)(Martin/Albright)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: Yes J. Todd Henning 9/25/25

Risk Management: No

Fully Budgeted [select]: Yes

Account Number: 4052-303204-3373-78112

This Fiscal Year Impact: \$116,400.00

Annual Impact: \$

Project: WQINCENTIVE_26

Activity: WQ_GRANT

Budget Reference: 2026

Current Balance: \$3,069,789.13



TO: Mayor Linda Gorton
Urban County Council

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

DATE: September 23, 2025

SUBJECT: Recommendation for an FY26 (Class A Neighborhood) Stormwater Quality Projects
Incentive Grant for Garden Meadows Homeowners Association Inc.

Request

The purpose of this memorandum is to request approval of an FY26 (Class A Neighborhood) Stormwater Quality Projects Incentive Grant for Garden Meadows Homeowners Association Inc, in the amount of \$116,400.00.

Purpose of Request

The purpose of the project is to improve water quality and reduce stormwater runoff in the Garden Meadows neighborhood by using trees. The project elements include tree canopy establishment / expansion by installing (+/-) 86,250 square feet of additional tree canopy from 150 new trees spread over multiple locations, installing native plantings within detention basin, removing brush and trash along the stream. The project also incorporates a stormwater educational component in the form of permanent signage showcasing the benefits of the new trees, stream restoration, enhanced water quality and stormwater related issues.

Project Cost in FY26 and in Future Budget Years

The grant has been approved for FY 2026 funding by the Water Quality Fees Board in the amount of \$116,400.00.

Are Funds Budgeted

Funds are budgeted in: 4052 – 303204 – 3373 – 78112 – WQINCENTIVE_26 – WQ_GRANT

Martin/Albright



Stormwater Quality Projects Incentive Grant Program



Garden Meadows Homeowners Association, Inc.

GRANT AWARD AGREEMENT

Fiscal Year 2026 Class A Incentive Grant Program

THIS AGREEMENT, made and entered into on the _____ day of _____, 20__, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky, pursuant to KRS Chapter 67A (hereinafter "Government"), on behalf of its Division of Water Quality, and **GARDEN MEADOWS HOMEOWNERS ASSOCIATION INC., C/O ADKINS PROPERTY MANAGEMENT, LLC, PO BOX 54486, LEXINGTON, KENTUCKY 40555**, (hereinafter "Grantee" and "Property Owner").

WITNESSETH:

WHEREAS, the Government has funds available through the Stormwater Quality Projects Incentive Grant Program to assist qualified applicants in the implementation of projects that meet the goals of the program; and

WHEREAS, the Grantee represents directly or indirectly a group of single-family residences in Fayette County who are fee-payers of the Government's Water Quality Management Fee; and

WHEREAS, the Grantee has proposed a need for the funds requested to develop and implement a proposed project by submitting a valid grant application; and

WHEREAS, the Grantee desires to implement a specific project that meets one or more Incentive Grant program goals to improve water quality, reduce stormwater runoff, and provide public or private education related to stormwater quality for the benefit of its members, community, and the general public; and

WHEREAS, the Grantee's grant application has been reviewed and selected for funding by the Government's Water Quality Fees Board in accordance with Sections 16-408 and 16-410 of the Government's Code of Ordinances;

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

- (1) The Government hereby grants the Grantee the sum of **\$116,400.00** (hereinafter "the Grant"), for use in implementing the project elements as listed in Attachment A which is incorporated herein by reference as if fully set out herein.
- (2) The Grantee agrees to match the Grant with contributions, labor, and other services equal to or greater than 20% of the total project cost.
- (3) The Grantee agrees to use the Grant only for the activities set forth in Attachment A.
- (4) The Grantee agrees to perform periodic reporting as detailed in Paragraph (5) herein below, and provide to the Government a Project Final Report, in digital and hard copy, within thirty (30) calendar days of the completion of the project elements following a standardized format to be provided by the Government summarizing all work completed and detailing the total grant expenditures.

- (5) The Grant to the Grantee shall be disbursed in the following manner:
- (a) The Grantee shall submit, at least once every three (3) months, a *Grant Reimbursement Form* and a *Request for Funds*, in standardized format provided by the Government, to the Government's Grant Manager designated by the Director of the Division of Water Quality for the project. The *Request for Funds* shall include documentation that the Grantee has already expended the requested funds or shall be in a position to expend properly the requested funds within thirty (30) days of receipt of the funds. The *Request for Funds* shall include full accounting of all eligible grant-related expenses, as listed in Attachment A. Copies of invoices, purchase orders, or receipts showing vendor, date, amount, and items purchased or ordered shall be provided with the *Request for Funds*.
 - (b) Each *Request for Funds* shall include documentation of all of the Grantee's Match Costs listed in Attachment A and claimed for the prior period. Each *Request for Funds* shall include a minimum of 10% cost share. For cash expenditures, this shall include receipts, showing vendor paid, date, amount, and items purchased. For volunteer hours, this shall include sign-in sheets describing the events with signatures, name, address, time in and time out (or length of event), for each participant (volunteers must be 12 years of age or older). For mileage, this shall include driver name, type of vehicle, location to and from, date, and miles driven.
 - (c) Each *Request for Funds* shall be accompanied by a *Project Status Report*, in a standardized format provided by the Government, describing the progress of the project to date, including a description and schedule of all activities completed, and hardcopy or electronic copies of materials completed and/or used to date. For educational events (if applicable), copies of the class sign-in sheets documenting the number of attendees shall be provided.
 - (d) The Government's Grant Manager shall review each *Request for Funds* and supporting documents for compliance with the terms of this Agreement and the guidelines of the Stormwater Quality Projects Incentive Grant Program. If the Government's Grant Manager finds the Grantee's *Request for Funds* is in compliance with the terms of this Agreement and the Program's guidelines and that the activity progress and management program of the Grantee satisfy the terms of this Agreement, he or she shall approve the *Request for Funds* within 15 days of receipt, and then forward it to the Division of Accounting for payment.
 - (e) Should the Government's Program Administrator determine that the Grantee is not in compliance with the terms of this Agreement and/or the Stormwater Quality Projects Incentive Grant Program, including deficiencies in progress and/or management of the project, the Division of Water Quality shall notify the Mayor's Office and the appropriate district Council person and shall meet with the Grantee on matters that prevent approval of the *Request for Funds*. Failure to resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph (25) herein below.
 - (f) The Government shall release payment of the final 10% of the Grant only after receipt and acceptance of the Project Final Report. The Government's Grant Manager shall review the Project Final Report and provide comments to the Grantee within 15 calendar days or, if acceptable, forward approval to the Division of Accounting for payment.
- (6) For any project which includes installation of permanent capital infrastructure as listed in Attachment A (not to include individual rain barrels, small rain gardens, and pond equipment), the Grantee agrees to meet all design standards specified in the Government's Engineering Manuals and/or as further described in Attachment A in the design of all Grant-funded improvements. This includes all associated activities including but not limited to erosion and sediment control, traffic control, utility relocations, seeding, etc. The Grantee further agrees to design the facilities in such a way as not to preclude the potential for future water quality / quantity monitoring by the Government.

- (7) For any project which includes installation of permanent capital infrastructure as listed in Attachment A, the Grantee agrees to provide in hard copy and electronic format the following deliverables as they become available, each sealed by a Professional Engineer licensed in the Commonwealth of Kentucky (or Registered Landscape Architect when allowed by Kentucky Revised Statutes 323A.010):
- Design calculations;
 - Final construction plans, including erosion and sediment control plans, traffic control plans, grading plans, etc.;
 - Final specifications and bidding documents (if applicable);
 - Detailed engineer's construction cost estimate including quantities;
 - Inspection, Operation, and Maintenance Plan laying out the plan for regular inspection and maintenance of each proposed facility for design performance and safety in accordance with manufacturer's specifications and the Government's Stormwater Manual;
 - Copies of all federal, state, and local permits, approvals, encroachments, etc. obtained for the project;
 - Record Drawing showing all field changes, and signed and sealed by the professional of record certifying the project as shown meets all original design intent;
 - Photo documentation of site conditions and improvements before, during, and after construction.
- (8) For any project which includes installation of permanent capital infrastructure listed in Attachment A, the Grantee shall provide, by the end of the design phase, certification by a Professional Engineer or Registered Landscape Architect licensed in Kentucky that all stormwater control facilities proposed for this project are feasible and viable Best Management Practices (BMPs) for controlling stormwater quality and/or quantity and are appropriate for the project site.
- (9) The Grantee and Property Owner agree that any and all stormwater control facilities, including equipment and infrastructure, constructed or purchased with Grant monies shall remain the property of the Grantee, or the current property owner, or his successors and assigns, unless otherwise noted in Attachment A.
- (10) The Grantee and Property Owner agree that all stormwater control facilities, including equipment and infrastructure shall remain in service and maintained by the Grantee or its representatives and the Property Owner for at least the Service Life listed in the Inspection, Operation, and Maintenance Plan developed for each facility referenced in Paragraph (7) above. For capital infrastructure, the Grantee and Property Owner further accepts and agrees to enter into the *"Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class A Stormwater Quality Projects Incentive Grant"* attached hereto as Attachment B and which is incorporated herein by reference as if fully set out herein.
- (11) The Grantee agrees, and all individual property owners with grant-funded improvements installed on their properties shall agree, to allow the Government access to perform monitoring of the project elements for compliance with this Agreement.
- (12) The Grantee agrees to comply with all applicable local, state, and federal rules, regulations, ordinances, and laws in implementation of the project.
- (13) The Grantee agrees to obtain all necessary local, state, and federal permits and approvals in a timely manner and prior to the start of any work requiring such permits or approvals.
- (14) The Grantee agrees to obtain written approval from the Government's Grant Manager or Program Administrator for any proposed changes to the Project Team or Project Plan as listed in Attachment A prior to implementing the changes. Failure to gain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (25) herein below.
- (15) The term of this Agreement shall be from the date of this Agreement until completion of the project outlined herein. The Grantee agrees to complete the project within 24 months from the date of this Agreement. The Grantee agrees to obtain written approval from the Government's Grant Manager and Program Administrator for any time extensions beyond the

grant period. Failure to gain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (25) herein below.

- (16) The Grantee understands that the Grant shown herein in Paragraph (1) is a not-to-exceed amount, and any additional funding needed to complete the project elements listed in Attachment A is the responsibility of the Grantee. If it becomes apparent to the Grantee or the Government that the Grantee will be unable to complete the project either in the manner or for the amount described in this Agreement, then the Grantee must immediately notify the Government's Grant Manager and Program Administrator by providing a complete and detailed written explanation of its inability to comply with the terms of the Agreement. The Grantee must further provide the Government's Grant Manager and Program Administrator with a complete and detailed written explanation of any proposed changes, and the reasons for those changes.
- (17) The Grantee asserts that it is an incorporated organization registered in active status with the Commonwealth of Kentucky Secretary of State, and is in full compliance with all applicable provisions of the Lexington-Fayette Urban County Government's Code of Ordinances Chapter 5 – Buildings and Building Regulations, Chapter 7 – Finance and Taxation, Chapter 12 – Housing, and Chapter 16 – Sewage, Garbage, Refuse, and Weeds, or in compliance with Kentucky Department of Housings Buildings and Construction rules and requirements as is appropriate for those state institutions, parcels, or buildings which are subject to state regulations and oversight as opposed to local ordinances and regulations. If the Grantee becomes out of compliance with any of these provisions, it will contact the Government's Program Administrator immediately. Failure to resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph (25) herein below.
- (18) This Agreement may not be modified except by written agreement of the Government and the Grantee.
- (19) In any advertisement of the grant-funded project, whether oral or written communications, the Grantee agrees to identify the Lexington-Fayette Urban County Government as the source of the above referenced funds; the Grantee shall not specifically identify any individual or elected official as being responsible for the funds donated by the Government.
- (20) The Grantee agrees to allow the Government to publicize the Grantee's project through the Government's website and other media.
- (21) The Grantee agrees to reference the Lexington-Fayette Urban County Government's Water Quality Management Fee and the Stormwater Quality Projects Incentive Grant Program as a source of funding for the project on any permanent signage or educational brochures, presentations, websites, etc. produced using grant monies.
- (22) The Grantee is solely responsible for assuring that adequate and appropriate insurance or other necessary coverage is maintained during the term of this Agreement.
- (23) The Grantee shall provide equal opportunity in employment as required by applicable federal, state, and local laws, regulations, and ordinances.
- (24) The Government assumes no responsibility whatsoever in the Grantee's project activities. Grantee and Property Owner shall defend, indemnify, and hold harmless the Government from and against any and all liability, claims, damages, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including defense costs and attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, in whole or in part, from or by Grantee's or Property Owner's contractor(s), agents, or assigns, negligent acts or misconduct, or errors or omissions, or in any way connected with the activities carried out pursuant to this Agreement, the Grant award, or the Stormwater Quality Projects Incentive Grant Program.
- (25) If, through any cause, the Grantee or Property Owner shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Grantee or Property Owner shall violate any of the covenants, agreements, or stipulations of this Agreement, the

Government shall provide the Grantee thirty (30) calendar days to address the deficiency or violation. If the Grantee or Property Owner does not, after the thirty (30) days, come into compliance with this Agreement, the Government shall thereupon have the right to terminate this Agreement by giving written notice to the Grantee of such termination and specifying the effective date thereof, at least five (5) calendar days before the effective date of such termination. In that event, all finished or unfinished documents, receipts, and reports prepared by the Grantee shall, at the option of the Government, become its property and the Grantee shall immediately repay to the Government all monies received pursuant to this Agreement less any amount representing just and equitable compensation for the Government's share of any satisfactory work completed pursuant to the Agreement; provided, however, that for any project involving the construction of capital infrastructure, other than feasibility only projects, the Government's share of any satisfactory work completed shall not include feasibility or design costs.

- (26) The Grantee's sole remedy for a breach of this Agreement by the Government shall be limited to the amount of the Grant.

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

LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT

BY: _____

LINDA GORTON, MAYOR

ATTEST:

CLERK, URBAN COUNTY COUNCIL

GRANTEE ORGANIZATION
AND PROPERTY OWNER:

GARDEN MEADOWS HOMEOWNERS
ASSOCIATION, INC.
C/O ADKINS PROPERTY MANAGEMENT, LLC
PO BOX 54486
LEXINGTON, KENTUCKY 40555

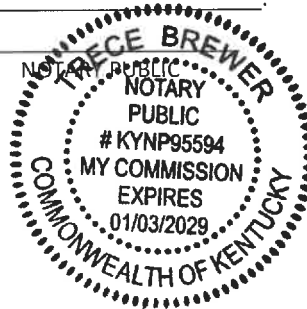
BY: _____

NAME: Thomas J. Dostart

TITLE: President

The foregoing Agreement was subscribed, sworn to and acknowledged before me by Thomas J. Dostart, as the duly authorized representative for and on behalf of Garden Meadows Homeowner Association Inc., on this the 22 day of September, 2025

My commission expires: _____



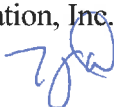
ATTACHMENT A
to the GRANT AWARD AGREEMENT
between Lexington-Fayette Urban County Government (LFUCG) and
Garden Meadows Homeowners Association Inc.

GRANT PROGRAM

2026 Stormwater Quality Projects Incentive Grant Program
Class A Neighborhood Projects

- Funded through the LFUCG Water Quality Management Fee
- Administered by the LFUCG Division of Water Quality in the Department of Environmental Quality & Public Works

PROJECT TEAM AND CONTACT INFORMATION

Grantee Organization: Gardens Meadows Homeowners Association, Inc.
c/o Adkins Property Management, LLC 
PO Box 54486
Lexington, KY 40555
KY Organization #1055082

Organization President: Thomas J. Dostart
tom.dostart@yahoo.com (email)

Primary Project Contact: Thomas J. Dostart
859-629-9404 (phone)
tom.dostart@yahoo.com (email)

Secondary Project Contact & Project Manager: Heide Robles
859-494-8995 (phone)
adkinspm@outlook.com (email)

Project Site Location(s): 1076 & 1097 Lucille Drive
Lexington, KY 40511
PVA Parcel #38137230 and 38130760

Property Owner(s): Garden Meadows Homeowners Association Inc.
PO Box 54486
Lexington, KY 40555

Design Engineering Firm: Brandstetter Carroll Inc.
2360 Chauvin Drive
Lexington, KY 40517
859-685-1848 (phone)

Contractor: To Be Determined

PROJECT PLAN ELEMENTS

All improvements shall be located on the property at 1076 & 1097 Lucille Drive, owned by (Garden Meadows Homeowners Association, Inc. No other property or right-of-way shall be disturbed without the written permission from the property owners and/or LFUCG.

The project objectives include:

- A. Tree Canopy Establishment – Evaluate and implement Tree Canopy Establishment / Expansion by installing (+/-) 86,250 square feet of additional tree canopy from 150 new trees spread over multiple locations.
- B. Native Planting Installation, Brush and Trash Removal – Install native plantings within detention basin, remove brush along stream, and trash removal activities.

- C. Stormwater Education – Communication to the residents about water quality and stormwater related issues and the benefits of planting new trees around the Garden Meadows HOA property, install a permanent signage showcasing the benefits of the new trees, stream restoration, enhanced water quality and stormwater related issues.

REPORTING REQUIREMENTS

In addition to the reporting requirements outlined in the Grant Award Agreement, the following special items are noted for this project:

- 1) The Organization shall submit copies of the herbicide application plan to the LFUCG Grant Manager and the Division of Environmental Services prior to work beginning.
- 2) All attachments to Requests for Funds & Project Status Reports shall reference the associated line in Table 2 – Eligible Expenses.

EQUIPMENT

Any equipment purchased with the Grant shall remain the property of the Organization.

PERMANENT FACILITIES / INFRASTRUCTURE

Permanent Capital Infrastructure: This grant does include Permanent Capital Infrastructure for purposes of the Grant Award Agreement.

Ownership: The proposed permanent facilities are expected to reside on private property in Fayette County and be owned by the property owners.

Future Inspection and Maintenance: The Organization (and / or Property Owner) agrees to sign and abide by the terms of the *Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class A Stormwater Quality Projects Incentive Grant* included as Attachment B to the Grant Award Agreement. At the end of construction, the Organization may choose to: a) enter into the Agreement with LFUCG and assume responsibility for maintenance, or b) enter into the Agreement with LFUCG for responsibility to ensure maintenance and enter into a second private agreement with the property owners to perform the future maintenance.

Monitoring by LFUCG: The Organization agrees to allow LFUCG staff future access to any property on which work is performed to monitor the installed features for compliance with this Agreement following the grant period. After the grant period has ended, the Organization agrees to allow LFUCG access for monitoring per the terms of the Maintenance Agreement. Water quality sampling via grab samples or other methods may be employed by LFUCG staff as part of its Kentucky Pollutant Discharge Elimination System (KPDES) MS4 Phase 1 Permit.

SITE / CONSTRUCTION ACCESS

If work is to be performed on private property (including LFUCG-owned), the Organization is responsible for obtaining written authorization from the affected property owner(s) allowing such access. No permanent feature (including plantings) shall be placed upon private property without prior signed authorization from the owner. The written authorization(s) shall be provided to the LFUCG Grant Manager prior to work commencing.

ADDITIONAL GRANT STIPULATIONS

1. Tree plantings shall be coordinated with existing utilities prior to plantings, and if possible, trees shall not be planted within 10' of an existing utility.
2. Tree removal and planting activities shall be reviewed and approved by Division of Environmental Services Urban Forester and/or Arborist prior to any tree removal or planting activities.
3. A maintenance plan for tree plantings shall be provided for approval to the Grant Manager prior to plantings.

4. Encroachment agreements shall be obtained when working within any private utility areas.
5. Applicant shall obtain encroachment agreements for each public site from the Division of Environmental Services.
6. A maintenance plan for tree plantings shall be provided for approval to the Grant Manager prior to plantings.
7. Applicant shall obtain written approval / agreement prior to work being done on properties not owned by the Applicant.
8. Applicant shall provide the Division of Water Quality with a detailed budget listing how the funds and associated cost share will be allocated for inclusion in the Grant Award Agreement.
9. All handouts and educational components shall be provided to the LFUCG Grant Manager in hard copy and electronic (i.e., PDF) formats with Requests for Funds / Project Status Reports and/or the Project Final Report.
10. Permanent signage to be approved by the Grant Manager or Administrator prior to production.
11. Organization proposes a larger cost share beyond that required by the grant program. Budget shall reflect the 20.01% cost share offered in the application (approximately \$29,120.80).

GRANT PERIOD & PROJECT SCHEDULE

The grant period starts on the date of execution by the Mayor and extends for the time period as listed in the Grant Award Agreement. Any time extensions must be approved in writing by the LFUCG Grant Manager. The project schedule shown in Table 1 is preliminary. Proposed changes to the project which alter this schedule significantly shall be discussed with the LFUCG Grant Manager prior to implementation.

TABLE 1 – PRELIMINARY PROJECT SCHEDULE

Activity	Schedule
LFUCG Approval of Grant Agreement and Notice to Proceed (NTP)	Winter 2025-2026
GM HOA give NTP to B&H Tree Service for both tree plantings and brush cuttings and trash removal along NS RR tracks, adjusting dates as appropriate, subject to obtaining prior written consent of GM property owners.	Immediately after LFUCG NTP
GM HOA give NTP to Klausing Group to establish GM HOA Monarch Butterly Waystation (MBW) #1, adjusting dates as appropriate.	Immediately after LFUCG NTP
GM HOA give NTP to company and/or organization(s) to be identified to cut tall brush and remove trash along an in stream draining the GM HOA large WDB.	Immediately after LFUCG NTP
Send emails and letters to GM owners and residents regarding ability to receive one or more trees in their yards, subject to obtaining their prior written consent.	Immediately after LFUCG NTP
Advertise Educational seminars and activities	May 2026
Hold Educational seminars and activities	June 2026
Provide Project Final Report to LFUCG	30 days after Project Completion

PROJECT BUDGET – GRANT ELIGIBLE EXPENSES

Table 2 lists the eligible expenses for this project. Only properly invoiced items shall be reimbursed with grant monies or counted toward the Organization’s cost share. Any work performed on this project prior to grant award by the Urban County Council and Notice to Proceed from the LFUCG Grant Administrator is NOT an eligible expense and shall not be reimbursed or counted toward the cost share.

Hours worked by participants under the age of 12 shall not be counted toward the cost share.

No work on any item outside of the project scope described herein, or any item to be covered by the contingency budget shall be performed without prior written approval from the LFUCG Grant Manager or Grant Administrator. Failure to do so may result in non-reimbursement for any such items.

Any donated professional service hours not currently listed in the Eligible Expenses shall be valued at a maximum, at the Median Hourly Wage for the expertise provided – from the U.S. Department of Labor, Bureau of Labor Statistics, State Occupational Employment and Wage Estimates for Kentucky (current website: www.bls.gov/oes/current/oes_ky.htm).

TABLE 2 – ELIGIBLE EXPENSES

	Type of Expense	Participants	Item	Unit Price		Quantity	Funded by Organization	Funded by Grant	Total Expense
Project Element 1: Tree Planting, Monarch Butterfly Waystation Installation, Brush Cutting and Trash Removal									
1	Materials	B&H Tree Care	Plant trees along the border of 1076 and 1097 Lucille Drive/Squire Road	\$ 460.00	per tree	50		\$ 23,000.00	\$ 23,000.00
2	Materials	B&H Tree Care	Plant trees through out Garden Meadows	\$ 460.00	per tree	100	\$ 3,600.00	\$ 42,400.00	\$ 46,000.00
3	Materials	B&H Tree Care	24-Month Maintenance at \$6 per Tree per Month	\$ 144.00	per tree	150		\$ 21,600.00	\$ 21,600.00
4	Tax	B&H Tree Care	Tax	\$ 5,436.00	lump sum	1		\$ 5,436.00	\$ 5,436.00
5	Contractor	Klausing Group	Install GM HOA Monarch Butterfly Waystation #1 at 1007 Lucille Drive	\$ 9,556.00	lump sum	1		\$ 9,556.00	\$ 9,556.00
6	Contractor	B&H Tree Care	Cut brush, remove trash along NS RR tracks	\$ 8,480.00	lump sum	1		\$ 8,480.00	\$ 8,480.00
7	Contractor	TBD	Cut brush, remove trash along WDB stream at 1076 Lucille Drive	\$ 1,000.00	lump sum	1		\$ 1,000.00	\$ 1,000.00
Project Element 2: Educational Seminar									
8	Materials	GM HOA board	Educational Materials and Permanent signs	\$ 2,280.00	lump sum	1		\$ 2,280.00	\$ 2,280.00
9	Materials	GM HOA board	Install 4' Montgomery Park Bench + Shipping	\$ 1,324.00	per each	2		\$ 2,648.00	\$ 2,648.00
Project Element 3: Project Design and Development									
10	Professional Hours	BCI Intern LA	Project Design and Development	\$ 120.00	per each	40	\$ 4,800.00		\$ 4,800.00
11	Professional Hours	BCI Principal	Project Design and Development	\$ 250.00	per each	12	\$ 3,000.00		\$ 3,000.00
12	Professional Hours	BCI Principal LA	Project Design and Development	\$ 250.00	per each	5	\$ 1,250.00		\$ 1,250.00
13	Professional Hours	BCI Finance	Project Design and Development	\$ 150.00	per each	5	\$ 750.00		\$ 750.00
14	Professional Hours	APM Project Manager	Project Design and Development	\$ 35.61	per each	50	\$ 1,780.50		\$ 1,780.50
Project Element 4: Project Coordination									
15	Professional Hours	BCI Intern LA	Project Coordination	\$ 125.00	per each	30	\$ 3,750.00		\$ 3,750.00
16	Professional Hours	BCI Principal	Project Coordination	\$ 250.00	per each	8	\$ 2,000.00		\$ 2,000.00
17	Professional Hours	APM Project Manager	Project Coordination	\$ 35.61	per each	30	\$ 1,068.30		\$ 1,068.30
Project Element 5: Volunteer Hours									
18	Volunteer Hours	GM HOA Project Manager	Project Design and Development	\$ 35.61	per each	150	\$ 5,341.50		\$ 5,341.50
19	Volunteer Hours	GM HOA Project Manager	Project Coordination	\$ 35.61	per each	50	\$ 1,780.50		\$ 1,780.50
				TOTAL PROJECT BUDGET:			\$ 29,120.80	\$ 116,400.00	\$ 145,520.80
COST SHARE % = 20.01% OK MUST BE ≥ 20%							ORGANIZATION SHARE* 20.0%	GRANT SHARE 80.0%	

FIGURE 3 – TREE LOCATION MAP 2 (FROM APPLICATION)





Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0940-25

File ID: 0940-25

Type: Agenda Item

Status: Agenda Ready

Version: 1

Contract #:

In Control: Fire and
Emergency
Services

File Created: 09/29/2025

File Name: Stonewell Command Access Vehicle Box Agreement

Final Action:

Title: Authorization to enter into a purchase agreement with Stonewell Bodies and Machine Inc. for (1) Command Access Vehicle Box at the cost of \$89,469.50. A price contract for Stonewell Bodies and Machine Inc. was established on February 6, 2025 (reso #033-2025). Funds are budgeted. (L0940-25)(Wells/Armstrong)

Notes:

Sponsors:

Enactment Date:

Attachments: Stonewell Bodies and Machines Blue sheet
Memo_092025, Stonewell Contract_Command
Access Vehicle_092025

Enactment Number:

Deed #:

Hearing Date:

Drafter: Tammy James

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File 0940-25

Title

Authorization to enter into a purchase agreement with Stonewell Bodies and Machine Inc. for (1) Command Access Vehicle Box at the cost of \$89,469.50. A price contract for Stonewell Bodies and Machine Inc. was established on February 6, 2025 (reso #033-2025). Funds are budgeted. (L0940-25)(Wells/Armstrong)

Summary

Authorization to enter into a purchase agreement with Stonewell Bodies and Machine Inc. for (1) Command Access Vehicle Box at the cost of \$89,469.50. A price contract for Stonewell Bodies and Machine Inc. was established on February 6, 2025 (reso #033-2025). Funds are budgeted. (L0940-25)(Wells/Armstrong)

Budgetary Implications: yes

Advance Document Review:

Law: Yes, M. Sanner

Risk Management: No

Fully Budgeted: Yes

Account Number: 1105 505707 5713 96957

This Fiscal Year Impact: \$89,469.50

Annual Impact: \$89,469.50

Project: PSFI_HEAVYTRUCK

Activity: Vehicle

Budget Reference: 2026

Current Balance: \$4,800,000



FROM: Jason G. Wells, Fire Chief

DATE: September 29, 2025

SUBJECT: Purchase Agreement with Stonewell Bodies and Machine INC.

The Division of Fire and Emergency Services request authorization to enter into a purchase agreement with Stonewell Bodies and Machine Inc. for (1) Command Access Vehicle Box at the cost of \$89,469.50. This price contract was established on February 6, 2025. Resolution # 033-2025.

Why are you requesting? This unit will be utilized as a command vehicle and aligns with the fleet design of other command vehicles.

Department needs this action completed because: This unit will provide the required equipment to support incident command responsibilities.

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

The cost for this FY is: \$89,469.50

The cost for future FY is N/A

Are the funds budgeted? Yes

File Number: 0940-25

If a contract, please indicate the cancelation clause: This contract is not subject to cancellation by Buyer, unless for material breach by Stonewell Bodies, except upon payment to seller of reasonable cancellation charges, which shall take into account expenses already incurred and commitments made by seller and seller's anticipated profit.

Director/Commissioner: Wells/Armstrong





SPECIFICATIONS FOR

COMMAND ACCESS VEHICLE

City of Lexington
FIRE DEPARTMENT

CAV No. 4



Chief Gary Harris
219 E. Third St. Unit 219
Lexington, KY
Office: (859)231-5679
Cell: (859)327-0554
gharris@lexingtonky.gov

Date:08/28/20205



STONEWELL COMPANY HISTORY

Stonewell Bodies was founded in 1994 out of necessity to work smarter and not harder. The company was started by a farrier looking to shoe his horses without the trouble of constantly loading and unloading a pickup truck with all his tools of the trade. After carefully considering how to make a truck body that would be light, provide protections from the elements, easy to organize and last for many years, the Stonewell Body was created.

Today, Stonewell has grown to service three primary industries, all of which require a light weight and efficient design. The primary industries serviced by Stonewell include Farriers and mobile veterinarians, emergency services vehicles and the building trades. The common thread among these three industries hinges on the need of efficient access to the truck body so they can access and depart the vehicle as quickly as possible.

Stonewell now employs 37 craftsmen who are experts in the field of fabrication as well as having significant application experience in the field of EMS and Farrier. Our team is comprised of farriers, EMT's, volunteer Fire Chiefs and assistant Chiefs. These craftspeople bring their passion and practical experience with them as they work to build outstanding truck bodies.

Coupled with experts in fabrication, Stonewell has made significant investments in production capabilities. Our bodies and fabricated solutions are designed using the latest CAD, and modeling, software coupled to fully CNC processing equipment. Our metal cutting is primarily achieved through a new Mitsubishi Laser, HAAS milling machines or other very precise machine-tools. We have invested in our infrastructure as well as equipment and are confident we can design, weld and manufacture to the exacting specifications we develop.

Over the last several decades, Stonewell has evolved to be a market leader with a robust complement of tools needed to solve customer problems. We continually work to solve application problems and stand behind the products that we produce. We look forward to the possibility of working with you and hope you consider Stonewell Bodies for your next design need.

TERMS OF PAYMENT - DIVIDED IN ONE THIRD INCREMENTS

The terms of this purchase shall be 1/3rd of the body purchase price upon signing of the purchase agreement and 1/3rd at the mid point of construction. The balance shall be paid upon completion of the specified vehicle. If payment is not made and Stonewell must pursue legal remedies, all legal expenses shall be the responsibility of the purchaser. The vehicle shall not be put in service until full payment is paid to the manufacturer.



ADDENDUM

Request from Fire Department to add travel expense to sales agreement.

The Fire Department has asked to include travel expense to sales agreement. The total amount of travel expense will be the actual amount incurred. Travel amounts:

4 person trip:

Airfare:	\$2,000.00
Rental Car:	\$300.00
Hotel:	<u>\$1,398.00</u>
Total	<u>\$3,698.00</u>

2 Person trip

Airfare:	\$1,000.00
Rental Car:	\$300.00
Hotel:	<u>\$649.00</u>
Total	<u>\$1,949.00</u>

Summary of Trips

Fire Cav 1	\$3,698.00
HAZ Mat Cav2	\$1,949.00
Fire Cav 3	\$1,949.00
Fire Cav 4	<u>\$1,949.00</u>
Total	<u>\$9,545.00</u>

The amount for travel shall be due at contract signing, Travel expenses will be reconciled at the end of the project and variance will be addressed at that time.



AGREEMENT OF SALE FOR COMMAND ACCESS VEHICLE

THIS AGREEMENT is made between **Stonewell Bodies and Machine Inc. (Stonewell)** and:

Legal Name of Buyer: Lexington Fayette Urban County Government

Address: 200 East Main Street Lexington, KY 40507

Phone Number: (859)425-2255

Reference: BID 169-2024 Command Vehicle Uplift

ACCEPTANCE:

Stonewell agrees to sell, and Buyer agrees to purchase Qty One (1) Command Access Vehicle (s) described in the Specifications incorporated as Exhibit A of this contract, as may be amended in writing, and the equipment listed herein, all in accordance with the terms and conditions set forth herein.

This offer is valid for 30 days from 08/29/2025 and shall expire on 09/28/2025.

1. DELIVERY SCHEDULE:

The Command Access Vehicle shall be ready for transport in approximately “360” days after delivery of chassis to Stonewell. This time frame is subject to extension due to changes made by Buyer or in accordance with Sections 4 or 10,11,12 below.

2. PRICE:

Buyer shall pay Stonewell Bodies & Machine Inc. the purchase price for the installation of the Command Access Vehicle in the sum of **\$79,924.50 (\$70,379.50 (CAV) + \$9,545.00 (Travel))** U.S. Dollars.

This purchase price **excludes** taxes. Responsibility to pay taxes are with the buyer. Any applicable taxes not specifically noted above will be paid by the Buyer directly or will be added to the purchase price and paid by Buyer. If Buyer claims exemption from any tax, Buyer agrees to promptly furnish the applicable exemption certificate(s) and to indemnify and hold harmless Stonewell Bodies & Machine Inc. harmless from any such tax, interest or penalty, which may at any time be assessed against Stonewell Bodies & Machine Inc. as a result of this transaction.



3. TERMS OF PAYMENT SHALL BE:

Due upon signing: **\$33,004.84**

Due upon video conference inspection after "X" _____ days of build **\$23,459.83**

Due upon completion and video or in-person (at your cost) inspection prior to shipping.....**\$23,459.83**

Applicable method of payment for remaining balance due: Check or wire transfer.

In the event of a dispute, Stonewell Bodies shall have the right to collect, from the purchaser, reasonable costs and necessary disbursements and attorney's fees incurred in enforcing this agreement. The vehicle shall not be put in service until full payment is paid to the manufacturer.

4. CONTINGENCIES:

Stonewell will not be liable for any delay, failure to make delivery, or other default due to strikes or labor unrest, war, riot, federal, state or local government action, fire, flood, or other disaster or acts of God, accidents, breakdown of machinery, lack of or inability to obtain materials, parts or supplies, or any other causes or circumstances beyond the reasonable control of these entities which prevent or hinder the manufacture and/or delivery of the Command Access Vehicle.

5. WARRANTY:

Stonewell provides a limited warranty on new Command Access Vehicle of its own manufacture in accordance with the warranty terms set forth in the Specifications provided. EXCEPT TO THE EXTENT PROHIBITED BY LAW, STONEWELL MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE HEREOF. SEE SEPARATE WARRANTY STATEMENT(S) FOR COMPLETE INFORMATION. This warranty starts upon placing the vehicles in service not to exceed 6 months after delivery.

6. DISCLAIMER OF CONSEQUENTIAL DAMAGES:

Stonewell EXPRESSLY DISCLAIMS ANY LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES WHICH MAY BE SUSTAINED BY BUYER, INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM THE USE, INABILITY TO USE, MAINTENANCE OR REPAIR OF THE COMMAND ACCESS VEHICLE,



WHETHER UNDER THEORIES OF BREACH OF EXPRESS OR IMPLIED WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE.

7. CANCELLATION:

This contract is not subject to cancellation by Buyer, unless for material breach by Stonewell Bodies, except upon payment to seller of reasonable cancellation charges, which shall take into account expenses already incurred and commitments made by seller and seller's anticipated profit.

8. ENTIRE AGREEMENT; AMENDMENTS:

This contract, including its appendices, embodies the entire understanding between the parties relating to the subject matter contained herein and merges all prior discussions and agreements between them. No agent or representative of Stonewell has authority to make any representations, statements, warranties or agreements not herein expressed. All modifications or amendments of this contract, including the appendices, and Change Orders, must be in writing signed by an authorized representative of each of the parties hereto.

9. SEVERABILITY:

If any provision hereof shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this contract shall be construed as if the invalid, illegal or unenforceable provision had never been contained in it, unless to do so clearly negates the overall intent or purpose of the parties in entering into this contract.

10. CHANGES IN COMMERCIAL SPECIFICATIONS:

Specifications for all commercial components of the Command Access Vehicle, manufactured by companies other than Stonewell are subject to change without notice. Specifications for such components will be as available at the time of manufacture of the Command Access Vehicle. Stonewell shall not be liable for any specification deviations from the original contract specifications on such components made by their original manufacturer.



11. CHANGES IN REGULATIONS/INDUSTRY STANDARDS:

The Purchase Price is subject to adjustment for changes to the Command Access Vehicle necessitated by changes in applicable government regulations (such as FMVSS or emissions regulations), industry standards (such as NFPA standards), replacement of discontinued models or components from vendors, or freight charges. Buyer is responsible for any cost increases due to such changes beyond Stonewell Bodies and Stonewell Bodies & Machine Inc.'s control.

12. CHANGE ORDERS:

Changes in the build contract may be submitted to Stonewell. These changes must be in writing and when necessary, drawings may be required. Dependent on where in the build process the CAV is, the change order may be accepted or rejected by Stonewell. The cost of the change will be added on to the total cost of the CAV. This new price must be approved and agreed to in writing by the purchaser. While change orders are being processed, the completion date shall be extended according to the days spent processing the change order as well as the time needed to complete the changes.

IN WITNESS WHEREOF, Buyer and Stonewell Bodies & Machine Inc. have caused this agreement to be executed by their duly authorized representatives this day of:

PURCHASER: _____

Print Name: _____

Signature: _____

Title: _____

Date: _____

Stonewell Bodies

This contract is not a valid and binding obligation until approved, dated and executed by Stonewell Bodies & Machine Inc. inc.

ACCEPTED AND APPROVED

Stonewell Bodies & Machine, Inc.

Print Name: Luigi Sposito

Signature: 

Title: President

Date: 8/28/2025



Construction Period

The delivery of the vehicle shall be: 360-420 calendar days after receipt of the chassis.

The bidder shall not be responsible for delays in delivery due to strikes, acts of God, failure of suppliers to deliver, chassis shortage and other reasons beyond the reasonable control of the builder. Should the bidder be unable to comply with the proposed delivery date, the purchaser shall be notified with the reasons for non-compliance.

PRE CONSTRUCTION MEETINGS

PRE-CONSTRUCTION MEETING

A pre-construction meeting shall be conducted via a Webcast.

ONE (1) YEAR PARTS & LABOR WARRANTY

Stonewell Bodies & Machine Inc. SWBM Limited Warranty Coverage. General parts and labor warranty for the body, integral components, materials, and workmanship are warranted against defects and failure for one (1) year on parts and labor.

Components purchased by SWBM from suppliers are subject to the warranties provided by those suppliers. Warranty period commences from the in-service date for the body. The body must be used only for its intended purpose. The body must be maintained and serviced according to the guidelines in the supplied documents.

Exclusions: This warranty applies only to the SWBM manufactured body and its integral components and excludes options and accessories, which are covered by separate vendor specific warranties. The warranty is valid only when the body is used for its intended purpose. Warranty does not apply to any product or component that has been overloaded, altered, abused, misused, or damaged by impact or collision. This warranty is not transferable.

Warranty repairs performed by SWBM or its authorized agents: warranty repairs shall be performed at an SWBM facility or at an authorized distributor. SWBM may, at its discretion, pick up and return the vehicle to the owner's location or may request that the owner deliver the vehicle to the repair site.

Warranty repairs performed by non-SWBM Entities: SWBM may authorize a third party to perform warranty repairs. Any such decision will be based on type of repair, distance to the nearest approved SWBM repair site, and urgency of the repair. SWBM must provide written authorization and permission



before a non-SWBM entity begins repair or replacement of components. Warranty claims for unauthorized and unsubstantiated work may be denied.

Peripheral, incidental, and consequential damages and claims: The SWBM limited warranty does not apply to damage and failure resulting from misuse, abuse, neglect, accident, improper customer/distributor installation, lack of maintenance, or natural events.

Any modifications by the buyer or any third party, without the prior written consent of SWBM, may void this warranty. Operating conditions, or applications not made known to or contemplated by SWBM at the time of delivery to the buyer may also void this warranty. Damages resulting from any other abnormal operation will not be covered by this warranty. Normal maintenance, wear, and consumable items such as light bulbs are not covered under this warranty.

SWBM will not reimburse for lost time, business, or business opportunity, or for any loss of use related to warranty claims. SWBM will not provide or pay for the use of a rental vehicle, equipment, or tools while warranty work is performed. SWBM will not reimburse for equipment or tools that are damaged, lost, or missing in conjunction with a warranty claim. SWBM is not responsible for, and will not reimburse for mileage, fuel, and wear incurred in the process of driving the vehicle to a repair site or delivery to the end user location, nor for lost time incurred by an owner delivering and picking up a vehicle or associated components.

This limited warranty is the sole and exclusive remedy for defective products manufactured and/or installed by SWBM.

HOW TO OBTAIN WARRANTY SERVICE FROM STONEWELL BODIES & MACHINE INC.

Making an appointment for warranty service at an SWBM facility or authorized repair site:

1. Call the SWBM location where your truck was built.
2. Discuss the problem with the warranty representative to determine resolution and repair schedule.

Requesting authorization to perform warranty work:

1. Obtain the following information: All of the information requested in item #2 above.
 - a) Documented photographs for any physical damage. (paint, dents, etc.)
 - b) Inspection notes by SWBM personnel or a third party representing SWBM if necessary.



2. Call the SWBM location where your truck was built. Discuss the problem with the warranty representative to determine coverage and repair method.
3. The representative will grant permission to perform repairs if approved.
4. IMPORTANT! The representative must issue a Returned Goods Authorization (RGA) number.
5. Defective parts must be returned freight prepaid to SWBM within seven days.
6. If the affected component was purchased from a non-SWBM supplier, please allow extra time for SWBM to contact and work with the supplier.

Stonewell Bodies & Machine Inc. reserves the right to deny any warranty if proper procedures are not followed. Proper documentation, including photos, must be provided for SWBM to validate and approve any claim submitted after repairs are done by a third party.

Warranty, Structural Body, 5 Yrs (Q)

FIVE (5) YEAR STRUCTURAL BODY WARRANTY

Stonewell Bodies & Machine Inc. SWBM Limited Warranty Coverage: the structural integrity of the body, integral components, materials, and workmanship are warranted against defects and failure for five (5) years, with 100% parts and labor coverage. This warranty is in addition to the standard parts and labor warranty attached for the entire body and components.

Components purchased by SWBM from suppliers are subject to the warranties provided by those suppliers. Warranty period commences from the in-service date for the body. The body must be used only for its intended purpose. The body must be maintained and serviced according to the guidelines in the supplied documents.

Exclusions: This warranty applies only to the SWBM manufactured body and its integral components and excludes options and accessories, which are covered by separate vendor specific warranties. The warranty is valid only when the body is used for its intended purpose. Warranty does not apply to any product or component that has been overloaded, altered, abused, misused, or damaged by impact or collision. This warranty is not transferable.

Warranty repairs performed by SWBM or its authorized agents: warranty repairs shall be performed at an SWBM facility or at an authorized distributor. SWBM may, at its discretion, pick up and return the vehicle to the owner's location or may request that the owner deliver the vehicle to the repair site.



Warranty repairs performed by non-SWBM Entities: SWBM may authorize a third party to perform warranty repairs. Any such decision will be based on type of repair, distance to the nearest approved SWBM repair site, and urgency of the repair. SWBM must provide written authorization and permission before a non-SWBM entity begins repair or replacement of components. Warranty claims for unauthorized and unsubstantiated work may be denied.

Peripheral, incidental, and consequential damages and claims: The SWBM limited warranty does not apply to damage and failure resulting from misuse, abuse, neglect, accident, improper customer/distributor installation, lack of maintenance, or natural events.

Any modifications by the buyer or any third party, without the prior written consent of SWBM, may void this warranty. Operating conditions, or applications not made known to or contemplated by SWBM at the time of delivery to the buyer may also void this warranty. Damages resulting from any other abnormal operation will not be covered by this warranty. Normal maintenance, wear, and consumable items are not covered under this warranty.

SWBM will not reimburse for lost time, business, or business opportunity, or for any loss of use related to warranty claims. SWBM will not provide or pay for the use of a rental vehicle, equipment, or tools while warranty work is performed. SWBM will not reimburse for equipment or tools that are damaged, lost, or missing in conjunction with a warranty claim. SWBM is not responsible for, and will not reimburse for mileage, fuel, and wear incurred in the process of driving the vehicle to a repair site or delivery to the end user location, nor for lost time incurred by an owner delivering and picking up a vehicle or associated components.

This limited warranty is the sole and exclusive remedy for defective products manufactured and/or installed by SWBM.

PAINT WARRANTY

The PPG Commercial Paint Performance Warranty covers the vehicle refinished with specified and approved products for a period of three (3), years beginning the day the vehicle is delivered to the customer / dealer. The warranty provides coverage for the following items:

- a) Peeling or de-lamination of the topcoat and or other layers of paint
- b) Cracking, checking
- c) Loss of gloss caused by cracking, checking, or hazing



PAINT WARRANTY EXCLUSIONS

Paint deterioration caused by blisters or other film degradation due to rust or corrosion originating from the substrate. Hazing, chalking or loss of gloss caused by improper care, abrasive polishes, cleaning agents, heavy duty pressure washing, or aggressive mechanical wash systems. Paint deterioration caused by abuse, scratches, chips, gloss reduction, accidents, acid rain, chemical fall-out or acts of nature. Failures on finishes due to inadequate film builds. Failures due to improper cleaning or surface preparation or failure to allow the product instructions.

Claims presented without proper warranty documentation may be denied.

"AS BUILT" WIRING DIAGRAM

The manufacturer shall provide one (1) "as built" wiring schematic for the electrical components and the wiring system. These diagrams shall be in a notebook type binder, with reference tabs if needed.



CHASSIS SPECIFICATIONS

COMMERCIAL CHASSIS

The chassis shall be a new, unused commercial chassis drop shipped to the apparatus body manufacturer's production facility. Stonewell shall conduct the pre-delivery inspection.

Chevrolet, 3500, SB, Pick Up, Diesel/Auto Trans, 4WD, 4 Door Crew Cab

CHASSIS SPECIFICATIONS

One (1) CHEVROLET 3500, Pick Up Truck, four wheel drive, single rear wheels, four (4) door crew cab.

REAR MUD FLAPS

Black mud flaps with the stainless-steel logo shall be installed behind the rear wheels.

CUSTOM FABRICATED CENTER CONSOLE AND SWITCH PANEL

A custom designed console shall be fabricated of .125" smooth aluminum and installed on the cab floor, centered between the driver's and passenger seat, as far rearward as possible. The console shall contain warning light controls, siren, and other items that are specified. At the rear of the console, two (2) top loading bins shall each accommodate a 3" binder or single use gloves as required.

The console shall have a mechanically fastened top for easy service access and shall be coated with a flat black powder coating on all interior and exterior surfaces for durability and appearance.



BODY AND COMPARTMENT SPECIFICATIONS

Stonewell Command Access Vehicle (CAV)

Body Specification

CAV: 90"L x 76"W x CAB HEIGHT, FULL DOOR

The CAV body shall be suited to a Short Bed Pick Up Truck. The body shall incorporate Full Length Doors.

GENERAL OVERVIEW

The Stonewell Command Access Vehicle (CAV) is a multi-purpose aluminum truck body intended to replace factory made pick up truck beds installed by manufacturers such as Ford, GM and Fiat Chrysler. Once a factory installed bed is removed, the CAV body will be mounted to the frame rails of the chassis and provide an enclosed structure to store, transport or secure items as needed.

The CAV body is manufactured from an aluminum sub-structure and frame that is skinned with aircraft grade aluminum panels thus enclosing the structure. Three (3) main doors shall provide access to the upper section (frame) of the CAV body, and depending on interior construction, shall provide visibility to the entire above-frame compartment. The CAV is highly versatile in its intended application and with an interior designed to address the specific needs of the user.

In emergency services applications, the CAV can be configured with NFPA-like lighting. Interior and exterior lighting shall be added per customer specifications. Additionally, paint, graphics, lettering, chevrons and striping can be added to support NFPA standards and customer needs.

FRAME CONSTRUCTION

The frame of the CAV shall be considered the body structure coming directly in contact with the vehicle chassis though isolated via our mounting system. The frame structure shall be MIG welded and comprised of extruded aluminum tubing made of 6061 x .125" material, hardened to T-6 specifications. At no time shall the frame of the CAV come in direct contact with the chassis of the vehicle. The frame shall be welded in a proprietary pattern to maximize strength and minimize body flexing. All tubing shall be cut via CNC controlled saw to ensure precise tube section length. Welding of the tubes shall be done in a rotary fixture to minimize tube warp and ensure proper fit-up for welding. Butt-welding of tubes



will include end-chamfering of tube lengths to ensure weld penetration. Additionally, welds shall be no smaller than 3/8" and no larger than 1/2" and shall be welded on no few than two sides. Where allowable based on construction method, all 4 sides of the tube shall be welded. Tube sides requiring skinning shall have welds ground smooth to minimize skin warpage or deflection.

HOOP CONSTRUCTION

Similar to frame construction, the hoop section of the CAV shall be considered the vertical structure mated to the frame and rising vertically to form the storage compartment. The hoop structure shall be MIG welded and comprised of extruded aluminum tubing made of 6061 x .125" material, hardened to T-6 specifications. All 4 sides of the tube shall be welded to its counterpart. At no time shall the hoop of the CAV come in direct contact with the chassis of the vehicle. The hoop shall be welded in a proprietary pattern to maximize strength and minimize flexing. All tubing shall be cut via CNC controlled saw to ensure precise tube section length and cut angle. Welding of the tubes shall be done on a rotary fixture to minimize tube warpage and ensure proper fit-up for welding. But-welding of tubes will include end-chamfering to ensure weld penetration and angle correctness. Additionally, welds shall be no smaller than 3/8" and no larger than 1/2" and shall be welded on no fewer than (4) four sides. Where allowable, based on construction method, all 4 sides of the tube shall be welded. Tube sides requiring skinning shall have welds ground smooth to minimize skin warpage or deflection.

Water "gutters" shall be installed on the side door outer most frame members. These gutters shall enable water to be channeled off the roof surface and follow a path to leave the body without entering the main storage compartment.

PROTECTIVE COVERING -- FRONT BODY

The entire front of the apparatus body shall have a protective covering installed. The covering shall be constructed of bright .100" aluminum tread plate material.

ROOF CONSTRUCTION

The portion of the hoop considered the roof of the compartment shall be framed with 6061 x .125" material, hardened to T-6 specifications. The same welding practice as used in the frame and hoop manufacturing process shall be used to construct the roof. The exterior portion of the roof shall be lined with 5052 x .060" aluminum on the exterior. The exterior skin shall be bonded to the roof frame utilizing an aluminum adhesive, 3M brand VHB double sided tape and zinc coated mechanical fasteners. Any mechanical faster that is exposed to the elements shall be covered with silicone to ensure a water proof seal. To minimize condensation in the compartment, R-15 foam board insulation shall be installed

between the roof cross-members and encased between the roof skin and an interior skin (ceiling). To complete the roof section, an interior skin of 5052 x .040" aluminum shall be installed on the "ceiling" portion of the roof. This skin shall form the interior ceiling. Gussets shall be welded in the corner joints that connect the roof to the hoops. The gussets shall be stitch welded to minimize warpage of either the roof, hoop or gusset.

SIDE DOOR CONSTRUCTION

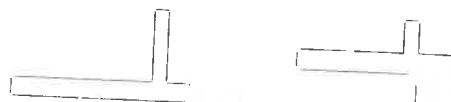
Construction of the CAV side doors shall consist of an interior frame with laminated skin. The exterior portion of the door shall be constructed from 5052 x .090" aluminum. The exterior skin shall be bonded to the door frame utilizing an aluminum adhesive applied under pressure, and 3M brand VHB double sided tape. Mechanical fasteners shall not be used to fasten the skin to the frame. The frame and door skin shall be angled in such a way as to contour to the shape of the truck. "D" seal shall be applied to the perimeter of the door to create a waterproof seal and a rain gutter shall be formed to channel water away from the door opening.

REAR DOOR CONSTRUCTION

Construction of the CAV rear door shall consist of an interior frame with laminated skin. The exterior portion of the door shall be constructed from 5052 x .090" aluminum. The exterior skin shall be bonded to the door frame utilizing an aluminum adhesive applied under pressure, and 3M brand VHB double sided tape. Mechanical fasteners shall not be used to fasten the skin to the frame. The frame and door skin shall be mounted to the roof of the body using a stainless steel hinge, with a pin diameter of no less than .125". "D" seal shall be applied to the perimeter of the door to create a waterproof seal.

SIDE DOOR HINGES

The side doors of the CAV unit shall be connected to the roof of the body using a proprietary sliding hinge. The hinge shall be water proof and shall run full length of the roof surface to evenly disperse the weight of the door. A piano style hinge shall not be used to connect the doors to the roof. Please see an illustration of the roof hinge sections. The hinge shall be connected to the roof and door section and form a water tight union that can slide forward, and aft, to accommodate light contact should the door be struck on the leading or trailing edge - while in the open position. Stainless steel rivets shall be used to connect the hinge to the door and self tapping screws shall be used to connect the female portion of the hinge to the



connected to
interlocking
shall run full
weight of the



roof. A sealant shall be applied between the roof and hinge to create a water barrier. Each self tapping screw shall have a factory installed rubber washer to further protect from water entering the main body.

REAR DOOR HINGE

The rear door hinge shall be of a piano style design and shall be stainless steel. The hinge pin diameter shall be no less than .166". To ensure a water tight connection between the door and the body, the hinge shall be covered with a rubber membrane that is flexible and durable. Additionally, any fasteners used to connect the door to the roof shall be encased in silicone that is applied under power.

BODY MOUNTING

The body mounting system shall consist of an UHMWPE contact strip and aluminum extrusion. The aluminum extrusion will be welded to the CAV frame while the UHMWPE contact strip shall be in contact with the chassis frame and retained by the extrusion. This mounting method prevents electrolysis and enables body and chassis flexing. A coil spring and bolt system shall be used to secure the body to the chassis.

COMPARTMENT FLOOR CONSTRUCTION

The compartment floors shall be .125" #5052-H32 aluminum with a "lip free" and sweep out construction, which shall permit easy cleaning of the compartment. A DA finish shall be applied.

DOOR HANDLES

Eberhard stainless steel door handles shall be used on all (3) three compartment doors. Side doors shall be fastened using a slam latch method, while the back door shall utilize a rotary latch and cable system. All door latch points must be adjustable without the need to fully remove the latch. No plastic shall be used in any door handle, latch or striker.

FASTENERS

Fasteners are to be stainless steel unless used in roof surfaces or for interior component mounting.



FUEL FILL ACCESS -- LEFT SIDE

A Cast Products model #FG2103 fuel fill cover shall be installed on left side of the wheel well area. The cover shall be custom made of polished aluminum and shall be vertically hinged on the forward side.

ELECTRICAL ENCLOSURES

Two (2) electrical wiring enclosures for the 12 volt wiring shall be installed in a rear body compartment with removable panel. Easy access to electrical connections is required.

12 VOLT POWER SOURCE - DUAL OUTLET

One (1) dual 12 volt plug-in utility power connection rated at 20 amps shall be provided at rear of CAV body mounted in the vertical tail panel. Model Waytek 78035.

ELECTRICAL WIRING AND HARNESS

The body shall be pre-wired with various electrical harnesses and conduits. The 12 volt electrical wiring shall be function coded and enclosed in split loom conduits, suitably secured and protected against heat and physical damage. All wiring shall be sized according to circuit load. All connections are to be of a crimp type with heat shrink insulator where required.

The electrical system shall be divided into separate harnesses. The individual harness shall be connected to the electrical box with Deutsch quick connectors. The apparatus lighting shall be protected by automatic circuit breakers and/or relays. The electrical power to all apparatus lighting and accessories shall be supplied by an ignition activated solenoid.

IDENTIFICATION LIGHTS

All LED identification lights shall be installed on the vehicle as required by applicable DOT highway regulations.

Red - B & D Sides, lower rear end of body



OPEN DOOR MARKER LIGHT

A ¾" LED marker light shall be installed in the perimeter of the CAV driver and passenger side door frame corners. The light shall automatically turn on when the door is opened to alert operators of the door location. A total of 2 lights shall be installed in each door. The locations shall be:

- 13. 1 amber in the leading outermost door frame
- 14. Red in the outermost rear of the door frame

OPEN DOOR CONSPICUITY TAPE

Each side doors' outer frame corner shall be wrapped with red and silver conspicuity tape. The tape shall extend approximately 12" from the outermost corner.

DOT COMPLIANT REFLECTORS

Reflectors shall be applied to the body to ensure compliance to all State and Federal regulations.

LICENSE PLATE BRACKET

A license plate bracket with LED light shall be provided at the rear of the apparatus, unless otherwise specified by the department.

INTERIOR COMPARTMENT FINISH

The interior bulkhead wall, floor and ceiling surfaces of the body compartments shall be unpainted aluminum. The deck shall be an aluminum DA finish while the bulkhead shall be mill finish. Care shall be taken in the manufacturing process to minimize blemishes. All joints and seams will be sealed with TremPro 644 RTV silicone tinted metallic silver.

WHEEL WELL LINERS

Wheel well liners designed to protect the body from impact resulting from road debris thrown by the tires shall be installed. The wheel well shall be provided with aluminum fender liners that shall be formed so as to eliminate pockets that might trap and collect road dirt.



DIVIDER WALL AND T-WALL

A floor to ceiling wall shall run down the center of the body from the bulkhead to 27" from the end of the body. The divider wall shall be constructed of .090" 5052-H32 aluminum. A floor to ceiling partition shall join the divider wall. This wall shall form a "T" and extend from the center of the body toward the driver and passenger side. The width of the "T" wall shall be approximately 40".

PASSENGER SIDE SHELF, 44"W x 20"D (1) SHELF

An adjustable shelf shall be installed on the passenger side of the CAV body. The shelf unit shall move vertically from deck to ceiling with approximately 36" of travel. Additional shelves may be added to the assembly as Unistrut rails will be installed on both wall sides of the enclosure. A second shelf shall be added creating a two shelf structure.

CAV DRIVER SIDE INTERIOR

DRIVER SIDE SHELF, 44"W x 20"D (1) SHELF

An adjustable shelf shall be installed on the driver side of the CAV body. The shelf unit shall move vertically from deck to ceiling with approximately 36" of travel. Additional shelves may be added to the assembly as Unistrut rails will be installed on both wall sides of the enclosure.



CAV REAR INTERIOR

COMMAND DRY ERASE BOARD

A double sided dry erase board shall be provided and installed on the rear compartment T- wall of a CAV interior. The command board shall be able to extend out the driver and passenger side and shall be held in position by locking drawer slides.

COMMAND CABINET - 47"W x 27"H x 34"D.

A custom made Command Cabinet shall be constructed of .125" 5052-H32 laser cut and TIG welded aluminum. The compartments are defined in the explanation below. The cabinet shall be powder coated flat black. and mechanically fastened to the CAV body.

The cabinet shall contain:

1. Across Bottom:
 - (1) Command Drawer with tilting command board. A hydraulic strut shall support the command board when in the raised position.
2. Top Left:
 - (1) Radio Storage Compartment
3. Middle Left:
 - (2) Open Storage Drawers
4. Upper Center:
 - (1) Open Gear Storage Compartment with Door
5. Top Right:
 - (1) Open Cubby
6. Bottom Right:
 - (1) File Drawer

The exact details and dimensions of the unit shall be confirmed during a preconstruction meeting.

All drawer slides shall be AccuRide ball bearing, 100% extension and locking
Wheel Well Inner Liners, CAV Body, Alum



WHEEL WELL LINER

A wheel well liner may be added to further protect the underside of the CAV and keep the wheel well area clean and protected. Aluminum mounting flanges shall be welded to the CAV skirt to enable an ABS liner to be installed. The liner shall be recessed to allow full suspension travel and not restrict wheel rotation.

REAR WHEEL FENDERETTES

Black radius rubber fenderettes shall be installed at each rear wheel opening. The fenderettes shall be positioned outside of the wheel well panel to cover the tire area that extends past the body. The fenderettes shall be secured with threaded fasteners.



LOW VOLTAGE ELECTRICAL SPECIFICATIONS

12 VOLT ELECTRICAL SPECIFICATIONS - FULL INSTALLATION

The following describes the low voltage electrical system on the apparatus including all panels, electrical components, switches, wiring harnesses and other electrical components. The apparatus manufacturer shall conform to the latest Federal DOT standards, current automotive electrical system standards and the applicable requirements of the NFPA.

Wiring shall be stranded copper or copper alloy conductors of a gauge rated to carry 125 percent of the maximum current for which the circuit is protected. Voltage drops shall not exceed 10 percent in all wiring from the power source to the using device. The wiring and wiring harness and insulation shall be in conformance to applicable SAE and NFPA standards. The wiring harness shall conform to SAE J-1128 with GXL temperature properties. Exposed wiring shall be run in a loom with a minimum 289 degree Fahrenheit rating. Wiring looms shall be properly supported and attached to body members. Electrical conductors shall be constructed in accordance with applicable SAE standards, except when good engineering practice requires special construction.

All wiring connections and terminations shall provide positive mechanical and electrical connections and be installed in accordance with the device manufacturer's instructions. When wiring passes through metal panels, electrical connections shall be via mechanical fasteners and rubber grommets

Wiring between cab and body shall be split using Deutsche type connectors or enclosed in a terminal junction panel allowing body removal with minimal impact on the apparatus electrical system. Connections shall be crimp-type with heat shrink tubing with insulated shanks to resist moisture and foreign debris such as grease and road grime. Weather resistant connectors shall be provided throughout the system.

Electrical junction or terminal boxes shall be weather resistant and located away from water spray conditions. When required, automatic reset breakers and relays shall be housed in the main body junction panel.

There shall be no exposed electrical cabling, harnesses, or terminal connections located in compartments, unless enclosed in an electrical junction box or covered with a removable electrical panel. Wiring shall be secured in place and protected against heat, liquid contaminants and damage and shall be uniquely identified by color coding or permanent marking and identified on a reference chart or electrical wiring schematic per requirements of applicable NFPA standards.

Low voltage overcurrent protective devices shall be provided for the electrical circuits. The devices shall be accessible and located in required terminal connection locations or weather resistant enclosures.



Overcurrent protection devices shall be automatic reset type suitable for electrical equipment and meet SAE standards. All electrical equipment, switches, relays, terminals, and connectors shall have a direct current rating of 125 percent of maximum current for which the circuit is protected. Electro-magnetic interference suppression shall be provided in the system as required in applicable SAE standards.

- The electrical system shall include the following:
- Electrical terminals in weather exposed areas shall have a non-conductive grease or spray applied. All terminal plugs located outside of the cab or body shall be treated with a corrosion preventative compound.
- All electrical wiring shall be placed in a protective loom or be harnessed.
- Exposed connections shall be protected by heat shrink material and sealed connectors.
- Large fender washers shall be used when fastening equipment to the underside of the cab roof and all holes made in the roof shall be caulked with silicone.
- Electrical components installed in exposed areas shall be mounted in a manner that will not allow moisture to accumulate inside.
- A coil of wire must be provided behind an electrical appliance to allow them to be pulled away from mounting area for inspection and service work.
- All lights in a weather exposed area that have their sockets shall have corrosion preventative compound added to the socket terminal area.
- Warning lights shall be switched in the chassis cab with labeled rocker type switches located in an accessible location. Individual rocker switches shall be provided only for warning lights provided exceeding the minimum level of warning lights in either the stationary or moving modes. All electrical equipment switches shall be appropriately identified as to their function and mounted on a switch panel mounted in the cab convenient to the operator. For easy nighttime operation, an integral indicator light shall be provided to indicate when a circuit is energized.

A single warning light switch shall activate all required warning lights. This switch will allow the vehicle to respond to an emergency "calling for the right of way". When the parking brake is activated, a "blocking the right of way" system shall be automatically activated per NFPA requirements. "Clear" warning lights shall be automatically shed on actuation of parking brake.

Upon completion of the vehicle and prior to delivery, the apparatus shall be electrically tested and the electrical testing, certifications, and test results shall be submitted with delivery documentation per requirements of NFPA.

Electric Door Locks



ELECTRIC DOOR LOCKS

Remote actuated door locks. Activates all large body-doors with key fob. Includes installation.

USB PORT

Two Kussmaul model 091-219-4, 4.2 Amp USB ports shall be installed in the center console. A protective cover shall seal the input ports.

KNOX BOX INSTALLATION

A department supplied knox box shall be installed and powered in the console.

BATTERY CHARGER

Kussmaul Electronics Auto Charge 1000 Model 091-215-12. To allow for the battery to be charged when the vehicle is parked within the fire station and plugged into 120-volt AC power a battery charger shall be provided. Provided battery charger shall be powered by 120 volts provided by a shore line connection and draw no less than 4 Amps at 120 VAC. The output at 12 VDC shall be no less than 15 Amps and have a three [3] step charging mode and battery selection switches which shall allow programming for Lead-Acid, Gel Cell, AGM or Odyssey.

The battery charger shall have a remote status indicator connection point to allow for battery condition and charging status indicator to be connected. The provided battery charger shall have a battery direct power and ground which shall be no less than 10 Ga and labeled no less than every six [6] inches. A means of disconnect to isolate the battery charger shall be provided as well as a rated automotive fuse in accordance with NFPA and SAE specifications. Battery Chargers shall have no less than a three [3] year warranty.

Kussmaul Electronics Auto Charge Status Center, Model 091-189-12-3.5D. A battery charge status indicator which plugs directly into the battery charger shall be provided. Provided indicator shall have no more than a thirty [30] milliamp parasitic draw on the battery and display battery charge status and battery voltage, and shall have no less than a three [3] year warranty.

120 VOLT SHORE POWER RECEPTACLE

A Kussmaul model 091-55-20-120 20 amp "auto-eject" shore power receptacle shall be provided with hinged weatherproof cover and an enclosure for protection from road dirt and damage. The shore power plug shall be "ejected" when the chassis's engine starter is engaged and the receptacle shall be wired to



any 120 volt A/C equipment requiring shore power. Location shall be: _Front of rear wheel left side.____
Color shall be _Red

TAIL, TURN, BACKUP ASSEMBLY LIGHTS

Two (2) Whelen #M6 Series tail-stop-turn-backup light assemblies shall be provided. and installed. The lights shall be mounted in chrome four (4) bezel housing and installed at rear of the body. The following lights shall be provided:

- a) (2) Red tail and stop lights
- b) (2) Amber turn signals
- c) (2) Back-up lights
- d) (2) Red warning lights

CEILING LIGHTS TecNiq E - CAV BODY

Six (6) TecNiq Model E32-L000-1, 14" x 3.5" diameter LED lights shall be mounted to the body ceiling with auto-on function. The lights shall be mounted (2) on each side - Driver, Passenger, Rear.

CEILING LIGHTS TecNiq - CAV BODY

Six (6) TecNiq Model E18, 4.55" x 2.75" diameter LED lights shall be mounted to the main body side doors ceiling with auto-on function. The lights shall be mounted (2) on each side - Driver, Passenger, Rear.

INSTALLATION OF PORTABLE HAND HELD FLASHLIGHT

One (1) customer supplied hand held flashlight with charging base shall be installed on the center consoled. The exact location to be specified by the customer.

GROUND LIGHT

A TecNiq E10, 12 volt ground light shall be installed with mounting bracket wired to switch control in cab. There shall be two (2) lights at the rear of the body.

COMPARTMENT LIGHT SWITCHES

The exterior compartment lights shall be automatically controlled by a door activated "On-Off" switch.



OPEN DOOR WARNING

"DOOR OPEN" OR EQUIPMENT OPERATION WARNING LIGHT

A "door open" or equipment operation warning light shall be installed on cab dash. The light shall be a red flashing LED light with a red lens. The warning shall active when the transmission is switched to "driver" and an exterior door has been left in the open position.

INSTALLATION - RADIO ANTENNA

One (1) radio antenna shall be supplied by the purchaser and installed on the apparatus at a location to be determined by the Purchaser.

RADIO CHARGER

One (1) 12 volt radio charger shall be supplied by the purchaser and installed on the apparatus. Location shall be:

RADIO SPEAKER

One (1) fire radio speaker supplied by the purchaser and installed. Location shall be:

RADIO INSTALLATION

One (1) fire radio shall be supplied by the purchaser and shall be installed.

RADIO REMOTE HEAD

One (1) fire radio remote head shall be supplied by the purchaser and installed. Price includes radio cable not to exceed 25 feet.

INSTALL CUSTOMER SUPPLIED MSA HUB

A customer supplied MSA HUBB (SCBA TELEMETRY) will be installed in the vehicle. Any specific programming will remain the responsibility of the customer.

12 VOLT POWER SOURCE

One (1) 12 volt plug-in utility power connection rated at 3.1 amps shall be provided in cab.
Back Up Alarm, Chassis Supplied



BACK-UP ALARM

One (1) automatic electric back-up alarm shall be chassis supplied and be wired to the back-up light circuit, and mounted under the rear of the apparatus body.

REINSTALL OEM BACK UP CAMERA

The Original OEM back up camera shall be re-mounted in the body of the Stonewell apparatus. Stonewell shall manufacture a bracket to hold the camera and locate the assembly in a location most suited to providing an unobstructed view. All OEM cables shall be reused.

ALL EMERGENCY, SCENE LIGHTING AND AUDIBLE WARNING DEVICES SHALL BE PROVIDED BY CITY OF LEXINGTON FIRE DEPT., AND WILL BE INSTALLED BY STONEWELL BODIES.

ELECTRONIC SIREN

Whelen Model CEN-COM CORE, self contained electronic siren shall be provided. The 100/200 watt, eith (8) function siren shall have hands-free operation with public address and radio re-broadcast features. The siren shall have the following tones: wail, yelp, mechanical, hi-low, yelp-249, whoop/warble (Powercall type tone), and air horn. The siren shall be able to operate in dual or mono modes. The OBDII port plug shall be included.

The TA module shall be capable of controlling a traffic advisors.

The unit shall have solid-state over/under voltage shutdown and output short circuit protection. The dip switches located on the amplifier shall allow the user to change siren tone configurations. A list of the tone configurations shall be provided in the installation guide. The dual remote amplifier shall operate two (2) 100 watt speakers.

The siren shall have a face plate with green LED backlighting for easy control selection and visibility. The siren shall have a removable unidirectional microphone with a 'push to talk' function that shall override all siren functions.

SIREN SPEAKERS

Two (2) Whelen Model #SA315P siren speakers shall be provided. The 100 watt siren speakers shall be with nylon composite housing with 122.5 decibel rating.



MECHANICAL SIREN

One (1) Whelen HOWLER low frequency siren shall be provided and installed. The Howler shall use the output of a standard emergency vehicle siren and shall synthesize a low frequency vibrating signal. The Howler shall amplify this signal to drive Whelen low frequency speakers.

The Howler shall incorporate the latest solid-state designs for superior reliability and sound quality. The system shall be comprised of an amplifier, two speakers, a timer, and mounting hardware.

The siren shall be controlled with a two (2) position momentary switch, located on the cab dash, to allow the operator to turn the Howler on or off while the main siren is activated.

ZONE A -- UPPER LIGHTBAR

One (1) Whelen Model # JV2RRRR Super-LED NFPA lightbar shall be provided. The 56" lightbar shall be designed to meet the minimum clearing requirements for Zone A Upper. The internal components of the lightbar shall be housed within a rugged extruded aluminum I-beam. The outer shell shall be clear optic polycarbonate lenses designed to maximize light output and shield against environmental elements.

The lightbar shall have all solid state components. The lightbar shall utilize snap-in brackets to hold in the lighthead. The brackets shall give the end user the ability to make quick repairs. The lightbar shall have two wire harnesses exiting the lightbar: one (1) 17 conductor 22 gauge control cable which controls all internal light functions; and one (1) 2 conductor 10 gauge cable for main power and ground. Each cable shall be 15' long.

The lightbar shall have two (2) red Linear Super-LED corner modules to provide off angle protection for the front of the vehicle. Each corner module shall consist of twelve (12) Super-LEDs mounted within a single dual (over/under) vacuum metalized parabolic reflector for maximum light output. The twelve (12) LEDs shall be mounted in two straight lines of 6 LEDs each (over/under) for maximum light output.

There shall be six (6) 400 Series Linear Super-LEDs: two (2) red and two (2) white front facing, and two (2) red located in the alley positions. Each 400 Series module shall consist of a minimum of twelve (12) Super-LEDs mounted within a single dual (over/under) reflector. The reflector shall utilize a vacuum metalized parabolic reflector and two optic collimators for superior light output.

The solid state I/O board shall be microprocessor controlled. The I/O board shall have built-in reverse-polarity protection and output-short protection. The board shall have the ability to flash sixteen (16) LED warning lights. There shall be a data bank of 13 Scan-Lock flash patterns including steady burn. The board shall also have outputs to add takedown and alley lights. Low power and cruise light function shall



also be included. The cruise light function shall allow the user to use the four (4) corner modules as marker courtesy lights.

ALL WARNING LIGHT LENSES TO BE CLEAR

ZONE A -- LOWER FRONT WARNING LIGHTS

Two [2] Red / White Whelen ION™ Duo Series Super-LED® Universal Light Surface Mount. lights shall be Red White, shall have no less than three [3] square inches of lens area, and have no less than a 5 year warranty. The light heads used shall meet or exceed the specifications set forth in KKK 1822-F, CAC Title 13 Article 22, SAE J595 and SAE J845. Housing shall be a die cast aluminum and chrome plated for corrosion protection. The grill lights shall have a means of disconnect such that the front grill assembly may be removed with the lights still mounted without having to cut to controlling wires.

ZONE B AND D -- INTERSECTION LIGHTS

Two [2] Red / Blue Whelen Ion Series Super-LED® Universal Light. Front fender side warning lights shall be mounted on the front vehicle fender with a chrome flange. Lights shall be mounted in a location that provides the greatest visible warning in on the horizontal plane. The provided warning light shall incorporate Linear Super-LED® and Smart LED® technology. The lighthouse configuration shall consist of 12 clear Super-LEDs and a clear optic polycarbonate lens. The warning light, with the aid of two screws, shall have the ability to be installed as a surface mount warning light. The lighthouse shall utilize optic collimators and a metalized reflector for maximum illumination.

The warning light shall include an internal flasher with 125 Scan-Lock™ flash patterns including a variety of CA Title 13 compliant patterns, left/right, top/bottom, in/out, and steady burn. Provided warning light shall also provide synchronize and low power features. The lighthouse shall meet KKK 1822F, NFPA 1901, and SAE specifications. The lens/reflector assembly shall be sealed and resistant to water, moisture, dust, and other environmental conditions.

The hard coated lens shall provide extended life/luster protection against UV and chemical stresses. The light engine shall be installed at the rear of the unit and be vacuum tested to ensure proper sealing. The PC board shall be conformal coated for additional protection. The light shall be red in color with a clear lense and individually controlled via the installed lighting control system.

Warning Lights, Whelen Tracer Series, 6 segments, On Running Boards - LED



ZONE B AND D -- LOWER MID BODY WARNING LIGHTS

Two (2) Whelen ION Red Warning Lights. Side body warning lights shall be mounted centered above the rear wheel well with a chrome flange. The provided warning light shall incorporate Linear Super-LED® and Smart LED® technology. The lighthouse configuration shall consist of 18 clear Super-LEDs and a clear optic polycarbonate lens. The warning light, with the aid of two screws, shall have the ability to be installed as a surface mount warning light. The lighthouse shall utilize optic collimators and a metalized reflector for maximum illumination.

ZONE B AND D -- UPPER FRONT BODY SIDE WARNING LIGHTS

Two (2) Whelen M6 Series Model #M6R 4-5/16" x 6-3/4" warning lights and a M6FC chrome flange shall be installed in the front upper body side panel. The warning lights shall incorporate Linear Super-LED and Smart LED technology. The lighthouse configuration shall consist of 18 red Super-LEDs and a red optic polycarbonate lens. The lighthouses shall be surface mountable via two screws. The lighthouses shall utilize an optic collimator and a chrome vacuum metalized reflector for maximum illumination. The lighthouses shall include 164 flash patterns including: a variety of CA Title 13 compliant, syncable, left/right, top/bottom, in/out, and steady burn.

ZONE B AND D -- UPPER SIDE REAR WARNING LIGHTS

Two (2) Whelen M6 Series Model #M6R 4-5/16" x 6-3/4" warning lights and a M6FC chrome flange shall be upper rear body side panel. The warning lights shall incorporate Linear Super-LED and Smart LED technology. The lighthouses configuration shall consist of 18 red Super-LEDs and a red optic polycarbonate lens. The lighthouses shall be surface mountable via two screws. The lighthouses shall utilize an optic collimator and a chrome vacuum metalized reflector for maximum illumination. The lighthouses shall include 164 flash patterns including: a variety of CA Title 13 compliant, syncable, left/right, top/bottom, in/out, and steady burn.

ZONE C -- UPPER REAR WARNING LIGHTS

Two (2) Whelen M6 Series Model #M4R 4-5/16" x 6-3/4" warning lights and a M6FC chrome flange shall be upper body rear body panel. The warning lights shall incorporate Linear Super-LED and Smart LED technology. The lighthouses configuration shall consist of 18 red Super-LEDs and a red optic polycarbonate lens. The lighthouses shall be surface mountable via two screws. The lighthouses shall utilize an optic collimator and a chrome vacuum metalized reflector for maximum illumination. The lighthouses shall include 164 flash patterns including: a variety of CA Title 13 compliant, syncable, left/right, top/bottom, in/out, and steady burn.

TRAFFIC ADVISOR



A Whelen Model #TAL85, traffic advisor shall be installed rear of body. The 47" traffic advisor shall have eight (8) 2" x 5" amber LED lightheads with amber optic polycarbonate lenses for maximum light spread. The lightheads shall be fully encapsulated to protect against moisture and vibration. The lights shall be mounted within an extruded aluminum housing with a black powder coat finish. The traffic advisor shall include a remote control head, Model #TACTLD1, which shall operate the unit. The control head shall have a LED direction indicator and shall be back lit for greater visibility. There shall be high and low power functions available with the use of a three-position rocker switch. The traffic advisor functions shall include: right, left, split, and flash activated through the use of a rotary knob. Easily accessible dip switches at the rear of the control head shall give the operator the choice of eight (8) flash patterns.

120 VOLT STRAIGHT BLADE RECEPTACLES

Two (2) 120-volt 20 amp straight blade receptacles with spring loaded weatherproof cover shall be provided with wiring to the circuit breaker panel. The receptacles shall be located:

BODY PAINTING SPECIFICATIONS - ROOF EXCLUDED

In preparation for painting, the body will be DA sanded and care will be taken to remove any reasonable surface blemishes, scratches, divots or marks that may appear post painting. Additionally, any surface marks that are not satisfactorily removed through DA sanding will be filled with automotive body filler to enhance surface preparation and post painting appearance.

The driver and passenger sides of the body shall be painted, as follows:

Manufacturer: PPG

Materials:

- a) F3963 Pigmented wash primer
- b) F3970 Urethane Primer
- c) Delfleet Evolution FBCH Polyurethane Basecoat
- d) Delfleet Evolution Urethane Clear
- e) Delfleet Evolution FBC is a Polyurethane 3.5 VOC Basecoat designed to produce ultimate durability with the wet look appearance. The clear coat is a premium-quality urethane. The clear coat offers gloss and durability features.
- f) The body shall be wet sanded, buffed and polished.
- g) One color: Match chassis.



INSTALL FIRE DEPARTMENT SUPPLIED FIRE EXTINGUISHER BRACKET.

A fire department supplied fire extinguisher bracket shall be installed. The location shall be

SCBA MOUNTING BRACKET

One (1) Ziamatic Model 'Load & Lock' Walkaway air pack bracket shall be installed in a crew seat. It shall a collision restraint strap. Full high cycle clips shall be utilized to protect the air bottles from scratches.

SHIPPING AND SUPPLIES

CAV BODY - OUTGOING FREIGHT

A Command Access Vehicle body will be shipped to the address designated by the Fire Department. Freight terms are FOB Stonewell Bodies, Genoa New York.

MOUNTING HARDWARE, NUTS AND BOLTS

All mounting hardware shall be supplied by Stonewell.



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0944-25

File ID: 0944-25

Type: Agenda Item

Status: Agenda Ready

Version: 1

Contract #:

In Control: Fire and
Emergency
Services

File Created: 09/29/2025

File Name: ARV sales agreement_092025

Final Action:

Title: Authorization to enter into a purchase agreement with American Response Vehicles for (1) AEV XX-Series Aluminum Medium Duty Custom Ambulance at the cost of \$447,796.45. This is a Houston-Galveston Area Cooperative contract. Funds are budgeted. (L0944-25)(Wells/Armstrong)

Notes:

Sponsors:

Enactment Date:

Attachments: ARV Blue sheet Memo_092025, ARV Sales
Agreement_092025

Enactment Number:

Deed #:

Hearing Date:

Drafter: Tmmy James

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 0944-25

Title

Authorization to enter into a purchase agreement with American Response Vehicles for (1) AEV XX-Series Aluminum Medium Duty Custom Ambulance at the cost of \$447,796.45. This is a Houston-Galveston Area Cooperative contract. Funds are budgeted. (L0944-25)(Wells/Armstrong)

Summary

Authorization to enter into a purchase agreement with American Response Vehicles for (1) AEV XX-Series Aluminum Medium Duty Custom Ambulance at the cost of \$447,796.45. This is a Houston-Galveston Area Cooperative contract. Funds are budgeted. (L0944-25)(Wells/Armstrong)

Budgetary Implications: yes

Advance Document Review:

Law: Yes, Michael Sanner

Risk Management: No

Fully Budgeted: yes

Account Number: 1105 505707 5713 96957

This Fiscal Year Impact: \$447,796.45

Annual Impact: \$

Project: PSFI_HEAVYTRUCK

Activity: Vehicles

Budget Reference: 2026

Current Balance: \$4,800,000



TO: Mayor Linda Gorton
FROM: Jason G. Wells, Fire Chief
DATE: September 29, 2025
SUBJECT: Purchase Agreement with American Response Vehicle

The Division of Fire and Emergency Services request authorization to enter into a purchase agreement with American Response Vehicles (1) AEV XX-Series Aluminum Medium Duty Custom Ambulance at the cost of \$447,796.45. This is a Houston-Galveston Area Cooperative contract.

Why are you requesting? The unit being replaced meets the criteria of the division's nationally utilized fleet replacement plan.

Department needs this action completed because: The cost of maintenance and out-of-service time of continual frontline usage exceeds a reasonable investment.

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

The cost for this FY is: \$447,796.45

The cost for future FY is N/A

Are the funds budgeted? Yes

File Number: 0944-25

If a contract, please indicate the cancelation clause: Failure or refusal to accept delivery: should the Purchaser fail or refuse to accept delivery, unless the vehicle fails to meet requirements found in the shop order or confirmation document, the Purchaser acknowledges they are liable to American Response Vehicles, Inc. for expenses incurred and reasonable profit on the ordered vehicle. All costs and expenses incurred by American Response Vehicles, Inc. for work accepted by the Purchaser before American Response Vehicles, Inc. receipt of the notice of termination, plus a reasonable profit for said work.

Director/Commissioner: Wells/Armstrong



521 Hillsdale, Columbia, MO. 65201
(573) 443-8881 • (888) 448-8881 • Fax: (573) 815-0051

CONTACT	BUSINESS PHONE
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ADDITIONAL TERMS AND CONDITIONS

1. All vehicles will be freighted FOB Columbia, MO or factory, and delivered C.O.D. Payment can either be made by cashier's check or wire transfer only. Government entities (backed by Government funds) can make payment by Government check. Delivery stated on the front of Sales Agreement is based on the number of Calendar days after receipt of American Response Vehicles, Inc. signed shop order confirmation. Please note items beyond the control of American Response Vehicles, Inc. and/or change orders may affect delivery.
2. Any warranty claims will be handled exclusive of total payment of vehicle. Please see warranty section of your Owner's manual for all information pertaining to warranty.
3. If the used motor vehicle which has been traded in as part of the consideration for the motor vehicle ordered hereunder is not to be delivered to American Response Vehicles, Inc., until delivery to Purchaser of such motor vehicle, the used motor vehicle shall be reappraised at that time and such reappraise value shall determine the allowance made for such used motor vehicle. If such reappraised value is lower than the original allowance shown on the front of this Order, Purchaser may, if dissatisfied therewith cancel this Order, provided, however, that such right to cancel is exercised prior to the delivery of the motor vehicle ordered hereunder to the Purchaser and surrender of the used motor vehicle to American Response Vehicles, Inc. Any trade-in vehicle shall have no deferred maintenance.
4. Purchaser agrees to deliver to American Response Vehicles, Inc. satisfactory evidence of title to any used motor vehicle traded in as a part of the consideration for the motor vehicle ordered hereunder at the time of delivery of such used motor vehicle to American Response Vehicles, Inc. Purchaser warrants any such used motor vehicle to be his property free and clear of all liens and encumbrances except as otherwise noted herein.
5. Manufacturer has reserved the right to change the design of any new motor vehicle, as is, accessories or parts thereof at any time without notice and without obligation to make the same or any similar change upon any motor vehicle, chassis, accessories or parts thereof previously purchased by or shipped to American Response Vehicles, Inc. or being manufactured or sold in accordance with American Response Vehicles, Inc. orders. Correspondingly, in the event of any such change by the Manufacturer, American Response Vehicles, Inc. shall have no obligation to Purchaser to make the same or any similar change in any motor vehicle, chassis, accessories or parts thereof covered by this Order either before or subsequent to delivery thereof to Purchaser.
6. American Response Vehicles, Inc. shall not be liable for failure to deliver or delay in delivering the motor vehicle covered by this Order where such failure or delay is due, in whole or part, to any cause beyond the control or without the fault or negligence of American Response Vehicles, Inc.
7. The price for the motor vehicle specified on the face of this Order includes reimbursement for any Fleet Incentive Discounts, and Federal Excise taxes, if applicable, but does not include sales taxes, use taxes or occupational taxes based on sale volume, (Federal, State or Local) unless expressly so states. Purchaser assumes and agrees to pay, unless prohibited by law, any such sales, use or occupational taxes imposed on or applicable to the transaction covered by this Order, regardless of which party may have primary tax liability therefor.
8. **USED VEHICLE WHETHER OR NOT SUBJECT TO MANUFACTURER'S WARRANTY:** UNLESS A SEPARATE WRITTEN INSTRUMENT SHOWING THE TERMS OF ANY AMERICAN RESPONSE VEHICLES, INC. WARRANTY OR SERVICE CONTRACT IS FURNISHED BY AMERICAN RESPONSE VEHICLES, INC. TO BUYER, THIS VEHICLE IS SOLD "AS IS - NOT EXPRESSLY WARRANTED OR GUARANTEED", **AND** THE SELLER HEREBY DISCLAIMS TO THE EXTENT PERMITTED BY LAW, ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
9. PURCHASER SHALL NOT BE ENTITLED TO RECOVER FROM AMERICAN RESPONSE VEHICLES, INC. ANY CONSEQUENTIAL DAMAGES, DAMAGE TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.
10. The Purchaser, before or at the time of delivery of the motor vehicle covered by this Order will execute such forms of agreement or documents as may be required by the terms and conditions of payment indicated on the front of this Order.
11. Failure or refusal to accept delivery: should the Purchaser fail or refuse to accept delivery, unless the vehicle fails to meet requirements found in the shop order confirmation document, the Purchaser acknowledges they are liable to American Response Vehicles, Inc. for expenses incurred and reasonable profit on the ordered vehicle.
12. All costs and expenses incurred by American Response Vehicles, Inc. for work accepted by the Purchaser prior to American Response Vehicles, Inc. receipt of the notice of termination, plus a reasonable profit for said work.



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0950-25

File ID: 0950-25

Type: Agenda Item

Status: Agenda Ready

Version: 1

Contract #:

In Control: Fire and
Emergency
Services

File Created: 09/30/2025

File Name: Zoll sole source 2025

Final Action:

Title: Authorization to purchase cardiac monitors from ZOLL, a sole source provider, to replace the monitors that are needed this cycle. To maintain the replacement cycle, the division annually budgets to replace three to four monitors along with ancillary equipment. At a cost of \$185,376.75. Funds are budgeted. (L0950-25)(Wells/Armstrong)

Notes:

Sponsors:

Enactment Date:

Attachments: Zoll sole source Blue sheet Memo_092025, ZOLL
Sole Source Justification 2025, Zoll quote_092025

Enactment Number:

Deed #:

Hearing Date:

Drafter: Tammy James

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File 0950-25

Title

Authorization to purchase cardiac monitors from ZOLL, a sole source provider, to replace the monitors that are needed this cycle. To maintain the replacement cycle, the division annually budgets to replace three to four monitors along with ancillary equipment. At a cost of \$185,376.75. Funds are budgeted. (L0950-25)(Wells/Armstrong)

Summary

Authorization to purchase cardiac monitors from ZOLL, a sole source provider, to replace the monitors that are needed this cycle. To maintain the replacement cycle, the division annually budgets to replace three to four monitors along with ancillary equipment. At a cost of \$185,376.75. Funds are budgeted. (L0950-25) (Wells/Armstrong)

Budgetary Implications: Yes

Advance Document Review:

Law: N/A

Risk Management: N/A

Fully Budgeted: Yes

Account Number: 2616 505702 5712 96709

This Fiscal Year Impact: \$185,376.75

Annual Impact: \$

Project: PSFI_EQUIP_FY26

Activity: EQUIP_EMS

Budget Reference: 2026

Current Balance:



TO: Mayor Linda Gorton
Urban County Council

FROM: Jason G. Wells, Fire Chief

DATE: September 23, 2025

SUBJECT: Establish ZOLL as a sole source provider

Request: The Division of Fire and Emergency Services requests council authorization to establish ZOLL as a sole source provider for the cardiac monitors the division purchases and to purchase the monitors that are needing replaced this cycle. ZOLL has been the standard equipment provider for the Division of Fire for decades. Zoll is the manufacturer of cardiac monitors and the only supplier.

The department needs this action completed because the cardiac monitors have a recommended life cycle. To maintain the replacement cycle, the division budgets annually to replace three to four monitors along with ancillary equipment. Making ZOLL a sole source will increase the pricing discount they give the division.

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

The cost for this FY is \$185,376.75

Are the funds budgeted?

- YES -

Accounting String:

2616 96709 505702 5712 96709 2026 PSFI_EQUIP_FY26

File Number: 0950-25

Director/Commissioner: Wells/Armstrong





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 Eddie Crews Division/Dept Fire
Phone 231-5644 Email crewse@lexingtonky.gov

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

Cost: \$176,990.50

Sole Source Request for the Purchase of: Zoll Cardiac Monitor
purchase

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

Vendor Information

Business Name Zoll Medical Corporation
Contact Name Dione Amirkhan
Address 269 Mill Rd Chelmsford, MA 01824
Phone (502) 419-6030 Email damirkhan@zoll.com

STATEMENT OF NEED: (Add additional pages as needed)



JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

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

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

Zoll cardiac monitors are the only issued cardiac monitor used by the Lexington Fire Department. All personnel are trained in their use. This product has been used by the Lexington Fire Department for over 20 years.

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:

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LEXINGTON

JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

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

No other vendor offers the configuration of this cardiac monitor

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

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

Price is quoted with a discount

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

Price is quoted with credit for trade in units that are no longer FDA approved

**ZOLL Medical Corporation**

269 Mill Road
Chelmsford, MA 01824-4105
Federal ID# 04-2711626

Phone: (800) 348-9011
Fax: (978) 421-0015
Email: esales@zoll.com

Quote No: Q-117060 Version: 1

Lexington Fire Department
219 East Third Street
Lexington, KY 40508

ZOLL Customer No: 7394*EBS

Ed Crews
(859) 231-5644
crewse@lexingtonky.gov

Quote No: Q-117060
Version: 1

Issued Date: August 19, 2025
Expiration Date: September 30, 2025

Terms: NET 30 DAYS

FOB: Destination
Freight: Free Freight

Prepared by: Halie Evans
EMS Territory Manager
hevans@zoll.com
+1 4234941012

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
1		601-2231111-01	X Series Advanced Monitor/Defibrillator - 12-Lead ECG, Pacing, SpO2, SpCO, EtCO2, BVM, NIBP, CPR Expansion Pack Includes: TBI Dashboard, 4 trace tri-mode display monitor/ defibrillator/ printer, advisory algorithm, advanced communications package (Wi-Fi, Bluetooth, USB cellular modem capable) USB data transfer capable and large 6.5in (16.5cm) diagonal screen. Accessories Included: MFC cable and CPR connector, A/C power cord, One (1) roll printer paper, 6.6 Ah Li-ion battery, Operators Manual, Quick Reference Guide, and One (1)-year EMS warranty. Parameter Details: Real CPR Help - Dashboard display of CPR Depth and Rate for Adult and Pediatric patients, Visual and audio prompts to coach CPR depth (Adult patient only), Release bar to ensure adequate release off the chest, Metronome to coach rate for Adult and Pediatric patients. See-Thru ® CPR artifact filtering • Interpretative 12-Lead ECG (Full 12 ECG lead view with both dynamic and static 12-lead mode display. 12-Lead OneStep ECG cable - includes 4-Lead limb lead cable and removable precordial 6-Lead set) • ZOLL Noninvasive Pacing Technology • Real BVM Help: Dashboard provides real-time ventilation feedback on both volume and rate for intubated and non-intubated patients. AccuVent Cable included. (Accuvent disposable sensors sold separately) • Welch Allyn NIBP with Smartcuff. 10 foot Dual Lumen hose and SureBP Reusable Adult Medium Cuff • Masimo SpO2 & SpCO with Signal Extraction Technology (SET), Rainbow SET® • EtCO2 Oridion Microstream Technology. Microstream tubing set sold separately •	5	\$56,663.00	\$34,624.50	\$173,122.50
2		8300-000676	OneStep Cable, X Series	5	\$586.00	\$379.50	\$1,897.50

**ZOLL Medical Corporation**

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Phone: (800) 348-9011

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Email: esales@zoll.com

Lexington Fire Department
Quote No: Q-117060 Version: 1

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
3		8009-0020	CPR-D-padz and CPR Stat Padz Connector	5	\$508.00	\$328.50	\$1,642.50
4		8000-001128	Accuvent Flow Tube (Box of 10)	5	\$821.00	\$531.00	\$2,655.00
5		REUSE-13-2MQ	Welch Allyn REUSE-13-2MQ Cuff, Thigh, 2-Tube, Twist Lock connector	5	\$65.00	\$44.25	\$221.25
6		REUSE-12L-2MQ	Welch Allyn REUSE-12L-2MQ Cuff, Lg Adult Long, 2-Tube, Twist Lock connector	5	\$48.00	\$43.50	\$217.50
7		REUSE-09-2MQ	Welch Allyn REUSE-09-2MQ Cuff, Child, 2-Tube, Twist Lock connector	5	\$35.00	\$35.00	\$175.00
8		8000-000151	RD Rainbow SET MD20-04 EMS Patient Cable, 4ft	5	\$259.00	\$233.10	\$1,165.50
9		8000-000862	Masimo LNCS-II Rainbow DCI 8λ SpCO Adult Sensor, 3ft	5	\$900.00	\$810.00	\$4,050.00
10		8000-0580-01	Six Hour Rechargeable, SurePower II Smart Battery	15	\$1,031.00	\$429.00	\$6,435.00
11		8000-000876-01	Paper, Thermal, w/Grid, BPA Free (Box of 6)	2	\$33.00	\$20.25	\$40.50
12		8000-000393-01	X Series Carry Case, Premium	1	\$457.00	\$457.00	\$457.00
13		8000-002005-01	Cable Sleeve, Propaq / X Series, ZOLL Blue	5	\$65.00	\$43.50	\$217.50
14		8400-110045	CaseReview Premium Subscription, X Series, 5 Year- Hosted Provides detailed post-case information, including CPR quality on compression depth, rate, pause time and release velocity, as well as ECG, shocks, EtCO2 and SpO2 vital signs.	5	\$2,616.00	\$2,616.00	\$13,080.00
15		6008-9901-61	ZOLL X Series Trade In Allowance (EMS Group) See Trade Unit Considerations.	5		(\$4,000.00)	(\$20,000.00)

Subtotal: \$185,376.75

Total: \$185,376.75

Trade Unit Considerations

Trade-In values valid through September 30, 2025 if all equipment purchased is in good operational and cosmetic condition and includes all standard accessories. Trade-In values are dependent on the quantity and configuration of the ZOLL devices listed on this quotation. Customer assumes responsibility for shipping trade-in equipment at the quantities listed on the trade line items in this quotation to ZOLL's Chelmsford Headquarters within 60 days of receipt of new equipment. Customer agrees to pay cash value for trade-in equipment not shipped to ZOLL on a timely basis.



ZOLL Medical Corporation

269 Mill Road
Chelmsford, MA 01824-4105
Federal ID# 04-2711626

Phone: (800) 348-9011

Fax: (978) 421-0015

Email: esales@zoll.com

Lexington Fire Department
Quote No: Q-117060 Version: 1

Additional Language

KAPA Pricing Agreement No. CW2234732

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to this quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which for capital equipment, accessories and consumables can be found at <https://www.zoll.com/terms-and-conditions-of-sale>, for software products can be found at <https://www.zoll.com/software-legal>, and for ExpertCare Service Plans can be found at <https://www.zoll.com/ExpertCare-Service-Terms>. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions presented shall have no force or effect except to the extent agreed in writing by ZOLL.

1. Delivery will be made upon availability.
2. This Quote expires on September 30, 2025. Pricing is subject to change after this date.
3. Applicable tax, shipping & handling will be added at the time of invoicing.
4. All purchase orders are subject to credit approval before being accepted by ZOLL.
5. To place an order, please forward the purchase order with a copy of this quotation to esales@zoll.com or via fax to 978-421-0015.
6. All discounts from list price are contingent upon payment within the agreed upon terms.
7. Place your future accessory orders online by visiting the ZOLL web store.

**ZOLL Medical Corporation**

269 Mill Road
Chelmsford, MA 01824-4105
Federal ID# 04-2711626

Phone: (800) 348-9011

Fax: (978) 421-0015

Email: esales@zoll.com

Lexington Fire Department
Quote No: Q-117060 Version: 1

Order Information (to be completed by the customer)

☐ Tax Exempt Entity (Tax Exempt Certificate must be provided to ZOLL)

☐ Taxable Entity (Applicable tax will be applied at time of invoice)

BILL TO ADDRESS	SHIP TO ADDRESS
Name/Department:	Name/Department:
Address:	Address:
City / State / Zip Code:	City / State / Zip Code:

Is a Purchase Order (PO) required for the purchase and/or payment of the products listed on this quotation?

☐ Yes PO Number: _____ PO Amount: _____
(A copy of the Purchase Order must be included with this Quote when returned to ZOLL)

☐ No (Please complete the below section when submitting this order)

For organizations that do not require a PO, ZOLL requires written execution of this order. The person signing below represents and warrants that she or he has the authority to bind the party for which he or she is signing to the terms and prices in this quotation.

Lexington Fire Department

Authorized Signature:

Name: _____
Title: _____
Date: _____



Lexington Fire Department
Quote No: Q-117060 Version: 1

269 Mill Road
Chelmsford, Massachusetts 01824-4105
978-421-9655 (main)
978-421-0025 (fax)
www.zoll.com

ALS/BLS Software Solutions Master Software, SaaS and Services Agreement and Addenda Acknowledgement Form

The terms and conditions applicable to ZOLL Medical Corporation's Software Solutions products can be found at <https://www.zoll.com/en/about-zoll/legal>. By signing below, the Customer acknowledges and agrees to those terms and conditions. The person signing below represents and warrants that she or he has the authority to bind the Customer to those terms and conditions.

Customer

Signature:

Name: _____

Title: _____

Company: _____

Company Address: _____

Date: _____



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0952-25

File ID: 0952-25

Type: Agenda Item

Status: Agenda Ready

Version: 1

Contract #:

In Control: Mayor's Office

File Created: 10/01/2025

File Name: DLMD security bluesheet

Final Action:

Title: Authorization to approve a memorandum of agreement with the Downtown Lexington Management District to provide funding for up to two additional Office of the Fayette County Sheriff Deputies to patrol the downtown area for the period of September 3, 2025 through October 31, 2025. At a cost of \$50,000. Funds are budgeted. (L0952-25)(Atkins)

Notes:

Sponsors:

Enactment Date:

Attachments: DLMD Security Blue Sheet 2025, DLMD Security Signed Agreement September 2025

Enactment Number:

Deed #:

Hearing Date:

Drafter: Troy Black

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File 0952-25

Title

Authorization to approve a memorandum of agreement with the Downtown Lexington Management District to provide funding for up to two additional Office of the Fayette County Sheriff Deputies to patrol the downtown area for the period of September 3, 2025 through October 31, 2025. At a cost of \$50,000. Funds are budgeted. (L0952-25)(Atkins)

Summary

Authorization to approve a memorandum of agreement with the Downtown Lexington Management District to provide funding for up to two additional Office of the Fayette County Sheriff Deputies to patrol the downtown area for the period of September 3, 2025 through October 31, 2025. At a cost of \$50,000. Funds are budgeted. (L0952-25)(Atkins)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: { Yes, Completed by [Tiffany Holskey, 10/1/2025]}

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

Fully Budgeted [select]: Yes

Account Number: 1101-136101-0001-71253

This Fiscal Year Impact: \$50,000

Annual Impact: N/A

Project:

Activity:

Budget Reference:

Current Balance: \$50,000



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

**FROM: KEVIN ATKINS
CHIEF DEVELOPMENT OFFICER**

DATE: SEPTEMBER 30, 2025

**RE: APPROVE MEMORANDUM OF AGREEMENT WITH DOWNTOWN LEXINGTON
MANAGEMENT DISTRICT FOR THE OFFICE OF THE FAYETTE COUNTY SHERIFF
DOWNTOWN PATROLS**

REQUEST:

Approval of a memorandum of agreement with the Downtown Lexington Management District (DLMD). The agreement provides funding for up to two additional Office of the Fayette County Sheriff Deputies to patrol in the downtown area.

WHY ARE YOU REQUESTING:

The DLMD will enter into an agreement with the Office of the Fayette County Sheriff to add up to two additional Sheriff Deputy patrols in the downtown area within and immediately surrounding Tandy Park. The agreement will provide for up to two Sheriff Deputies in uniform and armed for additional security presence Monday through Friday at the following times: 7:00am to 10:00am; 11:00am to 1:00pm; and 3:30pm to 6:30pm. The additional security presence will be for the period of September 3, 2025 through October 31, 2025. Lexington-Fayette Urban County Government may terminate the agreement at any time for any reason by providing DLMD with at least sixty (60) days advance written notice.

WHAT IS THE COST IN THIS BUDGET YEAR AND FUTURE BUDGET YEARS?

The cost for FY2026 is: \$50,000
The cost for future FY is: N/A

ARE THE FUNDS BUDGETED: The funds are budgeted
ACCOUNT NUMBER: 1101-136101-0001-71253

DIRECTOR/COMMISSIONER: Kevin Atkins



MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (hereinafter the “MOA”) is made and entered into on the ____ day of _____, 2025, by and between the **DOWNTOWN LEXINGTON MANAGEMENT DISTRICT**, a Kentucky management district created pursuant to KRS 91.754, with its primary office located at 201 East Main Street, Lexington, Kentucky 40507 (hereinafter the “District”) and the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky pursuant to Chapter 67A of the Kentucky Revised Statutes, 200 East Main Street, Lexington, Kentucky 40507 (hereinafter “LFUCG”), with an effective date of September 3, 2025.

W I T N E S S E T H:

WHEREAS, the District is committed to safeguarding properties located within the jurisdiction of its boundaries; and

WHEREAS, the District has a need for two added Sheriff Deputies Monday through Friday in the vicinity of Tandy Park from September 3, 2025 to October 31, 2025 which will also benefit LFUCG and the community; and

WHEREAS, the District and/or its contractual agencies or instrumentalities are willing to contract for additional Sheriff Deputies, armed and in uniform, to patrol Tandy Park and provide services related to the use of such security detail.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

1. LFUCG will provide the District with a total amount not to exceed \$50,000 in funding to be used exclusively to assist the District in offsetting the cost of contracting for additional security presence in the downtown area from September 3, 2025 through October 31, 2025. The additional security presence shall operate Monday through Friday at the following times: 7:00 a.m. to 10:00 a.m.; 11:00 a.m. to 1:00 p.m.; and 3:30 p.m. to 6:30 p.m. The additional security presence will be in the form of up to two (2) off-duty deputies employed by the Office of the Fayette County Sheriff. The deputies will be in uniform, armed,

and will have their cruisers in the area. The primary location of the additional security presence will be the area within and immediately surrounding Tandy Park.

3. That LFUCG may terminate this agreement at any time for any reason by providing the District with at least sixty (60) days advance written notice.

4. That the District will continue to work with LFUCG in securing additional security methods to provide similarly related services if requested.

5. The District shall perform (or ensure that) all duties and services included herein are performed faithfully and satisfactorily at the time, place and for the duration prescribed herein. The District shall keep itself fully informed of all national and state laws and all municipal ordinances and regulations in any manner affecting the work or performance of this MOA, and shall at all times observe and comply with such laws, ordinances and regulations, whether or not such laws, ordinances or regulations are mentioned herein, and shall indemnify LFUCG, its officers, agents and employees against any claim or liability arising from and based on the District's violation of any such laws, ordinances or regulations.

6. Each party agrees that it shall be responsible for any claims or damages that are based upon its respective performance of this MOA, or that are based upon the actions or inactions of its respective employees or agents.

7. The District shall keep and make available to LFUCG any records related to this MOA such as are necessary to support its performance of this MOA. Books of accounts shall be kept by the District and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of the District related to this MOA and shall be made available to LFUCG upon request.

8. The District shall allow LFUCG any necessary reasonable access to monitor its performance under this MOA.

9. 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.

10. The District shall provide equal opportunity in employment for all qualified persons, shall prohibit discrimination in employment because of race, color, creed, national origin, sex, age, sexual orientation or gender identity, or handicap, shall promote equal employment through a positive, continuing program of equal employment, and shall cause any agency receiving funds provided pursuant to this MOA to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

11. Neither party may assign any of its rights and duties under this MOA without the prior written consent of the other party. Notwithstanding the foregoing, LFUCG understands that the work or services hereunder may ultimately be performed by persons or entities other than the District.

12. This MOA does not create a contractual relationship with or right of action in favor of a third party against either the District or LFUCG.

13. If any term or provision of this MOA shall be found to be illegal or unenforceable, this MOA shall remain in full force and such term or provision shall be deemed stricken.

14. This MOA 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.

15. By mutual agreement, the parties to this MOA may, from time to time, make written changes to any provision hereof.

16. This MOA 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 MOA shall replace any previous agreement between the parties on the same subject matter.

17. The waiver by either party of any breach of any provision of this MOA shall not constitute a continuing waiver or waiver of any subsequent breach by either party of either the same or another provision of this MOA.

IN WITNESS WHEREOF, the parties certify that they have been duly authorized to execute, deliver and perform this Memorandum of Agreement, and have executed it as of the date first herein written.

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: _____
LINDA GORDON, MAYOR

ATTEST:

URBAN COUNTY COUNCIL CLERK

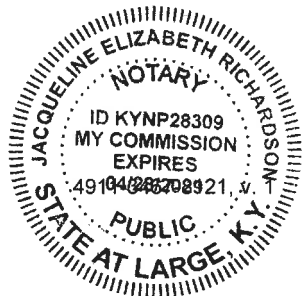
DOWNTOWN LEXINGTON MANAGEMENT
DISTRICT

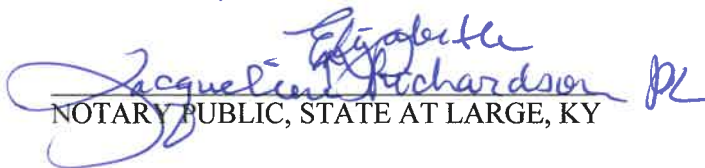
BY: 
JAMES H. FRAZIER, III, CHAIRPERSON

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing Memorandum of Agreement was subscribed, sworn to and acknowledged before me
by James H. Frazier, III, as Chair of the Downtown Lexington Management District, on this the 29th day
of September, 2025.

My commission expires: 4-28-2029




NOTARY PUBLIC, STATE AT LARGE, KY



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0969-25

File ID: 0969-25

Type: Agenda Item

Status: Agenda Ready

Version: 2

Contract #:

In Control: Grants and Special
Programs

File Created: 10/03/2025

File Name: Request Council authorization to accept additional federal funds in the 2025 Consolidated Plan from the U.S. Department of Housing and Urban Development HOME Investment Partnerships Program funds in the amount of \$1,946.86 and authorizing the mayor to exe

Final Action:

Title: Authorization to accept additional federal funds in the 2025 Consolidated Plan from the U.S. Department of Housing and Urban Development HOME Investment Partnerships Program funds in the amount of \$1,946.86 and to execute any other agreements or amendment with subrecipients related to the use of HOME Investment Partnerships funds. No match is required. (L0969-25)(Reynolds/Lanter)

Notes:

Sponsors:

Enactment Date:

Attachments: 26 - Blue Sheet Memo FY25 Con Plan, BA 13941
add'l funds, R04 M25MC210201 - Executed HOME
GA - Lexington, Resolution 190-2025

Enactment Number:

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:
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Text of Legislative File 0969-25

Title

Authorization to accept additional federal funds in the 2025 Consolidated Plan from the U.S. Department of Housing and Urban Development HOME Investment Partnerships Program funds in the amount of \$1,946.86 and to execute any other agreements or amendment with subrecipients related to the use of HOME Investment Partnerships funds. No match is required. (L0969-25)(Reynolds/Lanter)

Summary

Authorization to accept additional federal funds in the 2025 Consolidated Plan from the U.S. Department of Housing and Urban Development HOME Investment Partnerships Program funds in the amount of \$1,946.86 and to execute any other agreements or amendment with subrecipients related to the use of HOME Investment Partnerships funds. No match is required. (L0969-25)(Reynolds/Lanter)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Michael Cravens, 9/10/2025

Risk Management: N/A

Fully Budgeted: Budget amendment is in process.

Account Number:

This Fiscal Year Impact: \$1,946.86

Annual Impact: \$0

Project: HOME_2026

Activity: H04

Budget Reference: 2026

Current Balance: BA 13941 in process



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

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

DATE: OCTOBER 3, 2025

SUBJECT: Acceptance of Additional Funds for the HOME Investment Partnerships Program in the FY25 Consolidated Plan

Request: Council authorization to accept additional federal funds in the 2025 Consolidated Plan from the U.S. Department of Housing and Urban Development HOME Investment Partnerships Program funds in the amount of \$1,946.86 and authorizing the mayor to execute any other agreements or amendment with subrecipients to the use of HOME Investment Partnerships funds. No match is required.

Purpose of Request: On May 8, 2025 (Resolution 190-2025), Council authorized submission of the 2025 Consolidated Plan and to accept award if approved by the U.S. Department of Housing and Urban Development (HUD) for jurisdictions and to execute agreements with subrecipients in accordance with approved plan. The purpose of the Consolidated Plan is to serve as the planning document for the Lexington-Fayette Urban County Government's participation in these programs. The overall goal of the programs is to develop viable urban communities by providing decent housing, a suitable living environment, and expanding economic opportunities for low and moderate-income persons. The proposed 2025 Consolidated Plan consists of a one-year action plan providing for the expenditure of Community Development Block Grant (CDBG) funds, HOME Investment Partnerships Program funds, and Emergency Solutions Grant (ESG) funds for Fiscal Year 2026 (the period of July 1, 2025 through June 30, 2026) to address some of the identified needs.

What is the cost in this budget year and future budget years? Additional federal funds of \$1,946.86 HOME Investment Partnerships Program funds were awarded for FY2026. Future budget years are dependent upon federal allocations of funds.

Are the funds budgeted? Budget amendment is in process.

File Number: 0969-25

Director/Commissioner: Reynolds/Lanter





Search in Menu



LFUCG Budget Amendment Request Form

[New Window](#) | [Help](#) | [Personalize Pag](#)

Requester: Moore,Celia E Date: 10/03/2025 Status: Pending Approval Amend Nbr: 13941

Business Unit: LFUCG Journal Date: 10/03/2025 Budget Period: 2026 Bid: ☐ Admin Review: ☐

▼ Personnel, Operating & Capital Accounts									
Personalize Find View All First 1 of 1 Last									
Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID	
1 3120	160201	0001	78105	Assistance-Housing Rehab	1,946.86	TERESAR2	052820		

▼ Revenue Accounts									
Personalize Find View All First 1 of 1 Last									
Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID	
1 3120	160201	0001	44010	Intergovernmental - Federal	1,946.86	TERESAR2	052820		

► Personnel, Operating & Capital Accounts

► Revenue Accounts

Comments:

To budget additional revenue awarded FY25 Consolidated Plan HOME Investment Partnership Program.
(HOME_2026)

Net Amend Amt: 0.00

Submit for Approval

Save

Add

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT
FEDERAL AWARD AGREEMENT

A. General Federal Award Information

1. Recipient name (must match Unique Entity Identifier name) and address: Lexington-Fayette Urban County Government 200 EAST MAIN STREET LEXINGTON, KY 40507-1310	12. Assistance listing number and title: 14.239, HOME Investment Partnerships Program
2. Recipient's Unique Entity Identifier: VM1GLHWZXA96	13. Amount of federal funds obligated by this action: \$1,208,318.89
3. Tax identification number: 610858140	14. Total amount of federal funds obligated: \$1,208,318.89
4. Federal Award Identification Number (FAIN): M25MC210201	15. Total approved cost sharing (if applicable): See Addendum 2
5. Instrument type: Grant <input checked="" type="checkbox"/> Cooperative agreement <input type="checkbox"/> Loan Guarantee <input type="checkbox"/>	16. Total federal award amount, including approved cost sharing: \$1,208,318.89
6. Period of performance start and end date: 9/17/2025 - 09/30/2034	17. Budget approved by HUD: 9/17/2025
7. Budget period start and end date: FY 2025 through FY 2033	18. Fiscal year: See Addendum 2
8. Initial Agreement <input checked="" type="checkbox"/> Amendment <input type="checkbox"/> #	19. Statutory authority: 42 U.S.C. 12701 et seq
9. Indirect cost rate (per § 200.414): Recipients must complete Addendum 3: Indirect Cost Rate Schedule	20. Applicable appropriations act(s): Public Law 118-158, Public Law 119-4
10. Is this award for research and development (per 2 C.F.R. § 200.1)? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	21. Notice/notice of funding opportunity this award is made under (if applicable): N/A
11. Awarding official name and contact information: Bradley S. Evatt CPD Director	22. Program regulations (if applicable): 24 C.F.R. Part 92
23. Federal award description: Under the HOME Investment Partnerships Program, HUD allocates funds by formula among eligible State and local governments to strengthen public-private partnerships and to expand the supply of decent, safe, sanitary, and affordable housing, with primary attention to rental housing, for very low-income and low-income families. <ul style="list-style-type: none"> • Addendum 1. Policy Requirements • Addendum 2. Program-Specific Requirements • Addendum 3. Indirect Cost Rate Schedule 	

Authority and Agreement. This agreement between the U.S. Department of Housing and Urban Development (HUD) and the Recipient is made pursuant to the statutory authority above (box 19) and is subject to the applicable appropriations act(s) (box 20). This agreement incorporates by reference the HOME Investment Partnerships program statute 42 U.S.C. 12701 et seq., the program regulations at 24 C.F.R. § 92 (as now in effect and as may be amended from time to time), Recipient's consolidated plan/action plan, the relevant funding notice (box 21), any attached Specific Terms and Conditions, and the attached addenda (box 23).

U.S. Department of Housing and Urban Development — Federal Award Agreement

B. Terms and Conditions

1. *General terms and requirements.* The Recipient must comply with all applicable federal laws, regulations, and requirements unless otherwise provided through HUD's formal waiver authorities. This agreement, including any attachments and addenda, may only be amended in writing executed by parties to this agreement and any addenda.
2. *Administrative requirements.* The Recipient must comply with the following requirement(s) if checked below:
 - ☐ The administrative requirements in the HUD General Administrative, National, and Departmental Policy Requirements and Terms for HUD's Financial Assistance Programs 2025, as indicated in the relevant NOFO, apply to this agreement.
 - ☒ The grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Unique Entity Identifier (UEI); the System for Award Management (SAM.gov.); the Federal Funding Accountability and Transparency Act as provided in 2 C.F.R. part 25, Universal Identifier and General Contractor Registration; and 2 C.F.R. part 170, Reporting Subaward and Executive Compensation Information.
3. *Applicability of 2 C.F.R. part 200.*
 - ☒ The Recipient must comply with the applicable requirements at 2 C.F.R. part 200, as may be amended from time to time. If any previous or future amendments to 2 C.F.R. part 200 replace or renumber any part 200 section cited in HUD's regulations in Title 24 of the Code of Federal Regulations, the amended part 200 requirements will govern award activities carried out after the amendments' effective date.
 - ☐ The Recipient must comply with the applicable requirements at 2 C.F.R. part 200. If any previous amendments to 2 C.F.R. part 200 replace or renumber any part 200 section cited in HUD's regulations in Title 24 of the Code of Federal Regulations, the amended part 200 requirements will govern award activities carried out after the amendments' effective date.
4. *Future budget periods.* If the period of performance spans multiple budget periods, subsequent budget periods are subject to the availability of funds, program authority, satisfactory performance, and compliance with the terms and conditions of the Federal award.
5. *Indirect Cost Rate.* If the Recipient intends to use a negotiated or de minimis rate for indirect costs, the Recipient must submit an Indirect Cost Rate form to HUD, either with its application using HUD-426 (competitive grants) or with this agreement using "Addendum #3 "Indirect Cost Rate Schedule" (formula and congressional grants). The submitted form/addendum will be incorporated into and made part of this agreement, provided that the rate information is consistent with the applicable requirements under 2 C.F.R. § 200.414. If there is any change in the Recipient's indirect cost rate, it must immediately notify HUD and execute an amendment to this agreement to reflect the change if necessary.
6. *Recipient integrity and performance matters.* If the Federal share of this award is more than \$500,000 over the period of performance (**box 6**), the terms and conditions in 2 C.F.R. part 200 Appendix XII apply to this agreement.
7. *Recordkeeping and Access to Records.* The Recipient hereby agrees to maintain complete and accurate books of account for this award and award activities in such a manner as to permit the preparation of statements and reports in accordance with HUD requirements, and to permit timely and effective audit. The Recipient agrees to furnish HUD such financial and project reports, records, statements, subrecipient data, and documents at such times, in such form, and accompanied by such reporting data as required by HUD. HUD and its duly authorized representative shall have full and free access to all Recipient offices and facilities, and to all books, documents, and records of the Recipient relevant to the administration, receipt, and use of this award and award activities, including the right to audit and make copies. The Recipient agrees to maintain records that identify the source and application of funds, including relevant subrecipient data, in such a manner as to allow HUD to determine that all funds are and have been expended in accordance with program requirements and in a manner consistent with applicable law.

U.S. Department of Housing and Urban Development — Federal Award Agreement

Further, the Recipient hereby acknowledges that HUD is in the process of implementing new grants management and reporting tools, which will be made available for the Recipient's use in the future. The Recipient agrees to report on grant performance and financial activities (including vendor and cash disbursement supporting details for the Recipient and its subrecipients) using these new tools when they are released. HUD will work with the Recipient to support the Recipient's transition to this new reporting environment. Once implemented, timely reporting in this new environment will be mandatory. HUD reserves the right to exercise all of its available rights and remedies for any noncompliance with these grants management and financial reporting requirements, to include, without limitation, requiring 100% review, suspension of disbursements, and all other legally available remedies, to the furthest extent permitted by law, as amended.

8. *Noncompliance.* If the Recipient fails to comply with the provisions of this agreement, HUD may take one or more of the actions provided in program statutes, regulations or 2 C.F.R. § 200.339, as applicable. Nothing in this agreement shall limit any remedies otherwise available to HUD in the case of noncompliance by the Recipient. No delay or omissions by HUD in exercising any right or remedy available to it under this agreement shall impair any such right or remedy or constitute a waiver of or acquiescence in any Recipient noncompliance.
9. *Termination provisions.* Unless superseded by program statutes, regulations or NOFOs, the termination provisions in 2 C.F.R. § 200.340 apply.
10. *Build America, Buy America.* The Recipient must comply with the requirements of the Build America, Buy America (BABA) Act, 41 U.S.C. § 8301 note, and all applicable rules and notices, as may be amended, if applicable. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 Fed. Reg. 17001), BABA requirements apply to any infrastructure projects HUD has obligated funds for after the effective dates, unless excepted by a waiver.
11. *Waste, Fraud, Abuse, and Whistleblower Protections.* Any person who becomes aware of the existence or apparent existence of fraud, waste, or abuse of any HUD award must report such incidents to both the HUD official responsible for the award and to HUD's Office of Inspector General (OIG). Allegations of fraud, waste, and abuse related to HUD programs can be reported to the HUD OIG hotline via phone at 1-800-347-3735 or online hotline form. The Recipient must comply with 41 U.S.C. § 4712, which includes informing employees in writing of their rights and remedies, in the predominant native language of the workforce. Under 41 U.S.C. § 4712, employees of a government contractor, subcontractor, recipient, and subrecipient—as well as a personal services contractor—who make a protected disclosure about a Federal award or contract cannot be discharged, demoted, or otherwise discriminated against if they reasonably believe the information they disclose is evidence of (1) gross mismanagement of a Federal contract or award; (2) waste of Federal funds; (3) abuse of authority relating to a Federal contract or award; (4) substantial and specific danger to public health and safety; or (5) violations of law, rule, or regulation related to a Federal contract or award.
12. *Third-Party Claims.* Nothing in this agreement shall be construed as creating or justifying any claim against the federal government or the Recipient by any third party.
13. *Rule of Construction and No Construction Against Drafter.* Notwithstanding anything contained in this agreement, the terms and conditions hereof are to be construed to have full and expansive effect in both interpretation and application, and the parties agree that the principle of interpretation that holds that ambiguities in terms or conditions are construed against the drafter shall not apply in interpreting this agreement.

C. Federal Award Performance Goals

The Recipient must meet any applicable performance goals, indicators, targets, and baseline data as required by applicable program requirements.

D. Specific Terms and Conditions

Not applicable ☒ Attached ☐

U.S. Department of Housing and Urban Development — Federal Award Agreement

For the U.S. Department of HUD (name and title of authorized official) Bradley S. Evatt CPD Director	Signature <div>DocuSigned by: <i>Bradley S. Evatt</i> 3D0E1DB86C7C443</div>	Date 9/17/2025
For the Recipient (name and title of authorized official) Linda Gorton, Mayor	Signature <i>Linda Gorton</i>	Date <i>9/11/25</i>

U.S. Department of Housing and Urban Development — Federal Award Agreement

ADDENDUM 1. POLICY REQUIREMENTS

If applicable:

1. The Recipient shall not use grant funds to promote “gender ideology,” as defined in Executive Order (E.O.) 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government;
2. The Recipient agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the U.S. Government’s payment decisions for purposes of section 3729(b)(4) of title 31, United States Code;
3. The Recipient certifies that it does not operate any programs that violate any applicable Federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964;
4. The Recipient shall not use any grant funds to fund or promote elective abortions, as required by E.O. 14182, Enforcing the Hyde Amendment; and that,
5. Notwithstanding anything in the NOFO or Application, this Grant shall not be governed by Executive Orders revoked by E.O. 14154, including E.O. 14008, or NOFO requirements implementing Executive Orders that have been revoked.
6. The Recipient must administer its grant in accordance with all applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended (8 U.S.C. 1601-1646) (PRWORA) and any applicable requirements that HUD, the Attorney General, or the U.S. Citizenship and Immigration Services may establish from time to time to comply with PRWORA, Executive Order 14218, or other Executive Orders or immigration laws.
7. No state or unit of general local government that receives funding under this grant may use that funding in a manner that by design or effect facilitates the subsidization or promotion of illegal immigration or shields illegal aliens from deportation, including by maintaining policies or practices that materially impede enforcement of federal immigration statutes and regulations.
8. The Recipient must use SAVE, or an equivalent verification system approved by the Federal government, to prevent any Federal public benefit from being provided to an ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States.
9. Faith-based organizations may be subrecipients for funds on the same basis as any other organization. Recipients may not, in the selection of subrecipients, discriminate against an organization based on the organization’s religious character, affiliation, or exercise.

U.S. Department of Housing and Urban Development — Federal Award Agreement

ADDENDUM 2. PROGRAM-SPECIFIC REQUIREMENTS

Assistance Listing 14.239, HOME Investment Partnerships Program

1. For the purposes of this Agreement and any applicable addenda, the term “recipient” shall have the meaning of “grantee”, “participating jurisdiction” as defined in 24 C.F.R. 92.2., or “insular area” as defined in 24 C.F.R. 92.2.
2. *Community Housing Development Organizations (CHDOs).* When 42 U.S.C. 12771(b) is suspended by a given year’s appropriations, the Secretary shall not deduct funds set aside for CHDOs from the Recipient’s HOME Investment Trust Fund for failure to reserve those funds for projects owned, developed, or sponsored by CHDOs within 24 months after the last day of the month in which HUD notifies the Recipient of HUD’s execution of this Agreement.
3. *Commitment.* When 42 U.S.C. 12749(g) is suspended by a given year’s appropriations, the Recipient’s ability to commit funds provided through this Agreement will not expire 24 months after the last day of the month in which such funds are deposited in the jurisdiction’s HOME Investment Trust Fund.
4. *Deobligations.* To the extent authorized by HUD regulations at 24 C.F.R. Part 92, HUD may, by its execution of an amendment to this Agreement, deobligate funds previously awarded to the Recipient without the Recipient’s execution of the amendment or other consent.
5. *State Environmental Review.* If a Recipient is a State, as defined in 24 C.F.R. 92.2, and the Recipient provides HOME funds to a “State recipient”, as that term is defined in 24 CFR 92.2, then the Recipient must require that the “State recipient” shall assume responsibility for the environmental review in accordance with 24 CFR 92.352 in the written agreement entered into pursuant to 24 CFR 92.504. Notwithstanding the foregoing, as per 24 CFR 92.504(c)(1)(vi), the “State recipient” shall not assume the Recipient’s responsibilities for release of funds under 24 CFR 92.352.
6. *Reallocations.* All funds for the specified Fiscal Year provided by HUD by formula reallocation are covered by this Agreement upon execution of an amendment by HUD, without the Recipient’s execution of the amendment or other consent.
7. *Repayments.* The Recipient agrees that funds invested in affordable housing under 24 C.F.R. Part 92 are repayable when the housing no longer qualifies as affordable housing. Repayment shall be made as specified in 24 C.F.R. Part 92.
8. *Cost Sharing.* This award is subject to match provisions in 24 C.F.R. 92.64(a)(1) and 24 C.F.R. 92.218-222, as applicable. The amount of match that a recipient may be required to provide in a year is not based upon the amount of the recipient’s award. Under 24 C.F.R. 92.218, the amount of match that a recipient may be required to provide is determined by the type of eligible costs incurred by the recipient and the amount of funds drawn from the HOME Investment Trust Fund Treasury Account in that year. Since these factors are fact-sensitive, the amount of match is not included in either **Box 15** or **Box 16** of this Agreement.

U.S. Department of Housing and Urban Development — Federal Award Agreement

9. *Funding Information:*

Source of Funds	Appropriation Code	PAS Code	Amount
2023	86 3/6 0205	HMF (M)	\$6,003.42
2024	86 4/7 0205	HMF (N)	\$4,505.86
2025	86 5/8 0205	HMF (P)	\$1,197,809.61

U.S. Department of Housing and Urban Development — Federal Award Agreement

ADDENDUM 3. INDIRECT COST RATE SCHEDULE

As the duly authorized representative of the Recipient, I certify that the Recipient:

- ☒ Will not use an indirect cost rate to calculate and charge indirect costs under the grant.
- ☐ Will calculate and charge indirect costs under the grant by applying a *de minimis* rate as provided by 2 C.F.R. § 200.414(f), as may be amended from time to time.
- ☐ Will calculate and charge indirect costs under the grant using the indirect cost rate(s) listed below, and each rate listed is included in an indirect cost rate proposal developed in accordance with the applicable appendix to 2 C.F.R. part 200 and, *if required*, was approved by the cognizant agency for indirect costs.

Agency/department/major function	Indirect cost rate	Type of Direct Cost Base
	%	
	%	
	%	

Instructions for the Recipient:

The Recipient must mark the one (and only one) checkbox above that best reflects how the Recipient's indirect costs will be calculated and charged under the grant. Do not include indirect cost rate information for subrecipients.

The table following the third box must be completed only if that box is checked. When listing a rate in the table, enter both the percentage amount (e.g., 10%) and the type of direct cost base to be used. For example, if the direct cost base used for calculating indirect costs is Modified Total Direct Costs, then enter "MTDC" in the "Type of Direct Cost Base" column.

If using the Simplified Allocation Method for indirect costs, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

If using the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

If the Recipient is a government and more than one agency or department will carry out activities under the grant, enter each agency or department that will carry out activities under the grant, the indirect cost rate(s) for that agency or department, and the type of direct cost base to which each rate will be applied.

To learn more about the indirect cost requirements, see 2 C.F.R. part 200, subpart E and Appendix VII to Part 200 (for state and local governments).

RESOLUTION NO. 190 - 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AND SUBMIT THE 2025 CONSOLIDATED PLAN/GRANT APPLICATION TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD), TO PROVIDE ANY ADDITIONAL INFORMATION REQUESTED IN CONNECTION WITH THIS GRANT APPLICATION, AND TO ACCEPT THE GRANT IF THE APPLICATION IS APPROVED, WHICH GRANT FUNDS FOR THE FY 2026 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM (\$2,320,758.00), HOME PROGRAM (\$1,206,372.03), AND EMERGENCY SOLUTIONS GRANT (ESG) PROGRAM (\$205,743.00), THE ACCEPTANCE OF WHICH OBLIGATES THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF \$361,000.00 FROM VARIOUS FUNDING SOURCES AS A LOCAL MATCH; AND AUTHORIZING THE MAYOR TO EXECUTE AGREEMENTS FOR THE APPROVED PLAN; AND AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute and submit the 2025 Consolidated Plan/Grant Application, which is attached hereto and incorporated herein by reference, to the United States Department of Housing and Urban Development (HUD), to provide any additional information requested in connection with this Grant Application, and to accept this Grant if the application is approved, which Grant funds for the FY 2026 Community Development Block Grant (CDBG) Program (\$2,320,758.00), HOME Program (\$1,206,372.03), and Emergency Solutions Grant (ESG) Program (\$205,743.00), the acceptance of which obligates the Urban County Government to the expenditure of \$361,000.00 from various funding sources as a local match.

Section 2 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute agreements with the entities listed, and for the purposes set forth, in the 2025 Consolidated Plan/Grant Application.

Section 3 – 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 herein.

Section 4 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: May 8, 2025



MAYOR

ATTEST:



CLERK OF URBAN COUNTY COUNCIL
0373-25:WDR:4920-3217-3882, v. 1



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0976-25

File ID: 0976-25

Type: Agenda Item

Status: Agenda Ready

Version: 2

Contract #:

In Control: Grants and Special
Programs

File Created: 10/06/2025

File Name: Request Council authorization to accept \$150,000 from and execute a Memorandum of Understanding with Blue Grass Community Foundation in support of the Main & Vine Streetscape Plantings & Amenities Redesign plan and its implementation. No matching funds ar

Final Action:

Title: Authorization to accept \$150,000 from and execute a Memorandum of Understanding with Blue Grass Community Foundation in support of the Main & Vine Streetscape Plantings & Amenities Redesign plan and its implementation. No matching funds are required. Budget amendment in process. (L0976-25)(Peacher/Scott)

Notes:

Sponsors:

Enactment Date:

Attachments: 26 - Blue Sheet Memo BGCF Award Main+Vine,
Corridors Commission October 2025

Enactment Number:

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:
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Text of Legislative File 0976-25

Title

Authorization to accept \$150,000 from and execute a Memorandum of Understanding with Blue Grass Community Foundation in support of the Main & Vine Streetscape Plantings & Amenities Redesign plan and its implementation. No matching funds are required. Budget amendment in process. (L0976-25)(Peacher/Scott)

Summary

Authorization to accept \$150,000 from and execute a Memorandum of Understanding with Blue Grass Community Foundation in support of the Main & Vine Streetscape Plantings &

Amenities Redesign plan and its implementation. No matching funds are required. Budget amendment in process. (L0976-25)(Peacher/Scott)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by David Barberie, 10/6/2025

Risk Management: N/A

Fully Budgeted: Budget amendment to follow

Account Number:

This Fiscal Year Impact: \$150,000

Annual Impact: \$

Project:

Activity: OTH_GRANT

Budget Reference: FY 2026

Current Balance: BA to follow



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

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

DATE: October 3, 2025

SUBJECT: Acceptance of \$150,000 Grant Award from Blue Grass Community Foundation for Main & Vine Streetscape Plantings & Amenities Redesign

Request: Council Authorization to accept \$150,000 from and execute a Memorandum of Understanding with Blue Grass Community Foundation in support of the Main & Vine Streetscape Plantings & Amenities Redesign plan and its implementation. No matching funds are required.

Purpose of Request: The Knight Foundation Donor Advised Fund at Blue Grass Community Foundation and Blue Grass Community Foundation are providing a grant to fund the development of a streetscape and amenities redesign plan and its implementation for Main Street and Vine Street, with a focus on the area between Thoroughbred Park and Triangle Park. To avoid overlap, the Town Branch Commons footprint will be excluded. This project aims to enhance climate resiliency in the downtown built environment, advance economic development downtown, and enhance the driver and pedestrian experience along these corridors. This initiative builds upon the recently completed Corridors Commission Guidebook and complements the ongoing Downtown Area Master Plan. LFUCG will ensure close coordination to maximize the impact of these aligned efforts.

What is the cost in this budget year and future budget years? \$150,000 has been awarded for FY26. Funds for future budget years are dependent upon availability of grant funds.

Are the funds budgeted? Budget amendment is in process.

File Number: 0976-25

Director/Commissioner: Peacher/Scott



MEMORANDUM OF UNDERSTANDING
Between
Lexington-Fayette Urban County Government (LFUCG)
and
Blue Grass Community Foundation (BGCF)

Effective Date: _____, 2025

Grant Period: _____, 2025 – June 30, 2027

Project: *Main & Vine Streetscape Plantings & Amenities Redesign*

Grant Amount: \$150,000

I. Purpose

This Memorandum of Understanding (MOU) establishes the terms under which Blue Grass Community Foundation (BGCF) will provide a \$150,000 grant to the Lexington-Fayette Urban County Government (LFUCG) in support of the *Main & Vine Streetscape Plantings & Amenities Redesign*. This initiative aims to enhance the public realm along Main and Vine Streets through targeted improvements.

II. Parties

- **Grantee:**
Lexington-Fayette Urban County Government (LFUCG)
Attn: Brandi Peacher
200 E. Main Street
Lexington, KY 40507
- **Grantor:**
Blue Grass Community Foundation (BGCF)
Attn: Lisa Adkins
499 E. High St, Suite 112
Lexington, KY 40507

III. Roles and Responsibilities

- Corridors Commission will serve as the project sponsor.
- LFUCG staff will lead project management and coordination, including consultant oversight, public engagement, plan development, and implementation in partnership with various LFUCG divisions.
- Knight Foundation Donor Advised Fund at Blue Grass Community Foundation and Blue Grass Community Foundation (BGCF) will be recognized as funding partners and BGCF as a stakeholder throughout the effort.

IV. Grant Terms

Blue Grass Community Foundation agrees to provide a grant of \$150,000, to be paid in full upon the approval of this Memorandum of Understanding, with all grant funds to be expended on or before June 30, 2027.

Funds are to be used exclusively for the development of the *Main & Vine Streetscape Plantings & Amenities Redesign* plan and its implementation, which will:

- Enhance climate resiliency in the downtown built environment.
- Advance economic development downtown.
- Focus on rain gardens, plantings, lighting, and pedestrian-scale amenities.
- Preserve existing curb lines and hard infrastructure.
- Exclude the Town Branch Commons footprint to avoid duplicating recent investments.
- Engage key downtown stakeholders through a streamlined public input process.
- Produce a practical, forward-looking plan aligned with LFUCG's operations and maintenance capabilities.

This effort builds upon the *Corridors Commission Guidebook: Typology & Strategic Design Guide* and complements the ongoing *Downtown Area Master Plan*. LFUCG will ensure close coordination across all planning efforts to maximize impact.

V. Grant Conditions

LFUCG agrees to the following:

1. **Compliance:** The grant shall be administered in accordance with applicable laws, including those under the Internal Revenue Code.
2. **Use of Funds:** Funds shall be used solely for the project described above.
3. **Local Use Requirement:** No portion of the grant may be allocated to divisional, regional, or national affiliates. All funds must benefit the local project.
4. **Change Notification:** LFUCG will notify BGCF promptly of any material changes in:
 - Legal or tax status
 - Key staff responsible for delivering the project
 - Ability to complete the project as proposed
5. **Recordkeeping:** LFUCG will maintain financial records sufficient to demonstrate that grant funds were spent in accordance with this agreement.
6. **Reporting:** LFUCG will:
 - Submit interim reports upon request from BGCF.
 - Submit a one-page final project report upon completion. This report will outline how funds were used and the impact the grant had on the project's goals by the end of the stated grant period. This grant report should be submitted via email to BGCF.
7. **Acknowledgments:** LFUCG allows Knight Foundation and BGCF to include information about the grant in Foundations' periodic public reports, newsletters, news releases, social media postings, and on Foundations' websites. This includes the amount and purpose of the grant, any photographs you provide,

your logos, and other information and materials about your organizations and their activities.

8. Return of Funds: Any unexpended funds or any portion of the grant that is not used for the purposes specified herein will be returned to BGCF.
9. Foundation Participation: BGCF representatives may participate in stakeholder engagement activities related to the project, request scheduled site visits for the purpose of project evaluation.

VI. Execution and Acceptance

Authorized Signatures

For Lexington-Fayette Urban County Government:

Signature: _____

Name: _____

Title: _____

Date: _____

For Blue Grass Community Foundation:

Signature: _____

Name: _____

Title: _____

Date: _____



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0977-25

File ID: 0977-25

Type: Agenda Item

Status: Agenda Ready

Version: 2

Contract #:

In Control: Grants and Special
Programs

File Created: 10/06/2025

File Name: Request Council authorization to submit an application, and accept an award in the amount of \$95,000, to the Kentucky Department of Education/Division of School Child Care Food Program for provision of breakfast, lunch, and supplements at free and reduced

Final Action:

Title: Authorization to submit an application, and accept an award in the amount of \$95,000 if offered, to the Kentucky Department of Education/Division of School Child Care Food Program for provision of breakfast, lunch, and supplements at free and reduced rates to infants and toddlers attending the Family Care Center's childcare and pre-school programs. While no match is required, an additional \$97,500 has been budgeted to cover catering costs that exceed actual reimbursement. (L0977-25) (Horton-Holt/Allen-Bryant)

Notes:

Sponsors:

Enactment Date:

Attachments: 26 - Blue Sheet Memo childcare food

Enactment Number:

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:
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Text of Legislative File 0977-25

Title

Authorization to submit an application, and accept an award in the amount of \$95,000 if offered, to the Kentucky Department of Education/Division of School Child Care Food Program for provision of breakfast, lunch, and supplements at free and reduced rates to infants and toddlers attending the Family Care Center's childcare and pre-school programs. While no match is required, an additional \$97,500 has been budgeted to cover catering

costs that exceed actual reimbursement. (L0977-25)(Horton-Holt/Allen-Bryant)

Summary

Authorization to submit an application, and accept an award in the amount of \$95,000 if offered, to the Kentucky Department of Education/Division of School Child Care Food Program for provision of breakfast, lunch, and supplements at free and reduced rates to infants and toddlers attending the Family Care Center's childcare and pre-school programs. While no match is required, an additional \$97,500 has been budgeted to cover catering costs that exceed actual reimbursement. (L0977-25)(Horton-Holt/Allen-Bryant)

Budgetary Implications: Yes

Advance Document Review:

Law: N/A

Risk Management: N/A

Fully Budgeted: Budget amendment to follow.

Account Number:

This Fiscal Year Impact: \$192,500

Annual Impact: \$0

Project:

Activity: FED_GRANT

Budget Reference: 2026

Current Balance: Budget amendment to follow



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

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

DATE: October 6, 2025

SUBJECT: Child Care Food Program Application for the Family Care Center – FY26

Request: Council Authorization to submit an application, and accept an award in the amount of \$95,000, to the Kentucky Department of Education/Division of School Child Care Food Program for provision of breakfast, lunch, and supplements at free and reduced rates to infants and toddlers attending the Family Care Center's child care and pre-school programs, subject to the availability of sufficient funds in FY 2026.

Purpose of Request: It is estimated that approximately 64,000 meals will be served during the twelve-month period, beginning October 1, 2025. As of July 1, 2025, the Federal reimbursement rates for free meals are as follows: \$2.46 for breakfast, \$4.60 for lunch, and \$1.26 for a supplement (snack). Approximately 85% of the children enrolled in Family Care Center programs qualify for free or reduced meals.

What is the cost in this budget year and future budget years? Based upon current enrollment, an estimated \$95,000 in federal funds will be collected. While no match is required, an additional \$97,500 in 2026 General Fund dollars has been budgeted to cover catering costs that exceed actual reimbursement.

Are the funds budgeted? Budget amendment is in process.

File Number: 0977-25

Director/Commissioner: Shelia Horton-Holt / Kacy Allen-Bryant





Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0978-25

File ID: 0978-25

Type: Agenda Item

Status: Agenda Ready

Version: 2

Contract #:

In Control: Grants and Special
Programs

File Created: 10/06/2025

File Name: Request Council authorization to execute
Professional Services Agreement with Megan
Magsam to serve as Contract Forensic Nursing
Advocate and will be scheduled based on availability.
The funds will be budgeted in VOCA_2026 for the
purpose of providing di

Final Action:

Title: Authorization to execute Professional Services Agreement with Megan
Magsam to serve as Contract Forensic Nursing Advocate for the purpose
of providing direct advocacy services to sexual assault victims and
providing evaluation and archiving services to secure and modernize
non-digital sexual assault case files. At a cost not to exceed \$27,784.
Budget amendment in process. (L0978-25)(Weathers/Armstrong)

Notes:

Sponsors:

Enactment Date:

Attachments: 26 Blue Sheet - Megan Magsam Contract, FY2026
Budget Amendment - VOCA_2026, FY2026 Budget
Amendment - VOCA_2026, Resolution 294-2025,
TextFile30-May-2025-12-19-12, Magsam - Forensic
Nursing Advocacy Agreement

Enactment Number:

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:
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Text of Legislative File 0978-25

Title

Authorization to execute Professional Services Agreement with Megan Magsam to serve as
Contract Forensic Nursing Advocate for the purpose of providing direct advocacy services to
sexual assault victims and providing evaluation and archiving services to secure and
modernize non-digital sexual assault case files. At a cost not to exceed \$27,784. Budget

amendment in process. (L0978-25)(Weathers/Armstrong)

Summary

Authorization to execute Professional Services Agreement with Megan Magsam to serve as Contract Forensic Nursing Advocate for the purpose of providing direct advocacy services to sexual assault victims and providing evaluation and archiving services to secure and modernize non-digital sexual assault case files. At a cost not to exceed \$27,784. Budget amendment in process. (L0978-25)(Weathers/Armstrong)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by David Barberie, 10/6/2025

Risk Management: N/A

Fully Budgeted : Yes

Account Number: 3140-505506-5561-71299

This Fiscal Year Impact: up to \$27,784 for all exams

Annual Impact: \$0

Project: VOCA_2026

Activity: FED_GRANT

Budget Reference: 2026

Current Balance: \$44,854



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

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

DATE: October 6, 2025

SUBJECT: Professional Services Agreement: Contract Forensic Nursing Advocate

Request: Council authorization to execute Professional Services Agreement with Megan Magsam to serve as Contract Forensic Nursing Advocate and will be scheduled based on availability. The funds will be budgeted in VOCA_2026 for the purpose of providing direct advocacy services to sexual assault victims and providing evaluation and archiving services to secure and modernize non-digital sexual assault case files.

Purpose of Request: The Lexington-Fayette Urban County Government will receive funding from Victims of Crime Act (VOCA) 2024-25 from the Kentucky Justice Cabinet for the purpose to implement a Forensic Nursing Advocacy Program. The purpose is to support the efforts of the agency's current Sexual Assault Nurse Examiner (SANE) Program by providing a timely follow-up with sexual assault survivors and reviewing and digitally archiving historical sexual assault case files. Project activities include conducting follow-up with survivors, connecting survivors with resources, utilizing digitization equipment, reviewing historical SANE files and archiving files. The term of the agreement is October 1, 2025 through June 30, 2026. The agreement may be terminated by either party for any reason upon thirty days written notice to the other party.

What is the cost in this budget year and future budget years? \$27,784.00 is established for FY26 for contracted professionals. Future budget years are depending on available grant funds.

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

Fund	Dept	Section	Account	Bud Ref	Project	Activity	Amount
3140	505506	5561	71299	2026	VOCA_2026	FED_GRANT	\$27,784.00



File Number: 0978-25

Director/Commissioner: Weathers/Armstrong



Type	Date	Business Unit	Ledger	Account	Dept ID	Fund	Section	Site	Project	Activity	Budget Reference	PCBU	BUDGET PERIOD	Amount	Descr
		LFUCG	DETAIL_ACT	71299	505506	3140	5561		VOCA_2026	FED_GRANT	2026		2026	77,350	PROF SVC-OTHER
		LFUCG	DETAIL_ACT	74102	505506	3140	5561		VOCA_2026	FED_GRANT	2026		2026	6,000	CONFERENCES AND OTHER TRAINING
		LFUCG	DETAIL_ACT	75101	505506	3140	5561		VOCA_2026	FED_GRANT	2026		2026	2,000	OPERATING SUPPLIES AND EXPENSE
		LFUCG	REVEST	44010	505506	3140	5561		VOCA_2026	FED_GRANT	2026		2026	-68,280	INTERGOVERNMENTAL/FEDERAL
		LFUCG	REVEST	45911	505506	3140	5561		VOCA_2026	FED_GRANT	2026		2026	-17,070	TRANSFER FROM GENERAL SERVICE

Type	Date	Business Unit	Ledger	Account	Dept ID	Fund	Section	Site	Project	Activity	Budget Reference	PCBU	BUDGET PERIOD	Amount	Descr
		LFUCG	DETAIL_ACT	71299	505506	3140	5561		VOCA_2026	FED_GRANT	2026		2026	77,350	PROF SVC-OTHER
		LFUCG	DETAIL_ACT	74102	505506	3140	5561		VOCA_2026	FED_GRANT	2026		2026	6,000	CONFERENCES AND OTHER TRAINING
		LFUCG	DETAIL_ACT	75101	505506	3140	5561		VOCA_2026	FED_GRANT	2026		2026	2,000	OPERATING SUPPLIES AND EXPENSE
		LFUCG	REVEST	44010	505506	3140	5561		VOCA_2026	FED_GRANT	2026		2026	-68,280	INTERGOVERNMENTAL/FEDERAL
		LFUCG	REVEST	45911	505506	3140	5561		VOCA_2026	FED_GRANT	2026		2026	-17,070	TRANSFER FROM GENERAL SERVICE

RESOLUTION NO. 294 - 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AND SUBMIT A GRANT APPLICATION TO THE KENTUCKY JUSTICE AND PUBLIC SAFETY CABINET AND TO PROVIDE ANY ADDITIONAL INFORMATION REQUESTED IN CONNECTION WITH THIS GRANT APPLICATION, AND TO ACCEPT THIS GRANT IF THE APPLICATION IS APPROVED, WHICH GRANT FUNDS ARE IN THE AMOUNT OF \$68,280.00 IN FEDERAL FUNDS UNDER THE VICTIM ASSISTANCE FORMULA GRANT FUNDED BY THE VICTIMS OF CRIME ACT (VOCA), FOR SUPPORT OF CONTRACT FORENSIC NURSING ADVOCATES IN THE DIVISION OF POLICE, THE ACCEPTANCE OF WHICH OBLIGATES THE URBAN COUNTY GOVERNMENT TO AN EXPENDITURE OF \$17,070.00 AS A LOCAL MATCH, AND AUTHORIZING THE MAYOR TO TRANSFER ENCUMBERED FUNDS WITHIN THE GRANT BUDGET.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute and submit the Grant Application, which is attached hereto and incorporated herein by reference, to the Kentucky Justice and Public Safety Cabinet and to provide any additional information requested in connection with this Grant Application, which Grant funds are in the amount of \$68,280.00 in Federal funds under the Victim Assistance Formula Grant funded by the Victims of Crime Act (VOCA), for the support of a Contract Forensic Nursing Advocates in the Division of Police, the acceptance of which obligates the Urban County Government to the expenditure of \$17,070.00 as a local match.

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

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

PASSED URBAN COUNTY COUNCIL:

June 26th, 2025


MAYOR

ATTEST:


CLERK OF URBAN COUNTY COUNCIL

554-25:MRS:4914-3143-3035, v. 1



**Lexington-Fayette Urban County
Government
Text File
File Number: 0554-25**

200 E. Main St
Lexington, KY 40507

Agenda Date: 6/10/2025

Version: 2

Status: ATS Review

In Control: Grants and Special Programs

File Type: Agenda Item

Title

Request Council authorization to submit an application and accept award, if offered, to the Kentucky Justice and Public Safety Cabinet requesting federal funds of \$68,280 under the Victim Assistance Formula Grant funded by the Victims of Crime Act (VOCA). The acceptance obligates local match of \$17,070.

Summary

Request Council authorization to submit an application and accept award, if offered, to the Kentucky Justice and Public Safety Cabinet requesting federal funds of \$68,280 under the Victim Assistance Formula Grant funded by the Victims of Crime Act (VOCA). The acceptance obligates local match of \$17,070.

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Michael Sanner, 5/20/2025

Risk Management: N/A

Fully Budgeted: A budget amendment will be completed if awarded.

Account Number:

This Fiscal Year Impact: \$85,350

Annual Impact: \$0

Project: VOCA_2026

Activity: FED_GRANT

Budget Reference: 2026

Current Balance:

Body

{COUNCIL CLERK'S OFFICE WILL COMPLETE - Body of resolution or ordinance}

2025 PROFESSIONAL SERVICES AGREEMENT

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

WITNESSETH

WHEREAS, the Government has been awarded federal funds from the Commonwealth of Kentucky Justice Cabinet for the implementation and operation of a Forensic Nursing Advocacy Program;

WHEREAS, the Government seeks qualified Forensic Nursing Advocates willing to provide advocacy and administrative services in support of the Lexington Police Department's Sexual Assault Nurse Examiner (SANE) Program;

WHEREAS, the Contractor has been selected as an independent contractor for the performance of advocacy and administrative services;

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 \$220.00 for each scheduled work shift. A "work shift" is defined as a 4 hour period agreed to by both the Contractor and the Government in which the Contractor performs advocacy and administrative services. Payment shall be made within 30 days of invoice.
2. 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.
3. 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 availability weekly and to otherwise consult with the Government's Sexual Assault Nurse Examiner Manager to establish the Contractor's work shifts based on the Contractor's availability and the Government's needs.
2. The Government's Sexual Assault Nurse Examiner Manager shall supervise the Contractor's performance of advocacy and administrative duties to ensure high standards are maintained.
3. Contractor agrees to initiate prompt follow-up contact with Sexual Assault Survivors, contact local resources to address survivor post-examination needs, review and evaluate historical case files, provide follow-up forensic and investigative recommendations, use digitization equipment and software to archive historical case files, and complete daily activity reports.
4. Contractor agrees to participate in training coordinated by the Sexual Assault Nurse Examiner Manager related to nursing and advocacy topics.
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 agrees to maintain medical liability insurance, throughout the term of the Agreement, in the principal amount of not less than Five Hundred Thousand (\$500,000) Dollars per occurrence and One Million (\$1,000,000) 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.
6. Contractor agrees to submit invoices to the Government for all work shifts at least once per month, no later than the tenth day of the following month.
7. 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 his or 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 he or she performed examinations for the three-year period at no additional cost.

SECTION III

GENERAL CONDITIONS

1. This Agreement shall be effective from October 01, 2025 through June 30, 2026.
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 he or 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 his or her knowledge and belief, that he or 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 his or 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