

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507



Docket

Tuesday, October 8, 2024

3:00 PM

Packet

Council Chamber

Urban County Council Work Session

- I. **Public Comment - Issues on Agenda**
- II. **Requested Rezoning/ Docket Approval**
- III. **Approval of Summary**
 - a **0997-24** Table of Motions: Council Work Session, September 24, 2024
Attachments: [TOM 092424](#)
- 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 **0998-24** Summary: Social Services & Public Safety Committee, September 17, 2024
Attachments: [09-17-2024 SSPS Summary and Motions FINAL](#)
 - b **0999-24** Proclamation: Fire Prevention Week
- XI. **Council Reports**
- XII. **Public Comment - Issues Not on Agenda**
- XIII. **Adjournment**

Administrative Synopsis - New Business Items

- a **0924-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Third Amendment to the Agreement (awarded pursuant to RFP No. 5-2023) with Mahan Multimedia, LLC, to revise the Budget in the amount of \$5,000) and to extend the period of performance through March 31, 2025, for the It's Time campaign and further authorizing the Mayor to execute any other necessary amendments with Mahan Multimedia, LLC, related to the Agreement. [Dept. of Social Services, Allen-Bryant]
- Attachments:*** [0924-24 Bluesheet Memo - Amendment 3 to R126-2023 RFP 5-2023 It's Tim](#)
[Third Amendment to PSA-Mahan Multimedia RFP 5-2023 R-126-2023 draft 4:](#)
[R-239-2024 Amend 2 to Mahan Media R-126-2023 It's Time](#)
[R-352-2023 Amend 1 to Mahan Media R-126-2023 It's Time](#)
[RESO 0924-24 Mahan Multimedia 3rd Amend. 4887-7884-0812 v.1.docx](#)
[R-522-2024](#)
[Contract #295-2024](#)
- b **0937-24** A Resolution authorizing the Div. of Community Corrections to purchase video management appliances, preventive maintenance, and post-warranty services from Unique Security, Inc., a sole source provider, and authorizing the Mayor, on behalf of the Urban County Government, to execute any necessary Agreement with Unique Security, Inc., related to the procurement, at a cost not to exceed \$138,928.72. [Div. of Community Corrections, Colvin]
- Attachments:*** [UNIQUE Divar memo FY25](#)
[Unique SOLE SOURCE CERTIFICATION FORM](#)
[QUOTE# 2024-40a Lexington DIVARs](#)
[RESO 0937-24 Unique Securities Inc. 4866-8851-6329 v.1.docx](#)
[R-516-2024](#)
- c **0946-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement with American Response Vehicle, for purchase of a new emergency care apparatus at a cost not to exceed \$436,936. [Div. of Fire and Emergency Services, Wells]
- Attachments:*** [American Response Vehicle Blue Sheet Memo 092024](#)
[ARV Law approval 2024](#)
[American Response Vehicle Contract 092024](#)
[Sales Agreement American Response Vehicle 092024](#)
[946-24 arv 4888-0494-4616 v.1.doc](#)
[R-523-2024](#)

- d** **0947-24** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute Certificates of Consideration and other necessary documents, and to accept deeds from owners of record, for property interests needed for the St. Martins Village Pump Station Elimination Project, at a cost not to exceed \$30,000. [Div. of Water Quality, Martin]
- Attachments:** [Blue Sheet Memo](#)
[Project Area Map - St Martins Village PS Elim](#)
[0947-24- St Martins Village PS Elimination Project interests 4881-5570-3277 v R-524-2024](#)
- e** **0950-24** A Resolution of the Lexington-Fayette Urban County Government authorizing the advertisement for bids and the distribution of a Preliminary Official Statement for the purchase of the principal amount of its (I) Various Purpose General Obligation Bonds, Series 2024B, in an aggregate principal amount of \$46,250,000 (which amount may be increased by an amount of up to ten percent (10%) or decreased by an unlimited amount). [Dept. of Finance, Hensley]
- Attachments:** [Memo FY25 GO Bonds Advertisement Resolution](#)
[Resolution Ad for Bids \(New Money\) - LFUCG - 2024B - GO - \(2024\)\(453644 R-525-2024](#)
- f** **0951-24** An Ordinance of the Lexington-Fayette Urban County Government authorizing the issuance of its Various Purpose General Obligation Bonds, Series 2024B, in one or more subseries, in an aggregate principal amount of \$46,250,000 (which amount may be increased by an amount of up to ten percent (10%) or decreased by an unlimited amount); approving a form of Series 2024B Bonds; authorizing designated officers to execute and deliver the Series 2024B Bonds; authorizing and directing the filing of notice with the State Local Debt Officer; providing for the payment and security of the Series 2024B Bonds; maintaining a Sinking Fund; creating a Bond Payment Fund for the Series 2024B Bonds; authorizing acceptance of the bid(s) of the bond purchaser of the Series 2024B Bonds; and repealing inconsistent ordinances. [Dept. of Finance, Hensley]
- Attachments:** [Memo FY25 GO 2024B Issuance & Sale Ordinance](#)
[Ordinance \(New Money - 2024B - LFUCG - 2024B - GO \(2024\)\(45364413.1\) O-113-2024](#)
- g** **0961-24** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute Agreement(s) with Nestor Gomez, Terry

Dumphord, Corey Dunn, and Stephen Overstreet, to serve as Crisis Response Mediators for ONE Lexington, at a total cost not to exceed \$20,000. [Office of the Mayor, Carama]

Attachments: [CRT Bluesheet memo](#)
[Agreement Dumphord](#)
[Agreement Dunn](#)
[Agreement Gomez](#)
[Agreement Overstreet](#)
[RESO 0961-24 ONE Lexington Crisis Response PSA 4853-9467-7483 v.1.do](#)
[R-517-2024](#)

- h** **0967-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Purchase of Service Agreement with the Bluegrass Area Development District, for FY 2025 local dues payment to support aging services, workforce development, and regional planning, at a cost not to exceed \$61,288.30. [Dept. of Social Services, Allen-Bryant]

Attachments: [0967-24 Bluesheet Memo BG ADD Local Dues PSA FY25](#)
[Local Dues FY 25 PURCHASE OF SERVICE AGREEMENT](#)
[RESO 0967-24 Bluegrass ADD member dues 4876-7482-1100 v.1.doc](#)
[R-518-2024](#)
[Contract #300-2024](#)

- i** **0968-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Purchase of Service Agreement with the Bluegrass Area Development District, to provide a regional match to the State-funded Homecare Program, at a cost not to exceed \$48,610. [Dept. of Social Services, Allen-Bryant]

Attachments: [0968-24 Bluesheet Memo BG ADD HomeCare Match PSA FY25](#)
[Homecare Match FY25 PURCHASE OF SERVICE AGREEMENT](#)
[RESO 0968-24 Homecare Match Bluegrass ADD 4854-4993-9436 v.1.docx](#)
[R-519-2024](#)
[Contract #294-2024](#)

- j** **0971-24** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a License Agreement with OVG Facilities, LLC, as agent for the Lexington Center, to host the annual Kiddie Kapers Spring Recital at the Lexington Opera House, at no cost to the Urban County Government. [Div. of Parks and Recreation, Conrad]

Attachments: [2025 Kiddie Kapers Opera House Blue Sheet Memo Signed](#)
[Lexington Opera House Contract signed](#)
[RESO 971-24 Kiddie Kapers Lex Operate House 4895-3170-3785 v.1.docx](#)
[R-526-2024](#)
[Contract #297-2024](#)

- k **0973-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Agreements with Shreejyoti Hospitality, LLC (\$722,875.00) and J&Y Hospitality, LLC (\$305,344.90) to provide motel rooms for use as temporary emergency shelter for persons experiencing homelessness this winter, at a cost estimated not to exceed \$1,028,219.90, and further authorizing the Mayor to execute any necessary amendments related to these services, subject to sufficient funds being appropriated. [Office of Homelessness Prevention and Intervention, Herron]

Attachments: [0973-24-Blue Sheet - OHPI Winter Motel Shelter](#)
[Temporary Occupancy Agreement \(Winter Shelter - Motel 6\) FINAL VERSION](#)
[Temporary Occupancy Agreement \(Winter Shelter - Super 8\) FINAL VERSION](#)
[RESO 973-24 Winter Motel Shelter Services 4894-7973-6556 v.1.docx](#)
[R-520-2024](#)
[Contract #283-2024](#)
[Contract #283-2024 \(2\)](#)

- l **0974-24** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement with Lexington Christian Academy, to host the annual Kiddie Kapers Holiday Show, at an estimated cost not to exceed \$1,500. [Div. of Parks and Recreation, Conrad]

Attachments: [2025 Kiddie Kapers Lexington Christain Academy Blue Sheet Memo Signed](#)
[LCA signed contract](#)
[RESO 974-24 LCA Kiddie Kapers 4875-9740-9513 v.1.docx](#)
[R-527-2024](#)
[Contract #296-2024](#)

- m **0979-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement with the Lexington-Fayette County Health Dept. for the Expanded First Responders and Community Partners Overdose Prevention Project (EFRCPOPP), funded under the U.S. Dept. of Health and Human Services First Responders - Comprehensive Addiction and Recovery Act Grant (FR-CARA), at a cost not to exceed \$205,000. [Dept. of Social Services, Allen-Bryant]

Attachments: [25-Blue Sheet Memo LFCHD](#)
[Agreement LFC Health Dept EFRCPPOP Year 3 for Mayor Signature](#)
[RESO 0979-24 \(EFRCPPOP Grant\) 4887-3354-4683 v.1.docx](#)
[R-528-2024](#)

- n **0981-24** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Grant Agreement with Town Branch Park, Inc. d/b/a Gatton Park on the Town Branch and the Lexington Center Corporation, for a stormwater quality project, at a cost not to exceed \$383,000. [Div. of Water Quality, Martin]
- Attachments:** [TBP Memo](#)
[Agreement](#)
[Posposed Renovation of Stone Walls at Gatton Park Memo-merged-compress: IMG 9572](#)
[IMG 9575](#)
[0981-24- Grant Agreement with TBP and LCC 4860-3816-9837 v.1.docx](#)
[R-529-2024](#)
[Contract #293-2024](#)
- o **0982-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to accept an award from the Community Action Council for Lexington-Fayette, Bourbon, Harrison, and Nicholas counties, Inc., which Grant funds are in the amount of \$49,443.84 in Federal funds for the provision of Early Childhood Care and Education Services under the Early Head Start Program at the Family Care Center for FY 2025, the acceptance of which obligates the Urban County Government to the expenditure of \$12,360.96 as a local match, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Family Services, Horton-Holt]
- Attachments:** [25-Blue Sheet Memo Early Head Start](#)
[EHS Contract Corrected 9.19.24](#)
[BA 13287](#)
[RESO 0982-24 CAC Early Head Start Match 4878-8250-4940 v.1.docx](#)
[R-530-2024](#)
- p **0983-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Non-Disclosure Agreement with Nick Loflin, for information analysis for economic impacts. [Div. of Fire and Emergency Services, Wells]

Attachments: [Bluesheet Letter of Agreement 09.23.2024](#)
[LFUCG NDA for Loflin - Signed](#)
[983-24 nda 4864-8738-7113 v.1.doc](#)
[R-531-2024](#)

q

0986-24

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement with Clearspan Fabric Structures, for fabric replacement at a cost not to exceed \$109,574.68. [Div. of Waste Management, Howard]

Attachments: [Clearspan Bluesheet 9-23-24 MRF Recover TFS](#)
[LFUCG Service Agreement as of 09-19-2024](#)
[986-24 clearspan 4883-8271-7675 v.1.doc](#)
[R-532-2024](#)



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0997-24

File ID: 0997-24

Type: Summary

Status: Approved

Version: 1

Contract #:

In Control: Urban County Council

File Created: 09/26/2024

File Name: Table of Motions: Council Work Session, September 24, 2024

Final Action: 10/08/2024

Title: Table of Motions: Council Work Session, September 24, 2024

Notes:

Sponsors:

Enactment Date:

Attachments: TOM 092424

Enactment Number:

Deed #:

Hearing Date:

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	10/08/2024	Approved				Pass

Text of Legislative File 0997-24

Title

Table of Motions: Council Work Session, September 24, 2024

**URBAN COUNTY COUNCIL
WORK SESSION
TABLE OF MOTIONS
September 24, 2024**

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

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

Motion by Ellinger II to approve the September 26, 2024 Council Meeting Docket, as amended. Seconded by Gray. Motion passed without dissent.

Motion by Reynolds to place on the docket for the September 26, 2024 Council Meeting, a resolution authorizing and directing the mayor, on behalf of the Urban County Government, to execute a lease with Davis Park Station, LLLP for the Davis Park Workforce Center located at 501 De Roode Street, at an estimated cost not to exceed \$16,536.65 in FY 2025. Seconded by Ellinger II. Motion passed without dissent.

Motion by Sevigny to place on the docket for the September 26, 2024 Council Meeting, an ordinance changing the zone from a Single Family Residential (R-1C) zone to a Highway Service Business (B-3) zone, for 1.000 net (1.177 gross) acres, for property located at 2090 Harrodsburg Rd., without a public hearing. Seconded by Ellinger II. Motion passed without dissent.

Motion by Wu to place on the docket for the September 26, 2024 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 2025. Seconded by Plomin. Motion passed without dissent.

Motion by Lynch to place on the docket for the September 26, 2024 Council Meeting, an ordinance changing the zone from a Single Family Residential (R-1D) zone to a Mobile Home Park (M-1P) zone, for 16.541 net (16.754 gross) acres, for property located at 421 Price Road (a portion of), with a public hearing to be held at 6:00 p.m., November 12, 2024. Seconded by Reynolds. Motion passed 14 – 1 (Yes: J. Brown, Ellinger II, Fogle, Lynch, LeGris, Monarrez, Sheehan, Gray, Worley, F. Brown, Baxter, Sevigny, Reynolds, Plomin. No: Wu.).

Motion by Ellinger II to amend the previous motion to start the public hearing at 5:00 p.m., November 12, 2024. Seconded by Fogle. Motion failed 3 – 11 (Yes: Ellinger II, Sevigny, F. Brown. No: Lynch, Monarrez, Baxter, Sheehan, Plomin, J. Brown, Wu, Worley, Fogle, Reynolds, Gray.).

Motion by J. Brown to place on the docket for the September 26, 2024 Council Meeting a resolution accepting the bid of Ground Hog Excavating and Farm Services, Inc., in the amount of \$212,238.00, for the North Broadway Median Greening Project, for the Division of

Environmental Services, and authorizing the mayor to execute an agreement with Ground Hog Excavating and Farm Services, Inc., related to the bid. Seconded by Baxter. Motion passed without dissent.

III. Approval of Summary

Motion by Gray to approve the September 17, 2024 Work Session Summary. Seconded by Plomin. Motion passed without dissent.

IV. Budget Amendments

Motion by Baxter to approve Budget Amendments. Seconded by Gray. Motion passed without dissent.

V. Budget Adjustments – For Information Only

VI. New Business

Motion by Ellinger II to approve New Business. Seconded by Plomin. Sevigny recused on item p. Motion passed without dissent.

VII. Communications from the Mayor- Appointments

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

VIII. Communications from the Mayor- Donations

IX. Communications from the Mayor- Procurements

Motion by Plomin to approve Communications from the Mayor- Procurements. Seconded by Baxter. Motion passed without dissent.

X. Continuing Business/Presentations

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

Motion by Ellinger II to approve Council Capital Projects, as amended. Seconded by Wu. Motion passed without dissent.

Motion by Baxter to amend the Council Capital Project list to add an allocation to the Division of Streets and Roads, in the amount of \$11,000.00, for construction of a vinyl plank fence between the service road and Wilson Downing Road to enhance traffic safety in the school zone. Seconded by Plomin. Motion passed without dissent.

Motion by Fogle to amend the Council Capital Project list to add an allocation to the Department of Social Services, in the amount of \$3,975.00, for the purchase of gym mats and accessories for installation for the gymnasium at Charles Young Center. Seconded by Reynolds. Motion passed without dissent.

Council Member J. Brown provided a summary of the August 27, 2024 Budget, Finance, and Economic Development Committee.

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

Motion by Baxter to adjourn at 3:53 p.m. Seconded by Fogle. Motion passed without dissent.



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0998-24

File ID: 0998-24

Type: Summary

Status: Approved

Version: 1

Contract #:

In Control: Urban County Council

File Created: 09/26/2024

File Name: Summary: Social Services & Public Safety Committee, September 17, 2024

Final Action: 10/08/2024

Title: Summary: Social Services & Public Safety Committee, September 17, 2024

Notes:

Sponsors:

Enactment Date:

Attachments: 09-17-2024 SSPS Summary and Motions_FINAL

Enactment Number:

Deed #:

Hearing Date:

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	10/08/2024	Approved				

Text of Legislative File 0998-24

Title

Summary: Social Services & Public Safety Committee, September 17, 2024



Social Services and Public Safety Committee

September 17, 2024

Summary and Motions

Chair Reynolds called the meeting to order at 1:01 p.m. Committee Members Ellinger, J. Brown, Fogle, Monarrez, Gray, F. Brown, Baxter, Sevigny, and Plomin were in attendance. Vice Mayor Wu, Council Members Lynch, and Sheehan were present as a non-voting members.

I. Approval of July 2, 2024 Committee Meeting Summary

Motion by Sevigny to approve the July 2, 2024 Committee Summary. Seconded by Gray. Motion passed without dissent.

II. Office of Homelessness Prevention and Intervention Annual Update

Jeff Herron, Homelessness Prevention Manager provided a background of the Office of Homelessness Prevention and Intervention (OHPI) which was established in 2014. He reviewed the coordination and planning responsibilities of the OHPI office and said they do not provide direct services. He spoke about the \$44 million investment in the homelessness program between FY20-FY25 to address homelessness. He reviewed updated data from the 2014-2024 LexCount results. This annual point in time count provides a snapshot of what homelessness looks like in our city on any given night. He provided an update on homeless encampments; they conducted 28 cleanups in FY24 at 18 unique locations and 15 cleanups were tied to 6 emphasis areas. The total cost for cleanup is \$51,805 at an average cost of \$1,850 per cleanup. He reviewed the 5-Year Strategic Plan (2021-2025) which was released in 2021 and includes 55 recommendations. Strategic Plan goals are comprised of community outreach and engagement, preventing homelessness, policy and advocacy, funding sources, and expanding permanent supportive housing. He continued with a review of the current projects including onboarding curriculum for case managers, Shelter and Transitional Housing Feasibility Study, Housing Flex Fund, Landlord Partnership Program, and FY24 Continuum of Care Program Competition.

Herron said the emphasis areas are listed on the web site and there is permanent signage at campsites. There was a suggestion for a voucher program similar to one in Boston where expeditors help people find housing quickly. Herron feels the landlord partnership program might be able to incorporate something like this. Herron said there are a few pieces of the Strategic Plan that will not be fully achieved because some of those recommendations will need millions of dollars to be fully executed and we have not been able to identify a sustainable funding source. Herron confirmed LexCount is Lexington's annual point-in-time count of all people experiencing homelessness (including emergency shelter, transitional housing, or unsheltered homelessness) in Lexington on a single night in January. When asked about the email regarding a temporary shelter across from the Hope Center, Herron said the YMCA is not willing to allow us to return to their property a second time. LFUCG is looking to work with hotels to get a block of rooms this year. There was a suggestion to look at a permanent solution for housing. When asked how Council can support this, Herron explained scaling up the efforts is important to consider. No action was taken on this item.

III. NAMI / Fayette Mental Health Diversion Court

Bill Buckman, Coordinator with Fayette Mental Health Diversion Court, reviewed the monetary savings for Lexington from July 1 – August 31, 2024 for 32 graduates. The city invested \$790,000 in the program and this resulted in a \$4,655,819 return on investment (589% ROI). Many people are referred to the program on low-level charges and living with mental illness. These people tend to self-medicate causing issues with substance abuse leading to violent episodes and charges of disturbing the peace. He explained the importance of this program as it helps with turning someone's life around.

Kelly Gunning, Director of Advocacy and Policy with National Alliance on Mental Illness (NAMI), referenced the building where Participation Station is housed. Participation Station is a unique program that operates on the Boston model of psychiatric rehabilitation and provides mental health services in Lexington. She said they are at risk of losing the building as it will be for sale if NAMI cannot raise enough money to purchase it. Gunning emphasized Participation Station focuses on the seriously mentally ill population and is the hub of outreach, recovery, and rehabilitation.

When asked about EmPATH Center, Gunning explained the living room model which is a no barrier 23-hour bed or chair for people to come in or where police could bring people who are in crisis. Typically, when police pick up someone who is intoxicated, they must wait for the person to sober up before they can take them to the hospital. At the EmPATH Center, when you walk in you get help immediately. In the first month they have seen over 300 people and most of those people were diverted successfully by agreeing to go to a next day community appointment. No action was taken on this item.

IV. Items Referred to Committee

No action was taken on this item.

The meeting was adjourned at 2:19 p.m.



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0999-24

File ID: 0999-24

Type: Presentation

Status: Agenda Ready

Version: 1

Contract #:

In Control: Urban County Council

File Created: 09/26/2024

File Name: Proclamation: Fire Prevention Week

Final Action: 10/08/2024

Title: Proclamation: Fire Prevention Week

Notes:

Sponsors:

Enactment Date:

Attachments:

Enactment Number:

Deed #:

Hearing Date:

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	10/08/2024	Received and Filed				

Text of Legislative File 0999-24

Title

Proclamation: Fire Prevention Week



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 0355-22

File ID: 0355-22

Type: Agenda Item

Status: Agenda Ready

Version: 1

Contract #:

In Control: Urban County
Council Work
Session

File Created: 04/07/2022

File Name: page break

Final Action:

Title:

Notes:

Sponsors:

Enactment Date:

Deed #:

Hearing Date:

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File 0355-22



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0924-24

File ID: 0924-24

Type: Resolution

Status: Approved

Version: 1

Contract #: 295-2024

In Control: Urban County Council

File Created: 09/11/2024

File Name: Amendment #3 to #R-126-2023 It's Time Campaign to Mahan Multimedia MOA

Final Action: 10/24/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Third Amendment to the Agreement (awarded pursuant to RFP No. 5-2023) with Mahan Multimedia, LLC, to revise the Budget in the amount of \$5,000) and to extend the period of performance through March 31, 2025, for the It's Time campaign and further authorizing the Mayor to execute any other necessary amendments with Mahan Multimedia, LLC, related to the Agreement. [Dept. of Social Services, Allen-Bryant]

Notes: In office 9/24/2024. MS

Stamped and filed in the CCO. Returned to Theresa Maynard 10/25/2024. MS

Sponsors:

Enactment Date: 10/24/2024

Attachments: 0924-24 Bluesheet Memo - Amendment 3 to R126-2023 RFP 5-2023 It's Time Campaign with Mahan Multimedia, Third Amendment to PSA-Mahan Multimedia RFP 5-2023 R-126-2023 draft 4885-7911-2421 v.1, R-239-2024 Amend 2 to Mahan Media R-126-2023 It's Time, R-352-2023 Amend 1 to Mahan Media R-126-2023 It's Time, RESO 0924-24 Mahan Multimedia 3rd Amend. 4887-7884-0812 v.1.docx, R-522-2024, Contract #295-2024

Enactment Number: R-522-2024

Deed #:

Hearing Date:

Drafter: Theresa Maynard

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	10/08/2024	Approved and Referred to Docket	Urban County Council	10/10/2024		Pass
1	Urban County Council	10/10/2024	Received First Reading	Urban County Council	10/24/2024		
1	Urban County Council	10/24/2024	Approved				Pass

Text of Legislative File 0924-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Third Amendment to the Agreement (awarded pursuant to RFP No. 5-2023) with Mahan Multimedia, LLC, to revise the Budget in the amount of \$5,000) and to extend the period of performance through March 31, 2025, for the It's Time campaign and further authorizing the Mayor to execute any other necessary amendments with Mahan Multimedia, LLC, related to the Agreement. [Dept. of Social Services, Allen-Bryant]

Summary

Authorization to execute a third Amendment to the Agreement (awarded pursuant to RFP No. 5-2023) with Mahan Multimedia, LLC, to revise the Budget and extend the period of performance through March 31, 2025, for the It's Time Campaign and to execute any other necessary amendments related to the Agreement for a cost of \$5,000. Funds are Budgeted. (L0924-24) (Allen-Bryant)

Budgetary Implications: Yes

Advance Document Review:

Law: Tiffany Holskey 9/17/24

Risk Management: N/A

Fully Budgeted [select]: Yes

Account Number: 1101-606106-6011-71299

This Fiscal Year Impact: \$5,000.00

Annual Impact: N/A

Project:

Activity:

Budget Reference:

Current Balance: \$102,048.17



TO: Mayor Linda Gorton
Honorable Members, Urban County Council

FROM: 
Kacy Allen-Bryant, Commissioner of Social Services

DATE: September 20, 2024

SUBJECT: Third Amendment to Resolution #126-2023 for RFP #5-2023 It's Time Campaign

Request:

Request Council authorization to execute a Third Amendment to the Agreement (awarded pursuant to RFP No. 5-2023) with Mahan Multimedia, LLC, to revise the Budget and extend the period of performance through March 31, 2025, and authorizing the Mayor to execute any other necessary amendments related to that Agreement.

Why Are You Requesting?

To add the recording and production of a one-time event to It's Time, a city-wide domestic violence prevention initiative launched in November 2022 at the Mayor's request, due to positive response from the community. Will increase content production and message distribution. The term of the agreement is now extended from December 31, 2024 to March 31, 2025, with the option to renew for additional 1-year terms upon written agreement. This Agreement may be terminated by either party with 30 days written notice.

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

\$5,000 for FY25. No future costs expected.

Are the funds budgeted?

Yes, in 1101-606106-6011-71299

File Number: 0924-24

Director/Commissioner: Stephanie Theakston / Kacy Allen-Bryant



**THIRD AMENDMENT TO
PURCHASE OF SERVICE AGREEMENT**

THIS THIRD AMENDMENT TO PURCHASE OF SERVICE AGREEMENT (the “Amendment”), dated as of _____, 2024, (the “Effective Date”), 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, on behalf of its Department of Social Services, and **MAHAN MULTIMEDIA LLC**, a Kentucky limited liability company (the “Organization”), whose address is 3335 Shannon Run Road, Versailles, Kentucky 40383, (collectively known as the “Parties”).

RECITALS

WHEREAS, the Parties entered into a Purchase of Service Agreement (awarded pursuant to RFP No. 5-2023) for a city-wide Domestic Violence Prevention Campaign, at a cost not to exceed \$220,000; and

WHEREAS, on July 10, 2023, the Parties entered into an Amendment to the Purchase of Service Agreement (pursuant to Resolution 352-2023) wherein the initial term of the Agreement was extended by six months, and the not to exceed amount awarded pursuant to the Agreement was increased by \$135,000.00 to \$355,000.00; and

WHEREAS, on May 16, 2024, the Parties entered into a Second Amendment to the Purchase of Service Agreement, as previously amended, (pursuant to Resolution 239-2024) to increase the not to exceed amount by \$51,000.00 to a total of \$406,000.00; and extended the initial term of the Agreement, as previously amended, by an additional six months to end on December 31, 2024; and

WHEREAS, the Parties desire to amend the Agreement, as previously amended, to increase the not to exceed amount by \$5,000.00 to a total of \$411,000.00; and

WHEREAS, the parties also desire to extend the initial term of the Agreement, as previously amended, by an additional three months to now end on March 31, 2025; and

WHEREAS, the Parties hereby agree to amend the above-referenced term and total payment amount in accordance with the terms and conditions of this Amendment.

STATEMENT OF AGREEMENT

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

1. Incorporation of Recitals. The above recitals and referenced exhibits are incorporated herein as a part of this Amendment.
2. Section 1. Term; Renewal. The Parties agree to modify Section 1 of the Agreement, as previously amended, to extend the period of performance an additional three months as follows:

"This Agreement shall commence on the Effective Date and continue through March 31, 2025, unless terminated by either party at an earlier time. Upon mutual written agreement, the parties may renew this Agreement for an additional period of one year."

3. Section 4. Payment. The Parties agree to modify Section 4 of the Agreement, as previously amended, to increase the not to exceed payment amount by \$5,000.00 as follows:

"LFUCG shall pay Organization a total amount not to exceed **Four Hundred Eleven Thousand Dollars (\$411,000.00)** for the performance of the Services. Payments shall be made monthly for expenditures the Organization actually incurred, only after receipt of monthly invoices. 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."

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

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

**LEXINGTON-FAYETTE
URBAN COUNTY GOVERNMENT**

By: Linda Gorton, Mayor

ATTEST:

Clerk of the Urban County Council

MAHAN MULTIMEDIA LLC

By: Mark Mahan, Member

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-126-2023)

4885-7911-2421, v. 1

RESOLUTION NO. 239 - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A SECOND AMENDMENT TO THE AGREEMENT (AWARDED PURSUANT TO RFP NO. 5-2023) WITH MAHAN MULTIMEDIA, LLC, TO REVISE THE BUDGET IN THE AMOUNT OF \$51,000.00 TO EXTEND PHASE 3 OF THE IT'S TIME CAMPAIGN, AND TO EXTEND THE PERIOD OF PERFORMANCE THROUGH DECEMBER 31, 2024, AND FURTHER AUTHORIZING THE MAYOR TO EXECUTE ANY OTHER NECESSARY AMENDMENTS WITH MAHAN MULTIMEDIA, LLC, RELATED TO THE AGREEMENT.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Second Amendment to the Agreement (pursuant to RFP No. 5-2023), which is attached hereto and incorporated herein by reference, with Mahan Multimedia, LLC, to revise the budget to extend Phase 3 of the *It's Time* campaign, and to extend the period of performance through December 31, 2024, and further authorizing the Mayor to execute any other amendments with Mahan Multimedia, LLC, related to the Agreement.

Section 2 – That an amount not to exceed \$51,000.00, be and hereby is authorized for payment to Mahan Multimedia, LLC, from account # 1105-606106-71299, pursuant to the terms of the Second Amendment to Purchase of Service Agreement and the Agreement.

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

PASSED URBAN COUNTY COUNCIL: May 23, 2024



MAYOR

ATTEST:



CLERK OF URBAN COUNTY COUNCIL

0378-24:GET:4878-1563-2568, v. 1

RESOLUTION NO. 352 -2023

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A FIRST AMENDMENT TO THE AGREEMENT (PURSUANT TO RFP NO. 5-2023) WITH MAHAN MULTIMEDIA, LLC, TO REVISE THE BUDGET IN THE AMOUNT OF \$135,000.00 TO EXPAND PHASE 3 OF THE IT'S TIME CAMPAIGN, AND TO EXTEND THE PERIOD OF PERFORMANCE THROUGH JUNE 30, 2024, AND FURTHER AUTHORIZING THE MAYOR TO EXECUTE ANY OTHER NECESSARY AMENDMENTS WITH MAHAN MULTIMEDIA, LLC, RELATED TO THAT AGREEMENT.

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

Section 1 – That the Mayor, on behalf of the Urban County Government, be and hereby is authorized and directed to execute a First Amendment to the Agreement (pursuant to RFP No. 5-2023), which is attached hereto and incorporated herein by reference, with Mahan Multimedia, LLC, to revise the budget to expand Phase 3 of the *It's Time* campaign, and to extend the period of performance through June 30, 2024, and further authorizing the Mayor to execute any other amendments with Mahan Multimedia, LLC, related to that Agreement.

Section 2 – That an amount, not to exceed \$135,000.00, be and hereby is authorized for payment to Mahan Multimedia, LLC, from account # 1101-606101-71299, pursuant to the terms of the First Amendment and Agreement.

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

PASSED URBAN COUNTY COUNCIL: June 29, 2023



MAYOR

ATTEST:


CLERK OF URBAN COUNTY COUNCIL
0569-23:EAB:X:\Cases\SOCIAL\23-LE0001\LEG\00784297.DOCX

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A THIRD AMENDMENT TO THE AGREEMENT (AWARDED PURSUANT TO RFP NO. 5-2023) WITH MAHAN MULTIMEDIA, LLC, TO REVISE THE BUDGET IN THE AMOUNT OF \$5,000.00 AND TO EXTEND THE PERIOD OF PERFORMANCE THROUGH MARCH 31, 2025, FOR THE ITS TIME CAMPAIGN AND FURTHER AUTHORIZING THE MAYOR TO EXECUTE ANY OTHER NECESSARY AMENDMENTS WITH MAHAN MULTIMEDIA, LLC, RELATED TO THE AGREEMENT.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Third Amendment to the Agreement (pursuant to RFP No. 5-2023), which is attached hereto and incorporated herein by reference, with Mahan Multimedia, LLC, to revise the budget and to extend the period of performance through March 31, 2025, for the It’s Time Campaign and further authorizing the Mayor to execute any other amendments with Mahan Multimedia, LLC, related to the Agreement.

Section 2 – That an amount not to exceed \$5,000.00, be and hereby is authorized for payment to Mahan Multimedia, LLC, from account #1101-606106-71299, pursuant to the terms of the Third Amendment to Purchase of Service Agreement and the Agreement.

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

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0924-24:TAH:4887-7884-0812, v. 1

RESOLUTION NO. 522 - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A THIRD AMENDMENT TO THE AGREEMENT (AWARDED PURSUANT TO RFP NO. 5-2023) WITH MAHAN MULTIMEDIA, LLC, TO REVISE THE BUDGET IN THE AMOUNT OF \$5,000.00 AND TO EXTEND THE PERIOD OF PERFORMANCE THROUGH MARCH 31, 2025, FOR THE ITS TIME CAMPAIGN AND FURTHER AUTHORIZING THE MAYOR TO EXECUTE ANY OTHER NECESSARY AMENDMENTS WITH MAHAN MULTIMEDIA, LLC, RELATED TO THE AGREEMENT.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Third Amendment to the Agreement (pursuant to RFP No. 5-2023), which is attached hereto and incorporated herein by reference, with Mahan Multimedia, LLC, to revise the budget and to extend the period of performance through March 31, 2025, for the It's Time Campaign and further authorizing the Mayor to execute any other amendments with Mahan Multimedia, LLC, related to the Agreement.

Section 2 – That an amount not to exceed \$5,000.00, be and hereby is authorized for payment to Mahan Multimedia, LLC, from account #1101-606106-71299, pursuant to the terms of the Third Amendment to Purchase of Service Agreement and the Agreement.

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

PASSED URBAN COUNTY COUNCIL: October 24, 2024



MAYOR

ATTEST:



CLERK OF URBAN COUNTY COUNCIL

0924-24:TAH:4887-7884-0812, v. 1

**THIRD AMENDMENT TO
PURCHASE OF SERVICE AGREEMENT**

THIS THIRD AMENDMENT TO PURCHASE OF SERVICE AGREEMENT (the "Amendment"), dated as of October 25, 2024, (the "Effective Date"), 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, on behalf of its Department of Social Services, and **MAHAN MULTIMEDIA LLC**, a Kentucky limited liability company (the "Organization"), whose address is 3335 Shannon Run Road, Versailles, Kentucky 40383, (collectively known as the "Parties").

RECITALS

WHEREAS, the Parties entered into a Purchase of Service Agreement (awarded pursuant to RFP No. 5-2023) for a city-wide Domestic Violence Prevention Campaign, at a cost not to exceed \$220,000; and

WHEREAS, on July 10, 2023, the Parties entered into an Amendment to the Purchase of Service Agreement (pursuant to Resolution 352-2023) wherein the initial term of the Agreement was extended by six months, and the not to exceed amount awarded pursuant to the Agreement was increased by \$135,000.00 to \$355,000.00; and

WHEREAS, on May 16, 2024, the Parties entered into a Second Amendment to the Purchase of Service Agreement, as previously amended, (pursuant to Resolution 239-2024) to increase the not to exceed amount by \$51,000.00 to a total of \$406,000.00; and extended the initial term of the Agreement, as previously amended, by an additional six months to end on December 31, 2024; and

WHEREAS, the Parties desire to amend the Agreement, as previously amended, to increase the not to exceed amount by \$5,000.00 to a total of \$411,000.00; and

WHEREAS, the parties also desire to extend the initial term of the Agreement, as previously amended, by an additional three months to now end on March 31, 2025; and

WHEREAS, the Parties hereby agree to amend the above-referenced term and total payment amount in accordance with the terms and conditions of this Amendment.

STATEMENT OF AGREEMENT

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

1. Incorporation of Recitals. The above recitals and referenced exhibits are incorporated herein as a part of this Amendment.
2. Section 1. Term; Renewal. The Parties agree to modify Section 1 of the Agreement, as previously amended, to extend the period of performance an additional three months as follows:

"This Agreement shall commence on the Effective Date and continue through March 31, 2025, unless terminated by either party at an earlier time. Upon mutual written agreement, the parties may renew this Agreement for an additional period of one year."

3. Section 4. Payment. The Parties agree to modify Section 4 of the Agreement, as previously amended, to increase the not to exceed payment amount by \$5,000.00 as follows:

"LFUCG shall pay Organization a total amount not to exceed **Four Hundred Eleven Thousand Dollars (\$411,000.00)** for the performance of the Services. Payments shall be made monthly for expenditures the Organization actually incurred, only after receipt of monthly invoices. 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."

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

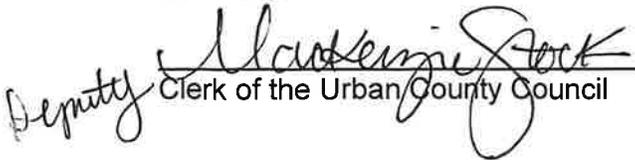
IN WITNESS WHEREOF, the parties certify that they have been duly authorized to execute, deliver, and perform this Amendment, and have executed the same as of the Effective Date written above.

**LEXINGTON-FAYETTE
URBAN COUNTY GOVERNMENT**



By: Linda Gorton, Mayor

ATTEST:


Deputy Clerk of the Urban County Council

MAHAN MULTIMEDIA LLC



By: Mark Mahan, Member

ATTEST:


_____ [sign name]

WITNESS: Christina Cox [print name]

DATE: 9-19-24

LIST OF EXHIBITS TO BE ATTACHED TO THIS AMENDMENT

EXHIBIT "1"

Copy of Purchase of Service Agreement

(authorized pursuant to R-126-2023)

4885-7911-2421, v. 1



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0937-24

File ID: 0937-24

Type: Resolution

Status: Approved

Version: 1

Contract #:

In Control: Urban County Council

File Created: 09/13/2024

File Name: UNIQUE FY25 DIVARS

Final Action: 10/10/2024

Title: A Resolution authorizing the Div. of Community Corrections to purchase video management appliances, preventive maintenance, and post-warranty services from Unique Security, Inc., a sole source provider, and authorizing the Mayor, on behalf of the Urban County Government, to execute any necessary Agreement with Unique Security, Inc., related to the procurement, at a cost not to exceed \$138,928.72. [Div. of Community Corrections, Colvin]

Notes:

Sponsors:

Enactment Date: 10/10/2024

Attachments: UNIQUE Divar memo FY25, Unique_SOLE SOURCE CERTIFICATION FORM, QUOTE# 2024-40a Lexington DIVARs, RESO 0937-24 Unique Securities Inc. 4866-8851-6329 v.1.docx, R-516-2024

Enactment Number: R-516-2024

Deed #:

Hearing Date:

Drafter: BRADLEY, TAMMY

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	10/08/2024	Approved and Referred to Docket	Urban County Council	10/10/2024		Pass
1	Urban County Council	10/10/2024	Received First Reading	Urban County Council	10/10/2024		
1	Urban County Council	10/10/2024	Suspended Rules for Second Reading				Pass
1	Urban County Council	10/10/2024	Approved				Pass

Text of Legislative File 0937-24

Title

A Resolution authorizing the Div. of Community Corrections to purchase video management appliances, preventive maintenance, and post-warranty services from Unique Security, Inc.,

a sole source provider, and authorizing the Mayor, on behalf of the Urban County Government, to execute any necessary Agreement with Unique Security, Inc., related to the procurement, at a cost not to exceed \$138,928.72. [Div. of Community Corrections, Colvin]

Summary

Authorization to approve Unique Security Inc. as a Sole Source Provider for the purchase of video management appliances, preventive maintenance and post-warranty services for the security system at the Division of Community Corrections at a cost of \$138,928.72. Funds are Budgeted. (L0937-24) (Colvin/Armstrong)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: No

Risk Management: No

Fully Budgeted [select]: Yes

Account Number: 1105-505401-5414-96201

2025 Fiscal Year Impact: \$138,928.72

Project: DET_ITUPGR_2025

Activity: COMPUTEREQ

Budget Reference: 2025

Current Balance: \$138,928.72 encumbered

TO: Mayor Linda Gorton
Urban County Council

FROM: Chief G.S. Colvin
Division of Community Corrections

CC: Commissioner Kenneth Armstrong
Department of Public Safety

DATE: September 9, 2024

SUBJECT: Unique Security, Inc. for purchase of Divars

Request

Council authorization is requested to approve Unique Security Inc. as a Sole Source Provider for the purchase of video management appliances for the security system at the Division of Community Corrections.

Why are you requesting?

Unique Security Inc. is under contract with LFUCG - Division of Community Corrections to provide preventive maintenance and post-warranty services for the security system. Approval is being sought to purchase seven (7) Bosch Divar 7000 Video Management Appliances to replace the existing ones.

Funds are budgeted in the present FY25 budget. The cost of the purchase is \$138,928.72

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

Funds for this agreement are budgeted for FY25 - \$138,928.72 (one-time purchase)

Are the funds budgeted? Yes.

File Number: L0937-24

Director/Commissioner: Chief G.S. Colvin





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 _____ Division/Dept _____

Phone _____ Email _____

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

Cost: _____

Sole Source Request for the Purchase of: _____

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 _____

Contact Name _____

Address _____

Phone _____ Email _____

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.

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:

-



JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

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

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.)

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

PROPOSAL

Unique Security, Inc
PO Box 210036
Montgomery, Alabama 36121

A Unique Security Proposal for:

[Tony Gray](#)

Lexington, KY

PROPOSAL NO: [2024-040](#)
 DATE: [6/26/2024](#)
 PREPARED BY: [Donna Drummond](#)
 Phone: [334-239-8343](#)
 Fax: [334-239-8368](#)
 Email: ddrummond@uniquesecurityinc.com

Qty.	Manufacturer	Stock Number	Description	Unit Cost	Total Cost
7	Bosch	DIP-74CI-8HD	Divar 7000 Video Management Appliance	\$19,846.96	\$138,928.72

QUOTE DOES NOT INCLUDE SHIPPING

\$138,928.72

TOTAL PRICE:

Notes:

Changes in description and/or omissions of items will require a revision in pricing.
 The below pricing does not include installation, freight or applicable taxes unless otherwise stated.
 There is a \$50.00 minimum order necessary on all orders.
 This Proposal is subject to acceptance within 30 days from date hereon,
 and is subject to US!'s standard terms and conditions.

Please Sign and Return One Copy with Purchase Order for Our Files

Purchase Order Number: _____

By: _____

Date: _____

RESOLUTION NO. ____ - 2024

A RESOLUTION AUTHORIZING THE DIVISION OF COMMUNITY CORRECTIONS TO PURCHASE VIDEO MANAGEMENT APPLIANCES, PREVENTIVE MAINTENANCE, AND POST-WARRANTY SERVICES FROM UNIQUE SECURITY, INC., A SOLE SOURCE PROVIDER, AND AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE ANY NECESSARY AGREEMENT WITH UNIQUE SECURITY, INC., RELATED TO THE PROCUREMENT, AT A COST NOT TO EXCEED \$138,928.72.

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

Section 1 – That the Division of Community Corrections is authorized to purchase video management appliances, preventive maintenance, and post-warranty services from Unique Security, Inc., a sole source provider, and the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute any necessary agreement with Unique Security, Inc., related to the procurement.

Section 2 – That an amount, not to exceed the sum of \$138,928.72, be and hereby is approved for payment to Unique Security, Inc., from account #1105-505401-96201.

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

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0937-24:JJR:4866-8851-6329, v. 1

RESOLUTION NO. 516 - 2024

A RESOLUTION AUTHORIZING THE DIVISION OF COMMUNITY CORRECTIONS TO PURCHASE VIDEO MANAGEMENT APPLIANCES, PREVENTIVE MAINTENANCE, AND POST-WARRANTY SERVICES FROM UNIQUE SECURITY, INC., A SOLE SOURCE PROVIDER, AND AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE ANY NECESSARY AGREEMENT WITH UNIQUE SECURITY, INC., RELATED TO THE PROCUREMENT, AT A COST NOT TO EXCEED \$138,928.72.

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

Section 1 – That the Division of Community Corrections is authorized to purchase video management appliances, preventive maintenance, and post-warranty services from Unique Security, Inc., a sole source provider, and the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute any necessary agreement with Unique Security, Inc., related to the procurement.

Section 2 – That an amount, not to exceed the sum of \$138,928.72, be and hereby is approved for payment to Unique Security, Inc., from account #1105-505401-96201.

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

PASSED URBAN COUNTY COUNCIL: October 10, 2024

Linda Gorton

MAYOR

ATTEST:

[Signature]
CLERK OF URBAN COUNTY COUNCIL



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0946-24

File ID: 0946-24

Type: Resolution

Status: Approved

Version: 1

Contract #: 314-2024

In Control: Urban County Council

File Created: 09/17/2024

File Name: American Response Vehicle Contract_2024

Final Action: 10/24/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement with American Response Vehicle, for purchase of a new emergency care apparatus at a cost not to exceed \$436,936. [Div. of Fire and Emergency Services, Wells]

Notes: Stamped and filed in the CCO. Returned to Tammy James via scans 11/18/2024. MS

Sponsors:

Enactment Date: 10/24/2024

Attachments: American Response Vehicle Blue Sheet Memo_092024, ARV Law approval_2024, American Response Vehicle Contract_092024, Sales Agreement American Respense Vehicle_092024, 946-24 arv 4888-0494-4616 v.1.doc, R-523-2024

Enactment Number: R-523-2024

Deed #:

Hearing Date:

Drafter: Tammy James

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	10/08/2024	Approved and Referred to Docket	Urban County Council	10/10/2024		Pass
1	Urban County Council	10/10/2024	Received First Reading	Urban County Council	10/24/2024		
1	Urban County Council	10/24/2024	Approved				Pass

Text of Legislative File 0946-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement with American Response Vehicle, for purchase of a new emergency care apparatus at a cost not to exceed \$436,936. [Div. of Fire and Emergency Services, Wells]

Summary

Authorization to enter into an agreement with American Response Vehicle (ARV) for the purchase of one (1) new emergency care apparatus at the cost of \$436,936.00. The unit should be online Quarter 3 of 2026. Funds are budgeted. (L0946-24) (Wells/Armstrong)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, M. Sanner

Risk Management: No

Fully Budgeted: Yes

Account Number: 2614 505707 5713 96957

This Fiscal Year Impact: \$436,936.00

Annual Impact: \$436,936.00

Project: Fire_TRUCK_2024

Activity: VEHICLE

Budget Reference: 2024

Current Balance: \$696,593.69



TO: Mayor Linda Gorton
FROM: Jason G. Wells, Fire Chief
DATE: 09/17/2024
SUBJECT: Contract with American Response Vehicle

File Summary:

Request Council authorization to enter into a contract agreement with American Response Vehicle, (ARV) for the purchase of 1 new emergency care apparatus at the cost of \$436,936.00. The unit should be online Quarter 3 of 2026.

Contract termination language / clause: N/A

Why are you requesting?

This unit will replace a high mileage ageing unit. The unit scheduled for replacement will then be assigned to the division's reserve fleet, replacing older units.

The cost for this FY is: \$436,936.00.

The cost for future FY is: N/A

Are the funds budgeted? Yes.

Account information:

2614 505707 5713 96957 Fire_TRUCK_2024

Has an RFP been obtained? N/A

Sole source? N/A

Name of cooperative purchasing agreement if being utilized:

Yes, Houston Galveston Area Council, (HGAC). Contract #AM10-23.

File Number: L0946-24

Director/Commissioner: Wells/Armstrong



MAYOR LINDA GORTON



LEXINGTON

DAVID BARBERIE
ACTING COMMISSIONER
DEPARTMENT OF LAW

TO: Ken Armstrong, Commissioner,
Department of Public Safety

FROM: Department of Law

DATE: September 5, 2024

RE: American Response Vehicles Agreement
File No. 24-CC0227

You requested a review of an agreement with American Response Vehicles. If the Division of Fire agrees with the operational terms of the agreement, it may be entered into legistar.

Please contact me with any questions.

Michael R. Sanner
Attorney Sr.

cc: Jason G. Wells, Chief, Division of Fire

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4854-2945-5329, v. 1



H-GAC

Houston-Galveston Area Council
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Contract - American Response Vehicles, Inc. - Public Services - ID: 11090

MASTER GENERAL PROVISIONS

This Master Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and American Response Vehicles, Inc., hereinafter referred to as the Contractor, having its principal place of business at 521 Hillsdale Road, Columbia, MO 65201.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Master Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Master Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Master Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Master Agreement and bind the Contractor to the terms of this Master Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Master Agreement in accordance with all federal laws, executive orders, policies, procedures, applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Master Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: PUBLIC INFORMATION

Except as stated below, all materials submitted to H-GAC, including any attachments, appendices, or other information submitted as a part of a submission or Master Agreement, are considered public information, and become the property of H-GAC upon submission and may be reprinted, published, or distributed in any manner by H-GAC according to open records laws, requirements of the US Department of Labor and the State of Texas, and H-GAC policies and procedures. In the event the Contractor wishes to claim portions of the response are not subject to the Texas Public Information Act, it shall so; however, the determination of the Texas Attorney General as to whether such information must be disclosed upon a public request shall be binding on the Contractor. H-GAC will request such a determination only if Contractor bears all costs for preparation of the submission. H-GAC is not responsible for the return of creative examples of work submitted. H-GAC will not be held accountable if material from submissions is obtained without the written consent of the contractor by parties other than H-GAC, at any time during the evaluation process.

ARTICLE 4: INDEPENDENT CONTRACTOR

The execution of this Master Agreement and the rendering of services prescribed by this Master Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Master Agreement or act of H-GAC in performance of the Master Agreement shall be construed as making the Contractor the agent, servant, or employee of H-GAC, the State of Texas, or the United States Government. Employees of the Contractor are

subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 5: ANTI-COMPETITIVE BEHAVIOR

Contractor will not collude, in any manner, or engage in any practice which may restrict or eliminate competition or otherwise restrain trade.

ARTICLE 6: SUSPENSION AND DEBARMENT

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to the Federal Rule above, Respondent certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas and at all times during the term of the Contract neither it nor its principals will be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas Respondent shall immediately provide the written notice to H-GAC if at any time the Respondent learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. H-GAC may rely upon a certification of the Respondent that the Respondent is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the H-GAC knows the certification is erroneous.

ARTICLE 7: GOAL FOR CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN’S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (if subcontracts are to be let)

H-GAC’s goal is to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible in providing services under a contract. In accordance with federal procurements requirements of 2 CFR §200.321, if subcontracts are to be let, the prime contractor must take the affirmative steps listed below:

1. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
2. Assuring that small and minority businesses and women’s business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises;
5. Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 6.

Nothing in this provision will be construed to require the utilization of any firm that is either unqualified or unavailable. The Small Business Administration (SBA) is the primary reference and database for information on requirements related to Federal Subcontracting <https://www.sba.gov/federal-contracting/contracting-guide/prime-subcontracting>

NOTE: The term DBE as used in this solicitation is understood to encompass all programs/business enterprises such as: Small Disadvantaged Business (SDB), Historically Underutilized Business (HUB), Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE) or other designation as issued by a certifying agency.

Contractor agrees to work with and assist HGACBuy customer in meeting any DBE targets and goals, as may be required by any rules, processes, or programs they might have in place. Assistance may include compliance with reporting requirements, provision of documentation, consideration of Certified/Listed subcontractors, provision of documented evidence that an active participatory role for a DBE entity was

considered in a procurement transaction, etc.

ARTICLE 8: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Master Agreement.

ARTICLE 9: PERFORMANCE PERIOD

This Master Agreement shall be performed during the period which begins Oct 01 2023 and ends Sep 30 2027. All services under this Master Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 21, which shall be fully executed by both parties to this Master Agreement.

ARTICLE 10: PAYMENT OR FUNDING

Payment provisions under this Master Agreement are outlined in the Special Provisions. H-GAC will not pay for any expenses incurred prior to the execution date of a contract, or any expenses incurred after the termination date of the contract.

ARTICLE 11: PAYMENT FOR WORK

The H-GAC Customer is responsible for making payment to the Contractor upon delivery and acceptance of the goods or completion of the services and submission of the subsequent invoice.

ARTICLE 12: PAYMENT TERMS/PRE-PAYMENT/QUANTITY DISCOUNTS

If discounts for accelerated payment, pre-payment, progress payment, or quantity discounts are offered, they must be clearly indicated in the Contractor's submission prior to contract award. The applicability or acceptance of these terms is at the discretion of the Customer.

ARTICLE 13: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Master Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this Master Agreement with notice as identified in Article 29 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this Master Agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Master Agreement. Any additional reporting requirements shall be set forth in the Special Provisions of this Master Agreement.

ARTICLE 14: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Master Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 15: SUBCONTRACTS AND ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to assign, transfer, convey, sublet, or otherwise dispose of this Master Agreement or any right, title, obligation, or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Master Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 16: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Master Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be

conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 17: TAX EXEMPT STATUS

H-GAC and Customer members are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. Respondent must not include taxes in its Response. It is the responsibility of Contractor to determine the applicability of any taxes to an order and act accordingly. Exemption certificates will be provided upon request.

ARTICLE 18: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Master Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Master Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC. The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party Master Agreements.

ARTICLE 19: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Master Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 20: DISTRIBUTORS, VENDORS, RESELLERS

Contractor agrees and acknowledges that any such designations of distributors, vendors, resellers or the like are for the convenience of the Contractor only and the awarded Contractor will remain responsible and liable for all obligations under the Contract and the performance of any designated distributor, vendor, reseller, etc. Contractor is also responsible for receiving and processing any Customer purchase order in accordance with the Contract and forwarding of the Purchase Order to the designated distributor, vendor, reseller, etc. to complete the sale or service. H-GAC reserves the right to reject any entity acting on the Contractor's behalf or refuse to add entities after a contract is awarded.

ARTICLE 21: CHANGE ORDERS AND AMENDMENTS

- A. Any alterations, additions, or deletions to the terms of this Master Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

- B. To ensure the legal and effective performance of this Master Agreement, both parties agree that any amendment that affects the performance under this Master Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Master Agreement and shall be binding upon the parties as if written herein.
- C. Customers have the right to issue a change order to any purchase orders issued to the Contractor for the purposes of clarification or inclusion of additional specifications, qualifications, conditions, etc. The change order must be in writing and agreed upon by Contractor and the Customer agency prior to issuance of any Change Order. A copy of the Change Order must be provided by the Contractor to, and acknowledged by, H-GAC.

ARTICLE 22: CONTRACT ITEM CHANGES

- A. If a manufacturer discontinues a contracted item, that item will automatically be considered deleted from the contract with no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- B. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor must advise H-GAC of the details. H-GAC may allow or reject the change at its sole discretion. If the change is rejected, H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- C. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise H-GAC of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. If the change is rejected H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item or may take any other action deemed by H-GAC at its sole discretion, to be in the best interests of its Customers.
- D. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing will be automatically incorporated into the contract. However, Contractor must still provide written notice and an explanation of the changes to products and pricing. H-GAC will respond with written approval.

ARTICLE 23: CONTRACT PRICE ADJUSTMENTS

Price Decreases

If Contractor's Direct Cost decreases at any time during the full term of this award, Contractor must immediately pass the decrease on to H-GAC and lower its prices by the amount of the decrease in Direct Cost. (Direct Cost means Contractor's cost from the manufacturer of any item or if Contractor is the manufacturer, the cost of raw materials required to manufacture the item, plus costs of transportation from manufacturer to Contractor and Contractor to H-GAC. Contractor must notify H-GAC of price decreases in the same way as for price increases set out below. The price decrease shall become effective upon H-GAC's receipt of Contractor's notice. If Contractor routinely offers discounted contract pricing, H-GAC may request Contractor accept amended contract pricing equivalent to the routinely discounted pricing.

Price Increase

Contractors may request a price increase for items priced as Base Bid items and Published Options. The amount of any increase will not exceed actual documented increase in Contractor's Direct Cost and will not exceed 10% of

the previous bid price. Considerations on the percentage limit will be given if the price increase is the result of increased tariff charges or other governmental actions, or other economic factors. Manufacturer price/contract changes involving the sale of motor vehicles will be considered and may be allowed during the entire contract period subject to submission and verification of the proper documentation required for a contract change as referenced in this section.

Price Changes

Any permanent increase or decrease in offered pricing for a base contract item or published option is considered a price change. Temporary increases in pricing by whatever name (e.g., 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes. For published catalogs and price sheets as part of an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet must be submitted whenever the manufacturer publishes a new document. The request must include the new catalog or price sheet. All Products shall, at time of sale, be equipped as required under any then current applicable local, state, and federal government requirements. If, during any contract, changes are made to any government requirements which cause a manufacturer's costs of production to increase, Contractor may increase pricing to the extent of Contractor's actual cost increase. The increase must be substantiated with support documentation acceptable to H-GAC prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale are the responsibility of the Customer.

Requesting Price Increase/Required Documentation

Contractor must submit a written overview of changes requested and reasons for the request, stating the amount of the increase, along with an itemized list of any increased prices, showing the Contractor's current price, revised price, the actual dollar difference and the percentage of the price increase by line item. Price change requests must be supported with substantive documentation (e.g., notices from suppliers and manufacturers of pricing changes in products, components, transportation, raw materials or commodities, and/or product availability, copies of invoices from suppliers, etc.) clearly showing that Contractor's actual costs have increased per the applicable line-item bid. The Producer Price Index (PPI) may be used as partial justification, subject to approval by H-GAC, but no price increase based solely on an increase in the PPI will be allowed. This documentation should be submitted in Excel format to facilitate analysis and updating of the website. The letter and documentation must be sent to Lead Program Coordinator, james.glover@h-gac.com.

Review/Approval of Requests

If H-GAC approves the price increase, Contractor will be notified in writing; no price increase will be effective until Contractor receives this notice. If H-GAC does not approve Contractor's price increase, Contractor may terminate its performance upon sixty (60) days advance written notice to H-GAC, however Contractor must fulfill any outstanding Purchase Orders. Termination of performance is Contractor's only remedy if H-GAC does not approve the price increase. H-GAC reserves the right to accept or reject any price change request.

ARTICLE 24: DELIVERIES AND SHIPPING TERMS

The Contractor agrees to make deliveries only upon receipt of authorized Customer Purchase Order acknowledged by H-GAC. Delivery made without such Purchase Order will be at Contractor's risk and will leave H-GAC the option of canceling any contract awarded to the Contractor. The Contractor must secure and deliver any item within five (5) working days, or as agreed to on any corresponding customer Purchase Order.

Shipping must be Freight On Board Destination to the delivery location designated on the Customer purchase order. The Contractor will retain title and control of all goods until delivery is completed and the Customer has accepted the delivery. All risk of transportation and all related charges are the responsibility of the Contractor. The Customer will notify the Contractor and H-GAC promptly of any damaged goods and will assist the Contractor in arranging for inspection. The Contractor must file all claims for visible or concealed damage. Unless otherwise stated in the Master Agreement, deliveries must consist only of new and unused merchandise.

ARTICLE 25: RESTOCKING (EXCHANGES AND RETURNS)

There will be no restocking charge to the Customer for return or exchange of any item purchased under the terms of any award. If the Customer wishes to return items purchased under an awarded contract, the Contractor agrees

to exchange, these items for other items, with no additional charge incurred. Items must be returned to Contractor within thirty (30) days from date of delivery. If there is a difference in price in the items exchanged, the Contractor must notify H-GAC and invoice Customer for increase price or provide the Customer with a credit or refund for any decrease in price per Customer's preference. On items returned, a credit or cash refund will be issued by the Contractor to Customer. This return and exchange option will extend for thirty (30) days following the expiration of the term of the Contract. All items returned by the Customer must be unused and in the same merchantable condition as when received. Items that are special ordered may be returned only upon approval of the Contractor.

ARTICLE 26: MANUALS

Each product delivered under contract to any Customer must be delivered with at least one (1) copy of a safety and operating manual and any other technical or maintenance manual. The cost of the manual(s) must be included in the price for the Product offered.

ARTICLE 27: OUT OF STOCK, PRODUCT RECALLS, AND DISCONTINUED PRODUCTS

H-GAC does NOT purchase the products sold pursuant to a Solicitation or Master Agreement. Contractor is responsible for ensuring that notices and mailings, such as Out of Stock or Discontinued Notices, Safety Alerts, Safety Recall Notices, and customer surveys, are sent directly to the Customer with a copy sent to H-GAC. Customer will have the option of accepting any equivalent product or canceling the item from Customer's Purchase Order. Contractor is not authorized to make substitutions without prior approval.

ARTICLE 28: WARRANTIES, SALES, AND SERVICE

Warranties must be the manufacturer's standard and inclusive of any other warranty requirements stated in the Master Agreement; any warranties offered by a dealer will be in addition to the manufacturer's standard warranty and will not be a substitute for such. Pricing for any product must be inclusive of the standard warranty.

Contractor is responsible for the execution and effectiveness of all product warranty requests and any claims, Contractor agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

ARTICLE 29: TERMINATION PROCEDURES

The Contractor acknowledges that this Master Agreement may be terminated for Convenience or Default. H-GAC will not pay for any expenses incurred after the termination date of the contract.

A. Convenience

H-GAC may terminate this Master Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Master Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. Default

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Master Agreement, in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Master Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Master Agreements that completion of services herein specified within the Master Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period of ten (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

- (3) In the event of such termination, Contractor will notify H-GAC of any outstanding Purchase Orders and H-GAC will consult with the End User and notify the Contractor to what extent the End User wishes the Contractor to complete the Purchase Order. If Contractor is unable to do so, Contractor may be subject to a claim for damages from H-GAC and/or the End User.

ARTICLE 30: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Master Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Master Agreement, which shall continue in full force and effect.

ARTICLE 31: FORCE MAJEURE

To the extent that either party to this Master Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 32: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or Contractor's subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Master Agreement, shall participate in any decision relating to this Master Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Master Agreement.

- A. **Conflict of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires contractors contracting or seeking to contract with H-GAC to file a conflict-of-interest questionnaire (CIQ) if they have an employment or other business relationship with an H-GAC officer or an officer's close family member. The required questionnaire and instructions are located on the H-GAC website or at the Texas Ethics Commission website <https://www.ethics.state.tx.us/forms/CIQ.pdf>. H-GAC officers include its Board of Directors and Executive Director, who are listed on this website. Respondent must complete and file a CIQ with the Texas Ethics Commission if an employment or business relationship with H-GAC office or an officer's close family member as defined in the law exists.
- B. **Certificate of Interested Parties Form – Form 1295:** As required by Section 2252.908 of the Texas Government Code. H-GAC will not enter a Contract with Contractor unless (i) the Contractor submits a disclosure of interested parties form to H-GAC at the time the Contractor submits the contract H-GAC, or (ii) the Contractor is exempt from such requirement. The required form and instructions are located at the Texas Ethics Commission website https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Respondents who are awarded a Contract must submit their Form 1295 with the signed Contract to H-GAC.

ARTICLE 33: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. With regards to "Rights to Inventions Made Under a Contract or Master Agreement," If the Federal award meets the definition of "funding Master Agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding Master Agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Master Agreements," and any implementing regulations issued by the awarding agency. Contractor agrees to be wholly compliant with the provisions of 2 CFR 200, Appendix II. Additionally, for work to be performed under the Master Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b)

Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Master Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Master Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 34: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (EFFECTIVE AUG. 13, 2020 AND AS AMENDED OCTOBER 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. Respondent must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that offerors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 35: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, when using federal grant award funds H-GAC should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). H-GAC must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, then it shall work with H-GAC to provide all required certifications and other documentation needed to show compliance.

ARTICLE 36: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Master Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity

through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Master Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation, and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Master Agreement or which would adversely affect the Contractor's ability to perform services under this Master Agreement.

ARTICLE 37: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits, or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Master Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Master Agreement.

ARTICLE 38: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Master Agreement.

ARTICLE 39: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Master Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Master Agreement.

ARTICLE 40: JOINT WORK PRODUCT

This Master Agreement is the joint work product of H-GAC and the Contractor. This Master Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 41: PROCUREMENT OF RECOVERED MATERIAL

H-GAC and the Respondent must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), Respondent

certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

ARTICLE 42: COPELAND “ANTI-KICKBACK” ACT

Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the contract. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate agency instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

ARTICLE 43: DISCRIMINATION

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

- a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
- b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
- d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
- e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
- i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- j) The requirements of any other nondiscrimination statute(s) that may apply to the application.

ARTICLE 44: DRUG FREE WORKPLACE

Contractor must provide a drug-free workplace in accordance with the Drug-Free Workplace Act, as applicable. For the purposes of this Section, “drug-free” means a worksite at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance. H-GAC may request a copy of this policy.

ARTICLE 45: APPLICABILITY TO SUBCONTRACTORS

Respondent agrees that all contracts it awards pursuant to the contract awarded as a result of this Master Agreement will be bound by the foregoing terms and conditions.

ARTICLE 46: WARRANTY AND COPYRIGHT

Submissions must include all warranty information, including items covered, items excluded, duration, and renewability. Submissions must include proof of licensing if using third party code for programming.

ARTICLE 47: DATA HANDLING AND SECURITY

It will always be the responsibility of the selected Contractor to manage data transfer and to secure all data appropriately during the project to prevent unauthorized access to all data, products, and deliverables.

ARTICLE 48: DISPUTES

All disputes concerning questions of fact or of law arising under this Master Agreement, which are not addressed within the Whole Master Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Master Agreement and in accordance with H-GAC's final decision.

ARTICLE 49: CHOICE OF LAW: VENUE

This Master Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Master Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 50: ORDER OF PRIORITY

In the case of any conflict between or within this Master Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and 4) Other Attachments.

ARTICLE 51: WHOLE MASTER AGREEMENT

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. If this Master Agreement has not been signed by the Contractor within 30 calendar days, this Master Agreement will be automatically voided. The Master General Provisions, Master Special Provisions, and Attachments, as provided herein, constitute the complete Master Agreement between the parties hereto, and supersede any and all oral and written Master Agreements between the parties relating to matters herein. Except as otherwise provided herein, this Master Agreement cannot be modified without written consent of the parties.

ARTICLE 52: UNIVERSAL IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT (SAM)

In accordance with 2 CFR Title 2, Subtitle A, Chapter I, Part 25 as it applies to a Federal awarding agency's grants, cooperative agreements, loans, and other types of Federal financial assistance as defined in 2 CFR 25.406.

Contractor understands and as it relates to 2 CFR 25.205(a), a Federal awarding agency may not make a Federal award or financial modification to an existing Federal award to an applicant or recipient until the entity has complied with the requirements described in 2 CFR 25.200 to provide a valid unique entity identifier and maintain an active SAM registration (www.SAM.gov) with current information (other than any requirement that is not applicable because the entity is exempted under § 25.110). 2 CFR 25.200(b) requires that registration in the SAM **prior to submitting an application or plan**; and maintain an active SAM registration with current information, including information on a recipient's immediate and highest level owner and subsidiaries, as well as on all predecessors that have been awarded a Federal contract or grant within the last three years, if applicable, at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency; and provide its unique entity identifier in each application or plan it submits to the Federal awarding agency. To remain registered in the SAM database after the initial registration, the applicant is required to review and update its information in the SAM database on an annual basis from the date of initial registration or subsequent updates to ensure it is current, accurate and complete. At the time a Federal awarding agency is ready to make a Federal award, if the intended recipient has not complied with an applicable requirement to provide a unique entity identifier or maintain an active SAM registration with current information, the Federal awarding agency: (1) May determine that the applicant is not qualified to receive a Federal award; and (2) May use that determination as a basis for making a Federal award to another applicant.

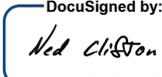
ARTICLE 53: PROCUREMENT OF RECOVERED MATERIALS

In accordance with 2 CFR 200.323, the Houston-Galveston Area Council and the Contractor or Subrecipient must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the Contractor or Subrecipient certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Agreement will be at least the amount required by the applicable contract specifications or other contractual requirements.

SIGNATURES:

H-GAC and the Contractor have read, agreed, and executed the whole Master Agreement as of the date first written above, as accepted by:

American Response Vehicles, Inc.

Signature 
A171DFA8FD1C45D...

Name Ned Clifton
Title Executive Vice President
Date 11/15/2023

H-GAC

Signature 
82EC270D5D61423...

Name Chuck Wemple
Title Executive Director
Date 11/16/2023

AMERICAN RESPONSE VEHICLES 521 Hillsdale, Columbia, MO. 65201 (573) 443-8881 • (888) 448-8881 • Fax: (573) 815-0051	SOLD & TITLED TO: <u>7-8-2024</u> <small>DATE</small> Lexington Fire Department
	219 E Third Street <small>PURCHASER'S NAME</small>
	Lexington Ky 40508 <small>CITY STATE ZIP</small>
	Assistant Gary Harris 859-231-5679 <small>CONTACT BUSINESS PHONE</small>

YEAR: 2025 **CHASSIS:** Frrightliner M-2 4x2 Diesel **BODY:** AEV X-Series Aluminum Medium Duty Custom Ambulances
TYPE: Medium Duty **COLOR:** Red **TRIM:** _____ **STOCK #:** _____
VIN: _____ **FTID #:** _____
TO BE DELIVERED WITHIN 700-900 * **SALES REPRESENTATIVE:** Rick Driskill **FIN:** _____

*** DAYS AFTER RECEIPT OF SIGNED SHOP ORDER CONFIRMATION**

CASH PRICE OF UNIT	PRICE
2025 AEV X-Series Alumium Custom 172"x96" Wide Ambulance- to match specifications provided on 5-23-2024	\$ 430,770.00
2025 M-@ Frieghtliner M2 106 Plus 4x2 Chassis	Included
Graphics and Lettering Package	Included
Installation of Customer Supplied Stryker POverload System	Included
Optional Danhard 125V HVAC System in addition to the two systems already included in the specifications	6,500.00
AEV/ARV Discount	(5,000.00)
Contingency Fund for additional options added by Lexington FD	10,000.00
Pre-Payment discount	(8,270.00)
Performance Bond cost per unit	1,936.00
Final Total	435,936.00
HGAC Fee per Purchase Order,AM 10-23 American Emergnecy Vehicles with ARV as the Licensed Contractor	1,000.00
**Contingency funds to only be used when authorized by Lexington FD for changes requested by LFD personal. These funds to be credited on Final Invoice if unused, or remaining balance adjusted accordingly.	
** This unit to start production at or near the same estimated August 2026. this will be based on receipt of chassis from Freightliner.	
** Pricing to be protected from order to date of final delivery, Customer reserves the right to make changes with no additional fees until Final Order Confirmation which occurs 6-8 months prior to production start at AEV	

USED VEHICLE TRADE-IN AND/OR OTHER CREDITS	CASH SALE PRICE OF DESCRIBED MOTOR VEHICLE	\$ 436,936.00
MAKE OF TRADE-IN:	DELIVERY	\$ Included
YEAR: MODEL: BODY:	1. TOTAL PRICE OF UNIT	\$ 436,946.00
VIN:	2. TOTAL DOWN PAYMENT:	0.0
USED TRADE-IN ALLOWANCE \$	CONSISTING OF <u>0.0</u> IN CASH AND/OR	
DEPOSIT OR CREDIT BALANCE \$	\$ <u>N/A</u> NET TRADE-IN ALLOWANCE ON	
DOWN PAYMENT (TRANSFER TO RIGHT) \$	TRADE-IN; SEE STATEMENT IN LEFT HAND COLUMN FOR DETAILS.	
	3. UNPAID CASH BALANCE DUE ON DELIVERY	\$ 436,936.00
	<small>(DIFFERENCE BETWEEN ITEMS 1 & 2)</small>	

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN AMERICAN RESPONSE VEHICLES, INC. ARE THEIRS, NOT AMERICAN RESPONSE VEHICLES, INC. AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES, UNLESS AMERICAN RESPONSE VEHICLES, INC. FURNISHES BUYER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY AMERICAN RESPONSE VEHICLES, INC. ON ITS OWN BEHALF, AMERICAN RESPONSE VEHICLES, INC. HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE: (A) ON ALL GOODS AND SERVICES SOLD BY AMERICAN RESPONSE VEHICLES, INC., AND (B) ON ALL USED VEHICLES WHICH ARE HEREBY SOLD "AS IS - NOT EXPRESSLY WARRANTED OR GUARANTEED."

THIS ORDER IS A BINDING CONTRACT AFTER ACCEPTANCE BELOW BY AMERICAN RESPONSE VEHICLES' AUTHORIZED REPRESENTATIVE.

THE FRONT AND BACK OF THIS ORDER COMPRISE THE ENTIRE AGREEMENT RELATING TO THIS PURCHASE AND NO OTHER AGREEMENT OR UNDERSTANDING OF ANY NATURE CONCERNING SAME HAS BEEN MADE OR ENTERED INTO, OR WILL IT BE RECOGNIZED, HEREIN OR OTHERWISE, THAT NO CREDIT HAS BEEN EXTENDED TO ME FOR THE PURCHASE OF THIS MOTOR VEHICLE EXCEPT AS APPEARS IN WRITING ON THE FACE OF THIS AGREEMENT. I HAVE READ THE MATTER PRINTED ON THE BACK HEREOF AND AGREE TO IT AS A PART OF THIS ORDER THE SAME AS IF IT WERE PRINTED ABOVE MY SIGNATURE. I CERTIFY THAT I AM OF LEGAL AGE AND HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THIS ORDER.

PURCHASER'S SIGNATURE _____ DATE _____



ACCEPTED BY: Rick Driskill
 AMERICAN RESPONSE VEHICLES, INC. AUTHORIZED REPRESENTATIVE

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.

RESOLUTION NO. ____-2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH AMERICAN RESPONSE VEHICLE, FOR PURCHASE OF A NEW EMERGENCY CARE APPARATUS AT A COST NOT TO EXCEED \$436,936.00.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Agreement, which is attached hereto and incorporated herein by reference, with American Response Vehicle, for purchase of a new emergency care apparatus.

Section 2 - That an amount, not to exceed the sum of \$436,936.00, be and hereby is approved for payment to American Response Vehicle, from account #2614-505707-96957

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

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

946-24:MRS: 4888-0494-4616, v. 1

RESOLUTION NO. 523-2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH AMERICAN RESPONSE VEHICLE, FOR PURCHASE OF A NEW EMERGENCY CARE APPARATUS AT A COST NOT TO EXCEED \$436,936.00.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Agreement, which is attached hereto and incorporated herein by reference, with American Response Vehicle, for purchase of a new emergency care apparatus.

Section 2 - That an amount, not to exceed the sum of \$436,936.00, be and hereby is approved for payment to American Response Vehicle, from account #2614-505707-96957

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

PASSED URBAN COUNTY COUNCIL:

October 24, 2024



MAYOR

ATTEST:



CLERK OF URBAN COUNTY COUNCIL

946-24:MRS: 4888-0494-4616, v. 1



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0947-24

File ID: 0947-24

Type: Resolution

Status: Approved

Version: 1

Contract #:

In Control: Urban County Council

File Created: 09/17/2024

File Name: Easement Acquisition St. Martins Village PS

Final Action: 10/24/2024

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute Certificates of Consideration and other necessary documents, and to accept deeds from owners of record, for property interests needed for the St. Martins Village Pump Station Elimination Project, at a cost not to exceed \$30,000. [Div. of Water Quality, Martin]

Notes: 361 and 421 Price Road stamped and filed in the CCO.4/22/2025 ms

Sponsors:

Enactment Date: 10/24/2024

Attachments: Blue Sheet Memo, Project Area Map - St Martins Village PS Elim, 0947-24- St Martins Village PS Elimination Project interests 4881-5570-3277 v.1.docx, R-524-2024

Enactment Number: R-524-2024

Deed #: 8615

Hearing Date:

Drafter: Christina King

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	10/08/2024	Approved and Referred to Docket	Urban County Council	10/10/2024		Pass
1	Urban County Council	10/10/2024	Received First Reading	Urban County Council	10/24/2024		
1	Urban County Council	10/24/2024	Approved				Pass

Text of Legislative File 0947-24

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute Certificates of Consideration and other necessary documents, and to accept deeds from owners of record, for property interests needed for the St. Martins Village Pump Station Elimination Project, at a cost not to exceed \$30,000. [Div. of Water Quality, Martin]

Summary

Authorization to accept Deeds of Easement from the owners of record on properties needed for the construction of the St. Martins Village Pump Station Elimination Project, at a cost not to exceed \$30,000.00. Funds are Budgeted. (L0947-24) (Martin/Albright)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes Evan Thompson 9/17/24

Risk Management: No

Fully Budgeted: Yes

Account Number: 4003-303408-3468-92811

This Fiscal Year Impact: \$30,000.00

Annual Impact: \$

Project: STMARTINPS_2023

Activity: CONSTRUCT_CAP

Budget Reference:

Current Balance: \$914,000.00



TO: Mayor Linda Gorton
Urban County Council

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

DATE: September 12, 2024

SUBJECT: Easement Acquisitions for the St. Martins Village Pump Station Elimination Project

Request

The purpose of this memorandum is to request a resolution authorizing the acceptance of Deeds of Easement from the owners of record on properties needed for the construction of the St. Martins Village Pump Station Elimination Project, at a cost not to exceed \$30,000.00.

Purpose of Request

The requested resolution will provide funds to purchase permanent sanitary sewer and temporary construction easements on two (2) commonly owned affected parcels.

Project Cost in FY25 and Future Budget Years

The cost to acquire the necessary easements will not exceed \$30,000.00.

Are Funds Budgeted

The funds are budgeted in the following account:

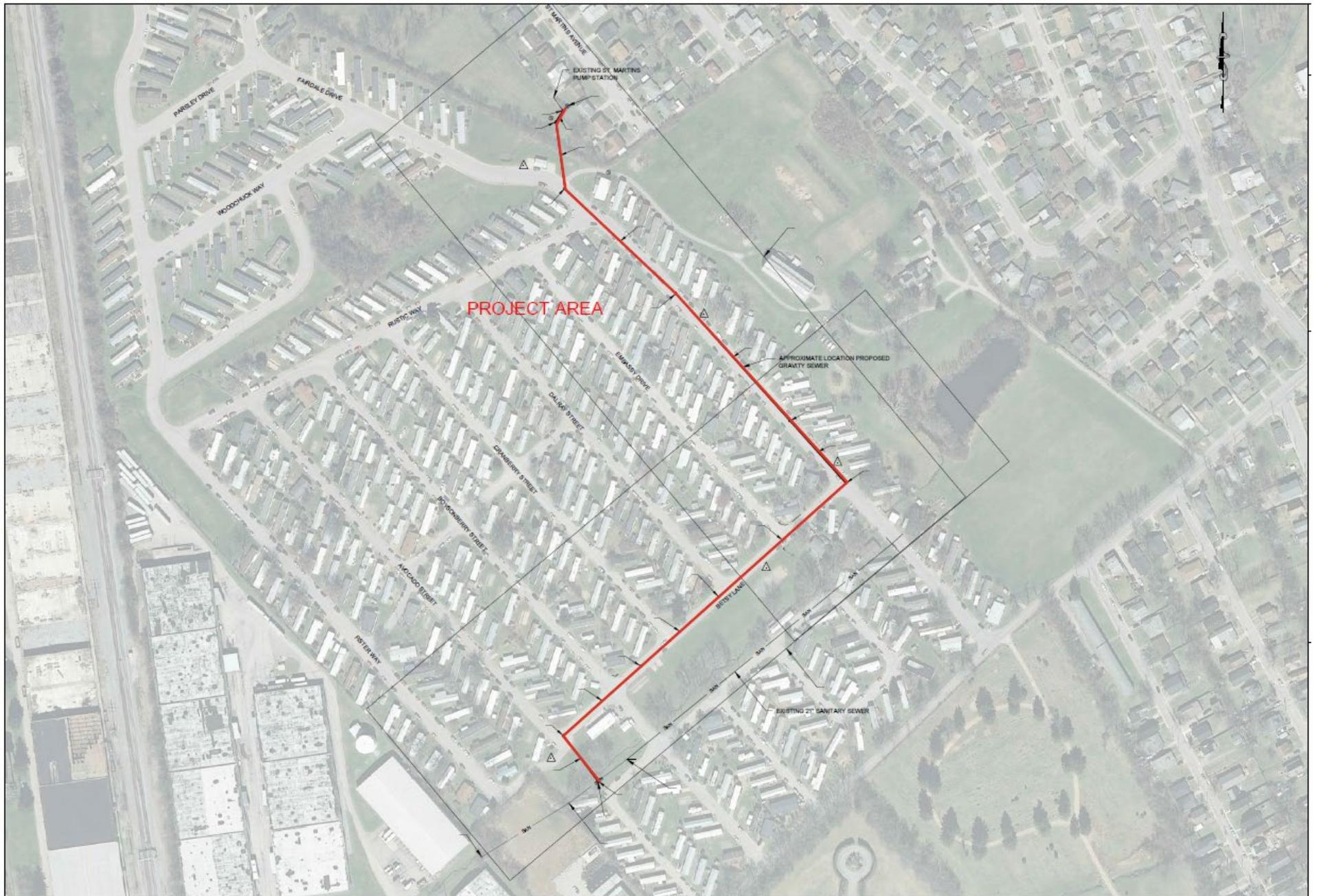
<u>FUND</u>	<u>DEPT ID</u>	<u>SECT</u>	<u>ACCT</u>	<u>PROJECT</u>	<u>ACTIVITY</u>	<u>BUD REF</u>
4003	303408	3468	92811	STMARTINPS_2023	CONSTRUCT_CAP	2023

Director / Commissioner

Martin / Albright



St Martins Village Pump Station Elimination - Project Area Map



RESOLUTION NO. _____ – 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CERTIFICATES OF CONSIDERATION AND OTHER NECESSARY DOCUMENTS, AND TO ACCEPT DEEDS FROM OWNERS OF RECORD, FOR PROPERTY INTERESTS NEEDED FOR THE ST. MARTINS VILLAGE PUMP STATION ELIMINATION PROJECT, AT A COST NOT TO EXCEED \$30,000.00.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute certificates of consideration and other necessary documents, and to accept deeds from owners of record, for property interests needed for the St. Martins Village Pump Station Elimination Project, at a cost not to exceed \$30,000.00.

Section 2 – That an amount, not to exceed the sum of \$30,000.00, be and hereby is approved for payment to property owners, plus usual and appropriate closing costs, all from account # 4003-303408-3468-92811, at the time of closing.

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

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0947-24:EPT:4881-5570-3277, v. 1

RESOLUTION NO. 524 – 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CERTIFICATES OF CONSIDERATION AND OTHER NECESSARY DOCUMENTS, AND TO ACCEPT DEEDS FROM OWNERS OF RECORD, FOR PROPERTY INTERESTS NEEDED FOR THE ST. MARTINS VILLAGE PUMP STATION ELIMINATION PROJECT, AT A COST NOT TO EXCEED \$30,000.00.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute certificates of consideration and other necessary documents, and to accept deeds from owners of record, for property interests needed for the St. Martins Village Pump Station Elimination Project, at a cost not to exceed \$30,000.00.

Section 2 – That an amount, not to exceed the sum of \$30,000.00, be and hereby is approved for payment to property owners, plus usual and appropriate closing costs, all from account # 4003-303408-3468-92811, at the time of closing.

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

PASSED URBAN COUNTY COUNCIL: October 24, 2024



MAYOR

ATTEST:



CLERK OF URBAN COUNTY COUNCIL

0947-24:EPT:4881-5570-3277, v. 1



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0950-24

File ID: 0950-24

Type: Resolution

Status: Approved

Version: 1

Contract #:

In Control: Urban County Council

File Created: 09/17/2024

File Name: FY25 GO Bonds, Series 2024B Advertisement For Bids

Final Action: 10/24/2024

Title:

A Resolution of the Lexington-Fayette Urban County Government authorizing the advertisement for bids and the distribution of a Preliminary Official Statement for the purchase of the principal amount of its (I) Various Purpose General Obligation Bonds, Series 2024B, in an aggregate principal amount of \$46,250,000 (which amount may be increased by an amount of up to ten percent (10%) or decreased by an unlimited amount).
[Dept. of Finance, Hensley]

Notes:

Sponsors:

Enactment Date: 10/24/2024

Attachments: Memo FY25 GO Bonds Advertisement Resolution, Resolution Ad for Bids (New Money) - LFUCG - 2024B - GO - (2024)(45364409.2), R-525-2024

Enactment Number: R-525-2024

Deed #:

Hearing Date:

Drafter: Robin Adams

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	10/08/2024	Approved and Referred to Docket	Urban County Council	10/10/2024		Pass
1	Urban County Council	10/10/2024	Received First Reading	Urban County Council	10/24/2024		
1	Urban County Council	10/24/2024	Approved				Pass

Text of Legislative File 0950-24

Title

A Resolution of the Lexington-Fayette Urban County Government authorizing the advertisement for bids and the distribution of a Preliminary Official Statement for the

purchase of the principal amount of its (I) Various Purpose General Obligation Bonds, Series 2024B, in an aggregate principal amount of \$46,250,000 (which amount may be increased by an amount of up to ten percent (10%) or decreased by an unlimited amount). [Dept. of Finance, Hensley]

Summary

Authorization to approve advertisement for bids and the distribution of a Preliminary Official Statement, for the purchase of the Lexington-Fayette Urban County Government Various Purpose General Obligation Bonds, Series 2024B in an aggregate principal amount of \$46,250,000 (which May be increased by 10%). Costs are included in the issuance of the bonds. (L0950-24) (Hensley)

Budgetary Implications: No

Advance Document Review:

Law: Yes, Completed by David Barberie, September 17, 2024

Risk Management: No

Fully Budgeted: Cost is included in the Issuance of the bonds per the Ordinance authorizing the sale of the bonds.

Account Number: 1101-141401-1680-78402

This Fiscal Year Impact: \$0

Annual Impact: \$0

Project:

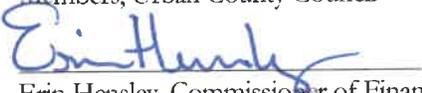
Activity:

Budget Reference:

Current Balance:



TO: Mayor Linda Gorton
Members, Urban County Council

FROM: 
Erin Hensley, Commissioner of Finance

DATE: September 17, 2024

SUBJECT: Resolution to authorize advertisement for bids for the FY25 GO 2024B Various Purpose Project Bonds

Request

Authorization to: Approve advertisement for bids and the distribution of a Preliminary Official Statement for the purchase of the Lexington-Fayette Urban County Government Various Purpose General Obligation Bonds, Series 2024B in an aggregate principal amount of \$46,250,000 (which may be increased by 10% o).

Why are you requesting?

Department needs this action completed because: Advertisement for bids and distribution of a Preliminary Official Statement are required components of the Issuance of the FY2025 GO 2024B CIP Bonds.

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

The cost for this FY is: Cost is included in the Issuance of the Bonds per the Ordinance Authorizing the sale of the bonds.

The cost for future FY is: None

Are the funds budgeted?

The funds are budgeted

Account number: 1101-141401-1680-78402



File Number: 0950 - 24
Commissioner: Erin Hensley



200 East Main St., Lexington, KY 40507 / 859.425.2255 Phone / 859.258.3385 Fax / lexingtonky.gov



RESOLUTION NO. _____

A RESOLUTION OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT AUTHORIZING THE ADVERTISEMENT FOR BIDS AND THE DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT FOR THE PURCHASE OF THE PRINCIPAL AMOUNT OF ITS (I) VARIOUS PURPOSE GENERAL OBLIGATION BONDS, SERIES 2024B, IN AN AGGREGATE PRINCIPAL AMOUNT OF \$46,250,000 (WHICH AMOUNT MAY BE INCREASED BY AN AMOUNT OF UP TO TEN PERCENT (10%) OR DECREASED BY AN UNLIMITED AMOUNT)

WHEREAS, the Lexington-Fayette Urban County Government has previously determined the necessity of financing the acquisition of various projects for departments within the Lexington-Fayette Urban County Government, including, but not limited to (i) a new senior and therapeutic center, Jacobson Park trail improvements, paving data collection, radar trailers, new police cars, road construction and improvements, road resurfacing, road maintenance, road upgrades, streetscapes and sidewalk improvements, public art and beautification projects, renovations, repairs and upgrades related to public buildings, vehicle acquisitions, and various other improvements within departments of the Lexington-Fayette Urban County Government, (ii) providing funding for a program to preserve and manage agricultural, rural and natural lands, including the purchase of conservation easements or development rights (collectively, the “Series 2024B Project”), and (iii) paying certain costs related to the issuance of the Series 2024B Bonds.; and

WHEREAS, the Lexington-Fayette Urban County Government has determined to proceed with the advertisement of bids for the purchase of its (i) Various Purpose General Obligation Bonds, Series 2024B, in one or more subseries on a tax-exempt or taxable basis in the principal amount of \$46,250,000 (which amount may be increased by an amount of up to ten percent (10%) or decreased by an unlimited amount) (the “Series 2024B Bonds”), in order to (a) provide funds to finance a portion of the Series 2024B Project, and (b) pay the costs of issuing the Series 2024B Bonds; and

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (THE “URBAN COUNTY COUNCIL”):

SECTION 1. The Lexington-Fayette Urban County Government, an urban county government and political subdivision of the Commonwealth of Kentucky, shall issue its (i) Series 2024B Bonds in one or more subseries on a tax-exempt or taxable basis in the principal amount of \$46,250,000 (which amount may be increased by an amount of up to ten percent (10%) or

decreased by an unlimited amount), in order to (a) provide funds for the Series 2024B Project as identified above; and (b) pay the costs of issuing the Series 2024B Bonds.

SECTION 2. The Lexington-Fayette Urban County Government shall comply with the requirements of Chapter 66 and 424 of the Kentucky Revised Statutes by advertising for bids for the purchase of the Series 2024B Bonds. Advertisement may be publicized by newspaper publication in *The Courier-Journal*, published in Louisville, Kentucky; the *Lexington Herald-Leader*, published in Lexington, Kentucky; and *The Bond Buyer*, published in New York City, New York; or, in the alternative, by posting a notice of sale to a nationally recognized electronic bidding system. The Mayor, the Clerk of the Urban County Council, the Commissioner of Finance and/or Chief Administrative Officer are hereby authorized to prepare such instruments and to distribute such information as shall be necessary to accomplish the foregoing, including preparation of a Preliminary Official Statement (the “Preliminary Official Statement”) which Preliminary Official Statement is to be deemed final in accordance with Rule 15c2-12 of the Securities and Exchange Commission (the “Rule”). In order to enable prospective purchasers to submit bids for the purchase of the Series 2024B Bonds, the Lexington-Fayette Urban County Government hereby covenants and agrees that it will execute, comply with and carry out all of the provisions of a continuing disclosure certificate (the “Continuing Disclosure Certificate”) in connection with the issuance of the Series 2024B Bonds. Failure to comply with any such provisions of the Continuing Disclosure Certificate shall not constitute a default on the Series 2024B Bonds; however, any holder of the Series 2024B Bonds, including the beneficial owners of the Series 2024B Bonds, may take such action as may be necessary and appropriate, including seeking specific performance, to cause the Lexington-Fayette Urban County Government to comply with its obligations under the Continuing Disclosure Certificate. Further, the Mayor is hereby authorized and directed on behalf of the Lexington-Fayette Urban County Government to execute all such instruments as shall be necessary to accomplish all of the foregoing.

SECTION 3. Such proposals shall be received and reviewed by the Commissioner of Finance and shall be acted upon by the Mayor on that same day in accordance with the terms of the bond ordinance with respect to the Series 2024B Bonds.

SECTION 4. The Mayor shall, in a certificate of award accepting the successful bid for the Series 2024B Bonds (the “Series 2024B Certificate of Award”), determine the exact principal amount of Series 2024B Bonds to be issued, the subseries designations of the Series 2024B Bonds, the rate or rates of interest which said Series 2024B Bonds shall bear, redemption provisions and

the interest rate or rates on said Series 2024B Bonds shall be automatically fixed at the rate or rates set out in the successful bid accepted by said Series 2024B Certificate of Award. The proceeds of the sale of the Series 2024B Bonds shall be applied to the costs of the Series 2024B Project and paying the costs of issuance of the Series 2024B Bonds, and shall be expended as provided in the bond ordinance authorizing the Series 2024B Bonds.

SECTION 5. In the event that no bid shall be accepted for the purchase of the Series 2024B Bonds, bids may again be solicited for the purchase of the Series 2024B Bonds at a future date and hour at the discretion of the Mayor and the Commissioner of Finance, without the necessity of further authorization by the Urban County Council of the Lexington-Fayette Urban County Government.

SECTION 6. All resolutions or orders or parts thereof, if any, in conflict with the provisions of this Resolution, are to the extent of such conflict, hereby repealed.

SECTION 7. This Resolution shall become effective upon the date of its passage.

[Remainder of page intentionally left blank]

INTRODUCED AND GIVEN FIRST READING AND SECOND READING AND ADOPTED at a duly convened meeting of Urban County Council of the Lexington-Fayette Urban County Government held on the ____ day of _____, 2024, signed by the Mayor, attested under seal by the Clerk of Urban County Council, and ordered to be published, filed and indexed as provided by law.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: _____
Linda Gorton
Mayor

ATTEST:

By: _____
Abigail Allan
Urban County Council Clerk

CERTIFICATE

I, the undersigned, Urban County Council Clerk of the Lexington-Fayette Urban County Government, do hereby certify that the foregoing Resolution is a true and complete copy of a certain Resolution duly adopted by the Urban County Council of said Lexington-Fayette Urban County Government at a lawfully convened meeting of the Urban County Council of the Lexington-Fayette Urban County Government held on _____, 2024, signed by the Mayor and now in full force and effect, all as appears from the official records of the Lexington-Fayette Urban County Government in my possession and under my control.

I do hereby further certify that said Resolution has not been amended, modified, superseded or repealed and that same remains in full force and effect as of the date of this Certificate.

WITNESS my hand as of this ____ day of _____, 2024.

Urban County Council Clerk

[SEAL]

CERTIFICATE

I do hereby certify that the title to this enactment contains an accurate synopsis of the contents thereof and may be used to satisfy the reading and publication requirements of law.

DINSMORE & SHOHL LLP

By: _____
John C. Merchant, Esq.
Attorney at Law

RESOLUTION NO. 525-2024

A RESOLUTION OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT AUTHORIZING THE ADVERTISEMENT FOR BIDS AND THE DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT FOR THE PURCHASE OF THE PRINCIPAL AMOUNT OF ITS (I) VARIOUS PURPOSE GENERAL OBLIGATION BONDS, SERIES 2024B, IN AN AGGREGATE PRINCIPAL AMOUNT OF \$46,250,000 (WHICH AMOUNT MAY BE INCREASED BY AN AMOUNT OF UP TO TEN PERCENT (10%) OR DECREASED BY AN UNLIMITED AMOUNT)

WHEREAS, the Lexington-Fayette Urban County Government has previously determined the necessity of financing the acquisition of various projects for departments within the Lexington-Fayette Urban County Government, including, but not limited to (i) a new senior and therapeutic center, Jacobson Park trail improvements, paving data collection, radar trailers, new police cars, road construction and improvements, road resurfacing, road maintenance, road upgrades, streetscapes and sidewalk improvements, public art and beautification projects, renovations, repairs and upgrades related to public buildings, vehicle acquisitions, and various other improvements within departments of the Lexington-Fayette Urban County Government, (ii) providing funding for a program to preserve and manage agricultural, rural and natural lands, including the purchase of conservation easements or development rights (collectively, the “Series 2024B Project”), and (iii) paying certain costs related to the issuance of the Series 2024B Bonds; and

WHEREAS, the Lexington-Fayette Urban County Government has determined to proceed with the advertisement of bids for the purchase of its (i) Various Purpose General Obligation Bonds, Series 2024B, in one or more subseries on a tax-exempt or taxable basis in the principal amount of \$46,250,000 (which amount may be increased by an amount of up to ten percent (10%) or decreased by an unlimited amount) (the “Series 2024B Bonds”), in order to (a) provide funds to finance a portion of the Series 2024B Project, and (b) pay the costs of issuing the Series 2024B Bonds; and

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (THE “URBAN COUNTY COUNCIL”):

SECTION 1. The Lexington-Fayette Urban County Government, an urban county government and political subdivision of the Commonwealth of Kentucky, shall issue its (i) Series 2024B Bonds in one or more subseries on a tax-exempt or taxable basis in the principal amount of \$46,250,000 (which amount may be increased by an amount of up to ten percent (10%) or

decreased by an unlimited amount), in order to (a) provide funds for the Series 2024B Project as identified above; and (b) pay the costs of issuing the Series 2024B Bonds.

SECTION 2. The Lexington-Fayette Urban County Government shall comply with the requirements of Chapter 66 and 424 of the Kentucky Revised Statutes by advertising for bids for the purchase of the Series 2024B Bonds. Advertisement may be publicized by newspaper publication in *The Courier-Journal*, published in Louisville, Kentucky; the *Lexington Herald-Leader*, published in Lexington, Kentucky; and *The Bond Buyer*, published in New York City, New York; or, in the alternative, by posting a notice of sale to a nationally recognized electronic bidding system. The Mayor, the Clerk of the Urban County Council, the Commissioner of Finance and/or Chief Administrative Officer are hereby authorized to prepare such instruments and to distribute such information as shall be necessary to accomplish the foregoing, including preparation of a Preliminary Official Statement (the “Preliminary Official Statement”) which Preliminary Official Statement is to be deemed final in accordance with Rule 15c2-12 of the Securities and Exchange Commission (the “Rule”). In order to enable prospective purchasers to submit bids for the purchase of the Series 2024B Bonds, the Lexington-Fayette Urban County Government hereby covenants and agrees that it will execute, comply with and carry out all of the provisions of a continuing disclosure certificate (the “Continuing Disclosure Certificate”) in connection with the issuance of the Series 2024B Bonds. Failure to comply with any such provisions of the Continuing Disclosure Certificate shall not constitute a default on the Series 2024B Bonds; however, any holder of the Series 2024B Bonds, including the beneficial owners of the Series 2024B Bonds, may take such action as may be necessary and appropriate, including seeking specific performance, to cause the Lexington-Fayette Urban County Government to comply with its obligations under the Continuing Disclosure Certificate. Further, the Mayor is hereby authorized and directed on behalf of the Lexington-Fayette Urban County Government to execute all such instruments as shall be necessary to accomplish all of the foregoing.

SECTION 3. Such proposals shall be received and reviewed by the Commissioner of Finance and shall be acted upon by the Mayor on that same day in accordance with the terms of the bond ordinance with respect to the Series 2024B Bonds.

SECTION 4. The Mayor shall, in a certificate of award accepting the successful bid for the Series 2024B Bonds (the “Series 2024B Certificate of Award”), determine the exact principal amount of Series 2024B Bonds to be issued, the subseries designations of the Series 2024B Bonds, the rate or rates of interest which said Series 2024B Bonds shall bear, redemption provisions and

the interest rate or rates on said Series 2024B Bonds shall be automatically fixed at the rate or rates set out in the successful bid accepted by said Series 2024B Certificate of Award. The proceeds of the sale of the Series 2024B Bonds shall be applied to the costs of the Series 2024B Project and paying the costs of issuance of the Series 2024B Bonds, and shall be expended as provided in the bond ordinance authorizing the Series 2024B Bonds.

SECTION 5. In the event that no bid shall be accepted for the purchase of the Series 2024B Bonds, bids may again be solicited for the purchase of the Series 2024B Bonds at a future date and hour at the discretion of the Mayor and the Commissioner of Finance, without the necessity of further authorization by the Urban County Council of the Lexington-Fayette Urban County Government.

SECTION 6. All resolutions or orders or parts thereof, if any, in conflict with the provisions of this Resolution, are to the extent of such conflict, hereby repealed.

SECTION 7. This Resolution shall become effective upon the date of its passage.

[Remainder of page intentionally left blank]

INTRODUCED AND GIVEN FIRST READING AND SECOND READING AND ADOPTED at a duly convened meeting of Urban County Council of the Lexington-Fayette Urban County Government held on the 24th day of October, 2024, signed by the Mayor, attested under seal by the Clerk of Urban County Council, and ordered to be published, filed and indexed as provided by law.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Linda Gorton

By: _____
Linda Gorton
Mayor

ATTEST:

By: *Abigail Allan*
Abigail Allan
Urban County Council Clerk

CERTIFICATE

I, the undersigned, Urban County Council Clerk of the Lexington-Fayette Urban County Government, do hereby certify that the foregoing Resolution is a true and complete copy of a certain Resolution duly adopted by the Urban County Council of said Lexington-Fayette Urban County Government at a lawfully convened meeting of the Urban County Council of the Lexington-Fayette Urban County Government held on October 24, 2024, signed by the Mayor and now in full force and effect, all as appears from the official records of the Lexington-Fayette Urban County Government in my possession and under my control.

I do hereby further certify that said Resolution has not been amended, modified, superseded or repealed and that same remains in full force and effect as of the date of this Certificate.

WITNESS my hand as of this 25th day of October, 2024.


Urban County Council Clerk

[SEAL]

CERTIFICATE

I do hereby certify that the title to this enactment contains an accurate synopsis of the contents thereof and may be used to satisfy the reading and publication requirements of law.

DINSMORE & SHOHL LLP

By: _____
John C. Merchant, Esq.
Attorney at Law



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0951-24

File ID: 0951-24

Type: Ordinance

Status: Approved

Version: 1

Contract #:

In Control: Urban County Council

File Created: 09/17/2024

File Name: FY25 GO Bonds, Series 2024B Issuance and Sale

Final Action: 10/24/2024

Title:

An Ordinance of the Lexington-Fayette Urban County Government authorizing the issuance of its Various Purpose General Obligation Bonds, Series 2024B, in one or more subseries, in an aggregate principal amount of \$46,250,000 (which amount may be increased by an amount of up to ten percent (10%) or decreased by an unlimited amount); approving a form of Series 2024B Bonds; authorizing designated officers to execute and deliver the Series 2024B Bonds; authorizing and directing the filing of notice with the State Local Debt Officer; providing for the payment and security of the Series 2024B Bonds; maintaining a Sinking Fund; creating a Bond Payment Fund for the Series 2024B Bonds; authorizing acceptance of the bid(s) of the bond purchaser of the Series 2024B Bonds; and repealing inconsistent ordinances. [Dept. of Finance, Hensley]

Notes:

Sponsors:

Enactment Date: 10/24/2024

Attachments: Memo FY25 GO 2024B Issuance & Sale Ordinance, Ordinance (New Money - 2024B - LFUCG - 2024B - GO (2024)(45364413.1) (002), O-113-2024

Enactment Number: O-113-2024

Deed #:

Hearing Date:

Drafter: Robin Adams

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	10/08/2024	Approved and Referred to Docket	Urban County Council	10/10/2024		Pass
1	Urban County Council	10/10/2024	Received First Reading	Urban County Council	10/24/2024		
1	Urban County Council	10/24/2024	Approved				Pass

Text of Legislative File 0951-24

Title

An Ordinance of the Lexington-Fayette Urban County Government authorizing the issuance of its Various Purpose General Obligation Bonds, Series 2024B, in one or more subseries, in an aggregate principal amount of \$46,250,000 (which amount may be increased by an amount of up to ten percent (10%) or decreased by an unlimited amount); approving a form of Series 2024B Bonds; authorizing designated officers to execute and deliver the Series 2024B Bonds; authorizing and directing the filing of notice with the State Local Debt Officer; providing for the payment and security of the Series 2024B Bonds; maintaining a Sinking Fund; creating a Bond Payment Fund for the Series 2024B Bonds; authorizing acceptance of the bid(s) of the bond purchaser of the Series 2024B Bonds; and repealing inconsistent ordinances. [Dept. of Finance, Hensley]

Summary

Authorization to approve the Sale and Issuance of the Lexington-Fayette Urban County Government Various Purpose General Obligation Bonds, Series 2024B in an aggregate principal amount of \$46,250,000 (which may be increased by 10%). The anticipated debt service cost for FY 2025 is \$2,450,603.00 and payments will be required for 20 years. Funds are budgeted. (L0951-24) (Hensley)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by David Barberie, September 17, 2024

Risk Management: No

Fully Budgeted: Yes

Account Number: 1101-141401-1680-78402

This Fiscal Year Impact: \$2,450,603.00

Annual Impact: \$2,700,000 annually for 20 years.

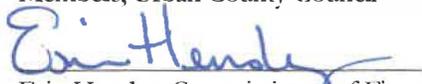
Project:

Activity:

Budget Reference:

Current Balance: \$2,450,603

TO: Mayor Linda Gorton
Members, Urban County Council

FROM: 
Erin Hensley, Commissioner of Finance

DATE: September 17, 2024

SUBJECT: Authorization for Issuance and Sale of the FY25 GO 2024B Various Purpose Project Bonds

Request

Authorization to: Approve the Sale and Issuance of the Lexington-Fayette Urban County Government Various Purpose General Obligation, Series 2024B in an aggregate principal amount of \$46,250,000 (which may be increased by 10%).

Why are you requesting?

Department needs this action completed because: This Ordinance will permit the sale of the 2024B Various Purpose General Obligation Bonds of which the bond proceeds will provide funding for a new senior and therapeutic center, Jacobson Park trail improvements, paving data collection, radar trailers, new police cars, road construction and improvements, road resurfacing, road maintenance, road upgrades, streetscapes and sidewalk improvements, public art and beautification projects, renovations, repairs and upgrades related to public buildings, vehicle acquisitions, and various other improvements within departments of the Lexington-Fayette Urban County Government, (ii) providing funding for a program to preserve and manage agricultural, rural and natural lands, including the purchase of conservation easements or development rights (collectively, the "Series 2024B Project").

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

The cost for this FY is: \$2,450,603.00

The cost for future FY is: To be determined, based on interest rate at time of sale.



Are the funds budgeted?

The funds are budgeted.

Account number: 1101-141401-1680-78402

File Number: 0951 - 24

Commissioner: Erin Hensley



ORDINANCE NO. _____

AN ORDINANCE OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT AUTHORIZING THE ISSUANCE OF ITS VARIOUS PURPOSE GENERAL OBLIGATION BONDS, SERIES 2024B, IN ONE OR MORE SUBSERIES, IN AN AGGREGATE PRINCIPAL AMOUNT OF \$46,250,000 (WHICH AMOUNT MAY BE INCREASED BY AN AMOUNT OF UP TO TEN PERCENT (10%) OR DECREASED BY AN UNLIMITED AMOUNT); APPROVING A FORM OF SERIES 2024B BONDS; AUTHORIZING DESIGNATED OFFICERS TO EXECUTE AND DELIVER THE SERIES 2024B BONDS; AUTHORIZING AND DIRECTING THE FILING OF NOTICE WITH THE STATE LOCAL DEBT OFFICER; PROVIDING FOR THE PAYMENT AND SECURITY OF THE SERIES 2024B BONDS; MAINTAINING A SINKING FUND; CREATING A BOND PAYMENT FUND FOR THE SERIES 2024B BONDS; AUTHORIZING ACCEPTANCE OF THE BID(S) OF THE BOND PURCHASER OF THE SERIES 2024B BONDS; AND REPEALING INCONSISTENT ORDINANCES.

WHEREAS, the Lexington-Fayette Urban County Government has previously determined the necessity of financing the acquisition of various projects for departments within the Lexington-Fayette Urban County Government, including, but not limited to (i) a new senior and therapeutic center, Jacobson Park trail improvements, paving data collection, radar trailers, new police cars, road construction and improvements, road resurfacing, road maintenance, road upgrades, streetscapes and sidewalk improvements, public art and beautification projects, renovations, repairs and upgrades related to public buildings, vehicle acquisitions, and various other improvements within departments of the Lexington-Fayette Urban County Government, (ii) providing funding for a program to preserve and manage agricultural, rural and natural lands, including the purchase of conservation easements or development rights (collectively, the “Series 2024B Project”), and (iii) paying certain costs related to the issuance of the Series 2024B Bonds; and

WHEREAS, pursuant to the Constitution and laws of the Commonwealth of Kentucky, and particularly KRS 66.011 *et. seq.* (the “Act”), an urban county government may issue bonds, subject to the requirements of the Act, to pay all or any portion of the costs of the Series 2024B Project; and

WHEREAS, the Lexington-Fayette Urban County Government has determined that it is in the best interests of the Lexington-Fayette Urban County Government that the Series 2024B Project should be financed and refinanced through the issuance of Lexington-Fayette Urban County Government Various Purpose General Obligation Bonds, Series 2024B, in one or more subseries on a tax-exempt or taxable basis as hereinafter provided, in an aggregate principal amount of \$46,250,000 (which amount may be increased by an amount of up to ten percent (10%) or decreased by an unlimited amount) (the “Series 2024B Bonds”) to be sold and awarded to the

successful bidder(s) (the “Purchaser(s)”) at public, competitive sale in accordance with the provisions of Chapter 424 of the Kentucky Revised Statutes, as amended;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, AS FOLLOWS:

SECTION 1. Necessity, Authorization and Purpose of General Obligation Bonds.

The Lexington-Fayette Urban County Government hereby declares that it is necessary to issue and authorizes the issuance of its Various Purpose General Obligation Bonds, Series 2024B, in one or more subseries, on a tax-exempt or taxable basis, in a principal amount of \$46,250,000 (which amount may be increased by an amount of up to ten percent (10%) or decreased by an unlimited amount) (the “Permitted Adjustment”). The exact principal amount of the Series 2024B Bonds and the designation of one or more subseries, on a taxable or tax-exempt basis, shall be set forth the Certificate of Award to be executed by the Mayor of the Lexington-Fayette Urban County Government (the “Certificate of Award”) awarding the Series 2024B Bonds to the Purchaser and establishing the interest rate or rates on the Series 2024B Bonds. The Series 2024B Bonds are being issued for the purpose of (i) financing the Series 2024B Project and (ii) paying certain costs of issuance with respect to the Series 2024B Bonds.

The Series 2024B Bonds shall be offered for sale in accordance with the provisions hereof, and the determination of the best bids for the Series 2024B Bonds shall be made on the basis of all bids submitted for \$46,250,000 principal amount of Series 2024B Bonds; provided however, the Permitted Adjustments are reserved by the Lexington-Fayette Urban County Government hereunder, with such increases to be made in any principal maturity so that the total principal amount of Series 2024B Bonds awarded to the best bidder may be a maximum of \$50,875,000. In the event of any such Permitted Adjustment, no rebidding or recalculation of a submitted bid will be required or permitted; the price at which such adjusted principal amount of Series 2024B Bonds will be sold shall be at the same price per \$1,000 of Series 2024B Bonds as the price per \$1,000 of the \$46,250,000 of Series 2024B Bonds bid.

SECTION 2. Form. The Series 2024B Bonds shall be issued in fully registered form, shall be designated “Various Purpose General Obligation Bonds, Series 2024B,” or such other designation as provided for in the Certificate of Award. The Series 2024B Bonds shall express upon their faces the purpose for which they are issued and that they are issued under the Act and shall be substantially in the form set forth in *Annex A*, in accordance with the terms set forth in the Certificate of Award.

The Series 2024B Bonds shall be in denominations as requested by the Purchaser, which shall be in multiples of five thousand dollars (\$5,000) or any integral multiple thereof. The Series 2024B Bonds shall be dated their date of issuance and delivery or such other date as is determined in the Certificate of Award.

Interest on the Series 2024B Bonds shall be payable no less frequently than semi-annually on the dates set forth in the Certificate of Award (an “Interest Payment Date”) at the stated interest rate or rates on the principal amount thereof. The Series 2024B Bonds shall be serial or term bonds maturing, or subject to optional and/or mandatory sinking fund redemption annually on the dates, in the years and in the amounts to be established in the Certificate of Award after advertised competitive sale of the Series 2024B Bonds based on the interest rates bid in the successful bids (the “Bids”) and the provisions of this Section 2, provided that the final maturity date of the Series 2024B Bonds shall be as set forth in the Certificate of Award but shall be no later than twenty years from their date of initial issuance. The interest rate or rates on the Series 2024B Bonds shall be determined in the Certificate of Award based on the Bids; provided that the aggregate net interest cost of the Series 2024B Bonds shall not exceed seven percent (7.00%).

The Series 2024B Bonds may contain such additional extraordinary optional or mandatory redemption provisions as may, upon the advice of the Lexington-Fayette Urban County Government's municipal advisors and bond counsel, be necessary to accomplish the financial objectives of the Lexington-Fayette Urban County Government and/or achieve compliance with any provisions of the Internal Revenue Code of 1986, as amended. The Mayor is hereby authorized and directed to administratively approve any such additional extraordinary optional or mandatory redemption provisions, and the execution of the Certificate of Award shall constitute conclusive evidence of the approval of such additional provisions.

At least thirty (30) days before the redemption date of any Series 2024B Bonds subject to optional or mandatory redemption, U.S. Bank Trust Company, National Association, Louisville, Kentucky (the “Paying Agent and Registrar”) shall cause a notice of such redemption either in whole or in part, signed by the Paying Agent and Registrar (as hereinafter defined), to be mailed, first class, postage prepaid, to all registered owners of the Series 2024B Bonds to be redeemed in whole or in part at their addresses as they appear on the registration books kept by the Paying Agent and Registrar, but failure to mail any such notice shall not affect the validity of the proceedings for such redemption of Series 2024B Bonds for which such notice has been sent. Each such notice shall set forth the date fixed for redemption, the redemption price to be paid and, if

less than all of the Series 2024B Bonds of a subseries being payable by their terms on a single date then outstanding shall be called for redemption, the distinctive number or letters, if any, of such Series 2024B Bonds to be redeemed.

On the date so designated for redemption, notice having been mailed in the manner under the conditions hereinabove provided and moneys for payment of the redemption price being held in the applicable bond payment fund by the Paying Agent and Registrar for the registered owners of the Series 2024B Bonds to be redeemed, the Series 2024B Bonds so called for redemption shall become and be due and payable at the redemption price provided for redemption of such Series 2024B Bonds on such date, interest on the Series 2024B Bonds so called for redemption shall cease to accrue, and the registered owners of such Series 2024B Bonds shall have no right in respect thereof except to receive payment of the redemption price thereof.

SECTION 3. Execution and Delivery. The Series 2024B Bonds shall be executed by the manual or facsimile signature of the Mayor and duly attested by the manual or facsimile signature of the Urban County Council Clerk (which, together with any other person as may be authorized by resolution are referred to as “Designated Officers”) and shall bear the manual authenticating signature of an authorized representative of the Paying Agent and Registrar for the Series 2024B Bonds. The Designated Officers are further authorized and directed to deliver the Series 2024B Bonds to the Purchaser, upon the terms and conditions provided herein, in the Certificate of Award and in the Bids, receive the proceeds therefor, execute and deliver such certificates and other closing documents and take such other action as may be necessary or appropriate in order to effectuate the proper issuance, sale and delivery of the Series 2024B Bonds.

The Lexington-Fayette Urban County Government authorizes and directs the Paying Agent and Registrar to authenticate the Series 2024B Bonds and to deliver the Series 2024B Bonds to the Purchaser following execution of the Certificate of Award and payment of the purchase price thereof.

SECTION 4. Payment. Payment of or on account of the interest on and principal of the Series 2024B Bonds shall be made directly to the Paying Agent and Registrar for the account of the registered owner. Interest on the Series 2024B Bonds shall be payable by check, mailed to the person whose name appears on the fifteenth day preceding an Interest Payment Date on the bond registration records as the registered owner, on each Interest Payment Date or by other transfer of funds acceptable to such registered owner and the Paying Agent and Registrar. Principal shall be payable in such coin or currency of the United States of America as shall be

legal tender for the payment of public and private debts at the time and place of payment upon delivery of the Series 2024B Bonds to the Paying Agent and Registrar or by other transfer of funds acceptable to the Paying Agent and Registrar and such registered owner. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Series 2024B Bonds to the extent of the sum or sums so paid.

SECTION 5. Filing and Approvals. The Designated Officers are hereby authorized to undertake and cause all filings of notices or information, which may be required by law to be filed or obtained by the Lexington-Fayette Urban County Government, including, but not limited to, filings with the State Local Debt Officer as required by law.

SECTION 6. Bond Payment Fund, Payment of Series 2024B Bonds. There is hereby established with the Paying Agent and Registrar a bond payment fund in the name of the Lexington-Fayette Urban County Government to be known as Various Purpose General Obligation Bonds, Series 2024B Bond Payment Fund (the “Bond Payment Fund”), into which the Lexington-Fayette Urban County Government covenants to deposit, and into which the Designated Officers are hereby authorized and directed to deposit from the Sinking Fund (hereinafter defined), on or before the twenty-fifth day of each month which precedes an Interest Payment Date, the amount required to pay principal of and interest due on the Series 2024B Bonds on such Interest Payment Date. The Paying Agent and Registrar is further directed to establish such additional subaccounts within the Bond Payment Fund as may be necessary in connection with the issuance of multiple subseries of the Series 2024B Bonds. The Paying Agent and Registrar shall, without further authorization from the Lexington-Fayette Urban County Government, withdraw from the Bond Payment Fund, on such Interest Payment Date, the amounts necessary to pay principal of, and interest on the Series 2024B Bonds to the registered owners of the same.

The Paying Agent and Registrar is hereby appointed depository of the Bond Payment Funds with respect to the Series 2024B Bonds.

If the Lexington-Fayette Urban County Government shall fail or refuse to make any required deposit in the Bond Payment Fund from the Sinking Fund, the Paying Agent and Registrar shall (i) notify any agency of the Commonwealth of Kentucky or any political subdivision thereof which may collect and distribute taxes or revenues for the Lexington-Fayette Urban County Government to seek any available necessary or proper remedial action; and (ii) upon being indemnified against cost and expense, exercise any remedy provided in the Act or at law or in equity for the benefit of the owner of the Series 2024B Bonds or its assignee, and shall disburse

all funds so collected to the owners of the Series 2024B Bonds as payment of the Series 2024B Bonds.

SECTION 7. General Obligation; Maintenance of Sinking Fund. The Series 2024B Bonds shall be full general obligations of the Lexington-Fayette Urban County Government and, for the payment of said Series 2024B Bonds and the interest thereon, the full faith, credit and revenue of the Lexington-Fayette Urban County Government are hereby pledged for the prompt payment thereof. During the period the Series 2024B Bonds are outstanding, there shall be and there hereby is levied on all the taxable property in Lexington, Fayette County, Kentucky in addition to all other taxes, without limitation as to rate, a direct tax annually in an amount sufficient to pay the principal of and interest on the Series 2024B Bonds when and as due, it being hereby found and determined that current tax rates are within all applicable limitations. Said tax shall be and is hereby ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers in the same manner and at the same time that taxes for general purposes for each of said years are certified, extended and collected. Said tax shall be placed before and in preference to all other items and for the full amount thereof provided, however, that in each year to the extent that the other lawfully available funds of the Lexington-Fayette Urban County Government are available for the payment of the Series 2024B Bonds and are appropriated for such purpose, including the proceeds of the Series 2024B Bonds, the amount of such direct tax upon all of the taxable property in the Lexington-Fayette Urban County Government shall be reduced by the amount of such other funds so available and appropriated.

There has previously been established with the Lexington-Fayette Urban County Government a sinking fund (the "Sinking Fund"). The funds derived from said tax levy hereby required or other lawfully available funds shall be placed in the Sinking Fund and, together with interest collected on the same, are irrevocably pledged for the payment of the interest on and principal of all bonds issued under the Act and tax-supported leases, as defined in the Act, when and as the same fall due. Amounts shall be transferred from the Sinking Fund to each Bond Payment Fund at the times and in the amounts required by Section 7.

SECTION 8. Sale of Bonds; Certificate of Award. The Designated Officers are hereby directed to sell the Series 2024B Bonds to the Purchasers at advertised competitive sale, the final principal amount of, the principal amortization of, the interest payment dates and the interest rate or rates on the Series 2024B Bonds to be established in accordance with the requirements of Sections 1, 2 and 3 hereof and the Certificate of Award.

SECTION 9. Registered Owner; Transfer; Exchange. As long as the Series 2024B Bonds executed and delivered hereunder shall remain outstanding, the Paying Agent and Registrar shall maintain an office for the registration of such Series 2024B Bonds and shall also keep at such office books for such registration and transfers. The registered owner of the Series 2024B Bonds, as set forth in the registration books maintained by the Paying Agent and Registrar on the fifteenth day preceding an Interest Payment Date, or its assignees, for purposes of this Bond Ordinance, to the extent of its interest, shall be treated as the owner of the Series 2024B Bonds and shall be entitled to all rights and security of the owner of the Series 2024B Bonds hereunder.

Upon surrender for registration of transfer of the Series 2024B Bonds at the office of the Paying Agent and Registrar with a written instrument of transfer satisfactory to the Paying Agent and Registrar, duly executed by the registered owner or the registered owner's duly authorized attorney, the Paying Agent and Registrar shall execute and deliver, in the name of the designated transferee or transferees, one or more Series 2024B Bonds of the same series or subseries of any authorized denomination and of a like tenor and effect.

All Series 2024B Bonds, upon surrender thereof at the office of the Paying Agent and Registrar, may, at the option of the registered owner thereof be exchanged for an equal aggregate principal amount of Series 2024B Bonds of the same series or subseries of any authorized denomination.

In all cases in which the privilege of exchanging or transferring Series 2024B Bonds is exercised, the Paying Agent and Registrar shall execute and deliver Series 2024B Bonds in accordance with the provisions of this Section. Every such exchange or transfer of Series 2024B Bonds, whether temporary or definitive, shall be without charge; provided that the Paying Agent and Registrar may impose a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, which sum or sums shall be paid by the person requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer.

SECTION 10. Book-entry System. For purposes of this Bond Ordinance, the following terms shall have the following meanings:

“Book entry form” or “book entry system” means a form or system under which (i) the beneficial right to payment of principal of and interest on the Series 2024B Bonds may be transferred only through a book entry, and (ii) physical Bond certificates in fully registered form are issued only to the Depository or its nominee as registered owner, with the Series 2024B Bonds

“immobilized” to the custody of the Depository, and the book entry maintained by others than the Lexington-Fayette Urban County Government or the Paying Agent and Registrar is the record that identifies the owners of beneficial interests in those Bonds and that principal and interest.

“Depository” means any securities depository that is a clearing agency under federal law operating and maintaining, together with its Participants or otherwise, a book entry system to record ownership of beneficial interests in Series 2024B Bonds or principal and interest, and to effect transfers of Series 2024B Bonds, in book entry form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

“Participant” means any participant contracting with a Depository under a book entry system and includes security brokers and dealers, banks and trust companies, and clearing corporations.

All or any portion of the Series 2024B Bonds may be initially issued to a Depository for use in a book entry system, and the provisions of this Section 10 shall apply to such Series 2024B Bonds, notwithstanding any other provision of this Bond Ordinance. If and as long as a book entry system is utilized with respect to any such Bonds: (i) there shall be such number of Series 2024B Bonds of each maturity as the Depository shall specify; (ii) those Series 2024B Bonds shall be registered in the name of the Depository or its nominee, as registered owner, and immobilized in the custody of the Depository; (iii) the beneficial owners of Series 2024B Bonds in book entry form shall have no right to receive Series 2024B Bonds in the form of physical securities or certificates; (iv) ownership of beneficial interests in any Series 2024B Bonds in book entry form shall be shown by book entry on the system maintained and operated by the Depository and its Participants, and transfers of the ownership of beneficial interests shall be made only by book entry by the Depository and its Participants; and (v) the Series 2024B Bonds as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by the Urban County Council. Debt service charges on Series 2024B Bonds in book entry form registered in the name of a Depository or its nominee shall be payable in the manner provided in the Lexington-Fayette Urban County Government's agreement with the Depository to the Depository or its authorized representative (i) in the case of interest, on each Interest Payment Date, and (ii) in all other cases, upon presentation and surrender of Series 2024B Bonds as provided in this Bond Ordinance.

The Paying Agent and Registrar may, with the approval of the Lexington-Fayette Urban County Government, enter into an agreement with the beneficial owner or registered owner of any

Bond in the custody of a Depository providing for making all payments to that owner of principal and interest on that Series 2024B Bond or any portion thereof (other than any payment of the entire unpaid principal amount thereof) at a place and in a manner (including wire transfer of federal funds) other than as provided in this Bond Ordinance, without prior presentation or surrender of the Series 2024B Bond, upon any conditions which shall be satisfactory to the Paying Agent and Registrar and to the Lexington-Fayette Urban County Government. That payment in any event shall be made to the person who is the registered owner of that Series 2024B Bond on the date that principal is due, or, with respect to the payment of interest, as of the applicable date agreed upon as the case may be. The Paying Agent and Registrar shall furnish a copy of each of those agreements, certified to be correct by the Paying Agent and Registrar, to any other paying agents for Series 2024B Bonds and to the Lexington-Fayette Urban County Government. Any payment of principal or interest pursuant to such an agreement shall constitute payment thereof pursuant to, and for all purposes of, this Bond Ordinance.

The Mayor of the Lexington-Fayette Urban County Government is authorized and directed to execute, acknowledge and deliver, in the name of and on behalf of the Lexington-Fayette Urban County Government a letter agreement among the Lexington-Fayette Urban County Government, the Paying Agent and Registrar and The Depository Trust Company, as Depository, to be delivered in connection with the issuance of the Series 2024B Bonds to the Depository for use in a book entry system.

If any Depository determines not to continue to act as depository for the Series 2024B Bonds for use in a book entry system, the Lexington-Fayette Urban County Government and the Paying Agent and Registrar may attempt to establish a securities depository/book entry relationship with another qualified Depository under this Bond Ordinance. If the Lexington-Fayette Urban County Government and the Paying Agent and Registrar do not or are unable to do so, the Lexington-Fayette Urban County Government and the Paying Agent and Registrar, after the Paying Agent and Registrar has made provision for notification of the beneficial owners by the then Depository, shall permit withdrawal of the Series 2024B Bonds from the Depository and authenticate and deliver Series 2024B Bond certificates in fully registered form to the assigns of the Depository or its nominee, all at the cost and expense (including costs of printing definitive Series 2024B Bonds), if the event is not the result of action or inaction by the Urban County Council or the Paying Agent and Registrar, of those persons requesting such issuance.

SECTION 11. Disposition of Proceeds. The proceeds of the sale of the Series 2024B Bonds shall be deposited, together with other available funds of the Lexington-Fayette Urban County Government, as follows: (a) accrued interest, if any, shall be deposited to the Series 2024B Bond Payment Fund created in Section 7 hereof; (b) into an acquisition account for the Series 2024B Bonds (the “Lexington-Fayette Urban County Government Series 2024B Acquisition Account”) to be held by the Lexington-Fayette Urban County Government and used to pay the costs of the Series 2024B Project; (c) an amount sufficient to pay the costs of issuing the Series 2024B Bonds (the “Series 2024B Cost of Issuance Fund”) shall be held by the Lexington-Fayette Urban County Government and used to pay the costs of issuance of the Series 2024B Bonds.

SECTION 12. Appointment and Engagement of Bond Counsel. This Urban County Council hereby retains Dinsmore & Shohl, LLP, as its bond counsel (“Bond Counsel”), to provide the Issuer with its services in connection with the issuance, sale, and delivery of the Series 2024B Bonds. Bond Counsel shall be paid a fee of \$3.00 per \$1,000 of Series 2024B Bonds issued, inclusive of related expenses, provided, however, that publication expenses and transcripts incurred by Bond Counsel shall be reimbursed separately. Such services as Bond Counsel shall include the additional research, tax analysis and other debt related research for the Lexington-Fayette Urban County Government. A Designated Officer is hereby authorized and directed to execute and deliver on behalf of the Issuer any appropriate agreements and/or engagement letters in connection with such appointment.

SECTION 13. Municipal Advisor. Robert W. Baird & Co. Incorporated (the “Municipal Advisor”) is hereby appointed Municipal Advisor to the Lexington-Fayette Urban County Government in connection with the issuance, sale and delivery of the Series 2024B Bonds. The Municipal Advisor shall be paid a fee of \$4.00 per \$1,000 of Series 2024B Bonds issued, inclusive of related expenses. A Designated Officer is hereby authorized and directed to execute and deliver on behalf of the Issuer any appropriate agreements and/or engagement letters in connection with such appointment.

SECTION 14. Discharge of Bond Ordinance. If the Lexington-Fayette Urban County Government shall pay or cause to be paid, or there shall otherwise be paid, to the owners of the Series 2024B Bonds the total principal and interest due or to become due thereon through maturity, in the manner stipulated therein and in this Bond Ordinance, then the pledges made under this Bond Ordinance, and all covenants, agreements and other obligations of the Lexington-Fayette

Urban County Government hereunder, shall thereupon cease, terminate and become void and be discharged and satisfied.

SECTION 15. Restriction on Use of Proceeds. This Urban County Council for and on behalf of the Lexington-Fayette Urban County Government hereby covenants that it will restrict the use of the proceeds of the Series 2024B Bonds hereby authorized in such manner and to such extent, if any, and take such other action as may be necessary, after taking into account reasonable expectations at the time the debt is incurred, so that they will not constitute obligations the interest on which is subject to federal income taxation or “arbitrage bonds” under Sections 103(b)(2) and 148 of the Code, and the regulations prescribed thereunder. The Mayor or any other officer having responsibility with respect to the issuance of the certificates, is authorized and directed to give an appropriate certificate on behalf of the Lexington-Fayette Urban County Government, on the date of delivery of the Series 2024B Bonds, for inclusion in the transcript of proceedings, setting forth the facts, estimates and circumstances and reasonable expectations pertaining to the use of the proceeds thereof and the provisions of said Sections 103(b)(2) and 148 and regulations thereunder.

These Series 2024B Bonds are not designated “qualified tax-exempt obligations” for the purposes set forth Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

SECTION 16. Severability. If any one or more of the provisions of this Bond Ordinance should be determined by a court of competent jurisdiction to be contrary to law, then such provisions shall be deemed to be severable from all remaining provisions and shall not affect the validity of such other provisions.

SECTION 17. Inconsistent Actions. All prior ordinances, resolutions or parts thereof inconsistent herewith are hereby repealed.

SECTION 18. Open Meetings Compliance. All meetings of the Urban County Council Court and of its committees and any other public bodies, at which the formal actions in connection with the issuance of the Series 2024B Bonds were taken, or at which deliberations that resulted in such formal actions were held, were open meetings, and such formal actions were taken and any such deliberations took place while such meetings, after proper notice, were open to the public, in compliance with all legal requirements including KRS Sections 61.810, 61.815, 61.820 and 61.825.

SECTION 19. Effective Date. This Ordinance shall become effective immediately upon adoption and publication of a summary thereof, as provided by law.

INTRODUCED AND GIVEN FIRST READING at a duly convened meeting of the Urban County Council of the Lexington-Fayette Urban County Government on the ____ day of _____, 2024.

GIVEN SECOND READING, ENACTED AND ADOPTED at a duly convened meeting of the Urban County Council of the Lexington-Fayette Urban County Government on the ____ day of _____, 2024.

**LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT**

By: _____
Linda Gorton
Mayor

ATTEST:

By: _____
Abigail Allan
Urban County Council Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the duly qualified and acting Urban County Council Clerk of the Lexington-Fayette Urban County Government, and as such Urban County Council Clerk, I further certify that the foregoing is a true, correct and complete copy of a Bond Ordinance duly enacted by the Urban County Council of the Lexington-Fayette Urban County Government at a duly convened meeting held on the _____ day of _____, 2024, signed by the Mayor and now in full force and effect, all as appears from the official records of the Lexington-Fayette Urban County Government in my possession and under my control.

WITNESS my hand and the seal of said Urban County Government as of the _____ day of _____, 2024.

Urban County Council Clerk

[SEAL]

CERTIFICATE

I do hereby certify that the title to this enactment contains an accurate synopsis of the contents thereof and may be used to satisfy the reading and publication requirements of law.

DINSMORE & SHOHL LLP

By: _____
John C. Merchant, Esq.
Attorney at Law

**ANNEX A
FORM OF SERIES 2024B BOND**

**COMMONWEALTH OF KENTUCKY
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
VARIOUS PURPOSE GENERAL OBLIGATION BOND,
SERIES 2024B**

No. R-__

<u>Maturity Date</u>	<u>CUSIP Number</u>	<u>Interest Rate</u>	<u>Bond Date</u>	<u>Interest Payment Dates</u>
_____, 1, _____	_____	_____%	_____, 2024	[_____, 1 and _____, 1]

REGISTERED HOLDER: _____

PRINCIPAL AMOUNT: \$ _____
_____ DOLLARS

KNOW ALL PERSONS BY THESE PRESENTS: That the Lexington-Fayette Urban County Government for value received, hereby acknowledges itself obligated to, and promises to pay to the registered holder identified above, or registered assigns, the principal sum identified above (or, if any part thereof has been paid, the balance thereof remaining unpaid), on the maturity date specified above, and to pay interest on said principal sum (or, if any part thereof has been paid, the balance thereof remaining unpaid) from the date hereof, payable each April 1 and November 1, commencing May 1, 2025, at the Interest Rate per annum identified above, except as the provisions hereinafter set forth with respect to prior redemption may be and become applicable hereto. The principal of and interest on this bond are payable, without deduction for exchange, collection, or service charges, in lawful money of the United States of America. Principal is payable at the principal office of the U.S. Bank Trust Company, National Association, Louisville, Kentucky, or another financial institution as provided in the Certificate of Award or any successor (the "Paying Agent and Registrar") or by other transfer of funds acceptable to the Paying Agent and Registrar and such owner. All interest on this bond and principal payable prior to the final maturity date shall be payable by check or draft mailed or via wire transfer to the record date registered holder hereof at the address shown on the registration records kept by the Paying Agent and Registrar or by other transfer of funds acceptable to the Paying Agent and Registrar and such owner. The record date shall be the fifteenth day of the month preceding each interest payment date.

This bond is one of an issue of Various Purpose General Obligation Bonds, Series 2024B (the "Series 2024B Bonds") of like tenor and effect, except as to denomination and maturity, numbered from R-1 upward, inclusive, of the denomination of \$5,000 or any integral multiple thereof originally aggregating _____ dollars (\$_____) in principal amount, issued for the purpose of financing the acquisition of various projects for departments within the Lexington-Fayette Urban County Government, including, but not limited to (i) a new senior and therapeutic center, Jacobson Park trail improvements, paving data collection, radar trailers, new police cars, road construction and improvements, road resurfacing,

45364413 DS JCM/ cab (New Money)

road maintenance, road upgrades, streetscapes and sidewalk improvements, public art and beautification projects, renovations, repairs and upgrades related to public buildings, vehicle acquisitions, and various other improvements within departments of the Lexington-Fayette Urban County Government, (ii) providing funding for a program to preserve and manage agricultural, rural and natural lands, including the purchase of conservation easements or development rights (collectively, the “Series 2024B Project”), and (iii) paying the costs of issuance of the Series 2024B Bonds, all pursuant to and in full compliance with the general laws of the Commonwealth of Kentucky and particularly Chapter 66 of the Kentucky Revised Statutes, and pursuant to an ordinance duly adopted by the Urban County Council of the Lexington-Fayette Urban County Government on the _____ day of _____, 2024 (the “Bond Ordinance”) upon the affirmative vote of at least a majority of the members of its Urban County Council at a public meeting duly and regularly held and after filing proper notice with the State Local Debt Officer of the Commonwealth of Kentucky.

This Series 2024B Bond and the issue of which it forms a part is a general obligation of the Lexington-Fayette Urban County Government and the full faith, credit and revenue of the Lexington-Fayette Urban County Government are pledged to the payments due hereunder. THIS SERIES 2024B BOND IS CONTINUALLY SECURED BY THE FAITH, CREDIT AND REVENUE OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT.

The Series 2024B Bonds mature on the first day of _____ of the following years, in the principal amounts and bear interest at the following rates of interest:

Year (November 1)	Amount	Interest Rate
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		
2035		
2036		
2037		
2038		
2039		
2040		
2041		
2042		
2043		
2044		
TOTAL		

Optional Redemption. The Series 2024B Bonds maturing on and after November 1, 20____ shall be subject to optional redemption prior to their maturity on any date on or after November 1, 20____, in whole or in part, in inverse order of maturity and by lot within a maturity, at the election of the Lexington-Fayette Urban County Government upon 45 days' written notice to the Paying Agent and Registrar at a redemption price equal to 100% of the principal amount redeemed plus accrued interest to the date fixed for redemption.

Notice of Redemption. At least thirty (30) days before the optional redemption date of any Series 2024B Bonds the Paying Agent and Registrar shall cause a notice of such redemption signed by the Paying Agent and Registrar, to be mailed, first class, postage prepaid, to all registered owners of the Series 2024B Bonds to be redeemed at their addresses as they appear on the registration books kept by the Paying Agent and Registrar, but failure to mail any such notice shall not affect the validity of the proceedings for such redemption of Series 2024B Bonds for which such notice has been sent. Each such notice shall set forth the date fixed for redemption, the redemption price to be paid and, if less than all of the Series 2024B Bonds being payable by their terms on a single date then outstanding shall be called for redemption, the distinctive number or letters, if any, of such Series 2024B Bonds to be redeemed.

On the date so designated for redemption, notice having been published in the manner under the conditions hereinabove provided and moneys for payment of the redemption price being held in the Series 2024B Bond Payment Fund by the Paying Agent and Registrar for the registered owners of the Series 2024B Bonds to be redeemed, the Series 2024B Bonds so called for redemption shall become and be due and payable at the redemption price provided for redemption of such Series 2024B Bonds on such date, interest on the Series 2024B Bonds so called for redemption shall cease to accrue, and the registered owners of such Series 2024B Bonds shall have no right in respect thereof except to receive payment of the redemption price thereof.

No recourse shall be had for the payment of the principal of or the interest on this Series 2024B Bond, or for any claim based hereon, against any officer, agent or employee, past, present or future, of the Lexington-Fayette Urban County Government, as such, either directly or through the Lexington-Fayette Urban County Government, whether by virtue of any constitutional provision, statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise; all such liability of such officers, agents or employees is hereby renounced, waived and released as a condition of and as consideration for the issuance, execution and acceptance of this Series 2024B Bond.

It is hereby certified that all acts, conditions and things required to be done, to occur or be performed precedent to and in the issuance of this Series 2024B Bond, or in the creation of the obligations of which this Series 2024B Bond is evidence, have been done, have occurred and have been performed in regular and due form and manner as required by law; that the faith, credit and revenue of the Lexington-Fayette Urban County Government are hereby irrevocably pledged for the prompt payment of the principal hereof and interest hereon; that the repayment obligation represented by this Series 2024B Bond is not in excess of any constitutional or statutory limitation; and that due provision has been made for the levy and collection of a tax sufficient in amount to pay the interest on this Series 2024B Bond as it falls due and to provide for the redemption of this Series 2024B Bond at maturity or upon earlier redemption.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Lexington-Fayette Urban County Government has caused this Series 2024B Bond to be signed either manually or by facsimile in its name by its Mayor and duly attested either manually or by facsimile by its Urban County Council Clerk and an impression or facsimile of the Lexington-Fayette Urban County Government's seal to be imprinted hereon, as of the date set forth above.

**LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT**

By: _____
Linda Gorton
Mayor

(SEAL)

Attest:

By: _____
Abigail Allan
Clerk of the Urban County Council

CERTIFICATE OF AUTHENTICATION

This is to certify that this Series 2024B Bond is one of the Series 2024B Bonds described hereinabove.

_____,
_____, _____

By: _____
Name:
Title:

Date of Authentication: _____

Unless this certificate is presented by an authorized representative of The Depository Trust Company to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of CEDE & Co or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to CEDE & Co, ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, CEDE & Co, has an interest herein.

CERTIFICATE

It is hereby certified that the following is a correct and complete copy of the text of the legal opinion of Dinsmore & Shohl LLP, Attorneys, Lexington, Kentucky, regarding the issue of which the within Series 2024B Bond is one, the original of which opinion was manually executed, dated and issued as of the date of delivery of and payment for said issue and a copy of which is on file with the undersigned.

Urban County Council Clerk

[INSERT FORM OF APPROVING OPINION]

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto:

(please print or typewrite social security number or other identifying number and name and address of transferee)

the within Series 2024B Bond and does hereby irrevocably constitute and appoint _____ or its successor as Paying Agent and Registrar to transfer the said Series 2024B Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Notice: The signature to this assignment must correspond with the name of the registered owner as it appears upon the face of the within Series 2024B Bond in every particular, without alteration or enlargement or any change whatever.

ORDINANCE NO. 113 -2024

AN ORDINANCE OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT AUTHORIZING THE ISSUANCE OF ITS VARIOUS PURPOSE GENERAL OBLIGATION BONDS, SERIES 2024B, IN ONE OR MORE SUBSERIES, IN AN AGGREGATE PRINCIPAL AMOUNT OF \$46,250,000 (WHICH AMOUNT MAY BE INCREASED BY AN AMOUNT OF UP TO TEN PERCENT (10%) OR DECREASED BY AN UNLIMITED AMOUNT); APPROVING A FORM OF SERIES 2024B BONDS; AUTHORIZING DESIGNATED OFFICERS TO EXECUTE AND DELIVER THE SERIES 2024B BONDS; AUTHORIZING AND DIRECTING THE FILING OF NOTICE WITH THE STATE LOCAL DEBT OFFICER; PROVIDING FOR THE PAYMENT AND SECURITY OF THE SERIES 2024B BONDS; MAINTAINING A SINKING FUND; CREATING A BOND PAYMENT FUND FOR THE SERIES 2024B BONDS; AUTHORIZING ACCEPTANCE OF THE BID(S) OF THE BOND PURCHASER OF THE SERIES 2024B BONDS; AND REPEALING INCONSISTENT ORDINANCES.

WHEREAS, the Lexington-Fayette Urban County Government has previously determined the necessity of financing the acquisition of various projects for departments within the Lexington-Fayette Urban County Government, including, but not limited to (i) a new senior and therapeutic center, Jacobson Park trail improvements, paving data collection, radar trailers, new police cars, road construction and improvements, road resurfacing, road maintenance, road upgrades, streetscapes and sidewalk improvements, public art and beautification projects, renovations, repairs and upgrades related to public buildings, vehicle acquisitions, and various other improvements within departments of the Lexington-Fayette Urban County Government, (ii) providing funding for a program to preserve and manage agricultural, rural and natural lands, including the purchase of conservation easements or development rights (collectively, the “Series 2024B Project”), and (iii) paying certain costs related to the issuance of the Series 2024B Bonds; and

WHEREAS, pursuant to the Constitution and laws of the Commonwealth of Kentucky, and particularly KRS 66.011 et. seq. (the “Act”), an urban county government may issue bonds, subject to the requirements of the Act, to pay all or any portion of the costs of the Series 2024B Project; and

WHEREAS, the Lexington-Fayette Urban County Government has determined that it is in the best interests of the Lexington-Fayette Urban County Government that the Series 2024B Project should be financed and refinanced through the issuance of Lexington-Fayette Urban County Government Various Purpose General Obligation Bonds, Series 2024B, in one or more subseries on a tax-exempt or taxable basis as hereinafter provided, in an aggregate principal amount of \$46,250,000 (which amount may be increased by an amount of up to ten percent (10%) or decreased by an unlimited amount) (the “Series 2024B Bonds”) to be sold and awarded to the

successful bidder(s) (the “Purchaser(s)”) at public, competitive sale in accordance with the provisions of Chapter 424 of the Kentucky Revised Statutes, as amended;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, AS FOLLOWS:

SECTION 1. Necessity, Authorization and Purpose of General Obligation Bonds.

The Lexington-Fayette Urban County Government hereby declares that it is necessary to issue and authorizes the issuance of its Various Purpose General Obligation Bonds, Series 2024B, in one or more subseries, on a tax-exempt or taxable basis, in a principal amount of \$46,250,000 (which amount may be increased by an amount of up to ten percent (10%) or decreased by an unlimited amount) (the “Permitted Adjustment”). The exact principal amount of the Series 2024B Bonds and the designation of one or more subseries, on a taxable or tax-exempt basis, shall be set forth the Certificate of Award to be executed by the Mayor of the Lexington-Fayette Urban County Government (the “Certificate of Award”) awarding the Series 2024B Bonds to the Purchaser and establishing the interest rate or rates on the Series 2024B Bonds. The Series 2024B Bonds are being issued for the purpose of (i) financing the Series 2024B Project and (ii) paying certain costs of issuance with respect to the Series 2024B Bonds.

The Series 2024B Bonds shall be offered for sale in accordance with the provisions hereof, and the determination of the best bids for the Series 2024B Bonds shall be made on the basis of all bids submitted for \$46,250,000 principal amount of Series 2024B Bonds; provided however, the Permitted Adjustments are reserved by the Lexington-Fayette Urban County Government hereunder, with such increases to be made in any principal maturity so that the total principal amount of Series 2024B Bonds awarded to the best bidder may be a maximum of \$50,875,000. In the event of any such Permitted Adjustment, no rebidding or recalculation of a submitted bid will be required or permitted; the price at which such adjusted principal amount of Series 2024B Bonds will be sold shall be at the same price per \$1,000 of Series 2024B Bonds as the price per \$1,000 of the \$46,250,000 of Series 2024B Bonds bid.

SECTION 2. Form. The Series 2024B Bonds shall be issued in fully registered form, shall be designated “Various Purpose General Obligation Bonds, Series 2024B,” or such other designation as provided for in the Certificate of Award. The Series 2024B Bonds shall express upon their faces the purpose for which they are issued and that they are issued under the Act and shall be substantially in the form set forth in *Annex A*, in accordance with the terms set forth in the Certificate of Award.

The Series 2024B Bonds shall be in denominations as requested by the Purchaser, which shall be in multiples of five thousand dollars (\$5,000) or any integral multiple thereof. The Series 2024B Bonds shall be dated their date of issuance and delivery or such other date as is determined in the Certificate of Award.

Interest on the Series 2024B Bonds shall be payable no less frequently than semi-annually on the dates set forth in the Certificate of Award (an “Interest Payment Date”) at the stated interest rate or rates on the principal amount thereof. The Series 2024B Bonds shall be serial or term bonds maturing, or subject to optional and/or mandatory sinking fund redemption annually on the dates, in the years and in the amounts to be established in the Certificate of Award after advertised competitive sale of the Series 2024B Bonds based on the interest rates bid in the successful bids (the “Bids”) and the provisions of this Section 2, provided that the final maturity date of the Series 2024B Bonds shall be as set forth in the Certificate of Award but shall be no later than twenty years from their date of initial issuance. The interest rate or rates on the Series 2024B Bonds shall be determined in the Certificate of Award based on the Bids; provided that the aggregate net interest cost of the Series 2024B Bonds shall not exceed seven percent (7.00%).

The Series 2024B Bonds may contain such additional extraordinary optional or mandatory redemption provisions as may, upon the advice of the Lexington-Fayette Urban County Government's municipal advisors and bond counsel, be necessary to accomplish the financial objectives of the Lexington-Fayette Urban County Government and/or achieve compliance with any provisions of the Internal Revenue Code of 1986, as amended. The Mayor is hereby authorized and directed to administratively approve any such additional extraordinary optional or mandatory redemption provisions, and the execution of the Certificate of Award shall constitute conclusive evidence of the approval of such additional provisions.

At least thirty (30) days before the redemption date of any Series 2024B Bonds subject to optional or mandatory redemption, U.S. Bank Trust Company, National Association, Louisville, Kentucky (the “Paying Agent and Registrar”) shall cause a notice of such redemption either in whole or in part, signed by the Paying Agent and Registrar (as hereinafter defined), to be mailed, first class, postage prepaid, to all registered owners of the Series 2024B Bonds to be redeemed in whole or in part at their addresses as they appear on the registration books kept by the Paying Agent and Registrar, but failure to mail any such notice shall not affect the validity of the proceedings for such redemption of Series 2024B Bonds for which such notice has been sent. Each such notice shall set forth the date fixed for redemption, the redemption price to be paid and, if

less than all of the Series 2024B Bonds of a subseries being payable by their terms on a single date then outstanding shall be called for redemption, the distinctive number or letters, if any, of such Series 2024B Bonds to be redeemed.

On the date so designated for redemption, notice having been mailed in the manner under the conditions hereinabove provided and moneys for payment of the redemption price being held in the applicable bond payment fund by the Paying Agent and Registrar for the registered owners of the Series 2024B Bonds to be redeemed, the Series 2024B Bonds so called for redemption shall become and be due and payable at the redemption price provided for redemption of such Series 2024B Bonds on such date, interest on the Series 2024B Bonds so called for redemption shall cease to accrue, and the registered owners of such Series 2024B Bonds shall have no right in respect thereof except to receive payment of the redemption price thereof.

SECTION 3. Execution and Delivery. The Series 2024B Bonds shall be executed by the manual or facsimile signature of the Mayor and duly attested by the manual or facsimile signature of the Urban County Council Clerk (which, together with any other person as may be authorized by resolution are referred to as “Designated Officers”) and shall bear the manual authenticating signature of an authorized representative of the Paying Agent and Registrar for the Series 2024B Bonds. The Designated Officers are further authorized and directed to deliver the Series 2024B Bonds to the Purchaser, upon the terms and conditions provided herein, in the Certificate of Award and in the Bids, receive the proceeds therefor, execute and deliver such certificates and other closing documents and take such other action as may be necessary or appropriate in order to effectuate the proper issuance, sale and delivery of the Series 2024B Bonds.

The Lexington-Fayette Urban County Government authorizes and directs the Paying Agent and Registrar to authenticate the Series 2024B Bonds and to deliver the Series 2024B Bonds to the Purchaser following execution of the Certificate of Award and payment of the purchase price thereof.

SECTION 4. Payment. Payment of or on account of the interest on and principal of the Series 2024B Bonds shall be made directly to the Paying Agent and Registrar for the account of the registered owner. Interest on the Series 2024B Bonds shall be payable by check, mailed to the person whose name appears on the fifteenth day preceding an Interest Payment Date on the bond registration records as the registered owner, on each Interest Payment Date or by other transfer of funds acceptable to such registered owner and the Paying Agent and Registrar. Principal shall be payable in such coin or currency of the United States of America as shall be

legal tender for the payment of public and private debts at the time and place of payment upon delivery of the Series 2024B Bonds to the Paying Agent and Registrar or by other transfer of funds acceptable to the Paying Agent and Registrar and such registered owner. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Series 2024B Bonds to the extent of the sum or sums so paid.

SECTION 5. Filing and Approvals. The Designated Officers are hereby authorized to undertake and cause all filings of notices or information, which may be required by law to be filed or obtained by the Lexington-Fayette Urban County Government, including, but not limited to, filings with the State Local Debt Officer as required by law.

SECTION 6. Bond Payment Fund, Payment of Series 2024B Bonds. There is hereby established with the Paying Agent and Registrar a bond payment fund in the name of the Lexington-Fayette Urban County Government to be known as Various Purpose General Obligation Bonds, Series 2024B Bond Payment Fund (the “Bond Payment Fund”), into which the Lexington-Fayette Urban County Government covenants to deposit, and into which the Designated Officers are hereby authorized and directed to deposit from the Sinking Fund (hereinafter defined), on or before the twenty-fifth day of each month which precedes an Interest Payment Date, the amount required to pay principal of and interest due on the Series 2024B Bonds on such Interest Payment Date. The Paying Agent and Registrar is further directed to establish such additional subaccounts within the Bond Payment Fund as may be necessary in connection with the issuance of multiple subseries of the Series 2024B Bonds. The Paying Agent and Registrar shall, without further authorization from the Lexington-Fayette Urban County Government, withdraw from the Bond Payment Fund, on such Interest Payment Date, the amounts necessary to pay principal of, and interest on the Series 2024B Bonds to the registered owners of the same.

The Paying Agent and Registrar is hereby appointed depository of the Bond Payment Funds with respect to the Series 2024B Bonds.

If the Lexington-Fayette Urban County Government shall fail or refuse to make any required deposit in the Bond Payment Fund from the Sinking Fund, the Paying Agent and Registrar shall (i) notify any agency of the Commonwealth of Kentucky or any political subdivision thereof which may collect and distribute taxes or revenues for the Lexington-Fayette Urban County Government to seek any available necessary or proper remedial action; and (ii) upon being indemnified against cost and expense, exercise any remedy provided in the Act or at law or in equity for the benefit of the owner of the Series 2024B Bonds or its assignee, and shall disburse

all funds so collected to the owners of the Series 2024B Bonds as payment of the Series 2024B Bonds.

SECTION 7. General Obligation; Maintenance of Sinking Fund. The Series 2024B Bonds shall be full general obligations of the Lexington-Fayette Urban County Government and, for the payment of said Series 2024B Bonds and the interest thereon, the full faith, credit and revenue of the Lexington-Fayette Urban County Government are hereby pledged for the prompt payment thereof. During the period the Series 2024B Bonds are outstanding, there shall be and there hereby is levied on all the taxable property in Lexington, Fayette County, Kentucky in addition to all other taxes, without limitation as to rate, a direct tax annually in an amount sufficient to pay the principal of and interest on the Series 2024B Bonds when and as due, it being hereby found and determined that current tax rates are within all applicable limitations. Said tax shall be and is hereby ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers in the same manner and at the same time that taxes for general purposes for each of said years are certified, extended and collected. Said tax shall be placed before and in preference to all other items and for the full amount thereof provided, however, that in each year to the extent that the other lawfully available funds of the Lexington-Fayette Urban County Government are available for the payment of the Series 2024B Bonds and are appropriated for such purpose, including the proceeds of the Series 2024B Bonds, the amount of such direct tax upon all of the taxable property in the Lexington-Fayette Urban County Government shall be reduced by the amount of such other funds so available and appropriated.

There has previously been established with the Lexington-Fayette Urban County Government a sinking fund (the "Sinking Fund"). The funds derived from said tax levy hereby required or other lawfully available funds shall be placed in the Sinking Fund and, together with interest collected on the same, are irrevocably pledged for the payment of the interest on and principal of all bonds issued under the Act and tax-supported leases, as defined in the Act, when and as the same fall due. Amounts shall be transferred from the Sinking Fund to each Bond Payment Fund at the times and in the amounts required by Section 7.

SECTION 8. Sale of Bonds; Certificate of Award. The Designated Officers are hereby directed to sell the Series 2024B Bonds to the Purchasers at advertised competitive sale, the final principal amount of, the principal amortization of, the interest payment dates and the interest rate or rates on the Series 2024B Bonds to be established in accordance with the requirements of Sections 1, 2 and 3 hereof and the Certificate of Award.

SECTION 9. Registered Owner; Transfer; Exchange. As long as the Series 2024B Bonds executed and delivered hereunder shall remain outstanding, the Paying Agent and Registrar shall maintain an office for the registration of such Series 2024B Bonds and shall also keep at such office books for such registration and transfers. The registered owner of the Series 2024B Bonds, as set forth in the registration books maintained by the Paying Agent and Registrar on the fifteenth day preceding an Interest Payment Date, or its assignees, for purposes of this Bond Ordinance, to the extent of its interest, shall be treated as the owner of the Series 2024B Bonds and shall be entitled to all rights and security of the owner of the Series 2024B Bonds hereunder.

Upon surrender for registration of transfer of the Series 2024B Bonds at the office of the Paying Agent and Registrar with a written instrument of transfer satisfactory to the Paying Agent and Registrar, duly executed by the registered owner or the registered owner's duly authorized attorney, the Paying Agent and Registrar shall execute and deliver, in the name of the designated transferee or transferees, one or more Series 2024B Bonds of the same series or subseries of any authorized denomination and of a like tenor and effect.

All Series 2024B Bonds, upon surrender thereof at the office of the Paying Agent and Registrar, may, at the option of the registered owner thereof be exchanged for an equal aggregate principal amount of Series 2024B Bonds of the same series or subseries of any authorized denomination.

In all cases in which the privilege of exchanging or transferring Series 2024B Bonds is exercised, the Paying Agent and Registrar shall execute and deliver Series 2024B Bonds in accordance with the provisions of this Section. Every such exchange or transfer of Series 2024B Bonds, whether temporary or definitive, shall be without charge; provided that the Paying Agent and Registrar may impose a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, which sum or sums shall be paid by the person requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer.

SECTION 10. Book-entry System. For purposes of this Bond Ordinance, the following terms shall have the following meanings:

“Book entry form” or “book entry system” means a form or system under which (i) the beneficial right to payment of principal of and interest on the Series 2024B Bonds may be transferred only through a book entry, and (ii) physical Bond certificates in fully registered form are issued only to the Depository or its nominee as registered owner, with the Series 2024B Bonds

“immobilized” to the custody of the Depository, and the book entry maintained by others than the Lexington-Fayette Urban County Government or the Paying Agent and Registrar is the record that identifies the owners of beneficial interests in those Bonds and that principal and interest.

“Depository” means any securities depository that is a clearing agency under federal law operating and maintaining, together with its Participants or otherwise, a book entry system to record ownership of beneficial interests in Series 2024B Bonds or principal and interest, and to effect transfers of Series 2024B Bonds, in book entry form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

“Participant” means any participant contracting with a Depository under a book entry system and includes security brokers and dealers, banks and trust companies, and clearing corporations.

All or any portion of the Series 2024B Bonds may be initially issued to a Depository for use in a book entry system, and the provisions of this Section 10 shall apply to such Series 2024B Bonds, notwithstanding any other provision of this Bond Ordinance. If and as long as a book entry system is utilized with respect to any such Bonds: (i) there shall be such number of Series 2024B Bonds of each maturity as the Depository shall specify; (ii) those Series 2024B Bonds shall be registered in the name of the Depository or its nominee, as registered owner, and immobilized in the custody of the Depository; (iii) the beneficial owners of Series 2024B Bonds in book entry form shall have no right to receive Series 2024B Bonds in the form of physical securities or certificates; (iv) ownership of beneficial interests in any Series 2024B Bonds in book entry form shall be shown by book entry on the system maintained and operated by the Depository and its Participants, and transfers of the ownership of beneficial interests shall be made only by book entry by the Depository and its Participants; and (v) the Series 2024B Bonds as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by the Urban County Council. Debt service charges on Series 2024B Bonds in book entry form registered in the name of a Depository or its nominee shall be payable in the manner provided in the Lexington-Fayette Urban County Government's agreement with the Depository to the Depository or its authorized representative (i) in the case of interest, on each Interest Payment Date, and (ii) in all other cases, upon presentation and surrender of Series 2024B Bonds as provided in this Bond Ordinance.

The Paying Agent and Registrar may, with the approval of the Lexington-Fayette Urban County Government, enter into an agreement with the beneficial owner or registered owner of any

Bond in the custody of a Depository providing for making all payments to that owner of principal and interest on that Series 2024B Bond or any portion thereof (other than any payment of the entire unpaid principal amount thereof) at a place and in a manner (including wire transfer of federal funds) other than as provided in this Bond Ordinance, without prior presentation or surrender of the Series 2024B Bond, upon any conditions which shall be satisfactory to the Paying Agent and Registrar and to the Lexington-Fayette Urban County Government. That payment in any event shall be made to the person who is the registered owner of that Series 2024B Bond on the date that principal is due, or, with respect to the payment of interest, as of the applicable date agreed upon as the case may be. The Paying Agent and Registrar shall furnish a copy of each of those agreements, certified to be correct by the Paying Agent and Registrar, to any other paying agents for Series 2024B Bonds and to the Lexington-Fayette Urban County Government. Any payment of principal or interest pursuant to such an agreement shall constitute payment thereof pursuant to, and for all purposes of, this Bond Ordinance.

The Mayor of the Lexington-Fayette Urban County Government is authorized and directed to execute, acknowledge and deliver, in the name of and on behalf of the Lexington-Fayette Urban County Government a letter agreement among the Lexington-Fayette Urban County Government, the Paying Agent and Registrar and The Depository Trust Company, as Depository, to be delivered in connection with the issuance of the Series 2024B Bonds to the Depository for use in a book entry system.

If any Depository determines not to continue to act as depository for the Series 2024B Bonds for use in a book entry system, the Lexington-Fayette Urban County Government and the Paying Agent and Registrar may attempt to establish a securities depository/book entry relationship with another qualified Depository under this Bond Ordinance. If the Lexington-Fayette Urban County Government and the Paying Agent and Registrar do not or are unable to do so, the Lexington-Fayette Urban County Government and the Paying Agent and Registrar, after the Paying Agent and Registrar has made provision for notification of the beneficial owners by the then Depository, shall permit withdrawal of the Series 2024B Bonds from the Depository and authenticate and deliver Series 2024B Bond certificates in fully registered form to the assigns of the Depository or its nominee, all at the cost and expense (including costs of printing definitive Series 2024B Bonds), if the event is not the result of action or inaction by the Urban County Council or the Paying Agent and Registrar, of those persons requesting such issuance.

SECTION 11. Disposition of Proceeds. The proceeds of the sale of the Series 2024B Bonds shall be deposited, together with other available funds of the Lexington-Fayette Urban County Government, as follows: (a) accrued interest, if any, shall be deposited to the Series 2024B Bond Payment Fund created in Section 7 hereof; (b) into an acquisition account for the Series 2024B Bonds (the “Lexington-Fayette Urban County Government Series 2024B Acquisition Account”) to be held by the Lexington-Fayette Urban County Government and used to pay the costs of the Series 2024B Project; (c) an amount sufficient to pay the costs of issuing the Series 2024B Bonds (the “Series 2024B Cost of Issuance Fund”) shall be held by the Lexington-Fayette Urban County Government and used to pay the costs of issuance of the Series 2024B Bonds.

SECTION 12. Appointment and Engagement of Bond Counsel. This Urban County Council hereby retains Dinsmore & Shohl, LLP, as its bond counsel (“Bond Counsel”), to provide the Issuer with its services in connection with the issuance, sale, and delivery of the Series 2024B Bonds. Bond Counsel shall be paid a fee of \$3.00 per \$1,000 of Series 2024B Bonds issued, inclusive of related expenses, provided, however, that publication expenses and transcripts incurred by Bond Counsel shall be reimbursed separately. Such services as Bond Counsel shall include the additional research, tax analysis and other debt related research for the Lexington-Fayette Urban County Government. A Designated Officer is hereby authorized and directed to execute and deliver on behalf of the Issuer any appropriate agreements and/or engagement letters in connection with such appointment.

SECTION 13. Municipal Advisor. Robert W. Baird & Co. Incorporated (the “Municipal Advisor”) is hereby appointed Municipal Advisor to the Lexington-Fayette Urban County Government in connection with the issuance, sale and delivery of the Series 2024B Bonds. The Municipal Advisor shall be paid a fee of \$4.00 per \$1,000 of Series 2024B Bonds issued, inclusive of related expenses. A Designated Officer is hereby authorized and directed to execute and deliver on behalf of the Issuer any appropriate agreements and/or engagement letters in connection with such appointment.

SECTION 14. Discharge of Bond Ordinance. If the Lexington-Fayette Urban County Government shall pay or cause to be paid, or there shall otherwise be paid, to the owners of the Series 2024B Bonds the total principal and interest due or to become due thereon through maturity, in the manner stipulated therein and in this Bond Ordinance, then the pledges made under this Bond Ordinance, and all covenants, agreements and other obligations of the Lexington-Fayette

Urban County Government hereunder, shall thereupon cease, terminate and become void and be discharged and satisfied.

SECTION 15. Restriction on Use of Proceeds. This Urban County Council for and on behalf of the Lexington-Fayette Urban County Government hereby covenants that it will restrict the use of the proceeds of the Series 2024B Bonds hereby authorized in such manner and to such extent, if any, and take such other action as may be necessary, after taking into account reasonable expectations at the time the debt is incurred, so that they will not constitute obligations the interest on which is subject to federal income taxation or “arbitrage bonds” under Sections 103(b)(2) and 148 of the Code, and the regulations prescribed thereunder. The Mayor or any other officer having responsibility with respect to the issuance of the certificates, is authorized and directed to give an appropriate certificate on behalf of the Lexington-Fayette Urban County Government, on the date of delivery of the Series 2024B Bonds, for inclusion in the transcript of proceedings, setting forth the facts, estimates and circumstances and reasonable expectations pertaining to the use of the proceeds thereof and the provisions of said Sections 103(b)(2) and 148 and regulations thereunder.

These Series 2024B Bonds are not designated “qualified tax-exempt obligations” for the purposes set forth Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

SECTION 16. Severability. If any one or more of the provisions of this Bond Ordinance should be determined by a court of competent jurisdiction to be contrary to law, then such provisions shall be deemed to be severable from all remaining provisions and shall not affect the validity of such other provisions.

SECTION 17. Inconsistent Actions. All prior ordinances, resolutions or parts thereof inconsistent herewith are hereby repealed.

SECTION 18. Open Meetings Compliance. All meetings of the Urban County Council Court and of its committees and any other public bodies, at which the formal actions in connection with the issuance of the Series 2024B Bonds were taken, or at which deliberations that resulted in such formal actions were held, were open meetings, and such formal actions were taken and any such deliberations took place while such meetings, after proper notice, were open to the public, in compliance with all legal requirements including KRS Sections 61.810, 61.815, 61.820 and 61.825.

SECTION 19. Effective Date. This Ordinance shall become effective immediately upon adoption and publication of a summary thereof, as provided by law.

INTRODUCED AND GIVEN FIRST READING at a duly convened meeting of the Urban County Council of the Lexington-Fayette Urban County Government on the 10th day of October, 2024.

GIVEN SECOND READING, ENACTED AND ADOPTED at a duly convened meeting of the Urban County Council of the Lexington-Fayette Urban County Government on the 24th day of October, 2024.

**LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT**

By: 
Linda Gorton
Mayor

ATTEST:

By: 
Abigail Allan
Urban County Council Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the duly qualified and acting Urban County Council Clerk of the Lexington-Fayette Urban County Government, and as such Urban County Council Clerk, I further certify that the foregoing is a true, correct and complete copy of a Bond Ordinance duly enacted by the Urban County Council of the Lexington-Fayette Urban County Government at a duly convened meeting held on the 24th day of October, 2024, signed by the Mayor and now in full force and effect, all as appears from the official records of the Lexington-Fayette Urban County Government in my possession and under my control.

WITNESS my hand and the seal of said Urban County Government as of the 25th day of October, 2024.


Urban County Council Clerk

[SEAL]

CERTIFICATE

I do hereby certify that the title to this enactment contains an accurate synopsis of the contents thereof and may be used to satisfy the reading and publication requirements of law.

DINSMORE & SHOHL LLP

By: _____
John C. Merchant, Esq.
Attorney at Law

**ANNEX A
FORM OF SERIES 2024B BOND**

**COMMONWEALTH OF KENTUCKY
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
VARIOUS PURPOSE GENERAL OBLIGATION BOND,
SERIES 2024B**

No. R-__

<u>Maturity Date</u>	<u>CUSIP Number</u>	<u>Interest Rate</u>	<u>Bond Date</u>	<u>Interest Payment Dates</u>
_____, 1, _____	_____	_____ %	_____, 2024	[_____ 1 and _____ 1]

REGISTERED HOLDER: _____

PRINCIPAL AMOUNT: \$ _____
_____ DOLLARS

KNOW ALL PERSONS BY THESE PRESENTS: That the Lexington-Fayette Urban County Government for value received, hereby acknowledges itself obligated to, and promises to pay to the registered holder identified above, or registered assigns, the principal sum identified above (or, if any part thereof has been paid, the balance thereof remaining unpaid), on the maturity date specified above, and to pay interest on said principal sum (or, if any part thereof has been paid, the balance thereof remaining unpaid) from the date hereof, payable each April 1 and November 1, commencing May 1, 2025, at the Interest Rate per annum identified above, except as the provisions hereinafter set forth with respect to prior redemption may be and become applicable hereto. The principal of and interest on this bond are payable, without deduction for exchange, collection, or service charges, in lawful money of the United States of America. Principal is payable at the principal office of the U.S. Bank Trust Company, National Association, Louisville, Kentucky, or another financial institution as provided in the Certificate of Award or any successor (the "Paying Agent and Registrar") or by other transfer of funds acceptable to the Paying Agent and Registrar and such owner. All interest on this bond and principal payable prior to the final maturity date shall be payable by check or draft mailed or via wire transfer to the record date registered holder hereof at the address shown on the registration records kept by the Paying Agent and Registrar or by other transfer of funds acceptable to the Paying Agent and Registrar and such owner. The record date shall be the fifteenth day of the month preceding each interest payment date.

This bond is one of an issue of Various Purpose General Obligation Bonds, Series 2024B (the "Series 2024B Bonds") of like tenor and effect, except as to denomination and maturity, numbered from R-1 upward, inclusive, of the denomination of \$5,000 or any integral multiple thereof originally aggregating _____ dollars (\$ _____) in principal amount, issued for the purpose of financing the acquisition of various projects for departments within the Lexington-Fayette Urban County Government, including, but not limited to (i) a new senior and therapeutic center, Jacobson Park trail improvements, paving data collection, radar trailers, new police cars, road construction and improvements, road resurfacing,

45364413 DS JCM/ cab (New Money)

A-1

road maintenance, road upgrades, streetscapes and sidewalk improvements, public art and beautification projects, renovations, repairs and upgrades related to public buildings, vehicle acquisitions, and various other improvements within departments of the Lexington-Fayette Urban County Government, (ii) providing funding for a program to preserve and manage agricultural, rural and natural lands, including the purchase of conservation easements or development rights (collectively, the “Series 2024B Project”), and (iii) paying the costs of issuance of the Series 2024B Bonds, all pursuant to and in full compliance with the general laws of the Commonwealth of Kentucky and particularly Chapter 66 of the Kentucky Revised Statutes, and pursuant to an ordinance duly adopted by the Urban County Council of the Lexington-Fayette Urban County Government on the _____ day of _____, 2024 (the “Bond Ordinance”) upon the affirmative vote of at least a majority of the members of its Urban County Council at a public meeting duly and regularly held and after filing proper notice with the State Local Debt Officer of the Commonwealth of Kentucky.

This Series 2024B Bond and the issue of which it forms a part is a general obligation of the Lexington-Fayette Urban County Government and the full faith, credit and revenue of the Lexington-Fayette Urban County Government are pledged to the payments due hereunder. THIS SERIES 2024B BOND IS CONTINUALLY SECURED BY THE FAITH, CREDIT AND REVENUE OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT.

The Series 2024B Bonds mature on the first day of _____ of the following years, in the principal amounts and bear interest at the following rates of interest:

Year (November 1)	Amount	Interest Rate
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		
2035		
2036		
2037		
2038		
2039		
2040		
2041		
2042		
2043		
2044		
TOTAL		

Optional Redemption. The Series 2024B Bonds maturing on and after November 1, 20____ shall be subject to optional redemption prior to their maturity on any date on or after November 1, 20____, in whole or in part, in inverse order of maturity and by lot within a maturity, at the election of the Lexington-Fayette Urban County Government upon 45 days' written notice to the Paying Agent and Registrar at a redemption price equal to 100% of the principal amount redeemed plus accrued interest to the date fixed for redemption.

Notice of Redemption. At least thirty (30) days before the optional redemption date of any Series 2024B Bonds the Paying Agent and Registrar shall cause a notice of such redemption signed by the Paying Agent and Registrar, to be mailed, first class, postage prepaid, to all registered owners of the Series 2024B Bonds to be redeemed at their addresses as they appear on the registration books kept by the Paying Agent and Registrar, but failure to mail any such notice shall not affect the validity of the proceedings for such redemption of Series 2024B Bonds for which such notice has been sent. Each such notice shall set forth the date fixed for redemption, the redemption price to be paid and, if less than all of the Series 2024B Bonds being payable by their terms on a single date then outstanding shall be called for redemption, the distinctive number or letters, if any, of such Series 2024B Bonds to be redeemed.

On the date so designated for redemption, notice having been published in the manner under the conditions hereinabove provided and moneys for payment of the redemption price being held in the Series 2024B Bond Payment Fund by the Paying Agent and Registrar for the registered owners of the Series 2024B Bonds to be redeemed, the Series 2024B Bonds so called for redemption shall become and be due and payable at the redemption price provided for redemption of such Series 2024B Bonds on such date, interest on the Series 2024B Bonds so called for redemption shall cease to accrue, and the registered owners of such Series 2024B Bonds shall have no right in respect thereof except to receive payment of the redemption price thereof.

No recourse shall be had for the payment of the principal of or the interest on this Series 2024B Bond, or for any claim based hereon, against any officer, agent or employee, past, present or future, of the Lexington-Fayette Urban County Government, as such, either directly or through the Lexington-Fayette Urban County Government, whether by virtue of any constitutional provision, statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise; all such liability of such officers, agents or employees is hereby renounced, waived and released as a condition of and as consideration for the issuance, execution and acceptance of this Series 2024B Bond.

It is hereby certified that all acts, conditions and things required to be done, to occur or be performed precedent to and in the issuance of this Series 2024B Bond, or in the creation of the obligations of which this Series 2024B Bond is evidence, have been done, have occurred and have been performed in regular and due form and manner as required by law; that the faith, credit and revenue of the Lexington-Fayette Urban County Government are hereby irrevocably pledged for the prompt payment of the principal hereof and interest hereon; that the repayment obligation represented by this Series 2024B Bond is not in excess of any constitutional or statutory limitation; and that due provision has been made for the levy and collection of a tax sufficient in amount to pay the interest on this Series 2024B Bond as it falls due and to provide for the redemption of this Series 2024B Bond at maturity or upon earlier redemption.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Lexington-Fayette Urban County Government has caused this Series 2024B Bond to be signed either manually or by facsimile in its name by its Mayor and duly attested either manually or by facsimile by its Urban County Council Clerk and an impression or facsimile of the Lexington-Fayette Urban County Government's seal to be imprinted hereon, as of the date set forth above.

**LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT**

By: _____
Linda Gorton
Mayor

(SEAL)

Attest:

By: _____
Abigail Allan
Clerk of the Urban County Council

CERTIFICATE OF AUTHENTICATION

This is to certify that this Series 2024B Bond is one of the Series 2024B Bonds described hereinabove.

_____,

By: _____
Name:
Title:

Date of Authentication: _____

Unless this certificate is presented by an authorized representative of The Depository Trust Company to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of CEDE & Co or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to CEDE & Co, ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, CEDE & Co, has an interest herein.

45364413 DS JCM/ cab (New Money)

CERTIFICATE

It is hereby certified that the following is a correct and complete copy of the text of the legal opinion of Dinsmore & Shohl LLP, Attorneys, Lexington, Kentucky, regarding the issue of which the within Series 2024B Bond is one, the original of which opinion was manually executed, dated and issued as of the date of delivery of and payment for said issue and a copy of which is on file with the undersigned.

Urban County Council Clerk

[INSERT FORM OF APPROVING OPINION]

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto:

(please print or typewrite social security number or other identifying number and name and address of transferee)

the within Series 2024B Bond and does hereby irrevocably constitute and appoint _____ or its successor as Paying Agent and Registrar to transfer the said Series 2024B Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Notice: The signature to this assignment must correspond with the name of the registered owner as it appears upon the face of the within Series 2024B Bond in every particular, without alteration or enlargement or any change whatever.



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0961-24

File ID: 0961-24

Type: Resolution

Status: Approved

Version: 1

Contract #:

In Control: Urban County Council

File Created: 09/19/2024

File Name: PSA for Crisis Response Mediators FY25

Final Action: 10/10/2024

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute Agreement(s) with Nestor Gomez, Terry Dumphord, Corey Dunn, and Stephen Overstreet, to serve as Crisis Response Mediators for ONE Lexington, at a total cost not to exceed \$20,000. [Office of the Mayor, Carama]

Notes:

Sponsors:

Enactment Date: 10/10/2024

Attachments: CRT Bluesheet memo, Agreement Dumphord, Agreement Dunn, Agreement Gomez, Agreement Overstreet, RESO 0961-24 ONE Lexington Crisis Response PSA 4853-9467-7483 v.1.docx, R-517-2024

Enactment Number: R-517-2024

Deed #:

Hearing Date:

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	10/08/2024	Approved and Referred to Docket	Urban County Council	10/10/2024		Pass
1	Urban County Council	10/10/2024	Received First Reading	Urban County Council	10/10/2024		
1	Urban County Council	10/10/2024	Suspended Rules for Second Reading				Pass
1	Urban County Council	10/10/2024	Approved				Pass

Text of Legislative File 0961-24

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute Agreement(s) with Nestor Gomez, Terry Dumphord, Corey Dunn, and Stephen Overstreet,

to serve as Crisis Response Mediators for ONE Lexington, at a total cost not to exceed \$20,000. [Office of the Mayor, Carama]

Summary

Authorization to enter into Professional Services Agreements with each selected crisis response mediator in order to implement the One Lexington neighborhood crisis response model, with each Agreement not to exceed \$5,000 for a total cost of \$20,000 in FY2025.

Funds are Budgeted. (L0961-24) (Carama/Scott)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: { Select Yes, Completed by [Brittany Smith, 9/19/24]}

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

Fully Budgeted [select]: Yes

Account Number: 1101-133006-1321-71299

This Fiscal Year Impact: \$20,000.00

Annual Impact:

Project:

Activity:

Budget Reference:

Current Balance: \$133,687.68



TO: Lexington-Fayette Urban County Council
FROM: Kenneth Payne
DATE: September 19, 2024
SUBJECT: Community Action County/One Lexington Crisis Response

Requesting approval of a resolution to enter into Professional Services Agreements with each selected crisis response mediator in order to implement the One Lexington neighborhood crisis response model, with each agreement not to exceed \$5,000 in FY2025.

The department needs this action completed to move forward with selected mediators to provide these services. The selected contractors list will be made publicly available.

Selected Contractors:

Nestor Gomez

Terry Dumphord

Corey Dunn

Stephen Overstreet

The cost for this FY is: \$20,000

The cost for future FY is: N/A

The funds are budgeted.

Account number: 1101-133006-1321-71299

File Number: 0961-24

Director/Commissioner: Devine Carama/Tyler Scott



PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”), is made and entered into on the ___1st___ day of ___July, 2024, by and between the Lexington-Fayette Urban County Government, an urban county government of the Commonwealth of Kentucky pursuant to KRS Chapter 67A, and located at 200 East Main Street, Lexington, Fayette County, Kentucky 40507 (hereinafter referred to as “Government”), on behalf of ONE Lexington (“Sponsor”) and Name COREY DUNN, address 117 W 6TH ST, city LEXINGTON, state KY zip code 40508 (hereinafter referred to as “Contractor”)

WITNESSETH

WHEREAS, the Sponsor is a program established by the Government to enhance safety and quality of life in neighborhoods experiencing violent crime;

WHEREAS, the Sponsor seeks to enhance the quality of life in the neighborhoods impacted by violent crime by enhancing these neighborhoods’ crisis response;

WHEREAS, the Government, through its Sponsor, has prepared a strategic plan to enhance neighborhoods’ crisis response, called the Crisis Response Model (“Model”);

WHEREAS, the Government seeks help implementing this Model throughout neighborhoods in Lexington that would most benefit from an enhanced crisis response;

WHEREAS, the Contractor has been selected as an independent contractor to aide in implementing this Model by performing street outreach and mentoring services for youth within these neighborhoods affected by violent crime;

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 CONTRACTOR

1. Contractor agrees that its responsibilities under this Agreement shall include the following activities:
 - a. Attending any training requested by the Government and/or its Sponsor;
 - b. Responding timely to requests to visit the scene of any violent incident that has occurred or been threatened to occur in any Lexington neighborhood (“Crisis” or “Crises”), when deployment is requested by the Sponsor and the Contractor is otherwise available and is selected by the Sponsor, in order to begin implementation of the Model;
 - c. Serving as a mediator in any Crisis, if available and selected by the Sponsor;
 - d. Referring and connecting individuals involved in a Crisis to services the Sponsor has previously identified;
 - e. Providing wraparound services to families of individuals involved in a Crisis; and,
 - f. Timely completion of any reports requested by the Government and/or its Sponsor.
2. Contractor agrees to comply with all terms of the Government’s Model, which is attached hereto and incorporated herein by reference. The Contractor understands and agrees that the

failure to comply with the Model is a material breach of this Agreement, and in the event of such a material breach, the Government may immediately terminate this Agreement without providing advance notice to the Contractor as may be required elsewhere in this Agreement.

3. Contractor agrees that any authority bestowed by the Government through this Agreement is limited to responding to Crises identified by the Sponsor. Contractor understands and agrees that it has no actual or apparent authority to respond to any violent incident if that response is not requested and/or approved by the Sponsor. Any response or services the Contractor provides to any violent incident beyond the scope of the authority granted in this Agreement constitutes an entirely voluntary response by the Contractor, which is not governed by this Agreement, and the Contractor bears sole responsibility and liability for action he/she takes with regard to that voluntary response.
4. Contractor agrees it shall not distribute any materials bearing the Government's Logo or that of its Sponsor without prior authorization from Government.

SECTION II

OBLIGATIONS OF GOVERNMENT

1. On a mutually agreeable date(s) after the effective date of this Agreement, Government agrees to pay Contractor a biweekly stipend of \$250.00. The total amount paid to Contractor shall not exceed \$5,000.00 during the initial "Term" of this Agreement as defined in Section III below.
2. Government agrees to provide training to the Contractor on how to implement its Model.

SECTION III

GENERAL CONDITIONS

1. This Agreement shall be effective from July 1, 2024, through June 30, 2025 ("Term").
2. This Agreement may be terminated by either party for any reason upon thirty (30) written days 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 this Agreement.
3. The Government acknowledges and agrees that this Agreement shall not in any way interfere with or prevent the engagement of the Contractor in other employment, presently or otherwise.
4. The Contractor acknowledges that he/she is an independent contractor under this Agreement and not any employee of the Government for any purpose. 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.
5. The Contractor is solely responsible for his or her conduct and actions while performing services under this Agreement and understands that the Government will not indemnify, defend, or hold him or harmless from liability should a claim or action be brought against the Government or Sponsor.

6. 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.
7. This 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.
8. 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:  _____
NAME:

PROFESSIONAL SERVICES AGREEMENT

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WITNESSETH

WHEREAS, the Sponsor is a program established by the Government to enhance safety and quality of life in neighborhoods experiencing violent crime;

WHEREAS, the Sponsor seeks to enhance the quality of life in the neighborhoods impacted by violent crime by enhancing these neighborhoods’ crisis response;

WHEREAS, the Government, through its Sponsor, has prepared a strategic plan to enhance neighborhoods’ crisis response, called the Crisis Response Model (“Model”);

WHEREAS, the Government seeks help implementing this Model throughout neighborhoods in Lexington that would most benefit from an enhanced crisis response;

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3. The Government acknowledges and agrees that this Agreement shall not in any way interfere with or prevent the engagement of the Contractor in other employment, presently or otherwise.
4. The Contractor acknowledges that he/she is an independent contractor under this Agreement and not any employee of the Government for any purpose. 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.
5. The Contractor is solely responsible for his or her conduct and actions while performing services under this Agreement and understands that the Government will not indemnify, defend, or hold him or harmless from liability should a claim or action be brought against the Government or Sponsor.

6. 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.
7. This 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.
8. 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

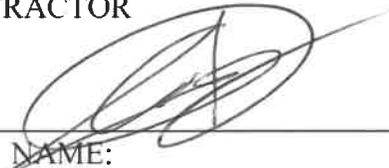
BY: _____
Linda Gorton, Mayor

ATTEST:

Clerk of the Urban County Council

CONTRACTOR

BY: _____
NAME:



PROFESSIONAL SERVICES AGREEMENT

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WITNESSETH

WHEREAS, the Sponsor is a program established by the Government to enhance safety and quality of life in neighborhoods experiencing violent crime;

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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 CONTRACTOR

1. Contractor agrees that its responsibilities under this Agreement shall include the following activities:
 - a. Attending any training requested by the Government and/or its Sponsor;
 - b. Responding timely to requests to visit the scene of any violent incident that has occurred or been threatened to occur in any Lexington neighborhood (“Crisis” or “Crises”), when deployment is requested by the Sponsor and the Contractor is otherwise available and is selected by the Sponsor, in order to begin implementation of the Model;
 - c. Serving as a mediator in any Crisis, if available and selected by the Sponsor;
 - d. Referring and connecting individuals involved in a Crisis to services the Sponsor has previously identified;
 - e. Providing wraparound services to families of individuals involved in a Crisis; and,
 - f. Timely completion of any reports requested by the Government and/or its Sponsor.
2. Contractor agrees to comply with all terms of the Government’s Model, which is attached hereto and incorporated herein by reference. The Contractor understands and agrees that the

failure to comply with the Model is a material breach of this Agreement, and in the event of such a material breach, the Government may immediately terminate this Agreement without providing advance notice to the Contractor as may be required elsewhere in this Agreement.

3. Contractor agrees that any authority bestowed by the Government through this Agreement is limited to responding to Crises identified by the Sponsor. Contractor understands and agrees that it has no actual or apparent authority to respond to any violent incident if that response is not requested and/or approved by the Sponsor. Any response or services the Contractor provides to any violent incident beyond the scope of the authority granted in this Agreement constitutes an entirely voluntary response by the Contractor, which is not governed by this Agreement, and the Contractor bears sole responsibility and liability for action he/she takes with regard to that voluntary response.
4. Contractor agrees it shall not distribute any materials bearing the Government's Logo or that of its Sponsor without prior authorization from Government.

SECTION II

OBLIGATIONS OF GOVERNMENT

1. On a mutually agreeable date(s) after the effective date of this Agreement, Government agrees to pay Contractor a biweekly stipend of \$250.00. The total amount paid to Contractor shall not exceed \$5,000.00 during the initial "Term" of this Agreement as defined in Section III below.
2. Government agrees to provide training to the Contractor on how to implement its Model.

SECTION III

GENERAL CONDITIONS

1. This Agreement shall be effective from July 1, 2024, through June 30, 2025 ("Term").
2. This Agreement may be terminated by either party for any reason upon thirty (30) written days 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 this Agreement.
3. The Government acknowledges and agrees that this Agreement shall not in any way interfere with or prevent the engagement of the Contractor in other employment, presently or otherwise.
4. The Contractor acknowledges that he/she is an independent contractor under this Agreement and not any employee of the Government for any purpose. 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.
5. The Contractor is solely responsible for his or her conduct and actions while performing services under this Agreement and understands that the Government will not indemnify, defend, or hold him or harmless from liability should a claim or action be brought against the Government or Sponsor.

6. 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.
7. This 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.
8. 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: _____

NAME: _____

Stephen Overstreet

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AGREEMENT(S) WITH NESTOR GOMEZ, TERRY DUMPHORD, COREY DUNN, AND STEPHEN OVERSTREET, TO SERVE AS CRISIS RESPONSE MEDIATORS FOR ONE LEXINGTON, AT A TOTAL COST NOT TO EXCEED \$20,000.00.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute Agreements, attached hereto and incorporated herein by reference, with Nestor Gomez, Terry Dumphord, Corey Dunn, and Stephen Overstreet, to serve as crisis response mediators for ONE Lexington.

Section 2 - That an amount, not to exceed the sum of \$20,000.00, be and hereby is approved for payment to Nestor Gomez (\$5,000.00), Terry Dumphord (\$5,000.00), Corey Dunn (\$5,000.00), and Stephen Overstreet (\$5,000.00), from account #1101-133006-71299, pursuant to the terms of the Agreements.

Section 3 - That this Resolution shall become effective as of July 1, 2024.

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0961-24:BGS:4853-9467-7483, v. 1

RESOLUTION NO. 517 - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AGREEMENT(S) WITH NESTOR GOMEZ, TERRY DUMPHORD, COREY DUNN, AND STEPHEN OVERSTREET, TO SERVE AS CRISIS RESPONSE MEDIATORS FOR ONE LEXINGTON, AT A TOTAL COST NOT TO EXCEED \$20,000.00.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute Agreements, attached hereto and incorporated herein by reference, with Nestor Gomez, Terry Dumphord, Corey Dunn, and Stephen Overstreet, to serve as crisis response mediators for ONE Lexington.

Section 2 - That an amount, not to exceed the sum of \$20,000.00, be and hereby is approved for payment to Nestor Gomez (\$5,000.00), Terry Dumphord (\$5,000.00), Corey Dunn (\$5,000.00), and Stephen Overstreet (\$5,000.00), from account #1101-133006-71299, pursuant to the terms of the Agreements.

Section 3 - That this Resolution shall become effective as of July 1, 2024.

PASSED URBAN COUNTY COUNCIL: October 10, 2024

Linda Gorton

MAYOR

ATTEST:

[Signature]

CLERK OF URBAN COUNTY COUNCIL

0961-24:BGS:4853-9467-7483, v. 1



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0967-24

File ID: 0967-24

Type: Resolution

Status: Approved

Version: 1

Contract #: 300-2024

In Control: Urban County Council

File Created: 09/19/2024

File Name: Bluegrass ADD PSA Local Dues FY25

Final Action: 10/10/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Purchase of Service Agreement with the Bluegrass Area Development District, for FY 2025 local dues payment to support aging services, workforce development, and regional planning, at a cost not to exceed \$61,288.30. [Dept. of Social Services, Allen-Bryant]

Notes: In office 9/24/2024. MS

No attestation. Let Theresa know! 10/25/2024 MS

Sponsors:

Enactment Date: 10/10/2024

Attachments: 0967-24 Bluesheet Memo BG ADD Local Dues PSA FY25, Local Dues FY 25 PURCHASE OF SERVICE AGREEMENT, RESO 0967-24 Bluegrass ADD member dues 4876-7482-1100 v.1.doc, R-518-2024, Contract #300-2024

Enactment Number: R-518-2024

Deed #:

Hearing Date:

Drafter: Theresa Maynard

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	10/08/2024	Approved and Referred to Docket	Urban County Council	10/10/2024		Pass
1	Urban County Council	10/10/2024	Received First Reading	Urban County Council	10/10/2024		
1	Urban County Council	10/10/2024	Suspended Rules for Second Reading				Pass
1	Urban County Council	10/10/2024	Approved				Pass

Text of Legislative File 0967-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Purchase of Service Agreement with the Bluegrass Area

Development District, for FY 2025 local dues payment to support aging services, workforce development, and regional planning, at a cost not to exceed \$61,288.30. [Dept. of Social Services, Allen-Bryant]

Summary

Authorization to execute a Purchase of Service Agreement and Exhibits A & B with the Bluegrass Area Development District (ADD) for local member dues in the amount of \$61,288.30. Active membership in the Bluegrass ADD affords LFUCG access to resources related to aging services, workforce development, and regional planning. Funds are Budgeted. (L0967-24) (Allen-Bryant)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: Yes, Tiffany Holskey 6/28/24

Risk Management: No

Fully Budgeted [select]: Yes

Account Number: 1101-900302-0001-71101

This Fiscal Year Impact: \$61,288.30

Annual Impact:

Project:

Activity:

Budget Reference:

Current Balance: \$109,898.00



TO: Mayor Linda Gorton
Honorable Members, Urban County Council

FROM: 
Kacy Allen-Bryant, Commissioner of Social Services

DATE: September 20, 2024

SUBJECT: Agreement with Bluegrass Area Development District
Local Member Dues FY2025

Request:

Request Council Authorization for the Mayor to execute a Purchase of Service Agreement and Exhibits A & B with the Bluegrass Area Development District (ADD) for local member dues.

Why are you requesting?

Lexington-Fayette County is one of 17 counties in the regional Area Development District. Active membership in the Bluegrass ADD affords LFUCG access to resources related to aging services, workforce development, and regional planning.

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

The cost for this Fiscal Year is \$61,288.30, and is based upon 13 cents per capita of Fayette County's estimated population. Future budget year costs are projected to remain at aforementioned per capita ratio.

Are the funds budgeted?

The funds are budgeted in account 1101-900302-0001-71101.

File Number: 0967-24

Director/Commissioner: Kacy Allen-Bryant



PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT, made and entered into on the 13 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 ("LFUCG"), 200 East Main Street, Lexington, Kentucky 40507, and the **BLUEGRASS AREA DEVELOPMENT DISTRICT** ("Organization"), with offices located at 699 Perimeter Drive, Lexington, Kentucky 40517.

WITNESSETH

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

1. **EFFECTIVE DATE; TERM.** This Agreement shall commence on July 1, 2024 and shall last for a period of 1 year unless terminated by at an earlier time as provided in Section 5.
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" – Scope of Work
 - B. Exhibit "B" – Annual Report

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", and "B" in that order.

3. **SCOPE OF SERVICES.** Organization shall perform the services outlined in the attached Exhibit "A" – Scope of Work for LFUCG in a timely, workmanlike and professional manner (the "Services").
4. **PAYMENT.** LFUCG shall pay Organization a total amount not to exceed Sixty-One Thousand, Two Hundred and Eighty-Eight dollars (\$61,288.30) for the performance of the Services (the "Estimated Fee"). Such payment shall be made within thirty (30) days after Organization submits an invoice and an annual report described in Section 6. The funds represent dues to promote regional solutions to local issues beneficial to Lexington-Fayette County, being further described in Exhibit A. 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. The dues are considered voluntary and shall only be paid upon completion of the requirements of this Agreement, to the reasonable satisfaction of the Government. Absent any additional written agreement stating otherwise any travel or other expenses are included in the above payment. Urban County funds provided under this Agreement will not carry forward into the next fiscal year (FY

2026). As such, failure to fulfill all the requirements of this Agreement, including, but not limited to, the required reporting; the presentation of a progress report at a Urban County Council committee or as otherwise instructed by the Government; and the provision of an invoice after or with the final report, within the term shall result in nonpayment of funds.

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. Organization shall not be paid an amount which exceeds the Estimated Fee for the work performed.

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. The Organization shall submit to the Commissioner of Social Services, by May 31, 2024, on such forms as the Commissioner of Social Services shall provide, a report containing, for each of the services enumerated in Exhibit A which were provided in the current fiscal year, (a) a description of the service provided, including the costs of providing services and the quantity and quality of the service provided, and (b) the additional information requested in and submitted on the form attached hereto as Exhibit B (or a similar form created and provided to Organization by the Government). Any and all provisions of this Agreement to the contrary notwithstanding, the compensation of Organization shall not be paid unless and until Organization submits the satisfactorily completed reports and invoice required hereunder. In addition, Organization shall be required to present a progress report as to its activities a minimum of one (1) time during the term before the Urban County Council's Economic Development Committee, the Urban County Council's Social Services & Public Safety Committee, or as otherwise instructed by the Government, prior to receiving funds under this Agreement.

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. Funds shall not be provided under this Agreement if the Organization fails to comply with all laws, ordinances, and regulations, or becomes subject to any federal or state investigation or lawsuit relating to unethical behavior or the mispending of funds during the term of this Agreement. LFUCG may request proof that Organization has timely filed federal, state, or local tax forms which shall be provided by Organization on a timely basis. The person signing this Agreement on behalf of Organization is fully authorized to do so.

8. INSURANCE; INDEMNITY.

a. At all times relevant to the performance of this Agreement, Organization shall maintain insurance coverages in at least the following amounts, which shall be properly filed and approved by the Kentucky Department of Insurance. Evidence of such coverage shall be made available to LFUCG upon request. General Liability (\$1 million per

occurrence, \$2 million aggregate or \$2 million combined single limit); Commercial Automobile Liability (combined single, \$1 million per occurrence); (if applicable) Professional Liability (\$1 million per occurrence, \$2 million aggregate); Worker's Compensation (Statutory); and Employer's Liability (\$1 million).

b. Organization shall indemnify, defend and hold harmless LFUCG and its elected and appointed officials, employees, agents, volunteers, and successors in interest, from and against any and all liability, damages, and losses, including but not limited to: demands, claims, liens, suits, notices of violation from governmental agencies, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by Organization's performance of, or breach of this Agreement and/or the provision of goods or services, provided that (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of Organization or its officials, employees, or agents; and (b) not caused solely by willful misconduct of LFUCG.

c. Organization understands and agrees that its obligation to defend LFUCG includes the obligation to investigate, handle, respond to, resist, provide a defense for, and defend claims, at Organization's expense, using attorneys approved in writing by the LFUCG, which approval shall not be unreasonably withheld.

d. Organization further understands and agrees that its obligation to indemnify includes, but is not limited to: attorney fees and expenses, costs of litigation, court and administrative costs, expert witness fees and expenses, judgments, fines, penalties, interest, all environmental cleanups and remediation costs of whatever kind, and any liability arising from death, injury, or damage of any kind, to any person, including employees and agents of Organization and LFUCG, and damage to, or destruction of, any property, including the property of LFUCG.

e. This provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this Agreement.

f. Organization understands that LFUCG is a political subdivision of the Commonwealth of Kentucky and acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the Organization in any manner.

9. RECORDS. Organization shall keep and make available to LFUCG any records related to this Agreement as are necessary to support its performance of the services. 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.

10. ACCESS. Organization shall allow LFUCG any necessary reasonable access to monitor its performance under this Agreement. Inspection and monitoring of the Organization's work shall in no manner be presumed to relieve in any degree the responsibility or obligations of Organization, or to constitute Organization an agent of the Government.

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, including, but not limited to, Section 2-23 of the Lexington-Fayette Urban County Code of Ordinances, if applicable.

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:

Bluegrass Area Development District
699 Perimeter Drive
Lexington, Kentucky 40517 Attention: Executive Director

For Government:

Lexington-Fayette Urban County Government
Kacy Allen-Bryant, Commissioner of Social Services
200 East Main Street
Lexington, Kentucky 40507

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.

[SIGNATURE PAGE TO FOLLOW]

**LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT**

BY: _____
LINDA GORTON, MAYOR

ATTEST:

Clerk of the Urban County Council

**BLUEGRASS AREA DEVELOPMENT
DISTRICT**

BY: DH Duttlinger
Executive Director

ATTEST:

WITNESS:

DATE: _____

EXHIBIT "A"

Lexington/Fayette Urban County Government
Addendum for Services

SCOPE OF WORK

Scope of Work

Local Contribution

During fiscal year 2025, the Bluegrass Area Development District (BGADD) will use these funds to promote regional solutions to local issues. The Lexington-Fayette Urban County Government (LFUCG) contribution of \$61,288.30 is commingled with contributions from other member governments to create a unique fund. The resulting fund is used to match state and federal grants and to pay expenses deemed necessary by the BGADD Board of Directors for which no state/federal grant monies are available.

EXHIBIT "B"

Lexington/Fayette Urban County Government
Addendum for Services
Annual Report

Lexington-Fayette Urban County Government
Annual Report
Fiscal Year 2025

Economic Development Partner Agency:
Bluegrass Area Development District

9/12/2024

Date

Outcome Evaluation

Using the Exhibit "A" to the Bluegrass Area Development District's Purchase of Service Agreement, please demonstrate progress towards stated goals and initiatives.

NOTE: If there have been changes to your LFUCG funded program(s) necessitating amendment of your approved outcomes, please contact Kacy Allen-Bryant, Department of Social Services at kallenbryant@lexingtonky.gov or at 859-258-3804 to discuss the proposed amendments.

Workforce Activity within Lexington-Fayette County

Please describe how BGADD has worked with LFUCG's Director of Workforce & Business Engagement on matters impacting employment and company workforce needs to increase workforce activity within Lexington-Fayette County during the previous fiscal year, July 1, 2023 – June 30, 2024.

Board support staff with the BGWIB have worked closely with LFUCG Director of Business Engagement and several council members throughout the program year to advance initiatives in Lexington. During this period, we have collaborated on Several Rapid response events, Job and Employment Fairs and other valuable workforce endeavors. We have partnered on events with Charles Young Center, the Black & Williams Center, Urban League, Arbor Youth services, as well as other neighborhood and local non-profit organizations. Currently we work closely with LFUCG Director of Business Engagement on multiple projects, including federal and state grant initiatives.

Bluegrass Workforce Innovation Board

Please describe what the Bluegrass Workforce Innovation Board has done to aid workforce development in Lexington-Fayette County during the previous fiscal year, July 1, 2023 – June 30, 2024.

The Bluegrass LWDB continues to partner with multiple organizations and employers in Lexington/Fayette County. We had employer master agreements with 16 employers in Lexington. We have worked with nonprofits across the city to provide resources for job fairs, hiring events, and specifically with numerous recovery centers and sober living houses to provide workshops focused on Labor Market data, employability skills, and goal setting for long term self-sufficiency employment. In the past year we have partnered with Success Academy, Waypoint Center, The Learning center, Aspire Day school, Lexington Parks and Rec. and Nathaniel Mission providing career exploration workshops. The Bluegrass continues to provide assistance to multiple recovery facilities and other facilities to provide workshops, one on one career coaching, mock interviews, etc. Some of those facilities include Chrysalis House, Fayette Juvenile Detention Center, Hope Center, Lexington Rescue Mission, Lighthouse Ministries, Primary Purpose, and Success Academy.

The Bluegrass LWDB has been involved in various community and workforce development initiatives. They regularly attend Lexington Economic Partnership (LEP) meetings, where partners discuss services, resources, and opportunities to benefit local employers, fostering strong relationships to enhance workforce development. Additionally, the team participated in Recovery Ready Communities meetings at Eastern State Hospital, working toward establishing Fayette County as a Recovery Ready Community. Other engagements include attending job fairs, such as the Success Academy Job Fair, and collaborating with the City of Lexington on the Central Bank Expungement Clinic. They also took part in resource fairs like the Expungement Resource Fair at Northside Library, Kenwick Community Resource Fair, UK Work Life Resource Fair, and the Work Lexington Career and Resource Fair. In support of the community, the team donated coloring books and crayons to the Back to School Bash at Douglas Park and partnered with Frederick Douglas High School on virtual reality events. 41 Fayette County residents received intensive services funded by the Workforce Innovation and Opportunity Act (WIOA), designed to provide comprehensive support for workforce development and employment assistance. These services included Paid internships, tuition assistance, and supportive services.

Work of the BGADD Local Elected Officials Governing Board

Please describe how the BGADD has assisted the Mayor of Lexington-Fayette County in her role as Co-Chief Local Elected Official within the BGADD Local Elected Officials Governing Board during the previous fiscal year, July 1, 2023 – June 30, 2024.

Each year the Local Workforce Development Board provides training for our Local Elected Officials and our Workforce Innovation Board Members. We have continued to assist the mayor in her role by providing her the agenda and documentation for quarterly board meetings. We are thankful that Mayor Gorton attends and participates in our workforce events in Lexington, and we are blessed to have her as our Co-Chief Elected Official of our Governing board. We are here to assist the mayor and her team with any workforce issues, events, or provide any guidance and are thankful for their continued partnership.

LFUCG Coordination

Please provide a detailed list of all projects the BGADD has worked on in coordination with LFUCG within the during the previous fiscal year, July 1, 2023 – June 30, 2024.

Through out the year we have coordinated and partnered on multiple projects including but not limited to the following:

Job fairs - Success Academy, Central Bank Expungement Clinic, Kenwick Resource Fair, UK Work Life Resource Fair, Work Lexington Career and Resource Fair, and Nathaniel Mission.

VR events - Urban League Youth Conference, The Learning Center, Aspire Day School, BCTC Healthcare Summer Camp, Waypoint Center, Lexington Park and Recreation, and Charles Young Center.

Workshops - We provide virtual workshop every Wednesday and Thursday. These include Goodwill workshops that providing information on WIOA service available to Fayette County residents and we partnered with Fayette County libraries for workshops as needed.

Direct Hire opportunities - Board staff work with LFUCG Director of Business Engagement for individuals seeking employment opportunities within Lexington/Fayette county

A total of 38 events were held in Fayette County with an estimated 2,150 Fayette County residents attending.

Certification

As the Chief Executive Officer (or equivalent) of this agency, I certify that the information provided in this Quarterly Report is true and complete to the best of my knowledge and belief.

I further agree that funds received from LFUCG will be used for the purposes for which they were requested and approved, and that the agency will comply with the requirements set forth in the application and the approved Purchase of Service Agreement and Addendum.

David Duttlinger Printed Name

DH Duttlinger Signature

Executive Director Title

9-13-24 Date

THIS REPORT AND REQUIRED ATTACHMENT(S) ARE DUE BY:

June 30, 2024

THIS REPORT SHOULD BE COMPLETED AND SUBMITTED ELECTRONICALLY TO:

THERESA MAYNARD
SENIOR ADMINISTRATIVE OFFICER, DEPARTMENT OF SOCIAL SERVICES THERESAM@LEXINGTONKY.GOV

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A PURCHASE OF SERVICE AGREEMENT WITH THE BLUEGRASS AREA DEVELOPMENT DISTRICT, FOR FY 2025 LOCAL DUES PAYMENT TO SUPPORT AGING SERVICES, WORKFORCE DEVELOPMENT, AND REGIONAL PLANNING, AT A COST NOT TO EXCEED \$61,288.30.

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 Purchase of Service Agreement, which is attached hereto and incorporated herein by reference, with Bluegrass Area Development District (Bluegrass ADD), for FY 2025 local dues payment to support workforce development, aging services, and regional planning.

Section 2 - That an amount, not to exceed the sum of \$61,288.30, be and hereby is approved for payment to the Bluegrass Area Development District, from account # 1101-900302-71101, pursuant to the terms of the Purchase of Service Agreement.

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

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0967-24:TAH:4876-7482-1100, v. 1

RESOLUTION NO. 518 - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A PURCHASE OF SERVICE AGREEMENT WITH THE BLUEGRASS AREA DEVELOPMENT DISTRICT, FOR FY 2025 LOCAL DUES PAYMENT TO SUPPORT AGING SERVICES, WORKFORCE DEVELOPMENT, AND REGIONAL PLANNING, AT A COST NOT TO EXCEED \$61,288.30.

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 Purchase of Service Agreement, which is attached hereto and incorporated herein by reference, with Bluegrass Area Development District (Bluegrass ADD), for FY 2025 local dues payment to support workforce development, aging services, and regional planning.

Section 2 - That an amount, not to exceed the sum of \$61,288.30, be and hereby is approved for payment to the Bluegrass Area Development District, from account # 1101-900302-71101, pursuant to the terms of the Purchase of Service Agreement.

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

PASSED URBAN COUNTY COUNCIL: October 10, 2024

Linda Gorton

MAYOR

ATTEST:

[Signature]

CLERK OF URBAN COUNTY COUNCIL

0967-24:TAH:4876-7482-1100, v. 1

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT, made and entered into on the 13 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 ("LFUCG"), 200 East Main Street, Lexington, Kentucky 40507, and the **BLUEGRASS AREA DEVELOPMENT DISTRICT** ("Organization"), with offices located at 699 Perimeter Drive, Lexington, Kentucky 40517.

WITNESSETH

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

1. **EFFECTIVE DATE; TERM.** This Agreement shall commence on July 1, 2024 and shall last for a period of 1 year unless terminated by at an earlier time as provided in Section 5.
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" – Scope of Work
 - B. Exhibit "B" – Annual Report

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", and "B" in that order.

3. **SCOPE OF SERVICES.** Organization shall perform the services outlined in the attached Exhibit "A" – Scope of Work for LFUCG in a timely, workmanlike and professional manner (the "Services").
4. **PAYMENT.** LFUCG shall pay Organization a total amount not to exceed Sixty-One Thousand, Two Hundred and Eighty-Eight dollars (\$61,288.30) for the performance of the Services (the "Estimated Fee"). Such payment shall be made within thirty (30) days after Organization submits an invoice and an annual report described in Section 6. The funds represent dues to promote regional solutions to local issues beneficial to Lexington-Fayette County, being further described in Exhibit A. 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. The dues are considered voluntary and shall only be paid upon completion of the requirements of this Agreement, to the reasonable satisfaction of the Government. Absent any additional written agreement stating otherwise any travel or other expenses are included in the above payment. Urban County funds provided under this Agreement will not carry forward into the next fiscal year (FY

2026). As such, failure to fulfill all the requirements of this Agreement, including, but not limited to, the required reporting; the presentation of a progress report at a Urban County Council committee or as otherwise instructed by the Government; and the provision of an invoice after or with the final report, within the term shall result in nonpayment of funds.

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. Organization shall not be paid an amount which exceeds the Estimated Fee for the work performed.

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. The Organization shall submit to the Commissioner of Social Services, by May 31, 2024, on such forms as the Commissioner of Social Services shall provide, a report containing, for each of the services enumerated in Exhibit A which were provided in the current fiscal year, (a) a description of the service provided, including the costs of providing services and the quantity and quality of the service provided, and (b) the additional information requested in and submitted on the form attached hereto as Exhibit B (or a similar form created and provided to Organization by the Government). Any and all provisions of this Agreement to the contrary notwithstanding, the compensation of Organization shall not be paid unless and until Organization submits the satisfactorily completed reports and invoice required hereunder. In addition, Organization shall be required to present a progress report as to its activities a minimum of one (1) time during the term before the Urban County Council's Economic Development Committee, the Urban County Council's Social Services & Public Safety Committee, or as otherwise instructed by the Government, prior to receiving funds under this Agreement.

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. Funds shall not be provided under this Agreement if the Organization fails to comply with all laws, ordinances, and regulations, or becomes subject to any federal or state investigation or lawsuit relating to unethical behavior or the mispending of funds during the term of this Agreement. LFUCG may request proof that Organization has timely filed federal, state, or local tax forms which shall be provided by Organization on a timely basis. The person signing this Agreement on behalf of Organization is fully authorized to do so.

8. **INSURANCE; INDEMNITY.**

a. At all times relevant to the performance of this Agreement, Organization shall maintain insurance coverages in at least the following amounts, which shall be properly filed and approved by the Kentucky Department of Insurance. Evidence of such coverage shall be made available to LFUCG upon request. General Liability (\$1 million per

occurrence, \$2 million aggregate or \$2 million combined single limit); Commercial Automobile Liability (combined single, \$1 million per occurrence); (if applicable) Professional Liability (\$1 million per occurrence, \$2 million aggregate); Worker's Compensation (Statutory); and Employer's Liability (\$1 million).

b. Organization shall indemnify, defend and hold harmless LFUCG and its elected and appointed officials, employees, agents, volunteers, and successors in interest, from and against any and all liability, damages, and losses, including but not limited to: demands, claims, liens, suits, notices of violation from governmental agencies, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by Organization's performance of, or breach of this Agreement and/or the provision of goods or services, provided that (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of Organization or its officials, employees, or agents; and (b) not caused solely by willful misconduct of LFUCG.

c. Organization understands and agrees that its obligation to defend LFUCG includes the obligation to investigate, handle, respond to, resist, provide a defense for, and defend claims, at Organization's expense, using attorneys approved in writing by the LFUCG, which approval shall not be unreasonably withheld.

d. Organization further understands and agrees that its obligation to indemnify includes, but is not limited to: attorney fees and expenses, costs of litigation, court and administrative costs, expert witness fees and expenses, judgments, fines, penalties, interest, all environmental cleanups and remediation costs of whatever kind, and any liability arising from death, injury, or damage of any kind, to any person, including employees and agents of Organization and LFUCG, and damage to, or destruction of, any property, including the property of LFUCG.

e. This provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this Agreement.

f. Organization understands that LFUCG is a political subdivision of the Commonwealth of Kentucky and acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the Organization in any manner.

9. **RECORDS.** Organization shall keep and make available to LFUCG any records related to this Agreement as are necessary to support its performance of the services. 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.

10. **ACCESS.** Organization shall allow LFUCG any necessary reasonable access to monitor its performance under this Agreement. Inspection and monitoring of the Organization's work shall in no manner be presumed to relieve in any degree the responsibility or obligations of Organization, or to constitute Organization an agent of the Government.

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, including, but not limited to, Section 2-23 of the Lexington-Fayette Urban County Code of Ordinances, if applicable.

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:

Bluegrass Area Development District
699 Perimeter Drive
Lexington, Kentucky 40517 Attention: Executive Director

For Government:

Lexington-Fayette Urban County Government
Kacy Allen-Bryant, Commissioner of Social Services
200 East Main Street
Lexington, Kentucky 40507

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.

[SIGNATURE PAGE TO FOLLOW]

**LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT**

BY: Linda Gorton
LINDA GORTON, MAYOR

ATTEST:

Mackenzie Jack
Clerk of the Urban County Council

Deputy

**BLUEGRASS AREA DEVELOPMENT
DISTRICT**

BY: DH Duttlinger
10-25-24

DH Duttlinger
ATTEST:

[Signature]
WITNESS:

DATE: 10-25-24

EXHIBIT "A"

Lexington/Fayette Urban County Government
Addendum for Services

SCOPE OF WORK

Scope of Work

Local Contribution

During fiscal year 2025, the Bluegrass Area Development District (BGADD) will use these funds to promote regional solutions to local issues. The Lexington-Fayette Urban County Government (LFUCG) contribution of \$61,288.30 is commingled with contributions from other member governments to create a unique fund. The resulting fund is used to match state and federal grants and to pay expenses deemed necessary by the BGADD Board of Directors for which no state/federal grant monies are available.

EXHIBIT "B"

Lexington/Fayette Urban County Government
Addendum for Services
Annual Report

Lexington-Fayette Urban County Government
Annual Report
Fiscal Year 2025

Economic Development Partner Agency:
Bluegrass Area Development District

9/12/2024

Date

Outcome Evaluation

Using the Exhibit "A" to the Bluegrass Area Development District's Purchase of Service Agreement, please demonstrate progress towards stated goals and initiatives.

NOTE: If there have been changes to your LFUCG funded program(s) necessitating amendment of your approved outcomes, please contact Kacy Allen-Bryant, Department of Social Services at kallenbryant@lexingtonky.gov or at 859-258-3804 to discuss the proposed amendments.

Workforce Activity within Lexington-Fayette County

Please describe how BGADD has worked with LFUCG's Director of Workforce & Business Engagement on matters impacting employment and company workforce needs to increase workforce activity within Lexington-Fayette County during the previous fiscal year, July 1, 2023 – June 30, 2024.

Board support staff with the BGWIB have worked closely with LFUCG Director of Business Engagement and several council members throughout the program year to advance initiatives in Lexington. During this period, we have collaborated on Several Rapid response events, Job and Employment Fairs and other valuable workforce endeavors. We have partnered on events with Charles Young Center, the Black & Williams Center, Urban League, Arbor Youth services, as well as other neighborhood and local non-profit organizations. Currently we work closely with LFUCG Director of Business Engagement on multiple projects, including federal and state grant initiatives.

Bluegrass Workforce Innovation Board

Please describe what the Bluegrass Workforce Innovation Board has done to aid workforce development in Lexington-Fayette County during the previous fiscal year, July 1, 2023 – June 30, 2024.

The Bluegrass LWDB continues to partner with multiple organizations and employers in Lexington/Fayette County. We had employer master agreements with 16 employers in Lexington. We have worked with nonprofits across the city to provide resources for job fairs, hiring events, and specifically with numerous recovery centers and sober living houses to provide workshops focused on Labor Market data, employability skills, and goal setting for long term self-sufficiency employment. In the past year we have partnered with Success Academy, Waypoint Center, The Learning center, Aspire Day school, Lexington Parks and Rec. and Nathaniel Mission providing career exploration workshops. The Bluegrass continues to provide assistance to multiple recovery facilities and other facilities to provide workshops, one on one career coaching, mock interviews, etc. Some of those facilities include Chrysalis House, Fayette Juvenile Detention Center, Hope Center, Lexington Rescue Mission, Lighthouse Ministries, Primary Purpose, and Success Academy.

The Bluegrass LWDB has been involved in various community and workforce development initiatives. They regularly attend Lexington Economic Partnership (LEP) meetings, where partners discuss services, resources, and opportunities to benefit local employers, fostering strong relationships to enhance workforce development. Additionally, the team participated in Recovery Ready Communities meetings at Eastern State Hospital, working toward establishing Fayette County as a Recovery Ready Community. Other engagements include attending job fairs, such as the Success Academy Job Fair, and collaborating with the City of Lexington on the Central Bank Expungement Clinic. They also took part in resource fairs like the Expungement Resource Fair at Northside Library, Kenwick Community Resource Fair, UK Work Life Resource Fair, and the Work Lexington Career and Resource Fair. In support of the community, the team donated coloring books and crayons to the Back to School Bash at Douglas Park and partnered with Frederick Douglas High School on virtual reality events.

41 Fayette County residents received intensive services funded by the Workforce Innovation and Opportunity Act (WIOA), designed to provide comprehensive support for workforce development and employment assistance. These services included Paid internships, tuition assistance, and supportive services.

Work of the BGADD Local Elected Officials Governing Board

Please describe how the BGADD has assisted the Mayor of Lexington-Fayette County in her role as Co-Chief Local Elected Official within the BGADD Local Elected Officials Governing Board during the previous fiscal year, July 1, 2023 – June 30, 2024.

Each year the Local Workforce Development Board provides training for our Local Elected Officials and our Workforce Innovation Board Members. We have continued to assist the mayor in her role by providing her the agenda and documentation for quarterly board meetings. We are thankful that Mayor Gorton attends and participates in our workforce events in Lexington, and we are blessed to have her as our Co-Chief Elected Official of our Governing board. We are here to assist the mayor and her team with any workforce issues, events, or provide any guidance and are thankful for their continued partnership.

LFUCG Coordination

Please provide a detailed list of all projects the BGADD has worked on in coordination with LFUCG within the during the previous fiscal year, July 1, 2023 – June 30, 2024.

Through out the year we have coordinated and partnered on multiple projects including but not limited to the following:

Job fairs - Success Academy, Central Bank Expungement Clinic, Kenwick Resource Fair, UK Work Life Resource Fair, Work Lexington Career and Resource Fair, and Nathaniel Mission.

VR events - Urban League Youth Conference, The Learning Center, Aspire Day School, BCTC Healthcare Summer Camp, Waypoint Center, Lexington Park and Recreation, and Charles Young Center.

Workshops - We provide virtual workshop every Wednesday and Thursday. These include Goodwill workshops that providing information on WIOA service available to Fayette County residents and we partnered with Fayette County libraries for workshops as needed.

Direct Hire opportunities - Board staff work with LFUCG Director of Business Engagement for individuals seeking employment opportunities within Lexington/Fayette county

A total of 38 events were held in Fayette County with an estimated 2,150 Fayette County residents attending.

Certification

As the Chief Executive Officer (or equivalent) of this agency, I certify that the information provided in this Quarterly Report is true and complete to the best of my knowledge and belief.

I further agree that funds received from LFUCG will be used for the purposes for which they were requested and approved, and that the agency will comply with the requirements set forth in the application and the approved Purchase of Service Agreement and Addendum.

David Duttlinger Printed Name

DH Duttlinger Signature

Executive Director Title

9-13-24 Date

THIS REPORT AND REQUIRED ATTACHMENT(S) ARE DUE BY:

June 30, 2024

THIS REPORT SHOULD BE COMPLETED AND SUBMITTED ELECTRONICALLY TO:

THERESA MAYNARD
SENIOR ADMINISTRATIVE OFFICER, DEPARTMENT OF SOCIAL SERVICES THERESAM@LEXINGTONKY.GOV



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0968-24

File ID: 0968-24

Type: Resolution

Status: Approved

Version: 1

Contract #: 294-2024

In Control: Urban County Council

File Created: 09/19/2024

File Name: Bluegrass ADD PSA Homecare Match FY25

Final Action: 10/10/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Purchase of Service Agreement with the Bluegrass Area Development District, to provide a regional match to the State-funded Homecare Program, at a cost not to exceed \$48,610. [Dept. of Social Services, Allen-Bryant]

Notes: In office 9/24/2024. MS

Stamped and filed in the CCO. Returned to Theresa Maynard 10/25/2024. MS JK JK needs attestation. SEnt back to Theresa Maynard. MS

Sponsors:

Enactment Date: 10/10/2024

Attachments: 0968-24 Bluesheet Memo BG ADD HomeCare Match PSA FY25, Homecare Match FY25 PURCHASE OF SERVICE AGREEMENT, RESO 0968-24 Homecare Match Bluegrass ADD 4854-4993-9436 v.1.docx, R-519-2024, Contract #294-2024

Enactment Number: R-519-2024

Deed #:

Hearing Date:

Drafter: Theresa Maynard

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	10/08/2024	Approved and Referred to Docket	Urban County Council	10/10/2024		Pass
1	Urban County Council	10/10/2024	Received First Reading	Urban County Council	10/10/2024		
1	Urban County Council	10/10/2024	Suspended Rules for Second Reading				Pass
1	Urban County Council	10/10/2024	Approved				Pass

Text of Legislative File 0968-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County

Government, to execute a Purchase of Service Agreement with the Bluegrass Area Development District, to provide a regional match to the State-funded Homecare Program, at a cost not to exceed \$48,610. [Dept. of Social Services, Allen-Bryant]

Summary

Authorization to execute a Purchase of Service Agreement with Bluegrass Area Development District for the regional Grant match in the amount of \$48,610 to the state-funded Homecare Program. Bluegrass ADD operates the Homecare Program, which provides in-home assistance for low-income, home-bound seniors in Fayette County. Funds are Budgeted. (L0968-24) (Allen-Bryant)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: Yes, Tiffany Holskey 6/28/24

Risk Management: No

Fully Budgeted [select]: Yes

Account Number: 1101-900302-0001-71101

This Fiscal Year Impact: \$48,610

Annual Impact:

Project:

Activity:

Budget Reference:

Current Balance: \$109,898.00



TO: Mayor Linda Gorton
Honorable Members, Urban County Council

FROM: 
Kacy Allen-Bryant, Commissioner of Social Services

DATE: September 20, 2024

SUBJECT: Agreement with Bluegrass Area Development District
Homecare Program – Grant Match

Request:

Request Council Authorization for the Mayor to execute a Purchase of Service Agreement with Bluegrass Area Development District for regional match to state Homecare funds.

Why are you requesting?

LFUCG's contribution represents grant match to the state-funded Homecare program. Bluegrass ADD operates the Homecare Program, which provides in-home assistance for low-income, home-bound seniors in Fayette County.

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

The cost for Fiscal Year 2025 is \$48,610. The cost for future fiscal years will be based on the amount of available state Homecare funds.

Are the funds budgeted?

Yes, in account 1101-900302-0001-71101.

File Number: 0968-24

Director/Commissioner: Kristy Stambaugh / Kacy Allen-Bryant



PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT, made and entered into on the 13 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 ("LFUCG"), 200 East Main Street, Lexington, Kentucky 40507, and the **BLUEGRASS AREA DEVELOPMENT DISTRICT** ("Organization"), with offices located at 699 Perimeter Drive, Lexington, Kentucky 40517.

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 - A. Exhibit "A" – Scope of Work

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3. **SCOPE OF SERVICES.** Organization shall perform the services outlined in the attached Exhibit "A" – Scope of Work for LFUCG in a timely, workmanlike and professional manner (the "Services").
4. **PAYMENT.** LFUCG shall pay Organization a total amount not to exceed Forty-Eight Thousand, Six Hundred and Ten Dollars (\$48,610.00) for the performance of the Services (the "Estimated Fee"). Such payment shall be made within thirty (30) days after Organization submits an invoice. The funds represent a portion of a regional match to state HOMECARE funds, for services being further described in Exhibit A. 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.
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. Organization shall not be paid an amount which exceeds the Estimated Fee for the work performed.

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b. Organization shall indemnify, defend and hold harmless LFUCG and its elected and appointed officials, employees, agents, volunteers, and successors in interest, from and against any and all liability, damages, and losses, including but not limited to: demands, claims, liens, suits, notices of violation from governmental agencies, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by Organization's performance of, or breach of this Agreement and/or the provision of goods or services, provided that (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of Organization or its officials, employees, or agents; and (b) not caused solely by willful misconduct of LFUCG.

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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, including, but not limited to, Section 2-23 of the Lexington-Fayette Urban County Code of Ordinances, if applicable.

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:

Bluegrass Area Development District
699 Perimeter Drive
Lexington, Kentucky 40517 Attention: Executive Director

For Government:

Lexington-Fayette Urban County Government
Kacy Allen-Bryant, Commissioner of Social Services
200 East Main Street
Lexington, Kentucky 40507

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.

[SIGNATURE PAGE TO FOLLOW]

**LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT**

BY: _____
LINDA GORTON, MAYOR

ATTEST:

Clerk of the Urban County Council

**BLUEGRASS AREA DEVELOPMENT
DISTRICT**

BY: DH Dittlinger
Executive Director

ATTEST:

WITNESS:

DATE: _____

EXHIBIT "A"

Lexington/Fayette Urban County Government
Addendum for Services
SCOPE OF WORK

Scope of Work

Senior Services

During fiscal year 2025, the BGADD will use \$48,610 as a portion of a regional match to state HOMECARE funds. The HOMECARE funds are contracted to Fayette Homecare services for home delivered meals in Fayette County to provide in-home services to keep elderly in their homes.

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A PURCHASE OF SERVICE AGREEMENT WITH THE BLUEGRASS AREA DEVELOPMENT DISTRICT, TO PROVIDE A REGIONAL MATCH TO THE STATE-FUNDED HOMECARE PROGRAM, AT A COST NOT TO EXCEED \$48,610.00.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Purchase of Service Agreement, which is attached hereto and incorporated herein by reference, with the Bluegrass Area Development District (Bluegrass ADD), to provide a regional match to the state-funded HOMECARE Program, which provides in-home assistance for low-income, home-bound seniors in Fayette County.

Section 2 - That an amount, not to exceed the sum of \$48,610.00, be and hereby is approved for payment to Bluegrass Area Development District, from account # 1101-900302-71101, pursuant to the terms of the Purchase of Service Agreement.

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

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0968-24:TAH:4854-4993-9436, v. 1

RESOLUTION NO. 519 - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A PURCHASE OF SERVICE AGREEMENT WITH THE BLUEGRASS AREA DEVELOPMENT DISTRICT, TO PROVIDE A REGIONAL MATCH TO THE STATE-FUNDED HOMECARE PROGRAM, AT A COST NOT TO EXCEED \$48,610.00.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Purchase of Service Agreement, which is attached hereto and incorporated herein by reference, with the Bluegrass Area Development District (Bluegrass ADD), to provide a regional match to the state-funded HOMECARE Program, which provides in-home assistance for low-income, home-bound seniors in Fayette County.

Section 2 - That an amount, not to exceed the sum of \$48,610.00, be and hereby is approved for payment to Bluegrass Area Development District, from account # 1101-900302-71101, pursuant to the terms of the Purchase of Service Agreement.

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

PASSED URBAN COUNTY COUNCIL: October 10, 2024

Linda Gorton

MAYOR

ATTEST:

[Signature]

CLERK OF URBAN COUNTY COUNCIL
0968-24:TAH:4854-4993-9436, v. 1

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT, made and entered into on the 13 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 ("LFUCG"), 200 East Main Street, Lexington, Kentucky 40507, and the **BLUEGRASS AREA DEVELOPMENT DISTRICT** ("Organization"), with offices located at 699 Perimeter Drive, Lexington, Kentucky 40517.

WITNESSETH

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

1. **EFFECTIVE DATE; TERM.** This Agreement shall commence on July 1, 2024 and shall last for a period of 1 year unless terminated by at an earlier time as provided in Section 5.
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" – Scope of Work

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".

3. **SCOPE OF SERVICES.** Organization shall perform the services outlined in the attached Exhibit "A" – Scope of Work for LFUCG in a timely, workmanlike and professional manner (the "Services").
4. **PAYMENT.** LFUCG shall pay Organization a total amount not to exceed Forty-Eight Thousand, Six Hundred and Ten Dollars (\$48,610.00) for the performance of the Services (the "Estimated Fee"). Such payment shall be made within thirty (30) days after Organization submits an invoice. The funds represent a portion of a regional match to state HOMECARE funds, for services being further described in Exhibit A. 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.
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. Organization shall not be paid an amount which exceeds the Estimated Fee for the work performed.

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. Funds shall not be provided under this Agreement if the Organization fails to comply with all laws, ordinances, and regulations. LFUCG may request proof that Organization has timely filed federal, state, or local tax forms which shall be provided by Organization on a timely basis. The person signing this Agreement on behalf of Organization is fully authorized to do so.

8. **INSURANCE; INDEMNITY.**

a. At all times relevant to the performance of this Agreement, Organization shall maintain insurance coverages in at least the following amounts, which shall be properly filed and approved by the Kentucky Department of Insurance. Evidence of such coverage shall be made available to LFUCG upon request. General Liability (\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit); Commercial Automobile Liability (combined single, \$1 million per occurrence); (if applicable) Professional Liability (\$1 million per occurrence, \$2 million aggregate); Worker's Compensation (Statutory); and Employer's Liability (\$1 million).

b. Organization shall indemnify, defend and hold harmless LFUCG and its elected and appointed officials, employees, agents, volunteers, and successors in interest, from and against any and all liability, damages, and losses, including but not limited to: demands, claims, liens, suits, notices of violation from governmental agencies, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by Organization's performance of, or breach of this Agreement and/or the provision of goods or services, provided that (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of Organization or its officials, employees, or agents; and (b) not caused solely by willful misconduct of LFUCG.

c. Organization understands and agrees that its obligation to defend LFUCG includes the obligation to investigate, handle, respond to, resist, provide a defense for, and defend claims, at Organization's expense, using attorneys approved in writing by the LFUCG, which approval shall not be unreasonably withheld.

d. Organization further understands and agrees that its obligation to indemnify includes, but is not limited to: attorney fees and expenses, costs of litigation, court and administrative

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

e. This provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this Agreement.

f. Organization understands that LFUCG is a political subdivision of the Commonwealth of Kentucky and acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the Organization in any manner.

9. **RECORDS.** Organization shall keep and make available to LFUCG any records related to this Agreement as are necessary to support its performance of the services. 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.

10. **ACCESS.** Organization shall allow LFUCG any necessary reasonable access to monitor its performance under this Agreement. Inspection and monitoring of the Organization's work shall in no manner be presumed to relieve in any degree the responsibility or obligations of Organization, or to constitute Organization an agent of the Government.

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.

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For Organization:

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699 Perimeter Drive
Lexington, Kentucky 40517 Attention: Executive Director

For Government:

Lexington-Fayette Urban County Government
Kacy Allen-Bryant, Commissioner of Social Services
200 East Main Street
Lexington, Kentucky 40507

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.

[SIGNATURE PAGE TO FOLLOW]

**LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT**

BY: Linda Gorton
LINDA GORTON, MAYOR

ATTEST:

Mackenzie Stork
Deputy Clerk of the Urban County Council

**BLUEGRASS AREA DEVELOPMENT
DISTRICT**

BY: D.H. Dittlinger
10-25-24

D.H. Dittlinger
ATTEST:

[Signature]
WITNESS:

DATE: 10-25-24

EXHIBIT "A"

Lexington/Fayette Urban County Government
Addendum for Services
SCOPE OF WORK

Scope of Work

Senior Services

During fiscal year 2025, the BGADD will use \$48,610 as a portion of a regional match to state HOMECARE funds. The HOMECARE funds are contracted to Fayette Homecare services for home delivered meals in Fayette County to provide in-home services to keep elderly in their homes.



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0971-24

File ID: 0971-24

Type: Resolution

Status: Approved

Version: 1

Contract #: 297-2024

In Control: Urban County Council

File Created: 09/20/2024

File Name: 2025 Kiddie Kapers Annual Spring Recital at the Opera House

Final Action: 10/24/2024

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a License Agreement with OVG Facilities, LLC, as agent for the Lexington Center, to host the annual Kiddie Kapers Spring Recital at the Lexington Opera House, at no cost to the Urban County Government. [Div. of Parks and Recreation, Conrad]

Notes: In office 9/24/2024. MS

Stamped and filed in the CCO. Returned to Roger and Mindy 10/25/2024. MS

Sponsors:

Enactment Date: 10/24/2024

Attachments: 2025 Kiddie Kapers Opera House Blue Sheet Memo Signed, Lexington Opera House Contract signed, RESO 971-24 Kiddie Kapers Lex Operate House 4895-3170-3785 v.1.docx, R-526-2024, Contract #297-2024

Enactment Number: R-526-2024

Deed #:

Hearing Date:

Drafter: Roger Daman

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	10/08/2024	Approved and Referred to Docket	Urban County Council	10/10/2024		Pass
1	Urban County Council	10/10/2024	Received First Reading	Urban County Council	10/24/2024		
1	Urban County Council	10/24/2024	Approved				Pass

Text of Legislative File 0971-24

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a License Agreement with OVG Facilities, LLC, as agent for the Lexington Center, to host the annual Kiddie Kapers Spring Recital at the Lexington Opera House, at no cost to the

Urban County Government. [Div. of Parks and Recreation, Conrad]

Summary

Authorization to execute an Agreement with the Lexington Center Corporation for Lexington Parks & Recreation to hold its annual Kiddie Kaper's dance recital at the Lexington Opera House in the spring of 2025. Ticket revenue covers the balance of the rental costs and the remaining ticket revenue is paid to the div.. (L0971-24) (Conrad/Ford)

Budgetary Implications [select]: yes

Advance Document Review:

Law: Yes, Completed by Gabriel Thatcher, 8/14/2024

Risk Management: No

Fully Budgeted [select]: N/A

Account Number:

This Fiscal Year Impact: \$7800 to be offset by ticket revenues

Annual Impact:

Project:

Activity:

Budget Reference:

Current Balance:



MEMORANDUM

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

FROM: 
Monica Conrad, Director
Parks and Recreation

RE: Kiddie Kapers Annual Spring Recital at the Opera House

DATE: September 20, 2024

Request:

This is a request for Council approval to enter into a License of Agreement with the Lexington Center Corporation for Lexington Parks & Recreation to hold its annual Kiddie Kaper's dance recital at the Lexington Opera House in the spring of 2025.

Why are you requesting?

Lexington Parks & Recreation has held their end of year recital for the Kiddie Kapers dance program since 1999. The recital is the culmination of 22 weeks of classes from September through April with up to 800 students performing.

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

None

Lexington Parks & Recreation receives a subsidy from the Opera House Fund covering 50% of the bill. Ticket revenue is collected by the Opera House's ticket system Ticket Master and covers the balance of the rental costs. Remaining ticket revenue is paid out to Parks.

Are the funds budgeted? N/A

File Number: 0971-24

Director/Commissioner: Conrad/Ford



**LEXINGTON CENTER MANAGER
LEXINGTON OPERA HOUSE LICENSE AGREEMENT
License #16452
Date Issued: August 7, 2024**

SUMMARY OF BASIC TERMS

The following Basic Terms are incorporated into the License Agreement entered into by and between OVG Facilities, LLC, as agent for Lexington Center MANAGER ("MANAGER") and ("LICENSEE").

LICENSEE: Lexington Fayette Urban County Government Parks & Recreation

LICENSEE'S ADDRESS: 200 East Main Street, Lexington, KY 40507

LICENSEE'S CONTACT: Mindy Stone

CONTACT INFORMATION: mindys@lexingtonky.gov

EVENT NAME: Kiddie Kapers Spring Musical 2025

EVENT LICENSE FEE: Licensee will pay \$7,800.00 for this event.

OTHER FEES: MANAGER May Require Payment of Deposits on Ancillary Services and/or Exclusive Services Prior to Licensee's Event.

CANCELLATION FEE: The cancellation fee payable pursuant to Section 8.1.

LICENSE DUE: IN ORDER TO CONFIRM YOUR SPACE, LICENSE FEE AND DATES, THIS AGREEMENT MUST BE EXECUTED AND RETURNED BY 30 DAYS UPON RECEIPT.

INSURANCE DUE: Insurance Certificates and Additional Insured Endorsements are due April 30, 2025.

DEPOSIT AMOUNTS: \$0.00

DEPOSITS DUE: N/A

LICENSE PERIOD: Wednesday, May 14 - Saturday, May 17, 2025.

LICENSED AREA(S): LEXINGTON OPERA HOUSE

UTILIZATION SCHEDULE: May 14 – Load-in & Rehearsals 9am – 9:30pm
May 15 – Rehearsal 5:30pm – 9:30pm
May 16 – School Performance 7pm – 10pm
May 17 – Three School Performances 9am – 10pm & load-out

LICENSE AGREEMENT

This License Agreement ("Agreement") is entered into by and between OVG Facilities, LLC, a Delaware limited liability company, with offices located at Central Bank Center, as agent for Lexington Center MANAGER, 430 West Vine Street, Lexington, Kentucky 40507 ("MANAGER") and LFUCG Parks & Recreation ("LICENSEE").

SECTION 1: GRANT OF LICENSE; LICENSE PERIODS

MANAGER hereby grants to LICENSEE the exclusive right to use certain areas within the Lexington Center MANAGER and/or any other facility ("Facilities") as set forth in the Summary of Basic Terms (the "Licensed Area(s)"). LICENSEE, its guest, exhibitors, patrons or invitees, shall have the exclusive right to use the Licensed Area(s) during the dates and times set forth in the Summary of Basic Terms (the "License Periods") in connection with the Event set forth in the Summary of Basic Terms. LICENSEE, its guests, exhibitors, patrons or invitees also shall have the non-exclusive right to use the restrooms and other areas in and adjacent to the Facilities (including but not limited to the Lobby area of the Facilities, and the outside areas adjacent to and surrounding the Facilities) that are available for public or common use ("Common Areas") for ingress and egress to the Licensed Area(s). LICENSEE acknowledges that neither it, nor its employees, agents, contractors, patrons, guests, exhibitors, licensees, invitees or any other person entering the Facilities with the implied or expressed permission of LICENSEE may use the Common Areas for marketing, promotion, exhibition or any other use related to the activities occurring in the Licensed Area(s), except for registration or other similar administrative services, subject to reasonable conditions and restrictions placed on such use by MANAGER. The license includes:

- a) Heat, ventilation and air conditioning during the License Period (ambient conditions are provided during setup and strike).
- b) Custodial service including delivery of clean premises prior to occupancy. Interim service as necessary to public areas, backstage, dressing rooms and restrooms as well as cleaning at the conclusion of the license period will be provided. Any unique Covid-19 requirements to clean/sanitize performed by MANAGER for this event will be considered ancillary services.
- c) Spectator seating in standard configuration within existing seating platform/chair inventory and fire regulations.
- d) Dressing rooms for Opera House events for change areas for performers, contestants and officials.
- e) Admission and crowd control equipment subject to facility inventory.

LICENSEE understands and agrees that this Agreement is a license for use of the specified Licensed Area(s) and Common Areas, and an agreement for services, and that it is not and does not constitute a lease or other rental agreement that would confer on LICENSEE any rights as a tenant under Kentucky landlord-tenant laws, including any rights to prior notice or cure under such laws, and LICENSEE's right to occupy and use the Licensed Area(s), common areas and services may be terminated in accordance with the terms set forth in this Agreement.

In the event LICENSEE's use of the Licensed Area(s) commences prior to or extends beyond the time periods set forth in the Summary of Basic Terms, the License Periods shall be deemed to include such time periods and all terms and conditions of this Agreement shall apply to the extended periods. MANAGER may charge an additional license fee for such extended use.

SECTION 2: LEXINGTON OPERA HOUSE TICKETED EVENTS

1.1 MANAGER Ticketing Responsibility. Arrangements for the procurement and sale of tickets for Opera House events shall be provided by MANAGER or its designated representatives at such places as MANAGER deems appropriate. MANAGER shall have complete and sole responsibility for the oversight of the sale and collection of tickets. MANAGER shall provide the personnel and facilities necessary to conduct ticket sales, in advance by

outlets, phone, internet order or "at the gate". MANAGER shall be responsible for ticket printing, electronic ticket outlet service charges and accounting for all ticket sale transactions.

1.2 LICENSEE agrees to pay MANAGER for ticketing services five hundred dollars (\$500.00) or 3% of gross ticket sales, less sales tax, whichever is greater.

LICENSEE shall establish ticket prices. LICENSEE acknowledges and agrees that a \$3.00 per ticket facility fee shall be added to the final purchase price of each ticket as well as a convenience/processing fee which may exist under MANAGER's ticketing service agreement for tickets purchased via the telephone, internet or at an outlet. Reconciliation of ticket sales transaction ("Event Settlement") shall occur during the final performance of the Event or as soon thereafter as reasonably possible; however, it is agreed that all receipts from ticket sale transactions may be held in escrow by MANAGER until such time as MANAGER is satisfied that a completed Event, as advertised, has or will be presented. In addition, LICENSEE agrees that MANAGER may withhold a portion of the ticket receipts (i) in satisfaction of any amounts due MANAGER under the terms of this Agreement or (ii) to provide for payment for Ancillary Services provided by MANAGER. On the night of the Event, MANAGER shall furnish LICENSEE a final itemized statement showing the application of such receipts withheld, and at that time (or a mutually agreed upon time promptly thereafter), MANAGER shall pay to LICENSEE any monies remaining due LICENSEE following reconciliation of the ticket sales transactions. LICENSEE agrees to pay MANAGER promptly any amounts due MANAGER on such statement which were not withheld from the ticket receipts reconciliation. MANAGER shall provide bona fide invoices and other documentation reasonably requested by LICENSEE substantiating any reimbursable costs or other expenses pursuant to this section or otherwise pursuant to this Agreement. MANAGER is authorized to issue (10) complimentary tickets per performance covered by this Agreement. Tickets issued by MANAGER will not be considered as issued on behalf of Licensee.

Moreover, LICENSEE agrees to reimburse MANAGER three percent (3%) of gross ticket sales receipts wherein ticket purchasers utilized bank card accounts as the form of payment in person at the Lexington Center Ticket Office. Credit card fees for all other transactions (phones, outlets and internet) shall be added to the convenience fees incurred at these locations.

SECTION 3: SERVICES

3.1 Exclusive Services. The following services required by LICENSEE in connection with its Event and/or use of the Licensed Areas(s) or the Facilities shall be provided exclusively by MANAGER or providers under contract with MANAGER ("Contract Providers"): Telecommunications/Data/Fiber/Internet; Event Staffing (may include, but is not limited to: ticket takers, doormen, ushers, security officers, stage security, Metro police, stagehands, first aid providers and other personnel as MANAGER, in its reasonable discretion, shall deem necessary); Concessions, and Sales/Exhibitor Booth(s). LICENSEE shall pay Ancillary Services Fees for exclusive services provided by MANAGER.

3.2 Ancillary Services. MANAGER may provide other services, equipment, materials and staffing, upon LICENSEE's request, subject to its Policies, Rules and Regulations and the availability of inventory and staffing. LICENSEE shall pay an Ancillary Services Fee for such additional services provided by MANAGER.

3.3 Sale of Novelties and Merchandise. For public events, the sale of novelties, souvenirs, programs and other merchandise that are specifically germane to the nature or purpose of the event, LICENSEE, or its designated supplier, may provide appropriate merchandise to be sold at the respective event. MANAGER or its designated representative will provide sellers and will retain N/A% of the gross sales, less sales tax and other approved fees, as payment for services.

3.4 Approved Services. LICENSEE may obtain other services it requires from its own providers ("Service Contractors") in accordance with Section 9.5.

SECTION 4 LICENSE FEE, CHARGES FOR SERVICES; PAYMENT

4.1 License Fee. LICENSEE shall pay MANAGER the License Fee set forth in the Summary of Basic Terms.

Event Move-in Date from Cancellation Date
Less than six (6) months

Amount of Liquidated Damages
100% of Deposit plus all documented
direct out of pocket expenses.

**LIQUIDATED DAMAGES PAYABLE UPON PARTIAL CANCELLATION
(LICENSED AREA(S) AND/OR LICENSE PERIODS)**

Event Move-in Date from Cancellation Date
Less than six (6) months

Amount of Liquidated Damages
100% of License Fee for the cancelled Licensed
Area(s) or License Period plus all documented direct
out of pocket expenses.

If MANAGER is able to obtain replacement business, LICENSEE shall be entitled to an offset in the amount of the replacement license fee, against the amount of liquidated damages, up to but not to exceed the license fee. Replacement business means new events that are booked to use the cancelled space (or other space made available by the cancellation) and dates, or events already booked in the Facilities that expand to use the cancelled space and dates. Events that are already booked in the Facilities that move from their previously-licensed space into LICENSEE's cancelled space and dates shall not be considered replacement business.

8.2 Force Majeure. Either party may terminate or suspend its obligations under this Agreement if such obligations are delayed, prevented or rendered impractical as a result of fire, flood, riot, earthquake, casualty, government intervention, civil commotion, Act of God, or any law, ordinance, rule or regulation, applicable to the MANAGER facilities, which becomes effective after the date of this Agreement, provided and to the extent such occurrence is beyond the reasonable control of the party whose performance is affected. In such event the affected party shall not be liable to the other for delay or failure to perform its obligations, except there shall be a prorata reduction in any fees payable or otherwise due under this Agreement and/or a refund of deposits paid.

SECTION 9 LICENSEE'S RIGHTS AND OBLIGATIONS

9.1 Inspection. LICENSEE shall have the right to inspect the Facilities and the Licensed Area(s) prior to executing this Agreement to determine that they are reasonably suited for the uses contemplated by LICENSEE. LICENSEE shall have the right to a joint inspection prior to and after the License Period to assess the condition of the Facilities and the Licensed Area(s) and to determine damage, if any, resulting from LICENSEE's activities. MANAGER warrants that the Facilities and Licensed Area(s) will be in a suitable condition for the uses contemplated by the LICENSEE during the Licensed Periods.

9.2 Licensed Area(s) "as is". LICENSEE agrees to accept the Licensed Area(s) "as is" without any obligation for the MANAGER to alter or make changes in its physical facilities.

9.3 Compliance with Laws. Each party shall promptly comply and cause its agents, servants, employees, contractors, patrons, guests, exhibitors, licensees, invitees or any other person entering the Facilities with the implied or expressed permission of LICENSEE to promptly comply with all applicable laws, ordinances, rules, and regulations of all federal, state, county and city governments, departments, commissions, boards and officers.

9.4 Licenses and Permits. LICENSEE shall obtain any licenses and permits required by federal, state, county or city laws and shall permit inspection by appropriate agencies or departments.

9.5 Service Contractors. Upon request and prior to beginning of, and throughout the License period, LICENSEE shall submit to MANAGER a list of all persons or entities who will provide a service to or on behalf of LICENSEE during the License Period (herein "Service Contractors"). MANAGER may require its approval of certain Service Contractors prior to services being rendered.

9.6 Non-discrimination. LICENSEE acknowledges and understands that MANAGER has a comprehensive policy of non-discrimination in all aspects of its business activities. LICENSEE agrees that, in connection with its Event and its use of the Facilities and Licensed Area(s), neither LICENSEE, nor its agents, employees, exhibitors or

contractors shall discriminate against any person with respect to employment, contracting, admission, or services or privileges offered to attendees of LICENSEE's Event, in violation of Federal, State or local laws.

9.7 Defacement of Facility; Damage to Equipment. LICENSEE shall pay the actual cost to replace, repair and/or restore, in MANAGER's discretion, any part of the Facilities or MANAGER's equipment (ordinary wear and tear excepted) that was defaced or damaged by LICENSEE, its agents, servants, employees, contractors, patrons, guests, exhibitors, licensees, invitees or any other person entering the Facilities with the implied or expressed permission of LICENSEE. Payment shall be made within thirty (30) days of written demand by MANAGER.

9.8 Payment of Taxes. LICENSEE acknowledges and understands that it shall collect, where required by law, and pay and deliver to the proper governmental authority, any and all license and permit fees and taxes assessed in connection with the LICENSEE's use of the Licensed Area(s).

SECTION 10 RIGHT OF ENTRY; EJECTION OF DISORDERLY PERSONS; SECURITY; CAPACITY AND EXITS

10.1 Control of Facilities. In using the Licensed Area(s) hereinbefore mentioned, the MANAGER does not relinquish and does hereby retain the right to enforce all necessary and proper rules for the management and operation of the Facilities. The Facilities, including the Licensed Area(s) which is subject to this Agreement, shall at all times be under the charge and control of the MANAGER.

10.2 MANAGER's Right of Entry. The Facilities, including the Licensed Area(s), shall at all times be under the charge and control of the MANAGER, whose duly authorized representatives shall have the right to enter the Licensed Area(s) at any time, provided such entry does not interfere with LICENSEE's use.

10.3 Ejection of Disorderly Person. MANAGER shall have the right to refuse entrance to, or remove and eject from the Facilities, any person associated with LICENSEE or present at LICENSEE's Event whose conduct is objectionable, disorderly, disruptive, or in violation of any law. The indemnification provisions of this Agreement shall apply to any claim or cause of action arising from such action.

10.4 Staffing and Security Levels. MANAGER shall be the provider of all event staffing including, but not limited to, ticket takers, doormen, ushers, security officers, stage security, Metro police, stagehands, first aid providers and other personnel as MANAGER, in its reasonable discretion, shall deem necessary ("Event Staffing"). MANAGER shall have the sole right to determine the level of all event staffing required for LICENSEE's Event.

10.5 Common Areas. LICENSEE acknowledges that in addition to the uses of the Licensed Area(s), as stated in The Summary of Basic Terms, MANAGER and various parts thereof and areas therein may or will be used for installation, holding or presentation, and removal of activities, events, and engagements other than the Event, as stated in The Summary of Basic Terms, and that in order for the facility to operate as efficiently as practicable, it may or will be necessary to coordinate the use or availability of services and facilities of MANAGER, including without limitation, entrances, exits, receiving areas, marshaling areas, storage areas, and concession areas requiring scheduling or sharing. LICENSEE agrees that MANAGER shall have full, complete and absolute authority to establish the schedules for the use and availability of such services and facilities and to determine when and the extent to which the sharing of any such services and facilities is necessary or desirable and LICENSEE agrees to comply with any schedules so established and to cooperate in any sharing arrangements so determined. In no event shall LICENSEE enter or use any area or facility of MANAGER other than those stated in the The Summary of Basic Terms and UTILIZATION SCHEDULE of this Agreement without first obtaining MANAGER's consent and approval.

10.6 Capacity and Exits. The parties agree that seating capacity shall be determined by MANAGER in its sole discretion. No portion of any passageway or exitway shall be blocked or obstructed in any manner whatsoever, and no exit door or exitway shall be locked, blocked or bolted while the facility is in use by LICENSEE. All designated exits shall be maintained in such a manner as to be visible at all times.

SECTION 11 GENERAL PROVISIONS

11.1 No Collection of Money, Etc. LICENSEE shall not collect, or cause or permit the collection of money or goods, whether for political, charitable or other causes on the premises without the prior written consent of MANAGER.

11.2 Concessions and Catering Exclusivity. The sale or service of food, beverage, concessions or catering (except as approved by MANAGER in the back stage/support areas) are exclusively reserved to MANAGER or its designated contractor during the License Period. Neither LICENSEE nor its agent(s) shall give away or sell any food or beverage in the Licensed Area(s) or Facilities during the License Period.

11.3 Facilities Name. All notices, announcements, advertisements or invitations shall refer to the location of the Event as the Lexington Opera House.

11.4 No Hazardous Substances. LICENSEE agrees not to bring into or near the Facilities any materials, substances, equipment or other object which is likely to endanger the life of, cause bodily injury to, or be hazardous to the health of any person on the premises.

11.5 LICENSEE Risk of Loss. LICENSEE agrees that all of its property and equipment and the property and equipment of any of its Service Contractors brought in or near the Facilities of MANAGER shall be at the risk of LICENSEE and MANAGER shall not be liable to LICENSEE or others for any loss or damage to any such property.

11.6 Abandoned Equipment and Lost or Misplaced Articles. Any equipment or personal property belonging to LICENSEE, its employees, agents, contractors, patrons, guests, exhibitors, licensees, invitees or any other person entering the Facilities with the implied or express permission of LICENSEE, which remains in the Facilities or the Licensed Area(s) after the License Period, shall be deemed abandoned and may be disposed of by MANAGER at LICENSEE's sole expense. MANAGER shall assume no responsibility for losses caused by theft, disappearance or abandonment of equipment or personal property.

11.7 Applicable Law, Venue and Jurisdiction. This Agreement shall be governed by and construed in accordance with Kentucky law. Any action by a party to this Agreement to enforce or interpret the terms hereof shall be maintained in the Fayette Circuit Court. LICENSEE consents to the foregoing and agrees that this Agreement has been entered into in the Commonwealth of Kentucky which constitutes sufficient minimum contacts with MANAGER to permit the Courts of Kentucky to assert jurisdiction over LICENSEE in any action.

11.8 Attorneys Fees. The prevailing party in any action or proceeding brought to enforce or interpret any provision of this Agreement or to recover damages resulting from breach shall be awarded reasonable attorneys fees in addition to any other remedy.

11.9 Delivery of Notices. All notices shall be in writing and shall be deemed to have been given upon personal delivery or the next day following deposit of same in any United States mail post office box, with first class postage pre-paid and addressed as follows:

To MANAGER: OVG Facilities, LLC
430 West Vine Street
Lexington, KY 40507
Attn: General Manager

With copies to:

OVG Facilities, LLC
11755 Wilshire Blvd., Suite 900
Los Angeles, CA 90025
Attn: General Counsel

To LICENSEE: At the address set forth in the Summary of Basic Terms.

11.10 Partial Invalidity. If any provision of this Agreement is declared invalid or unenforceable, the remaining provisions shall continue in full force and effect to the fullest extent permitted by law.

11.11 Assignment; Subletting Licensed Area(s). LICENSEE shall not assign this Agreement or any interest herein or permit the use of the Licensed Area(s) or any part thereof by any other party, except that LICENSEE shall have the right to permit its exhibitors to use the Licensed Area(s) in conjunction with LICENSEE's Event. Any substantive change in the nature of LICENSEE's Event, without MANAGER's prior written consent, shall constitute a material breach of this Agreement.

11.12 Americans with Disabilities Act (ADA). MANAGER acknowledges and agrees that it is responsible for complying with the ADA requirements for the permanent building access accommodations such as, but not limited to, permanently installed wheelchair ramps, elevator standards, permanent seating accessibility, door width standards and restroom accessibility. LICENSEE acknowledges it is responsible for complying with ADA non-permanent accessibility requirements such as, but not limited to, accessibility of non-permanent seating and auxiliary aids for those who are visually impaired, mobility impaired, and the deaf and hard of hearing.

11.13 Copyrights, Recording and Broadcast Rights. Should LICENSEE present or allow the presentation of any composition work or other material covered by copyright, LICENSEE shall be responsible for the payment of all royalties due and LICENSEE agrees to indemnify and hold MANAGER harmless for any loss, damages, or expenses, including reasonable attorney fees, incurred resulting from any claim of infringement of such copyright(s). MANAGER reserves the right to record portion(s) of presentation for archival purposes.

11.14 Right to Quiet Enjoyment. MANAGER warrants that the Licensed Area(s) shall be operational and free from any substantial interference or disturbance directly related to any construction work on the Facilities. In the event construction causes a substantial interference with LICENSEE's Event, MANAGER shall use its best efforts to mitigate any disruption. In no event, however, will MANAGER be liable for any consequential damages to LICENSEE, including claims for lost or reduced income resulting from the interference or disturbance. MANAGER's liability, if any, shall be limited to a return of the License Fee for any period of time that LICENSEE is unable to use the Licensed Area(s) because of the interference or disturbance.

11.15 Survival. The indemnification provisions set forth in this Agreement and all provisions hereof which by their terms must necessarily be formed after the termination of this Agreement or expiration of the License Period shall survive such termination or expiration.

11.16 Amendments to Agreement. This Agreement may not be amended or modified except in writing signed by the parties; provided however that if LICENSEE requests (orally or in writing) an amendment to any of the terms set forth in the Summary of Basic Terms and MANAGER agrees to such change and confirms the change in writing to LICENSEE, said change shall be incorporated into this Agreement and have the same effect as a signed amendment hereto.

11.17 Counterparts; Facsimile or Scanned Signatures. This Agreement may be signed in counterparts, and the counterparts taken together shall be deemed an original executed agreement. A signature may be delivered to the parties by fax or scanned and e-mailed document, and such fax or scanned signature shall be accepted and effective as an original signature.

11.18 Effective Date of Agreement. The effective date of this Agreement shall be the date it is executed by the MANAGER.

Brian Sipe
OVG FACILITIES, LLC, as agent for Lexington
Center MANAGER

By: _____
Mayor Linda Gorton
Lexington Fayette Urban County Government

By: _____



Name: _____

Title: _____

Date: _____

8/14/24

Date: _____

EXHIBIT 1
Policies, Rules & Regulations
Lexington Center Corporation (LCC)
Lexington Opera House

In order to assist our users, the following list of Policies, Rules & Regulations is provided to answer the most frequent inquiries regarding the MANAGER's policies:

General Information

1. MANAGER /OPERA HOUSE is a non-smoking facility. In accordance with Section 14.97 of the Municipal Code of the LFUCG, the Opera House is a smoke-free facility. Additionally, MANAGER prohibits the use of E-cigarettes inside its facilities. With approval of the MANAGER in writing, an area may be designated as a smoking area for private events.
2. NO VEHICLE PARKING is available at the Lexington Opera House. Lane blockage permit allows active loading or unloading only, according to local fire lane regulations. The bus or truck driver must remain with the vehicle at all times during loading and unloading. Once complete, the conveyance vehicle (truck, bus, van or other) must be relocated to a secondary parking location. Lexington Center/Rupp Arena parking areas are offered free of charge. Confirm specific plan with Opera House Technical Coordinator.
3. Parking on the circle at the Short Street entrance of the Opera House is reserved for LCC staff only. As posted, vehicles without valid LCC permits will be towed at the expense of the vehicle owner. Licensee is responsible to inform all event participants of this policy. LCC will not be responsible for towing charges for unauthorized vehicles.
4. A five percent (5%) convenience fee will be added to deposits and settlement charges paid by credit card.
5. The use or distribution of lighter than air gas filled balloons is prohibited without prior approval.
6. Attachment of signs, display materials, decorations, etc. to wall surface, windows, lectern or drapery is prohibited.
7. The hanging of signs and banners from ceilings must be approved and installed by MANAGER personnel only as an Ancillary Service.
8. Pets are prohibited with the exception of those used as service animals as approved by ADA guidelines.
9. Exhibits using water features are prohibited in carpeted areas.

Food and Beverage

1. The sale, service, or distribution of food or beverage products shall be conducted or provided by the MANAGER or its designated representative.

Fire and Safety Regulations

1. This facility is located in a School Zone as defined by the Gun Free School Zone Act 18 U.S.C. adopted November 29, 1990 (the Act). All persons are prohibited from possessing firearms on the premises unless such possession is authorized by exceptions in the Act. In addition, Lexington Fayette Urban County Government Ordinance 14-19(a) prohibits carrying concealed deadly weapons into the facility.
2. All exit doors must be fully operable and unobstructed during all times of occupancy. Exit signs shall remain illuminated and fully visible.
3. Rigging plans must be submitted for review and approval 21 days in advance of the first move in day of the event. Rigging of all equipment must be performed by MANAGER staff or its authorized representative.
4. Any use of open flames or smoke generating substances or equipment must receive prior approval.

5. LICENSEE agrees to make all production elements, decorations and construction materials non-combustible or flame retardant according to the National Fire Protection Association Code and any applicable local Fire Department Regulations (documentation is required). This includes, but is not limited to, organic decorations such as mulch, hay bales, etc. Treatment must occur prior to delivery to the Opera House. The Opera House Staff and the LFUCG Fire Prevention Bureau reserve the right to perform a Flame Test on any Production Piece to verify flame retardant properties (applicable fees will be charged to LICENSEE). The Opera House and/or the LFUCG Fire Prevention Bureau can disallow any production element that is either not flame retardant or contains material that could be considered unsafe.
6. Electrical devices must be installed, operated, and maintained in accordance with manufacturers' intended use and applicable codes.
7. Internal combustion equipment and motor vehicles may be displayed under the following conditions:
 - Fuel supply limited to that necessary for installation and removal of equipment.
 - Fuel tanks must have pressure released by removing fuel cap after vehicle has reached display position, and then the fuel cap must be locked or sealed.
 - Electrical power supply must be disconnected.
 - Keys must be removed from ignition and will be retained at MANAGER Security Headquarters.
 - Any use of motorized vehicle in the Facilities is subject to prior approval of the MANAGER. Use of motorized vehicles during public occupancy of Facility is prohibited.
8. The use, display, or storage of flammable liquids, including liquid propane gas, is prohibited except as authorized by local and state fire regulations.

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A LICENSE AGREEMENT WITH OVG FACILITIES, LLC, AS AGENT FOR THE LEXINGTON CENTER, TO HOST THE ANNUAL KIDDIE KAPERS SPRING RECITAL AT THE LEXINGTON OPERA HOUSE, AT NO COST TO THE URBAN COUNTY GOVERNMENT.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute the License Agreement, which is attached hereto and incorporated herein by reference, with OVG Facilities, LLC, as agent of the Lexington Center, to host the annual Kiddie Kapers Spring Recital at the Lexington Opera House.

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

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

971-24:GET: 4895-3170-3785, v. 1

RESOLUTION NO. 526 - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A LICENSE AGREEMENT WITH OVG FACILITIES, LLC, AS AGENT FOR THE LEXINGTON CENTER, TO HOST THE ANNUAL KIDDIE KAPERS SPRING RECITAL AT THE LEXINGTON OPERA HOUSE, AT NO COST TO THE URBAN COUNTY GOVERNMENT.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute the License Agreement, which is attached hereto and incorporated herein by reference, with OVG Facilities, LLC, as agent of the Lexington Center, to host the annual Kiddie Kapers Spring Recital at the Lexington Opera House.

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

PASSED URBAN COUNTY COUNCIL: October 24, 2024



MAYOR

ATTEST:


CLERK OF URBAN COUNTY COUNCIL
971-24:GET: 4895-3170-3785, v. 1

**LEXINGTON CENTER MANAGER
LEXINGTON OPERA HOUSE LICENSE AGREEMENT
License #16452
Date Issued: August 7, 2024**

SUMMARY OF BASIC TERMS

The following Basic Terms are incorporated into the License Agreement entered into by and between OVG Facilities, LLC, as agent for Lexington Center MANAGER (“MANAGER”) and (“LICENSEE”).

LICENSEE: Lexington Fayette Urban County Government Parks & Recreation

LICENSEE’S ADDRESS: 200 East Main Street, Lexington, KY ~~40507~~

LICENSEE’S CONTACT: Mindy Stone

CONTACT INFORMATION: mindys@lexingtonky.gov

EVENT NAME: Kiddie Kapers Spring Musical 2025

EVENT LICENSE FEE: Licensee will pay \$7,800.00 for this event.

OTHER FEES: MANAGER May Require Payment of Deposits on Ancillary Services and/or Exclusive Services Prior to Licensee’s Event.

CANCELLATION FEE: The cancellation fee payable pursuant to Section 8.1.

LICENSE DUE: IN ORDER TO CONFIRM YOUR SPACE, LICENSE FEE AND DATES, THIS AGREEMENT MUST BE EXECUTED AND RETURNED BY 30 DAYS UPON RECEIPT.

INSURANCE DUE: Insurance Certificates and Additional Insured Endorsements are due April 30, 2025.

DEPOSIT AMOUNTS: \$0.00

DEPOSITS DUE: N/A

LICENSE PERIOD: Wednesday, May 14 - Saturday, May 17, 2025.

LICENSED AREA(S): LEXINGTON OPERA HOUSE

UTILIZATION SCHEDULE: May 14 – Load-in & Rehearsals 9am – 9:30pm
May 15 – Rehearsal 5:30pm – 9:30pm
May 16 – School Performance 7pm – 10pm
May 17 – Three School Performances 9am – 10pm & load-out

LICENSE AGREEMENT

This License Agreement ("Agreement") is entered into by and between OVG Facilities, LLC, a Delaware limited liability company, with offices located at Central Bank Center, as agent for Lexington Center MANAGER, 430 West Vine Street, Lexington, Kentucky 40507 ("MANAGER") and LFUCG Parks & Recreation ("LICENSEE").

SECTION 1: GRANT OF LICENSE; LICENSE PERIODS

MANAGER hereby grants to LICENSEE the exclusive right to use certain areas within the Lexington Center MANAGER and/or any other facility ("Facilities") as set forth in the Summary of Basic Terms (the "Licensed Area(s)"). LICENSEE, its guest, exhibitors, patrons or invitees, shall have the exclusive right to use the Licensed Area(s) during the dates and times set forth in the Summary of Basic Terms (the "License Periods") in connection with the Event set forth in the Summary of Basic Terms. LICENSEE, its guests, exhibitors, patrons or invitees also shall have the non-exclusive right to use the restrooms and other areas in and adjacent to the Facilities (including but not limited to the Lobby area of the Facilities, and the outside areas adjacent to and surrounding the Facilities) that are available for public or common use ("Common Areas") for ingress and egress to the Licensed Area(s). LICENSEE acknowledges that neither it, nor its employees, agents, contractors, patrons, guests, exhibitors, licensees, invitees or any other person entering the Facilities with the implied or expressed permission of LICENSEE may use the Common Areas for marketing, promotion, exhibition or any other use related to the activities occurring in the Licensed Area(s), except for registration or other similar administrative services, subject to reasonable conditions and restrictions placed on such use by MANAGER. The license includes:

- a) Heat, ventilation and air conditioning during the License Period (ambient conditions are provided during setup and strike).
- b) Custodial service including delivery of clean premises prior to occupancy. Interim service as necessary to public areas, backstage, dressing rooms and restrooms as well as cleaning at the conclusion of the license period will be provided. Any unique Covid-19 requirements to clean/sanitize performed by MANAGER for this event will be considered ancillary services.
- c) Spectator seating in standard configuration within existing seating platform/chair inventory and fire regulations.
- d) Dressing rooms for Opera House events for change areas for performers, contestants and officials.
- e) Admission and crowd control equipment subject to facility inventory.

LICENSEE understands and agrees that this Agreement is a license for use of the specified Licensed Area(s) and Common Areas, and an agreement for services, and that it is not and does not constitute a lease or other rental agreement that would confer on LICENSEE any rights as a tenant under Kentucky landlord-tenant laws, including any rights to prior notice or cure under such laws, and LICENSEE's right to occupy and use the Licensed Area(s), common areas and services may be terminated in accordance with the terms set forth in this Agreement.

In the event LICENSEE's use of the Licensed Area(s) commences prior to or extends beyond the time periods set forth in the Summary of Basic Terms, the License Periods shall be deemed to include such time periods and all terms and conditions of this Agreement shall apply to the extended periods. MANAGER may charge an additional license fee for such extended use.

SECTION 2: LEXINGTON OPERA HOUSE TICKETED EVENTS

1.1 MANAGER Ticketing Responsibility. Arrangements for the procurement and sale of tickets for Opera House events shall be provided by MANAGER or its designated representatives at such places as MANAGER deems appropriate. MANAGER shall have complete and sole responsibility for the oversight of the sale and collection of tickets. MANAGER shall provide the personnel and facilities necessary to conduct ticket sales, in advance by

outlets, phone, internet order or "at the gate". MANAGER shall be responsible for ticket printing, electronic ticket outlet service charges and accounting for all ticket sale transactions.

1.2 LICENSEE agrees to pay MANAGER for ticketing services five hundred dollars (\$500.00) or 3% of gross ticket sales, less sales tax, whichever is greater.

LICENSEE shall establish ticket prices. LICENSEE acknowledges and agrees that a \$3.00 per ticket facility fee shall be added to the final purchase price of each ticket as well as a convenience/processing fee which may exist under MANAGER's ticketing service agreement for tickets purchased via the telephone, internet or at an outlet. Reconciliation of ticket sales transaction ("Event Settlement") shall occur during the final performance of the Event or as soon thereafter as reasonably possible; however, it is agreed that all receipts from ticket sale transactions may be held in escrow by MANAGER until such time as MANAGER is satisfied that a completed Event, as advertised, has or will be presented. In addition, LICENSEE agrees that MANAGER may withhold a portion of the ticket receipts (i) in satisfaction of any amounts due MANAGER under the terms of this Agreement or (ii) to provide for payment for Ancillary Services provided by MANAGER. On the night of the Event, MANAGER shall furnish LICENSEE a final itemized statement showing the application of such receipts withheld, and at that time (or a mutually agreed upon time promptly thereafter), MANAGER shall pay to LICENSEE any monies remaining due LICENSEE following reconciliation of the ticket sales transactions. LICENSEE agrees to pay MANAGER promptly any amounts due MANAGER on such statement which were not withheld from the ticket receipts reconciliation. MANAGER shall provide bona fide invoices and other documentation reasonably requested by LICENSEE substantiating any reimbursable costs or other expenses pursuant to this section or otherwise pursuant to this Agreement. MANAGER is authorized to issue (10) complimentary tickets per performance covered by this Agreement. Tickets issued by MANAGER will not be considered as issued on behalf of Licensee.

Moreover, LICENSEE agrees to reimburse MANAGER three percent (3%) of gross ticket sales receipts wherein ticket purchasers utilized bank card accounts as the form of payment in person at the Lexington Center Ticket Office. Credit card fees for all other transactions (phones, outlets and internet) shall be added to the convenience fees incurred at these locations.

SECTION 3: SERVICES

3.1 Exclusive Services. The following services required by LICENSEE in connection with its Event and/or use of the Licensed Areas(s) or the Facilities shall be provided exclusively by MANAGER or providers under contract with MANAGER ("Contract Providers"): Telecommunications/Data/Fiber/Internet; Event Staffing (may include, but is not limited to: ticket takers, doormen, ushers, security officers, stage security, Metro police, stagehands, first aid providers and other personnel as MANAGER, in its reasonable discretion, shall deem necessary); Concessions, and Sales/Exhibitor Booth(s). LICENSEE shall pay Ancillary Services Fees for exclusive services provided by MANAGER.

3.2 Ancillary Services. MANAGER may provide other services, equipment, materials and staffing, upon LICENSEE's request, subject to its Policies, Rules and Regulations and the availability of inventory and staffing. LICENSEE shall pay an Ancillary Services Fee for such additional services provided by MANAGER.

3.3 Sale of Novelties and Merchandise. For public events, the sale of novelties, souvenirs, programs and other merchandise that are specifically germane to the nature or purpose of the event, LICENSEE, or its designated supplier, may provide appropriate merchandise to be sold at the respective event. MANAGER or its designated representative will provide sellers and will retain N/A% of the gross sales, less sales tax and other approved fees, as payment for services.

3.4 Approved Services. LICENSEE may obtain other services it requires from its own providers ("Service Contractors") in accordance with Section 9.5.

SECTION 4 LICENSE FEE, CHARGES FOR SERVICES; PAYMENT

4.1 License Fee. LICENSEE shall pay MANAGER the License Fee set forth in the Summary of Basic Terms.

4.2 Ancillary Services Fee. In addition to the License Fee, LICENSEE shall pay for ancillary services, to the extent used by LICENSEE, at the rates in effect on the first day of the Event. MANAGER may in its discretion require payment of deposits on the Ancillary and/or Exclusive Services prior to LICENSEE's Event.

4.3 Administrative Service Fee. LICENSEE shall pay to MANAGER a 15% administration fee on all stage labor.

4.4 Payment. A deposit in the amount of N/A is due and payable upon execution of this agreement. Additional incremental deposits may be required based upon ticket revenue versus projected Ancillary Service fee expenses. All deposits are non-refundable, unless this Agreement is canceled pursuant to the Force Majeure provision in Section 8.2. Any unpaid License Fee, Ancillary Services Fee, or other amounts owed to MANAGER are due and payable upon presentation of an invoice to LICENSEE upon conclusion of the event. Invoices that remain unpaid after thirty (30) days shall accrue interest on the unpaid balance at the rate of one percent (1%) per month.

SECTION 5 POLICIES, RULES AND REGULATIONS

LICENSEE agrees to comply with MANAGER's Policies, Rules and Regulations (collectively "PR&Rs", in existence as of the date of this Agreement, and attached as Exhibit 1, or as amended thereafter, all of which are incorporated herein and made a part hereof by this reference) governing the use of the Facilities and acknowledges receipt of a copy of the same. LICENSEE understands these PR&Rs may be amended prior to LICENSEE's Event and agrees to comply with any such amendments. MANAGER will use its best reasonable efforts to provide written notice to LICENSEE of any such changes, but LICENSEE acknowledges and agrees that it retains the responsibility to keep itself apprised of the current PR&Rs.

SECTION 6 INDEMNIFICATION; INSURANCE

6.1 Indemnification. To the extent permissible by law, LICENSEE shall indemnify, hold harmless and defend the MANAGER and its officers, directors, agents and employees from and against any and all liabilities, damages, actions, costs, losses, claims and expenses (including reasonable attorneys fees), arising out of, caused by or resulting from, in whole or in part, any act, omission, negligence, fault or violation of law or ordinance, associated with the use or occupancy of the Facilities by LICENSEE, its employees, agents, contractors, patrons, guests, exhibitors, licensees, invitees or any other person entering the Facilities with the implied or expressed permission of LICENSEE. This shall not be deemed a waiver of sovereign immunity or any other third party defense.

6.2 Insurance. Notwithstanding the indemnification requirements of Section 6.1, LICENSEE shall, at its sole cost and expense, procure and maintain the following types and limits of insurance, containing the additional insured endorsements and cancellation clause set forth herein. At a minimum, said insurance coverage shall be in effect from 12:01 a.m. on the first day of the License Period through the conclusion of event move out/strike on the last day of the License Period. In the event the License Period is extended, as provided in this Agreement, then the period of coverage shall be extended to cover the extended License Period. LICENSEE shall deliver certificates of insurance evidencing the following coverage and endorsements on or before the date set forth in the Summary of Basic Terms:

- (1) **Commercial General Liability Policy** with broad form coverage in the occurrence form providing coverage against claims for bodily injury or death and property damage occurring in or upon or resulting from LICENSEE's use or occupancy of the Facilities. Such insurance shall be primary and not require contribution from any of the additional insureds other insurance coverages, and shall afford immediate defense and indemnification, as additional insureds, to MANAGER to the limit of not less than ONE MILLION DOLLARS (\$1,000,000.00).
- (2) **Automobile Liability Insurance** (broad form coverage) with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Licensee's use of vehicles in connection with this License Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable;

(3) **Worker's Compensation Insurance** as required by law.

All insurance policies provided by LICENSEE in satisfaction of this Section 6.2, other than Worker's Compensation insurance, shall include the following additional insured endorsement language:

OVG FACILITIES, LLC, LEXINGTON CENTER MANAGER, LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT AND THEIR PARENTS, AFFILIATES, SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES ARE NAMED AS ADDITIONAL INSUREDS.

Should any of the above-described policies be cancelled before the expiration date thereof, LICENSEE will promptly provide written notice to the MANAGER, as soon as LICENSEE becomes aware of the cancellation. If directed by MANAGER, LICENSEE shall immediately obtain substitute insurance, acceptable to MANAGER in its sole discretion and evidenced by an appropriate certificate, within ten (10) days of the cancellation, but in no event later than the move-in date. Failure to comply with the insurance requirements herein shall be considered a material breach of this Agreement.

The parties agree and LICENSEE understands that the specified coverage or limits of insurance in no way limit the liability of the LICENSEE. LICENSEE shall maintain, with respect to each such policy or agreement, evidence of such insurance coverage and endorsements required by this Agreement.

SECTION 7 BREACH; RIGHT TO CURE; REMEDIES

In the event LICENSEE fails to perform or comply with any of the material covenants or provisions of this Agreement, MANAGER shall provide LICENSEE written notice to cure the default within a commercially reasonable time, as determined by MANAGER, except notice and time to cure shall not be required when the breach involves public safety, immediate waste or damage to the Facilities or MANAGER's equipment. If LICENSEE fails to timely cure the default or if the breach involves public safety or property damage or waste, MANAGER shall have the right, without further notice, to invoke any or all of the following remedies:

- (1) require additional security personnel from or for LICENSEE;
- (2) terminate this Agreement and revoke the License granted hereunder;
- (3) enter and take possession of the Licensed Area(s) and remove all persons and property, without instituting any legal proceedings;
- (4) withhold all payments made to MANAGER and apply the same to offset MANAGER's compensatory or liquidated damages;
- (5) institute legal proceedings to recover damages.

SECTION 8 CANCELLATION BY LICENSEE; LIQUIDATED DAMAGES; FORCE MAJEURE

8.1 Cancellation; Liquidated Damages. If LICENSEE cancels its Event, its use of some portion of the Licensed Area(s), some portion of its License Periods, or terminates this Agreement for any reason other than those set forth in Section 8.2, deposits paid shall be forfeited and applied to offset MANAGER's liquidated damages as provided herein.

The parties agree that the damages to MANAGER resulting from cancellation of the Event or any portion of the Licensed Area(s) or License Periods, or termination of this Agreement, would be extremely difficult to determine because of the loss of revenue from ancillary and other services anticipated by this Agreement. Because of this difficulty in determining the resulting damages, the parties agree that, in the event of cancellation or termination, LICENSEE shall pay to MANAGER Liquidated Damages in the amount set forth below as determined by the type of cancellation and the proximity of the cancellation date to the Event move-in date. LICENSEE agrees to pay the Liquidated Damages to MANAGER within thirty (30) days of notice of cancellation.

LIQUIDATED DAMAGES PAYABLE UPON CANCELLATION OF EVENT

Event Move-in Date from Cancellation Date
Less than six (6) months

Amount of Liquidated Damages
100% of Deposit plus all documented
direct out of pocket expenses.

**LIQUIDATED DAMAGES PAYABLE UPON PARTIAL CANCELLATION
(LICENSED AREA(S) AND/OR LICENSE PERIODS)**

Event Move-in Date from Cancellation Date
Less than six (6) months

Amount of Liquidated Damages
100% of License Fee for the cancelled Licensed
Area(s) or License Period plus all documented direct
out of pocket expenses.

If MANAGER is able to obtain replacement business, LICENSEE shall be entitled to an offset in the amount of the replacement license fee, against the amount of liquidated damages, up to but not to exceed the license Fee. Replacement business means new events that are booked to use the cancelled space (or other space made available by the cancellation) and dates, or events already booked in the Facilities that expand to use the cancelled space and dates. Events that are already booked in the Facilities that move from their previously-licensed space into LICENSEE's cancelled space and dates shall not be considered replacement business.

8.2 Force Majeure. Either party may terminate or suspend its obligations under this Agreement if such obligations are delayed, prevented or rendered impractical as a result of fire, flood, riot, earthquake, casualty, government intervention, civil commotion, Act of God, or any law, ordinance, rule or regulation, applicable to the MANAGER facilities, which becomes effective after the date of this Agreement, provided and to the extent such occurrence is beyond the reasonable control of the party whose performance is affected. In such event the affected party shall not be liable to the other for delay or failure to perform its obligations, except there shall be a prorata reduction in any fees payable or otherwise due under this Agreement and/or a refund of deposits paid.

SECTION 9 LICENSEE'S RIGHTS AND OBLIGATIONS

9.1 Inspection. LICENSEE shall have the right to inspect the Facilities and the Licensed Area(s) prior to executing this Agreement to determine that they are reasonably suited for the uses contemplated by LICENSEE. LICENSEE shall have the right to a joint inspection prior to and after the License Period to assess the condition of the Facilities and the Licensed Area(s) and to determine damage, if any, resulting from LICENSEE's activities. MANAGER warrants that the Facilities and Licensed Area(s) will be in a suitable condition for the uses contemplated by the LICENSEE during the Licensed Periods.

9.2 Licensed Area(s) "as is". LICENSEE agrees to accept the Licensed Area(s) "as is" without any obligation for the MANAGER to alter or make changes in its physical facilities.

9.3 Compliance with Laws. Each party shall promptly comply and cause its agents, servants, employees, contractors, patrons, guests, exhibitors, licensees, invitees or any other person entering the Facilities with the implied or expressed permission of LICENSEE to promptly comply with all applicable laws, ordinances, rules, and regulations of all federal, state, county and city governments, departments, commissions, boards and officers.

9.4 Licenses and Permits. LICENSEE shall obtain any licenses and permits required by federal, state, county or city laws and shall permit inspection by appropriate agencies or departments.

9.5 Service Contractors. Upon request and prior to beginning of, and throughout the License period, LICENSEE shall submit to MANAGER a list of all persons or entities who will provide a service to or on behalf of LICENSEE during the License Period (herein "Service Contractors"). MANAGER may require its approval of certain Service Contractors prior to services being rendered.

9.6 Non-discrimination. LICENSEE acknowledges and understands that MANAGER has a comprehensive policy of non-discrimination in all aspects of its business activities. LICENSEE agrees that, in connection with its Event and its use of the Facilities and Licensed Area(s), neither LICENSEE, nor its agents, employees, exhibitors or

contractors shall discriminate against any person with respect to employment, contracting, admission, or services or privileges offered to attendees of LICENSEE's Event, in violation of Federal, State or local laws.

9.7 Defacement of Facility; Damage to Equipment. LICENSEE shall pay the actual cost to replace, repair and/or restore, in MANAGER's discretion, any part of the Facilities or MANAGER's equipment (ordinary wear and tear excepted) that was defaced or damaged by LICENSEE, its agents, servants, employees, contractors, patrons, guests, exhibitors, licensees, invitees or any other person entering the Facilities with the implied or expressed permission of LICENSEE. Payment shall be made within thirty (30) days of written demand by MANAGER.

9.8 Payment of Taxes. LICENSEE acknowledges and understands that it shall collect, where required by law, and pay and deliver to the proper governmental authority, any and all license and permit fees and taxes assessed in connection with the LICENSEE's use of the Licensed Area(s).

SECTION 10 RIGHT OF ENTRY; EJECTION OF DISORDERLY PERSONS; SECURITY; CAPACITY AND EXITS

10.1 Control of Facilities. In using the Licensed Area(s) hereinbefore mentioned, the MANAGER does not relinquish and does hereby retain the right to enforce all necessary and proper rules for the management and operation of the Facilities. The Facilities, including the Licensed Area(s) which is subject to this Agreement, shall at all times be under the charge and control of the MANAGER.

10.2 MANAGER's Right of Entry. The Facilities, including the Licensed Area(s), shall at all times be under the charge and control of the MANAGER, whose duly authorized representatives shall have the right to enter the Licensed Area(s) at any time, provided such entry does not interfere with LICENSEE's use.

10.3 Ejection of Disorderly Person. MANAGER shall have the right to refuse entrance to, or remove and eject from the Facilities, any person associated with LICENSEE or present at LICENSEE's Event whose conduct is objectionable, disorderly, disruptive, or in violation of any law. The indemnification provisions of this Agreement shall apply to any claim or cause of action arising from such action.

10.4 Staffing and Security Levels. MANAGER shall be the provider of all event staffing including, but not limited to, ticket takers, doormen, ushers, security officers, stage security, Metro police, stagehands, first aid providers and other personnel as MANAGER, in its reasonable discretion, shall deem necessary ("Event Staffing"). MANAGER shall have the sole right to determine the level of all event staffing required for LICENSEE's Event.

10.5 Common Areas. LICENSEE acknowledges that in addition to the uses of the Licensed Area(s), as stated in The Summary of Basic Terms, MANAGER and various parts thereof and areas therein may or will be used for installation, holding or presentation, and removal of activities, events, and engagements other than the Event, as stated in The Summary of Basic Terms, and that in order for the facility to operate as efficiently as practicable, it may or will be necessary to coordinate the use or availability of services and facilities of MANAGER, including without limitation, entrances, exits, receiving areas, marshaling areas, storage areas, and concession areas requiring scheduling or sharing. LICENSEE agrees that MANAGER shall have full, complete and absolute authority to establish the schedules for the use and availability of such services and facilities and to determine when and the extent to which the sharing of any such services and facilities is necessary or desirable and LICENSEE agrees to comply with any schedules so established and to cooperate in any sharing arrangements so determined. In no event shall LICENSEE enter or use any area or facility of MANAGER other than those stated in the The Summary of Basic Terms and UTILIZATION SCHEDULE of this Agreement without first obtaining MANAGER's consent and approval.

10.6 Capacity and Exits. The parties agree that seating capacity shall be determined by MANAGER in its sole discretion. No portion of any passageway or exitway shall be blocked or obstructed in any manner whatsoever, and no exit door or exitway shall be locked, blocked or bolted while the facility is in use by LICENSEE. All designated exits shall be maintained in such a manner as to be visible at all times.

SECTION 11 GENERAL PROVISIONS

11.1 No Collection of Money, Etc. LICENSEE shall not collect, or cause or permit the collection of money or goods, whether for political, charitable or other causes on the premises without the prior written consent of MANAGER.

11.2 Concessions and Catering Exclusivity. The sale or service of food, beverage, concessions or catering (except as approved by MANAGER in the back stage/support areas) are exclusively reserved to MANAGER or its designated contractor during the License Period. Neither LICENSEE nor its agent(s) shall give away or sell any food or beverage in the Licensed Area(s) or Facilities during the License Period.

11.3 Facilities Name. All notices, announcements, advertisements or invitations shall refer to the location of the Event as the Lexington Opera House.

11.4 No Hazardous Substances. LICENSEE agrees not to bring into or near the Facilities any materials, substances, equipment or other object which is likely to endanger the life of, cause bodily injury to, or be hazardous to the health of any person on the premises.

11.5 LICENSEE Risk of Loss. LICENSEE agrees that all of its property and equipment and the property and equipment of any of its Service Contractors brought in or near the Facilities of MANAGER shall be at the risk of LICENSEE and MANAGER shall not be liable to LICENSEE or others for any loss or damage to any such property.

11.6 Abandoned Equipment and Lost or Misplaced Articles. Any equipment or personal property belonging to LICENSEE, its employees, agents, contractors, patrons, guests, exhibitors, licensees, invitees or any other person entering the Facilities with the implied or express permission of LICENSEE, which remains in the Facilities or the Licensed Area(s) after the License Period, shall be deemed abandoned and may be disposed of by MANAGER at LICENSEE's sole expense. MANAGER shall assume no responsibility for losses caused by theft, disappearance or abandonment of equipment or personal property.

11.7 Applicable Law, Venue and Jurisdiction. This Agreement shall be governed by and construed in accordance with Kentucky law. Any action by a party to this Agreement to enforce or interpret the terms hereof shall be maintained in the Fayette Circuit Court. LICENSEE consents to the foregoing and agrees that this Agreement has been entered into in the Commonwealth of Kentucky which constitutes sufficient minimum contacts with MANAGER to permit the Courts of Kentucky to assert jurisdiction over LICENSEE in any action.

11.8 Attorneys Fees. The prevailing party in any action or proceeding brought to enforce or interpret any provision of this Agreement or to recover damages resulting from breach shall be awarded reasonable attorneys fees in addition to any other remedy.

11.9 Delivery of Notices. All notices shall be in writing and shall be deemed to have been given upon personal delivery or the next day following deposit of same in any United States mail post office box, with first class postage pre-paid and addressed as follows:

To MANAGER: OVG Facilities, LLC
 430 West Vine Street
 Lexington, KY 40507
 Attn: General Manager

With copies to:

 OVG Facilities, LLC
 11755 Wilshire Blvd., Suite 900
 Los Angeles, CA 90025
 Attn: General Counsel

To LICENSEE: At the address set forth in the Summary of Basic Terms.

11.10 Partial Invalidity. If any provision of this Agreement is declared invalid or unenforceable, the remaining provisions shall continue in full force and effect to the fullest extent permitted by law.

11.11 Assignment; Subletting Licensed Area(s). LICENSEE shall not assign this Agreement or any interest herein or permit the use of the Licensed Area(s) or any part thereof by any other party, except that LICENSEE shall have the right to permit its exhibitors to use the Licensed Area(s) in conjunction with LICENSEE's Event. Any substantive change in the nature of LICENSEE's Event, without MANAGER's prior written consent, shall constitute a material breach of this Agreement.

11.12 Americans with Disabilities Act (ADA). MANAGER acknowledges and agrees that it is responsible for complying with the ADA requirements for the permanent building access accommodations such as, but not limited to, permanently installed wheelchair ramps, elevator standards, permanent seating accessibility, door width standards and restroom accessibility. LICENSEE acknowledges it is responsible for complying with ADA non-permanent accessibility requirements such as, but not limited to, accessibility of non-permanent seating and auxiliary aids for those who are visually impaired, mobility impaired, and the deaf and hard of hearing.

11.13 Copyrights, Recording and Broadcast Rights. Should LICENSEE present or allow the presentation of any composition work or other material covered by copyright, LICENSEE shall be responsible for the payment of all royalties due and LICENSEE agrees to indemnify and hold MANAGER harmless for any loss, damages, or expenses, including reasonable attorney fees, incurred resulting from any claim of infringement of such copyright(s). MANAGER reserves the right to record portion(s) of presentation for archival purposes.

11.14 Right to Quiet Enjoyment. MANAGER warrants that the Licensed Area(s) shall be operational and free from any substantial interference or disturbance directly related to any construction work on the Facilities. In the event construction causes a substantial interference with LICENSEE's Event, MANAGER shall use its best efforts to mitigate any disruption. In no event, however, will MANAGER be liable for any consequential damages to LICENSEE, including claims for lost or reduced income resulting from the interference or disturbance. MANAGER's liability, if any, shall be limited to a return of the License Fee for any period of time that LICENSEE is unable to use the Licensed Area(s) because of the interference or disturbance.

11.15 Survival. The indemnification provisions set forth in this Agreement and all provisions hereof which by their terms must necessarily be formed after the termination of this Agreement or expiration of the License Period shall survive such termination or expiration.

11.16 Amendments to Agreement. This Agreement may not be amended or modified except in writing signed by the parties; provided however that if LICENSEE requests (orally or in writing) an amendment to any of the terms set forth in the Summary of Basic Terms and MANAGER agrees to such change and confirms the change in writing to LICENSEE, said change shall be incorporated into this Agreement and have the same effect as a signed amendment hereto.

11.17 Counterparts; Facsimile or Scanned Signatures. This Agreement may be signed in counterparts, and the counterparts taken together shall be deemed an original executed agreement. A signature may be delivered to the parties by fax or scanned and e-mailed document, and such fax or scanned signature shall be accepted and effective as an original signature.

11.18 Effective Date of Agreement. The effective date of this Agreement shall be the date it is executed by the MANAGER.

By: Linda Gorton
Mayor Linda Gorton
Lexington Fayette Urban County Government
Name: Linda Gorton
Title: Mayor
Date: 10/25/24

Brian Sipe
OVG FACILITIES, LLC, as agent for Lexington
Center MANAGER
By: [Signature]
Date: 8/14/24

EXHIBIT 1
Policies, Rules & Regulations
Lexington Center Corporation (LCC)
Lexington Opera House

In order to assist our users, the following list of Policies, Rules & Regulations is provided to answer the most frequent inquiries regarding the MANAGER's policies:

General Information

1. MANAGER /OPERA HOUSE is a non-smoking facility. In accordance with Section 14.97 of the Municipal Code of the LFUCG, the Opera House is a smoke-free facility. Additionally, MANAGER prohibits the use of E-cigarettes inside its facilities. With approval of the MANAGER in writing, an area may be designated as a smoking area for private events.
2. NO VEHICLE PARKING is available at the Lexington Opera House. Lane blockage permit allows active loading or unloading only, according to local fire lane regulations. The bus or truck driver must remain with the vehicle at all times during loading and unloading. Once complete, the conveyance vehicle (truck, bus, van or other) must be relocated to a secondary parking location. Lexington Center/Rupp Arena parking areas are offered free of charge. Confirm specific plan with Opera House Technical Coordinator.
3. Parking on the circle at the Short Street entrance of the Opera House is reserved for LCC staff only. As posted, vehicles without valid LCC permits will be towed at the expense of the vehicle owner. Licensee is responsible to inform all event participants of this policy. LCC will not be responsible for towing charges for unauthorized vehicles.
4. A five percent (5%) convenience fee will be added to deposits and settlement charges paid by credit card.
5. The use or distribution of lighter than air gas filled balloons is prohibited without prior approval.
6. Attachment of signs, display materials, decorations, etc. to wall surface, windows, lectern or drapery is prohibited.
7. The hanging of signs and banners from ceilings must be approved and installed by MANAGER personnel only as an Ancillary Service.
8. Pets are prohibited with the exception of those used as service animals as approved by ADA guidelines.
9. Exhibits using water features are prohibited in carpeted areas.

Food and Beverage

1. The sale, service, or distribution of food or beverage products shall be conducted or provided by the MANAGER or its designated representative.

Fire and Safety Regulations

1. This facility is located in a School Zone as defined by the Gun Free School Zone Act 18 U.S.C. adopted November 29, 1990 (the Act). All persons are prohibited from possessing firearms on the premises unless such possession is authorized by exceptions in the Act. In addition, Lexington Fayette Urban County Government Ordinance 14-19(a) prohibits carrying concealed deadly weapons into the facility.
2. All exit doors must be fully operable and unobstructed during all times of occupancy. Exit signs shall remain illuminated and fully visible.
3. Rigging plans must be submitted for review and approval 21 days in advance of the first move in day of the event. Rigging of all equipment must be performed by MANAGER staff or its authorized representative.
4. Any use of open flames or smoke generating substances or equipment must receive prior approval.

5. LICENSEE agrees to make all production elements, decorations and construction materials non-combustible or flame retardant according to the National Fire Protection Association Code and any applicable local Fire Department Regulations (documentation is required). This includes, but is not limited to, organic decorations such as mulch, hay bales, etc. Treatment must occur prior to delivery to the Opera House. The Opera House Staff and the LFUCG Fire Prevention Bureau reserve the right to perform a Flame Test on any Production Piece to verify flame retardant properties (applicable fees will be charged to LICENSEE). The Opera House and/or the LFUCG Fire Prevention Bureau can disallow any production element that is either not flame retardant or contains material that could be considered unsafe.
6. Electrical devices must be installed, operated, and maintained in accordance with manufacturers' intended use and applicable codes.
7. Internal combustion equipment and motor vehicles may be displayed under the following conditions:
 - Fuel supply limited to that necessary for installation and removal of equipment.
 - Fuel tanks must have pressure released by removing fuel cap after vehicle has reached display position, and then the fuel cap must be locked or sealed.
 - Electrical power supply must be disconnected.
 - Keys must be removed from ignition and will be retained at MANAGER Security Headquarters.
 - Any use of motorized vehicle in the Facilities is subject to prior approval of the MANAGER. Use of motorized vehicles during public occupancy of Facility is prohibited.
8. The use, display, or storage of flammable liquids, including liquid propane gas, is prohibited except as authorized by local and state fire regulations.



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0973-24

File ID: 0973-24

Type: Resolution

Status: Approved

Version: 1

Contract #: 283-2024

In Control: Urban County Council

File Created: 09/23/2024

File Name: OHPI 24-25 Winter Motel Shelter Agreements

Final Action: 10/10/2024

Title:

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Agreements with Shreejyoti Hospitality, LLC (\$722,875.00) and J&Y Hospitality, LLC (\$305,344.90) to provide motel rooms for use as temporary emergency shelter for persons experiencing homelessness this winter, at a cost estimated not to exceed \$1,028,219.90, and further authorizing the Mayor to execute any necessary amendments related to these services, subject to sufficient funds being appropriated. [Office of Homelessness Prevention and Intervention, Herron]

Notes: In office 10/10/2024. MS

Needs notarization. taken down to mayor's office for her signature 10/15/2024. MS

Signed and copy filed in the CCO. Returned to Jeff Heron in pick up bin 10/15/2024. MS

Sponsors:

Enactment Date: 10/10/2024

Attachments: 0973-24-Blue Sheet - OHPI Winter Motel Shelter, Temporary Occupancy Agreement (Winter Shelter - Motel 6) FINAL VERSION 4894-4306-9158 v.1, Temporary Occupancy Agreement (Winter Shelter - Super 8) FINAL VERSION 4864-2323-6326 v.1, RESO 973-24 Winter Motel Shelter Services 4894-7973-6556 v.1.docx, R-520-2024, Contract #283-2024, Contract #283-2024 (2)

Enactment Number: R-520-2024

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:
1	Urban County Council Work Session	10/08/2024	Approved and Referred to Docket	Urban County Council	10/10/2024		Pass
1	Urban County Council	10/10/2024	Received First Reading	Urban County Council	10/10/2024		Pass

1	Urban County Council	10/10/2024	Suspended Rules for Second Reading	Pass
1	Urban County Council	10/10/2024	Approved	Pass

Text of Legislative File 0973-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Agreements with Shreejyoti Hospitality, LLC (\$722,875.00) and J&Y Hospitality, LLC (\$305,344.90) to provide motel rooms for use as temporary emergency shelter for persons experiencing homelessness this winter, at a cost estimated not to exceed \$1,028,219.90, and further authorizing the Mayor to execute any necessary amendments related to these services, subject to sufficient funds being appropriated. [Office of Homelessness Prevention and Intervention, Herron]

Summary

Authorization to execute Agreements with Shreejyoti Hospitality, LLC (\$722,875.00) and J&Y Hospitality, LLC (\$305,344.90) to provide motel rooms for use as emergency shelter for persons experiencing homelessness as part of the community's winter weather response plan, for a total amount not to exceed \$1,028,219.90. This amount includes agreed daily rate for all projected rooms and all projected taxes, fees, and damages. Funds are Budgeted. (L0973-24) (Herron/Lanter)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Brittany Smith, 9/20/2024

Risk Management: N/A

Fully Budgeted: Yes

Account Number: 1145-155003-0001-78112

This Fiscal Year Impact: \$1,028,219.90

Annual Impact: \$0

Project: N/A

Activity: N/A

Budget Reference:

Current Balance: \$3,367,619.74



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

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

DATE: SEPTEMBER 23, 2024

SUBJECT: Temporary Winter Motel Shelter for Persons Experiencing Homelessness

Request: Council authorization to execute agreements with Shreejyoti Hospitality, LLC (\$722,875.00) and J&Y Hospitality, LLC (\$305,344.90) to provide motel rooms for use as emergency shelter for persons experiencing homelessness as part of the community’s winter weather response plan, for a total amount not to exceed \$1,028,219.90. This amount includes agreed daily rate for all projected rooms and all projected taxes, fees, and damages.

Purpose of Request: The Office of Homelessness Prevention and Intervention, in consultation with community providers and stakeholders, has developed a multi-faceted winter response plan to meet the needs of the over 800 persons who experience homelessness in Fayette County on any given night. Much of the community need will be met through the operation of temporary motel-based emergency shelter beds.

This temporary winter motel shelter program will accept referrals from street outreach teams, congregate shelters, and the OHPI to meet the needs of households not adequately served by other shelter options. Households will be placed into motel-based shelter and receive individualized, housing-focused supportive services via community partner organizations. The program will operate between November 1, 2024, and April 1, 2025.

What is the Cost in this budget year and future budget years? Cost in FY25 is \$1,028,219.90
The cost for future FY26 is: \$0

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

File Number: 0973-24

Director/Commissioner: Herron/Lanter



MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (“Agreement”) made this _____ day of October, 2024, by and between **SHREEJYOTI HOSPITALITY LLC** (hereinafter referred to as "Owner"), whose principal office address is 2260 Elkhorn Road, Lexington, Ky, 40505, and the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT** (hereinafter referred to as "LFUCG", and together with the Owner, the “Parties”), an urban county government pursuant to KRS Chapter 67A, whose address is 200 East Main Street, Lexington, Kentucky.

RECITALS:

WHEREAS, LFUCG has seen an increase in the public’s need for emergency shelter for people experiencing homelessness in Fayette County, Kentucky;

WHEREAS, LFUCG now desires to provide additional options for shelter to accommodate the needs of persons experiencing homelessness during the winter months, within a hotel currently owned by Owner;

WHEREAS, Owner agrees to allow LFUCG the right to select the guests who may occupy certain rooms of the hotel, in furtherance of the public purpose identified herein;

WHEREFORE, in consideration of the foregoing, the sufficiency of which is hereby acknowledged, the Owner hereby conveys to LFUCG the rights herein defined in accordance with the following terms and conditions. Capitalized terms shall have the meanings ascribed to them in the Definitions section below.

DEFINITIONS:

“**ADA**” shall mean the Americans with Disabilities Act of 1990 (42 U.S.C.A. § 12101 et seq.) and regulations and guidelines promulgated thereunder, as may be amended and supplemented from time-to-time.

“**Effective Date**” shall mean the first date of the Term, as defined herein.

“**Guests**” shall mean any users or occupants of the Premises registered with the Hotel Operator and selected by LFUCG or LFUCG’s designee.

“**Premises**” shall mean a hotel located at 2260 Elkhorn Road, Lexington, Ky, 40505, which is currently known as “Motel 6.”

“**Franchise**” means the hotel brand currently used on the Premises and includes any and all unexpired Franchise Agreements executed by Owner and/or Hotel Operator, as defined herein.

“**Hotel Operator**” shall mean whomever Owner, Owner’s successors, and/or Owners assigns, deems fit to manage daily operations of the Premises, as approved by the Franchise, and who is authorized to collect sums payable on behalf of Owner.

“**Hotel Standard**” shall mean Hotel Operator’s then-current policies, procedures, instructions, standards, guidelines, specifications, programs and materials, as approved by the Franchise, and applicable to all guests located anywhere on the Premises.

“**Operations**” shall mean selecting Guests to occupy the Select Rooms, as defined herein, providing any security services for the Select Rooms that LFUCG believes necessary and appropriate, providing any emergency services on the Premises that LFUCG believes necessary and appropriate, and providing any food services for Guests occupying the Select Rooms as LFUCG believes necessary and appropriate.

“**Property Manager**” shall mean the Property Manager selected by the Hotel Operator to manage the Hotel, with consent of the Owner and approval of the Franchise. For purposes of this Agreement, LFUCG may take direction from Property Manager and Property Manager may collect sums payable by LFUCG hereunder on behalf of Owner.

“**Repairs**” shall mean all maintenance, repairs and, when required, replacements necessary to maintain the Premises in compliance with the Hotel Standard and the ADA. All repairs that Owner or Owner’s designee shall make shall be completed in a good and workmanlike manner. Owner shall use reasonable efforts during the making of repairs to avoid interference with LFUCG’s Operations.

“**LFUCG Parties**” shall mean LFUCG and its employees, officers, contractors, subcontractors, visitors or assignees.

The Parties hereto, for themselves, their heirs, executors, administrators, legal representatives, successors and assigns, hereby covenant as follows:

1. SELECTION OF ROOMS.

- A. Consistent with the terms and conditions stated herein, Owner hereby grants to LFUCG an irrevocable and exclusive right to select the Guests who may occupy a minimum of seventy-five (75) Hotel Standard rooms, at fixed locations within the Premises. These Hotel Standard rooms shall at least have the hospitalities specified herein, and not fewer than four (4) of them shall be fully compliant with the ADA, with said rooms to be selected by the Hotel Operator by and through the Property Manager, for the duration of this Agreement (“Select Rooms”). Owner herein covenants that it shall not interfere or hinder, nor shall it permit the Hotel Operator to interfere or hinder, with any of LFUCG’s Operations during the term of this Agreement.

B. The Select Rooms shall include the following hospitalities:

1. Pets shall be allowed as an additional guest accommodation in all of the Select Rooms;
2. Five (5) of the Select Rooms shall be smoking rooms; and,
3. All Select Rooms shall have heating facilities capable of maintaining a room temperature of 65 degrees F, a functioning bathroom and a functioning toilet.

2. **TERM.**

This Agreement shall last from November 1, 2024 until April 1, 2025 (“Term”), unless terminated at an earlier date by LFUCG. This Agreement shall be contingent upon completion of a documented initial walk-through of the Select Rooms prior to occupancy of the Select Rooms, if LFUCG requests a walk-through prior to the Effective Date. Upon the expiration or sooner termination of this Agreement, LFUCG shall quit and surrender the Select Rooms in a broom-clean condition, in good order, condition and repair, ordinary wear and tear and casualty excepted, which may be documented upon a final walk-through, if requested by LFUCG. Copies of all paperwork generated during the walk-throughs shall be promptly provided to LFUCG.

3. **FEES.**

LFUCG shall pay the fees specified herein, in the manner hereafter provided:

- A. Agreed Daily Rate. The agreed daily rate for a Select Room shall be **Fifty-Five Dollars (\$55.00)**.
- B. Retainer. LFUCG shall pay a fee equal to **One Hundred Twenty-Three Thousand Seven Hundred and Fifty Dollars (\$123,750.00) (“Retainer”)**, exclusive of any required taxes, on the Effective Date. This fee amount shall reflect the daily rate for the anticipated number of rooms during the first month of the term.
- C. Invoicing. On the first day of each month during the Term, excluding the Effective Date, the Hotel Operator shall send to LFUCG an invoice for the following month’s projected fee. That invoice shall reflect the daily rate for the anticipated number of rooms during the upcoming month of the Term and shall include a reconciliation of the Retainer balance with an accounting for any Additional Fees, as defined herein, which were incurred during the previous month.
- D. Additional Fees. Any Additional Fees shall be payable only after receipt of a valid invoice documenting all expenses incurred, and shall furthermore be limited to the following amounts:
 - i. An amount reflecting the costs of necessary repairs directly attributable to occupancy of the Select Rooms during the Term, which shall be paid and documented in a manner consistent with Article 4 of this Agreement.
- E. Final Close-Out. The Owner shall provide a final invoice reconciling all amounts paid with all amounts owed within thirty (30) days of the termination of this Agreement. LFUCG shall pay the approved invoice amount within thirty (30) days of receipt of same.

4. UPKEEP.

- A. Repairs and Maintenance. Owner agrees to keep in good order, condition and repair all portions of the Premises including the roof, foundations, and all other structural portions of the Premises. Should any damage to the Premises be directly attributable to LFUCG's Operations, LFUCG shall be responsible for the cost and expense of Owner's repair, replacement or maintenance of the same. But in no case shall LFUCG's responsibility to pay for damages, in the aggregate, exceed **One Hundred Thousand Dollars (\$100,000.00)**. Owner shall provide LFUCG with an itemization of damages, and whatever additional supporting documentation LFUCG deems necessary in its sole discretion, to support the Owner's claim of damages, prior to LFUCG having any obligation to issue payment. LFUCG shall also have the right to review and give final approval of all invoices submitted for repairs prior to issuing any payment. All completed repairs may be documented during a final walk-through of the Select Rooms at the end of the Term, if requested by LFUCG. But LFUCG shall not be responsible for the cost of repair, replacement or maintenance that is attributable to the misuse or damage by Owner, Hotel Operator, or by the tenants, agents, employees, guests, or invitees of either the Owner or the Hotel Operator. For the foregoing sentence, the agents, employees and Guests of LFUCG shall not be deemed to be agents, employees, guests and invitees of Owner or Hotel Operator.
- B. Cleaning. The entire Premises, including, without limitation, any doors, interior and exterior portions of any windows and all other glass constituting a portion of the Premises, are to be kept clean by Owner or by Owner's designee, in a manner reasonable to Owner and consistent with the Hotel Standard and the Franchise.
- C. Extermination Services. Owner or Owner's designee shall keep the Premises free from infestation from vermin and other pests and shall conduct its operations in a manner conducive to such result, and shall, at its sole cost and expense, cause the Premises to be exterminated, on a frequent and regular basis and as often as necessary during the Term.

5. COMPLIANCE WITH LAWS.

At all times during this Agreement, the Owner represents that it is and shall remain 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. The person signing this Agreement on behalf of Owner is fully authorized to do so.

6. INDEMNITY; INSURANCE.

- A. The Owner shall maintain at all times for the duration of this Agreement such policy or policies of appropriate insurance coverage for commercial general liability, premises and operations liability, fire insurance, and such other insurance as appropriate for the protection of the Premises, proof of which coverages may be inspected by LFUCG upon request.
- B. The Parties shall have no obligation to indemnify either party for any activities that occur as a result of the Operations. Owner further understands and acknowledges that LFUCG is a governmental entity, and it cannot indemnify Owner. Nothing in this Agreement shall be

construed as to require LFUCG to purchase insurance.

7. DAMAGES.

The Parties agree that in the event either party is found to be in breach of this Agreement, the Parties are mutually limited to recovering the amount stated in Article 4.A of this Agreement as liquidated damages for that breach. Notwithstanding anything contained in this Agreement to the contrary, the Parties waive, to the fullest extent permitted by Law, the right to seek any special, consequential or punitive damages against the other whether such damages are covered by insurance or not.

8. TERMINATION.

LFUCG may terminate this Agreement at any time by giving written notice of cancellation to the Owner, in the manner provided herein, no less than thirty (30) days prior to the intended date of termination, at which time Owner shall return to LFUCG the amount of any fees paid in advance as part of the Final Close-Out required by Article 3.E of this Agreement.

9. NOTICES.

Any written notices required under this Agreement shall be deemed sufficient when made in writing and: (A) deposited in the United States Mail, to be sent via certified mail; or, (B) deposited with FedEx or any similar nationally recognized overnight delivery service; and, addressed as follows:

To the Owner:

Motel 6
2260 Elkhorn Road,
Lexington, Ky, 40505
Attn: Neel Patel

To LFUCG:

Charlie Lanter
Division of Housing Advocacy and Community Development
200 E. Main Street, Suite 12
Lexington, Ky. 40507

Notice provided in accordance with this Article shall be deemed to have been given on the date deposited with the U.S. Mail or the nationally recognized delivery service.

10. FORCE MAJEURE.

If LFUCG is delayed in its performance of any obligation under this Agreement due to an act, event, or

condition beyond its reasonable control, then LFUCG will immediately give timely notice to Owner and will act in good faith to remedy such act, event, or condition and resume performance as soon as practicable.

11. SEVERABILITY PROVISION.

If any provision of this Agreement, or its application to any situation, shall be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby, and every provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

12. ENTIRE AGREEMENT.

No earlier statement by Owner or LFUCG or any of their respective agents or employees regarding this Agreement or the Premises shall have any force or effect. Owner and LFUCG agree that they are not relying on any representations or agreements other than those contained in this Agreement. This Agreement shall not be modified except via a separate written amendment, signed by both Parties.

13. NO WAIVER.

The failure of either party to seek redress for violation of, or to insist upon the strict performance of any covenant or condition of this Agreement, shall not prevent a subsequent act that would have originally constituted a violation from having all the force and effect of an original violation.

14. APPLICABLE LAW, JURISDICTION AND VENUE.

This Agreement shall be construed under the laws of the Commonwealth of Kentucky, with exclusive jurisdiction and venue being in the Fayette Circuit Court.

15. TIME OF ESSENCE.

Time is of the essence with respect to the performance of every provision of this Agreement.

16. NO THIRD-PARTY RIGHTS.

Nothing in this Agreement shall be construed as creating or vesting any rights in any third parties or establishing any third-party beneficiaries hereto.

17. NO TENANCY.

Nothing in this Agreement shall be construed as establishing any landlord-tenant relationship between the parties, or between the parties and any guest(s).

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and date first set forth above.

OWNER

SHREEJYOTI HOSPITALITY LLC

A limited liability company

By: _____

Name: Neel Patel

Its: Member

COMMONWEALTH OF KENTUCKY)

)

COUNTY OF FAYETTE)

The foregoing instrument was subscribed, sworn to and acknowledged by me this ____ day of _____, 2024, by Neel Patel, as Member of SHREEJYOTI HOSPITALITY LLC, a limited liability company, on behalf of the company.

Notary Public

My commission expires: _____

Notary No.: _____

LFUCG

By: _____

Name: Linda Gorton

Its: Mayor

COMMONWEALTH OF KENTUCKY)

)

COUNTY OF FAYETTE)

The foregoing instrument was subscribed, sworn to and acknowledged by me this ____ day of _____, 2024, by Linda Gorton, as Mayor of the Lexington-Fayette Urban County Government, on behalf of the Lexington-Fayette Urban County Government.

Notary Public

My commission expires: _____

Notary No.: _____

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (“Agreement”) made this _____ day of October, 2024, by and between **J&Y HOSPITALITY, LLC** (hereinafter referred to as "Owner"), whose principal office address is 2351 Buena Vista Road, Lexington Ky. 40505, and the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT** (hereinafter referred to as "LFUCG", and together with the Owner, the “Parties”), an urban county government pursuant to KRS Chapter 67A, whose address is 200 East Main Street, Lexington, Kentucky.

RECITALS:

WHEREAS, LFUCG has seen an increase in the public’s need for emergency shelter for people experiencing homelessness in Fayette County, Kentucky;

WHEREAS, LFUCG now desires to provide additional options for shelter to accommodate the needs of persons experiencing homelessness during the winter months, within a hotel currently owned by Owner;

WHEREAS, Owner agrees to allow LFUCG the right to select the guests who may occupy certain rooms of the hotel, in furtherance of the public purpose identified herein;

WHEREFORE, in consideration of the foregoing, the sufficiency of which is hereby acknowledged, the Owner hereby conveys to LFUCG the rights herein defined in accordance with the following terms and conditions. Capitalized terms shall have the meanings ascribed to them in the Definitions section below.

DEFINITIONS:

“**ADA**” shall mean the Americans with Disabilities Act of 1990 (42 U.S.C.A. § 12101 et seq.) and regulations and guidelines promulgated thereunder, as may be amended and supplemented from time-to-time.

“**Effective Date**” shall mean the first date of the Term, as defined herein.

“**Guests**” shall mean any users or occupants of the Premises registered with the Hotel Operator and selected by LFUCG or LFUCG’s designee.

“**Premises**” shall mean a hotel located at 2351 Buena Vista Road, Lexington Ky. 40505, which currently bears the brand of “Super 8 By Wyndham.”

“**Franchise**” means the hotel brand currently used on the Premises and includes any and all unexpired Franchise Agreements executed by Owner and/or Hotel Operator, as defined herein.

“**Hotel Operator**” shall mean whomever Owner, Owner’s successors, and/or Owners assigns, deems fit to manage daily operations of the Premises, as approved by the Franchise, and who is authorized to collect sums payable on behalf of Owner.

“**Hotel Standard**” shall mean Hotel Operator’s then-current policies, procedures, instructions, standards, guidelines, specifications, programs and materials, as approved by the Franchise, and applicable to all guests located anywhere on the Premises.

“**Operations**” shall mean selecting Guests to occupy the Select Rooms, as defined herein, providing any security services for the Select Rooms that LFUCG believes necessary and appropriate, providing any emergency services on the Premises that LFUCG believes necessary and appropriate, and providing any food services for Guests occupying the Select Rooms as LFUCG believes necessary and appropriate.

“**Property Manager**” shall mean the Property Manager selected by the Hotel Operator to manage the Hotel, with consent of the Owner and approval of the Franchise. For purposes of this Agreement, LFUCG may take direction from Property Manager and Property Manager may collect sums payable by LFUCG hereunder on behalf of Owner.

“**Repairs**” shall mean all maintenance, repairs and, when required, replacements necessary to maintain the Premises in compliance with the Hotel Standard and the ADA. All repairs that Owner or Owner’s designee shall make shall be completed in a good and workmanlike manner. Owner shall use reasonable efforts during the making of repairs to avoid interference with LFUCG’s Operations.

“**LFUCG Parties**” shall mean LFUCG and its employees, officers, contractors, subcontractors, visitors or assignees.

The Parties hereto, for themselves, their heirs, executors, administrators, legal representatives, successors and assigns, hereby covenant as follows:

1. SELECTION OF ROOMS.

A. Consistent with the terms and conditions stated herein, Owner hereby grants to LFUCG an irrevocable and exclusive right to select the Guests who may occupy a minimum of twenty (20) Hotel Standard rooms, at fixed locations within the Premises. These Hotel Standard rooms shall at least have the hospitalities specified herein, all of which shall be fully compliant with the ADA, with said rooms to be selected by the Hotel Operator by and through the Property Manager, for the duration of this Agreement (“Select Rooms”). Owner herein covenants that it shall not interfere or hinder, nor shall it permit the Hotel Operator to interfere or hinder, with any of LFUCG’s Operations during the term of this Agreement.

B. The Select Rooms shall include the following hospitalities:

1. Pets shall be allowed as an additional guest accommodation in all of the Select Rooms; and,
2. All Select Rooms shall have a functioning refrigerator, a functioning microwave oven, heating facilities capable of maintaining a room temperature of 65 degrees F, a functioning bathroom, and a functioning toilet.

2. **TERM.**

This Agreement shall last from November 1, 2024 until April 1, 2025 (“Term”), unless terminated at an earlier date by LFUCG. This Agreement shall be contingent upon completion of a documented initial walk-through of the Select Rooms prior to occupancy of the Select Rooms, if LFUCG requests a walk-through prior to the Effective Date. Upon the expiration or sooner termination of this Agreement, LFUCG shall quit and surrender the Select Rooms in a broom-clean condition, in good order, condition and repair, ordinary wear and tear and casualty excepted, which may be documented upon a final walk-through, if requested by LFUCG. Copies of all paperwork generated during the walk-throughs shall be promptly provided to LFUCG.

3. **FEES.**

LFUCG shall pay the fees specified herein, in the manner hereafter provided:

- A. **Agreed Daily Rate.** The agreed daily rate for a Select Room with a single bed shall be **Fifty Dollars (\$50.00)**, and the agreed daily rate for a Select Room with a double bed, if and when needed, shall be **Sixty Dollars (\$60.00)**.
- B. **Retainer.** LFUCG shall pay a fee equal to **Thirty Thousand Dollars (\$30,000.00) (“Retainer”)**, exclusive of any required taxes, on the Effective Date. This fee amount shall reflect the daily rate for the anticipated number of beds during the first month of the term.
- C. **Invoicing.** On the first day of each month during the Term, excluding the Effective Date, the Hotel Operator shall send to LFUCG an invoice for the following month’s projected fee. That invoice shall reflect the daily rate for the anticipated number of rooms during the upcoming month of the Term and shall include a reconciliation of the Retainer balance with an accounting for any Additional Fees, as defined herein, which were incurred during the previous month.
- D. **Additional Fees.** Any Additional Fees shall be payable only after receipt of a valid invoice documenting all expenses incurred, and shall furthermore be limited to the following amounts:
 - i. An amount reflecting pet fees actually incurred when Guests bring pets into any Select Rooms, for which the agreed rate shall be **Fifteen Dollars and Ninety-Nine Cents (\$15.99)** per pet, per night, for each night a pet is present in the room; and,
 - ii. An amount reflecting the costs of necessary repairs directly attributable to occupancy of the Select Rooms during the Term, which shall be paid and documented in a manner consistent with Article 4 of this Agreement.
- E. **Final Close-Out.** The Owner shall provide a final invoice reconciling all amounts paid with all amounts owed within thirty (30) days of the termination of this Agreement. LFUCG shall pay

the approved invoice amount within thirty (30) days of receipt of same.

4. UPKEEP.

- A. Repairs and Maintenance. Owner agrees to keep in good order, condition and repair all portions of the Premises including the roof, foundations, and all other structural portions of the Premises. Should any damage to the Premises be directly attributable to LFUCG's Operations, LFUCG shall be responsible for the cost and expense of Owner's repair, replacement or maintenance of the same. But in no case shall LFUCG's responsibility to pay for damages, in the aggregate, exceed **One Hundred Thousand Dollars (\$100,000.00)**. Owner shall provide LFUCG with an itemization of damages, and whatever additional supporting documentation LFUCG deems necessary in its sole discretion, to support the Owner's claim of damages, prior to LFUCG having any obligation to issue payment. LFUCG shall also have the right to review and give final approval of all invoices submitted for repairs prior to issuing any payment. All completed repairs may be documented during a final walk-through of the Select Rooms at the end of the Term, if requested by LFUCG. But LFUCG shall not be responsible for the cost of repair, replacement or maintenance that is attributable to the misuse or damage by Owner, Hotel Operator, or by the tenants, agents, employees, guests, or invitees of either the Owner or the Hotel Operator. For the foregoing sentence, the agents, employees and Guests of LFUCG shall not be deemed to be agents, employees, guests and invitees of Owner or Hotel Operator.
- B. Cleaning. The entire Premises, including, without limitation, any doors, interior and exterior portions of any windows and all other glass constituting a portion of the Premises, are to be kept clean by Owner or by Owner's designee, in a manner reasonable to Owner and consistent with the Hotel Standard and the Franchise.
- C. Extermination Services. Owner or Owner's designee shall keep the Premises free from infestation from vermin and other pests and shall conduct its operations in a manner conducive to such result, and shall, at its sole cost and expense, cause the Premises to be exterminated, on a frequent and regular basis and as often as necessary during the Term.

5. COMPLIANCE WITH LAWS.

At all times during this Agreement, the Owner represents that it is and shall remain 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. The person signing this Agreement on behalf of Owner is fully authorized to do so.

6. INDEMNITY; INSURANCE.

- A. The Owner shall maintain at all times for the duration of this Agreement such policy or policies of appropriate insurance coverage for commercial general liability, premises and operations liability, fire insurance, and such other insurance as appropriate for the protection of the Premises, proof of which coverages may be inspected by LFUCG upon request.
- B. The Parties shall have no obligation to indemnify either party for any activities that occur as a

result of the Operations. Owner further understands and acknowledges that LFUCG is a governmental entity, and it cannot indemnify Owner. Nothing in this Agreement shall be construed as to require LFUCG to purchase insurance.

7. DAMAGES.

The Parties agree that in the event either party is found to be in breach of this Agreement, the Parties are mutually limited to recovering the amount stated in Article 4.A of this Agreement as liquidated damages for that breach. Notwithstanding anything contained in this Agreement to the contrary, the Parties waive, to the fullest extent permitted by Law, the right to seek any special, consequential or punitive damages against the other whether such damages are covered by insurance or not.

8. TERMINATION.

LFUCG may terminate this Agreement at any time by giving written notice of cancellation to the Owner, in the manner provided herein, no less than thirty (30) days prior to the intended date of termination, at which time Owner shall return to LFUCG the amount of any fees paid in advance as part of the Final Close-Out required by Article 3.E of this Agreement.

9. NOTICES.

Any written notices required under this Agreement shall be deemed sufficient when made in writing and: (A) deposited in the United States Mail, to be sent via certified mail; or, (B) deposited with FedEx or any similar nationally recognized overnight delivery service; and, addressed as follows:

To the Owner:

Super 8 by Wyndham
2351 Buena Vista Road,
Lexington Ky. 40505
Attn: Chirag Sheth

To LFUCG:

Charlie Lanter
Division of Housing Advocacy and Community Development
200 E. Main Street, Suite 12
Lexington, Ky. 40507

Notice provided in accordance with this Article shall be deemed to have been given on the date deposited with the U.S. Mail or the nationally recognized delivery service.

10. FORCE MAJEURE.

If LFUCG is delayed in its performance of any obligation under this Agreement due to an act, event, or condition beyond its reasonable control, then LFUCG will immediately give timely notice to Owner and will act in good faith to remedy such act, event, or condition and resume performance as soon as practicable.

11. SEVERABILITY PROVISION.

If any provision of this Agreement, or its application to any situation, shall be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby, and every provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

12. ENTIRE AGREEMENT.

No earlier statement by Owner or LFUCG or any of their respective agents or employees regarding this Agreement or the Premises shall have any force or effect. Owner and LFUCG agree that they are not relying on any representations or agreements other than those contained in this Agreement. This Agreement shall not be modified except via a separate written amendment, signed by both Parties.

13. NO WAIVER.

The failure of either party to seek redress for violation of, or to insist upon the strict performance of any covenant or condition of this Agreement, shall not prevent a subsequent act that would have originally constituted a violation from having all the force and effect of an original violation.

14. APPLICABLE LAW, JURISDICTION AND VENUE.

This Agreement shall be construed under the laws of the Commonwealth of Kentucky, with exclusive jurisdiction and venue being in the Fayette Circuit Court.

15. TIME OF ESSENCE.

Time is of the essence with respect to the performance of every provision of this Agreement.

16. NO THIRD-PARTY RIGHTS.

Nothing in this Agreement shall be construed as creating or vesting any rights in any third parties or establishing any third-party beneficiaries hereto.

17. NO TENANCY.

Nothing in this Agreement shall be construed as establishing any landlord-tenant relationship between the parties, or between the parties and any guest(s).

**THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK,
SIGNATURE PAGE TO FOLLOW**

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and date first set forth above.

OWNER

J&Y HOSPITALITY LLC
A limited liability company

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AGREEMENTS WITH SHREEJYOTI HOSPITALITY, LLC (\$722,875.00) AND J&Y HOSPITALITY, LLC (\$305,344.90) TO PROVIDE MOTEL ROOMS FOR USE AS TEMPORARY EMERGENCY SHELTER FOR PERSONS EXPERIENCING HOMELESSNESS THIS WINTER, AT A COST ESTIMATED NOT TO EXCEED \$1,028,219.90, AND FURTHER AUTHORIZING THE MAYOR TO EXECUTE ANY NECESSARY AMENDMENTS RELATED TO THESE SERVICES, SUBJECT TO SUFFICIENT FUNDS BEING APPROPRIATED.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute Agreements with Shreejyoti Hospitality, LLC and J&Y Hospitality, LLC, to provide motel rooms for use as temporary emergency shelter for persons experiencing homelessness this winter.

Section 2 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute any necessary amendments to the Agreements with Shreejyoti Hospitality, LLC and J&Y Hospitality, LLC related to these services, subject to the appropriation of sufficient funds.

Section 3 - That the Department of Finance is hereby authorized to issue payments to Shreejyoti Hospitality, LLC (\$722,875.00) and J&Y Hospitality, LLC (\$305,344.90) from account # 1145-155003-78112, consistent with the terms of the Agreements.

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

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

973-24:BGS:4894-7973-6556, v. 1

RESOLUTION NO. 520 - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AGREEMENTS WITH SHREEJYOTI HOSPITALITY, LLC (\$722,875.00) AND J&Y HOSPITALITY, LLC (\$305,344.90) TO PROVIDE MOTEL ROOMS FOR USE AS TEMPORARY EMERGENCY SHELTER FOR PERSONS EXPERIENCING HOMELESSNESS THIS WINTER, AT A COST ESTIMATED NOT TO EXCEED \$1,028,219.90, AND FURTHER AUTHORIZING THE MAYOR TO EXECUTE ANY NECESSARY AMENDMENTS RELATED TO THESE SERVICES, SUBJECT TO SUFFICIENT FUNDS BEING APPROPRIATED.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute Agreements with Shreejyoti Hospitality, LLC and J&Y Hospitality, LLC, to provide motel rooms for use as temporary emergency shelter for persons experiencing homelessness this winter.

Section 2 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute any necessary amendments to the Agreements with Shreejyoti Hospitality, LLC and J&Y Hospitality, LLC related to these services, subject to the appropriation of sufficient funds.

Section 3 - That the Department of Finance is hereby authorized to issue payments to Shreejyoti Hospitality, LLC (\$722,875.00) and J&Y Hospitality, LLC (\$305,344.90) from account # 1145-155003-78112, consistent with the terms of the Agreements.

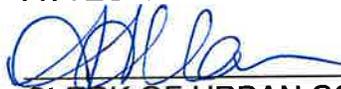
Section 4 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: October 10, 2024



 MAYOR

ATTEST:



 CLERK OF URBAN COUNTY COUNCIL
 973-24:BGS:4894-7973-6556, v. 1

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (“Agreement”) made this 8th day of October, 2024, by and between SHREEJYOTI HOSPITALITY LLC (hereinafter referred to as "Owner"), whose principal office address is 2260 Elkhorn Road, Lexington, Ky, 40505, and the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (hereinafter referred to as "LFUCG", and together with the Owner, the “Parties”), an urban county government pursuant to KRS Chapter 67A, whose address is 200 East Main Street, Lexington, Kentucky.

RECITALS:

WHEREAS, LFUCG has seen an increase in the public’s need for emergency shelter for people experiencing homelessness in Fayette County, Kentucky;

WHEREAS, LFUCG now desires to provide additional options for shelter to accommodate the needs of persons experiencing homelessness during the winter months, within a hotel currently owned by Owner;

WHEREAS, Owner agrees to allow LFUCG the right to select the guests who may occupy certain rooms of the hotel, in furtherance of the public purpose identified herein;

WHEREFORE, in consideration of the foregoing, the sufficiency of which is hereby acknowledged, the Owner hereby conveys to LFUCG the rights herein defined in accordance with the following terms and conditions. Capitalized terms shall have the meanings ascribed to them in the Definitions section below.

DEFINITIONS:

“ADA” shall mean the Americans with Disabilities Act of 1990 (42 U.S.C.A. § 12101 et seq.) and regulations and guidelines promulgated thereunder, as may be amended and supplemented from time-to-time.

“Effective Date” shall mean the first date of the Term, as defined herein.

“Guests” shall mean any users or occupants of the Premises registered with the Hotel Operator and selected by LFUCG or LFUCG’s designee.

“Premises” shall mean a hotel located at 2260 Elkhorn Road, Lexington, Ky, 40505, which is currently known as “Motel 6.”

“Franchise” means the hotel brand currently used on the Premises and includes any and all unexpired

Franchise Agreements executed by Owner and/or Hotel Operator, as defined herein.

“Hotel Operator” shall mean whomever Owner, Owner’s successors, and/or Owners assigns, deems fit to manage daily operations of the Premises, as approved by the Franchise, and who is authorized to collect sums payable on behalf of Owner.

“Hotel Standard” shall mean Hotel Operator’s then-current policies, procedures, instructions, standards, guidelines, specifications, programs and materials, as approved by the Franchise, and applicable to all guests located anywhere on the Premises.

“Operations” shall mean selecting Guests to occupy the Select Rooms, as defined herein, providing any security services for the Select Rooms that LFUCG believes necessary and appropriate, providing any emergency services on the Premises that LFUCG believes necessary and appropriate, and providing any food services for Guests occupying the Select Rooms as LFUCG believes necessary and appropriate.

“Property Manager” shall mean the Property Manager selected by the Hotel Operator to manage the Hotel, with consent of the Owner and approval of the Franchise. For purposes of this Agreement, LFUCG may take direction from Property Manager and Property Manager may collect sums payable by LFUCG hereunder on behalf of Owner.

“Repairs” shall mean all maintenance, repairs and, when required, replacements necessary to maintain the Premises in compliance with the Hotel Standard and the ADA. All repairs that Owner or Owner’s designee shall make shall be completed in a good and workmanlike manner. Owner shall use reasonable efforts during the making of repairs to avoid interference with LFUCG’s Operations.

“LFUCG Parties” shall mean LFUCG and its employees, officers, contractors, subcontractors, visitors or assignees.

The Parties hereto, for themselves, their heirs, executors, administrators, legal representatives, successors and assigns, hereby covenant as follows:

1. SELECTION OF ROOMS.

- A. Consistent with the terms and conditions stated herein, Owner hereby grants to LFUCG an irrevocable and exclusive right to select the Guests who may occupy a minimum of seventy-five (75) Hotel Standard rooms, at fixed locations within the Premises. These Hotel Standard rooms shall at least have the hospitalities specified herein, and not fewer than four (4) of them shall be fully compliant with the ADA, with said rooms to be selected by the Hotel Operator by and through the Property Manager, for the duration of this Agreement (“Select Rooms”). Owner herein covenants that it shall not interfere or hinder, nor shall it permit the Hotel

Operator to interfere or hinder, with any of LFUCG's Operations during the term of this Agreement.

B. The Select Rooms shall include the following hospitalities:

1. Pets shall be allowed as an additional guest accommodation in all of the Select Rooms;
2. Five (5) of the Select Rooms shall be smoking rooms; and,
3. All Select Rooms shall have heating facilities capable of maintaining a room temperature of 65 degrees F, a functioning bathroom and a functioning toilet.

2. TERM.

This Agreement shall last from November 1, 2024 until April 1, 2025 ("Term"), unless terminated at an earlier date by LFUCG. This Agreement shall be contingent upon completion of a documented initial walk-through of the Select Rooms prior to occupancy of the Select Rooms, if LFUCG requests a walk-through prior to the Effective Date. Upon the expiration or sooner termination of this Agreement, LFUCG shall quit and surrender the Select Rooms in a broom-clean condition, in good order, condition and repair, ordinary wear and tear and casualty excepted, which may be documented upon a final walk-through, if requested by LFUCG. Copies of all paperwork generated during the walk-throughs shall be promptly provided to LFUCG.

3. FEES.

LFUCG shall pay the fees specified herein, in the manner hereafter provided:

- A. Agreed Daily Rate. The agreed daily rate for a Select Room shall be **Fifty-Five Dollars (\$55.00)**.
- B. Retainer. LFUCG shall pay a fee equal to **One Hundred Twenty-Three Thousand Seven Hundred and Fifty Dollars (\$123,750.00)** ("Retainer"), exclusive of any required taxes, on the Effective Date. This fee amount shall reflect the daily rate for the anticipated number of rooms during the first month of the term.
- C. Invoicing. On the first day of each month during the Term, excluding the Effective Date, the Hotel Operator shall send to LFUCG an invoice for the following month's projected fee. That invoice shall reflect the daily rate for the anticipated number of rooms during the upcoming month of the Term and shall include a reconciliation of the Retainer balance with an accounting for any Additional Fees, as defined herein, which were incurred during the previous month.
- D. Additional Fees. Any Additional Fees shall be payable only after receipt of a valid invoice documenting all expenses incurred, and shall furthermore be limited to the following amounts:
 - i. An amount reflecting the costs of necessary repairs directly attributable to occupancy of the Select Rooms during the Term, which shall be paid and documented in a manner consistent with Article 4 of this Agreement.
- E. Final Close-Out. The Owner shall provide a final invoice reconciling all amounts paid with all

amounts owed within thirty (30) days of the termination of this Agreement. LFUCG shall pay the approved invoice amount within thirty (30) days of receipt of same.

4. UPKEEP.

- A. Repairs and Maintenance. Owner agrees to keep in good order, condition and repair all portions of the Premises including the roof, foundations, and all other structural portions of the Premises. Should any damage to the Premises be directly attributable to LFUCG's Operations, LFUCG shall be responsible for the cost and expense of Owner's repair, replacement or maintenance of the same. But in no case shall LFUCG's responsibility to pay for damages, in the aggregate, exceed **One Hundred Thousand Dollars (\$100,000.00)**. Owner shall provide LFUCG with an itemization of damages, and whatever additional supporting documentation LFUCG deems necessary in its sole discretion, to support the Owner's claim of damages, prior to LFUCG having any obligation to issue payment. LFUCG shall also have the right to review and give final approval of all invoices submitted for repairs prior to issuing any payment. All completed repairs may be documented during a final walk-through of the Select Rooms at the end of the Term, if requested by LFUCG. But LFUCG shall not be responsible for the cost of repair, replacement or maintenance that is attributable to the misuse or damage by Owner, Hotel Operator, or by the tenants, agents, employees, guests, or invitees of either the Owner or the Hotel Operator. For the foregoing sentence, the agents, employees and Guests of LFUCG shall not be deemed to be agents, employees, guests and invitees of Owner or Hotel Operator.
- B. Cleaning. The entire Premises, including, without limitation, any doors, interior and exterior portions of any windows and all other glass constituting a portion of the Premises, are to be kept clean by Owner or by Owner's designee, in a manner reasonable to Owner and consistent with the Hotel Standard and the Franchise.
- C. Extermination Services. Owner or Owner's designee shall keep the Premises free from infestation from vermin and other pests and shall conduct its operations in a manner conducive to such result, and shall, at its sole cost and expense, cause the Premises to be exterminated, on a frequent and regular basis and as often as necessary during the Term.

5. COMPLIANCE WITH LAWS.

At all times during this Agreement, the Owner represents that it is and shall remain 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. The person signing this Agreement on behalf of Owner is fully authorized to do so.

6. INDEMNITY; INSURANCE.

- A. The Owner shall maintain at all times for the duration of this Agreement such policy or policies of appropriate insurance coverage for commercial general liability, premises and operations liability, fire insurance, and such other insurance as appropriate for the protection of the Premises, proof of which coverages may be inspected by LFUCG upon request.

- B. The Parties shall have no obligation to indemnify either party for any activities that occur as a result of the Operations. Owner further understands and acknowledges that LFUCG is a governmental entity, and it cannot indemnify Owner. Nothing in this Agreement shall be construed as to require LFUCG to purchase insurance.

7. DAMAGES.

The Parties agree that in the event either party is found to be in breach of this Agreement, the Parties are mutually limited to recovering the amount stated in Article 4.A of this Agreement as liquidated damages for that breach. Notwithstanding anything contained in this Agreement to the contrary, the Parties waive, to the fullest extent permitted by Law, the right to seek any special, consequential or punitive damages against the other whether such damages are covered by insurance or not.

8. TERMINATION.

LFUCG may terminate this Agreement at any time by giving written notice of cancellation to the Owner, in the manner provided herein, no less than thirty (30) days prior to the intended date of termination, at which time Owner shall return to LFUCG the amount of any fees paid in advance as part of the Final Close-Out required by Article 3.E of this Agreement.

9. NOTICES.

Any written notices required under this Agreement shall be deemed sufficient when made in writing and: (A) deposited in the United States Mail, to be sent via certified mail; or, (B) deposited with FedEx or any similar nationally recognized overnight delivery service; and, addressed as follows:

To the Owner:

Motel 6
2260 Elkhorn Road,
Lexington, Ky, 40505
Attn: Neel Patel

To LFUCG:

Charlie Lanter
Division of Housing Advocacy and Community Development
200 E. Main Street, Suite 12
Lexington, Ky. 40507

Notice provided in accordance with this Article shall be deemed to have been given on the date deposited with the U.S. Mail or the nationally recognized delivery service.

10. FORCE MAJEURE.

If LFUCG is delayed in its performance of any obligation under this Agreement due to an act, event, or condition beyond its reasonable control, then LFUCG will immediately give timely notice to Owner and will act in good faith to remedy such act, event, or condition and resume performance as soon as practicable.

11. SEVERABILITY PROVISION.

If any provision of this Agreement, or its application to any situation, shall be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby, and every provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

12. ENTIRE AGREEMENT.

No earlier statement by Owner or LFUCG or any of their respective agents or employees regarding this Agreement or the Premises shall have any force or effect. Owner and LFUCG agree that they are not relying on any representations or agreements other than those contained in this Agreement. This Agreement shall not be modified except via a separate written amendment, signed by both Parties.

13. NO WAIVER.

The failure of either party to seek redress for violation of, or to insist upon the strict performance of any covenant or condition of this Agreement, shall not prevent a subsequent act that would have originally constituted a violation from having all the force and effect of an original violation.

14. APPLICABLE LAW, JURISDICTION AND VENUE.

This Agreement shall be construed under the laws of the Commonwealth of Kentucky, with exclusive jurisdiction and venue being in the Fayette Circuit Court.

15. TIME OF ESSENCE.

Time is of the essence with respect to the performance of every provision of this Agreement.

16. NO THIRD-PARTY RIGHTS.

Nothing in this Agreement shall be construed as creating or vesting any rights in any third parties or establishing any third-party beneficiaries hereto.

17. NO TENANCY.

Nothing in this Agreement shall be construed as establishing any landlord-tenant relationship between the parties, or between the parties and any guest(s).

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and date first set forth above.

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (“Agreement”) made this 8th day of October, 2024, by and between **J&Y HOSPITALITY, LLC** (hereinafter referred to as "Owner"), whose principal office address is 2351 Buena Vista Road, Lexington Ky. 40505, and the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT** (hereinafter referred to as "LFUCG", and together with the Owner, the “Parties”), an urban county government pursuant to KRS Chapter 67A, whose address is 200 East Main Street, Lexington, Kentucky.

RECITALS:

WHEREAS, LFUCG has seen an increase in the public’s need for emergency shelter for people experiencing homelessness in Fayette County, Kentucky;

WHEREAS, LFUCG now desires to provide additional options for shelter to accommodate the needs of persons experiencing homelessness during the winter months, within a hotel currently owned by Owner;

WHEREAS, Owner agrees to allow LFUCG the right to select the guests who may occupy certain rooms of the hotel, in furtherance of the public purpose identified herein;

WHEREFORE, in consideration of the foregoing, the sufficiency of which is hereby acknowledged, the Owner hereby conveys to LFUCG the rights herein defined in accordance with the following terms and conditions. Capitalized terms shall have the meanings ascribed to them in the Definitions section below.

DEFINITIONS:

“**ADA**” shall mean the Americans with Disabilities Act of 1990 (42 U.S.C.A. § 12101 et seq.) and regulations and guidelines promulgated thereunder, as may be amended and supplemented from time-to-time.

“**Effective Date**” shall mean the first date of the Term, as defined herein.

“**Guests**” shall mean any users or occupants of the Premises registered with the Hotel Operator and selected by LFUCG or LFUCG’s designee.

“**Premises**” shall mean a hotel located at 2351 Buena Vista Road, Lexington Ky. 40505, which currently bears the brand of “Super 8 By Wyndham.”

“**Franchise**” means the hotel brand currently used on the Premises and includes any and all unexpired

Franchise Agreements executed by Owner and/or Hotel Operator, as defined herein.

“**Hotel Operator**” shall mean whomever Owner, Owner’s successors, and/or Owners assigns, deems fit to manage daily operations of the Premises, as approved by the Franchise, and who is authorized to collect sums payable on behalf of Owner.

“**Hotel Standard**” shall mean Hotel Operator’s then-current policies, procedures, instructions, standards, guidelines, specifications, programs and materials, as approved by the Franchise, and applicable to all guests located anywhere on the Premises.

“**Operations**” shall mean selecting Guests to occupy the Select Rooms, as defined herein, providing any security services for the Select Rooms that LFUCG believes necessary and appropriate, providing any emergency services on the Premises that LFUCG believes necessary and appropriate, and providing any food services for Guests occupying the Select Rooms as LFUCG believes necessary and appropriate.

“**Property Manager**” shall mean the Property Manager selected by the Hotel Operator to manage the Hotel, with consent of the Owner and approval of the Franchise. For purposes of this Agreement, LFUCG may take direction from Property Manager and Property Manager may collect sums payable by LFUCG hereunder on behalf of Owner.

“**Repairs**” shall mean all maintenance, repairs and, when required, replacements necessary to maintain the Premises in compliance with the Hotel Standard and the ADA. All repairs that Owner or Owner’s designee shall make shall be completed in a good and workmanlike manner. Owner shall use reasonable efforts during the making of repairs to avoid interference with LFUCG’s Operations.

“**LFUCG Parties**” shall mean LFUCG and its employees, officers, contractors, subcontractors, visitors or assignees.

The Parties hereto, for themselves, their heirs, executors, administrators, legal representatives, successors and assigns, hereby covenant as follows:

1. SELECTION OF ROOMS.

- A. Consistent with the terms and conditions stated herein, Owner hereby grants to LFUCG an irrevocable and exclusive right to select the Guests who may occupy a minimum of twenty (20) Hotel Standard rooms, at fixed locations within the Premises. These Hotel Standard rooms shall at least have the hospitalities specified herein, all of which shall be fully compliant with the ADA, with said rooms to be selected by the Hotel Operator by and through the Property Manager, for the duration of this Agreement (“Select Rooms”). Owner herein covenants that it shall not interfere or hinder, nor shall it permit the Hotel Operator to interfere or hinder, with any of LFUCG’s Operations during the term of this Agreement.

B. The Select Rooms shall include the following hospitalities:

1. Pets shall be allowed as an additional guest accommodation in all of the Select Rooms; and,
2. All Select Rooms shall have a functioning refrigerator, a functioning microwave oven, heating facilities capable of maintaining a room temperature of 65 degrees F, a functioning bathroom, and a functioning toilet.

2. TERM.

This Agreement shall last from November 1, 2024 until April 1, 2025 (“Term”), unless terminated at an earlier date by LFUCG. This Agreement shall be contingent upon completion of a documented initial walk-through of the Select Rooms prior to occupancy of the Select Rooms, if LFUCG requests a walk-through prior to the Effective Date. Upon the expiration or sooner termination of this Agreement, LFUCG shall quit and surrender the Select Rooms in a broom-clean condition, in good order, condition and repair, ordinary wear and tear and casualty excepted, which may be documented upon a final walk-through, if requested by LFUCG. Copies of all paperwork generated during the walk-throughs shall be promptly provided to LFUCG.

3. FEES.

LFUCG shall pay the fees specified herein, in the manner hereafter provided:

- A. Agreed Daily Rate. The agreed daily rate for a Select Room with a single bed shall be **Fifty Dollars (\$50.00)**, and the agreed daily rate for a Select Room with a double bed, if and when needed, shall be **Sixty Dollars (\$60.00)**.
- B. Retainer. LFUCG shall pay a fee equal to **Thirty Thousand Dollars (\$30,000.00)** (“**Retainer**”), exclusive of any required taxes, on the Effective Date. This fee amount shall reflect the daily rate for the anticipated number of beds during the first month of the term.
- C. Invoicing. On the first day of each month during the Term, excluding the Effective Date, the Hotel Operator shall send to LFUCG an invoice for the following month’s projected fee. That invoice shall reflect the daily rate for the anticipated number of rooms during the upcoming month of the Term and shall include a reconciliation of the Retainer balance with an accounting for any Additional Fees, as defined herein, which were incurred during the previous month.
- D. Additional Fees. Any Additional Fees shall be payable only after receipt of a valid invoice documenting all expenses incurred, and shall furthermore be limited to the following amounts:
 - i. An amount reflecting pet fees actually incurred when Guests bring pets into any Select Rooms, for which the agreed rate shall be **Fifteen Dollars and Ninety-Nine Cents (\$15.99)** per pet, per night, for each night a pet is present in the room; and,
 - ii. An amount reflecting the costs of necessary repairs directly attributable to occupancy of the Select Rooms during the Term, which shall be paid and documented in a manner consistent with Article 4 of this Agreement.

- E. Final Close-Out. The Owner shall provide a final invoice reconciling all amounts paid with all amounts owed within thirty (30) days of the termination of this Agreement. LFUCG shall pay the approved invoice amount within thirty (30) days of receipt of same.

4. UPKEEP.

- A. Repairs and Maintenance. Owner agrees to keep in good order, condition and repair all portions of the Premises including the roof, foundations, and all other structural portions of the Premises. Should any damage to the Premises be directly attributable to LFUCG's Operations, LFUCG shall be responsible for the cost and expense of Owner's repair, replacement or maintenance of the same. But in no case shall LFUCG's responsibility to pay for damages, in the aggregate, exceed **One Hundred Thousand Dollars (\$100,000.00)**. Owner shall provide LFUCG with an itemization of damages, and whatever additional supporting documentation LFUCG deems necessary in its sole discretion, to support the Owner's claim of damages, prior to LFUCG having any obligation to issue payment. LFUCG shall also have the right to review and give final approval of all invoices submitted for repairs prior to issuing any payment. All completed repairs may be documented during a final walk-through of the Select Rooms at the end of the Term, if requested by LFUCG. But LFUCG shall not be responsible for the cost of repair, replacement or maintenance that is attributable to the misuse or damage by Owner, Hotel Operator, or by the tenants, agents, employees, guests, or invitees of either the Owner or the Hotel Operator. For the foregoing sentence, the agents, employees and Guests of LFUCG shall not be deemed to be agents, employees, guests and invitees of Owner or Hotel Operator.
- B. Cleaning. The entire Premises, including, without limitation, any doors, interior and exterior portions of any windows and all other glass constituting a portion of the Premises, are to be kept clean by Owner or by Owner's designee, in a manner reasonable to Owner and consistent with the Hotel Standard and the Franchise.
- C. Extermination Services. Owner or Owner's designee shall keep the Premises free from infestation from vermin and other pests and shall conduct its operations in a manner conducive to such result, and shall, at its sole cost and expense, cause the Premises to be exterminated, on a frequent and regular basis and as often as necessary during the Term.

5. COMPLIANCE WITH LAWS.

At all times during this Agreement, the Owner represents that it is and shall remain 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. The person signing this Agreement on behalf of Owner is fully authorized to do so.

6. INDEMNITY; INSURANCE.

- A. The Owner shall maintain at all times for the duration of this Agreement such policy or policies of appropriate insurance coverage for commercial general liability, premises and operations

liability, fire insurance, and such other insurance as appropriate for the protection of the Premises, proof of which coverages may be inspected by LFUCG upon request.

- B. The Parties shall have no obligation to indemnify either party for any activities that occur as a result of the Operations. Owner further understands and acknowledges that LFUCG is a governmental entity, and it cannot indemnify Owner. Nothing in this Agreement shall be construed as to require LFUCG to purchase insurance.

7. DAMAGES.

The Parties agree that in the event either party is found to be in breach of this Agreement, the Parties are mutually limited to recovering the amount stated in Article 4.A of this Agreement as liquidated damages for that breach. Notwithstanding anything contained in this Agreement to the contrary, the Parties waive, to the fullest extent permitted by Law, the right to seek any special, consequential or punitive damages against the other whether such damages are covered by insurance or not.

8. TERMINATION.

LFUCG may terminate this Agreement at any time by giving written notice of cancellation to the Owner, in the manner provided herein, no less than thirty (30) days prior to the intended date of termination, at which time Owner shall return to LFUCG the amount of any fees paid in advance as part of the Final Close-Out required by Article 3.E of this Agreement.

9. NOTICES.

Any written notices required under this Agreement shall be deemed sufficient when made in writing and: (A) deposited in the United States Mail, to be sent via certified mail; or, (B) deposited with FedEx or any similar nationally recognized overnight delivery service; and, addressed as follows:

To the Owner:

Super 8 by Wyndham
2351 Buena Vista Road,
Lexington Ky. 40505
Attn: Chirag Sheth

To LFUCG:

Charlie Lanter
Division of Housing Advocacy and Community Development
200 E. Main Street, Suite 12
Lexington, Ky. 40507

Notice provided in accordance with this Article shall be deemed to have been given on the date deposited with the U.S. Mail or the nationally recognized delivery service.

10. FORCE MAJEURE.

If LFUCG is delayed in its performance of any obligation under this Agreement due to an act, event, or condition beyond its reasonable control, then LFUCG will immediately give timely notice to Owner and will act in good faith to remedy such act, event, or condition and resume performance as soon as practicable.

11. SEVERABILITY PROVISION.

If any provision of this Agreement, or its application to any situation, shall be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby, and every provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

12. ENTIRE AGREEMENT.

No earlier statement by Owner or LFUCG or any of their respective agents or employees regarding this Agreement or the Premises shall have any force or effect. Owner and LFUCG agree that they are not relying on any representations or agreements other than those contained in this Agreement. This Agreement shall not be modified except via a separate written amendment, signed by both Parties.

13. NO WAIVER.

The failure of either party to seek redress for violation of, or to insist upon the strict performance of any covenant or condition of this Agreement, shall not prevent a subsequent act that would have originally constituted a violation from having all the force and effect of an original violation.

14. APPLICABLE LAW, JURISDICTION AND VENUE.

This Agreement shall be construed under the laws of the Commonwealth of Kentucky, with exclusive jurisdiction and venue being in the Fayette Circuit Court.

15. TIME OF ESSENCE.

Time is of the essence with respect to the performance of every provision of this Agreement.

16. NO THIRD-PARTY RIGHTS.

Nothing in this Agreement shall be construed as creating or vesting any rights in any third parties or establishing any third-party beneficiaries hereto.

17. NO TENANCY.

Nothing in this Agreement shall be construed as establishing any landlord-tenant relationship between the parties, or between the parties and any guest(s).

**THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK,
SIGNATURE PAGE TO FOLLOW**



IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and date first set forth above.

OWNER

J&Y HOSPITALITY LLC

A limited liability company

By: Chirag Sheth

Name: Chirag Sheth

Its: Member

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing instrument was subscribed, sworn to and acknowledged by me this 9th day of October, 2024, by Chirag Sheth, as Member of J&Y HOSPITALITY LLC, a limited liability company, on behalf of the company.



Dina R Melvin

Notary Public

My commission expires: 02/22/2026

Notary No.: KYNP43142

LFUCG

By: Linda Gorton

Name: Linda Gorton

Its: Mayor

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing instrument was subscribed, sworn to and acknowledged by me this 15th day of October, 2024, by Linda Gorton, as Mayor of the Lexington-Fayette Urban County Government, on behalf of the Lexington-Fayette Urban County Government.

Mackenzie Steuk

Notary Public

My commission expires: 11/20/2027

Notary No.: KYNP82853

4864-2323-6326, v. 1

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (“Agreement”) made this 8th day of October, 2024, by and between SHREEJYOTI HOSPITALITY LLC (hereinafter referred to as "Owner"), whose principal office address is 2260 Elkhorn Road, Lexington, Ky, 40505, and the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (hereinafter referred to as "LFUCG", and together with the Owner, the “Parties”), an urban county government pursuant to KRS Chapter 67A, whose address is 200 East Main Street, Lexington, Kentucky.

RECITALS:

WHEREAS, LFUCG has seen an increase in the public’s need for emergency shelter for people experiencing homelessness in Fayette County, Kentucky;

WHEREAS, LFUCG now desires to provide additional options for shelter to accommodate the needs of persons experiencing homelessness during the winter months, within a hotel currently owned by Owner;

WHEREAS, Owner agrees to allow LFUCG the right to select the guests who may occupy certain rooms of the hotel, in furtherance of the public purpose identified herein;

WHEREFORE, in consideration of the foregoing, the sufficiency of which is hereby acknowledged, the Owner hereby conveys to LFUCG the rights herein defined in accordance with the following terms and conditions. Capitalized terms shall have the meanings ascribed to them in the Definitions section below.

DEFINITIONS:

“**ADA**” shall mean the Americans with Disabilities Act of 1990 (42 U.S.C.A. § 12101 et seq.) and regulations and guidelines promulgated thereunder, as may be amended and supplemented from time-to-time.

“**Effective Date**” shall mean the first date of the Term, as defined herein.

“**Guests**” shall mean any users or occupants of the Premises registered with the Hotel Operator and selected by LFUCG or LFUCG’s designee.

“**Premises**” shall mean a hotel located at 2260 Elkhorn Road, Lexington, Ky, 40505, which is currently known as “Motel 6.”

“**Franchise**” means the hotel brand currently used on the Premises and includes any and all unexpired

Franchise Agreements executed by Owner and/or Hotel Operator, as defined herein.

“**Hotel Operator**” shall mean whomever Owner, Owner’s successors, and/or Owners assigns, deems fit to manage daily operations of the Premises, as approved by the Franchise, and who is authorized to collect sums payable on behalf of Owner.

“**Hotel Standard**” shall mean Hotel Operator’s then-current policies, procedures, instructions, standards, guidelines, specifications, programs and materials, as approved by the Franchise, and applicable to all guests located anywhere on the Premises.

“**Operations**” shall mean selecting Guests to occupy the Select Rooms, as defined herein, providing any security services for the Select Rooms that LFUCG believes necessary and appropriate, providing any emergency services on the Premises that LFUCG believes necessary and appropriate, and providing any food services for Guests occupying the Select Rooms as LFUCG believes necessary and appropriate.

“**Property Manager**” shall mean the Property Manager selected by the Hotel Operator to manage the Hotel, with consent of the Owner and approval of the Franchise. For purposes of this Agreement, LFUCG may take direction from Property Manager and Property Manager may collect sums payable by LFUCG hereunder on behalf of Owner.

“**Repairs**” shall mean all maintenance, repairs and, when required, replacements necessary to maintain the Premises in compliance with the Hotel Standard and the ADA. All repairs that Owner or Owner’s designee shall make shall be completed in a good and workmanlike manner. Owner shall use reasonable efforts during the making of repairs to avoid interference with LFUCG’s Operations.

“**LFUCG Parties**” shall mean LFUCG and its employees, officers, contractors, subcontractors, visitors or assignees.

The Parties hereto, for themselves, their heirs, executors, administrators, legal representatives, successors and assigns, hereby covenant as follows:

1. SELECTION OF ROOMS.

- A. Consistent with the terms and conditions stated herein, Owner hereby grants to LFUCG an irrevocable and exclusive right to select the Guests who may occupy a minimum of seventy-five (75) Hotel Standard rooms, at fixed locations within the Premises. These Hotel Standard rooms shall at least have the hospitalities specified herein, and not fewer than four (4) of them shall be fully compliant with the ADA, with said rooms to be selected by the Hotel Operator by and through the Property Manager, for the duration of this Agreement (“Select Rooms”). Owner herein covenants that it shall not interfere or hinder, nor shall it permit the Hotel

Operator to interfere or hinder, with any of LFUCG's Operations during the term of this Agreement.

B. The Select Rooms shall include the following hospitalities:

1. Pets shall be allowed as an additional guest accommodation in all of the Select Rooms;
2. Five (5) of the Select Rooms shall be smoking rooms; and,
3. All Select Rooms shall have heating facilities capable of maintaining a room temperature of 65 degrees F, a functioning bathroom and a functioning toilet.

2. TERM.

This Agreement shall last from November 1, 2024 until April 1, 2025 ("Term"), unless terminated at an earlier date by LFUCG. This Agreement shall be contingent upon completion of a documented initial walk-through of the Select Rooms prior to occupancy of the Select Rooms, if LFUCG requests a walk-through prior to the Effective Date. Upon the expiration or sooner termination of this Agreement, LFUCG shall quit and surrender the Select Rooms in a broom-clean condition, in good order, condition and repair, ordinary wear and tear and casualty excepted, which may be documented upon a final walk-through, if requested by LFUCG. Copies of all paperwork generated during the walk-throughs shall be promptly provided to LFUCG.

3. FEES.

LFUCG shall pay the fees specified herein, in the manner hereafter provided:

- A. Agreed Daily Rate. The agreed daily rate for a Select Room shall be **Fifty-Five Dollars (\$55.00)**.
- B. Retainer. LFUCG shall pay a fee equal to **One Hundred Twenty-Three Thousand Seven Hundred and Fifty Dollars (\$123,750.00)** ("Retainer"), exclusive of any required taxes, on the Effective Date. This fee amount shall reflect the daily rate for the anticipated number of rooms during the first month of the term.
- C. Invoicing. On the first day of each month during the Term, excluding the Effective Date, the Hotel Operator shall send to LFUCG an invoice for the following month's projected fee. That invoice shall reflect the daily rate for the anticipated number of rooms during the upcoming month of the Term and shall include a reconciliation of the Retainer balance with an accounting for any Additional Fees, as defined herein, which were incurred during the previous month.
- D. Additional Fees. Any Additional Fees shall be payable only after receipt of a valid invoice documenting all expenses incurred, and shall furthermore be limited to the following amounts:
 - i. An amount reflecting the costs of necessary repairs directly attributable to occupancy of the Select Rooms during the Term, which shall be paid and documented in a manner consistent with Article 4 of this Agreement.
- E. Final Close-Out. The Owner shall provide a final invoice reconciling all amounts paid with all

amounts owed within thirty (30) days of the termination of this Agreement. LFUCG shall pay the approved invoice amount within thirty (30) days of receipt of same.

4. UPKEEP.

- A. Repairs and Maintenance. Owner agrees to keep in good order, condition and repair all portions of the Premises including the roof, foundations, and all other structural portions of the Premises. Should any damage to the Premises be directly attributable to LFUCG's Operations, LFUCG shall be responsible for the cost and expense of Owner's repair, replacement or maintenance of the same. But in no case shall LFUCG's responsibility to pay for damages, in the aggregate, exceed **One Hundred Thousand Dollars (\$100,000.00)**. Owner shall provide LFUCG with an itemization of damages, and whatever additional supporting documentation LFUCG deems necessary in its sole discretion, to support the Owner's claim of damages, prior to LFUCG having any obligation to issue payment. LFUCG shall also have the right to review and give final approval of all invoices submitted for repairs prior to issuing any payment. All completed repairs may be documented during a final walk-through of the Select Rooms at the end of the Term, if requested by LFUCG. But LFUCG shall not be responsible for the cost of repair, replacement or maintenance that is attributable to the misuse or damage by Owner, Hotel Operator, or by the tenants, agents, employees, guests, or invitees of either the Owner or the Hotel Operator. For the foregoing sentence, the agents, employees and Guests of LFUCG shall not be deemed to be agents, employees, guests and invitees of Owner or Hotel Operator.
- B. Cleaning. The entire Premises, including, without limitation, any doors, interior and exterior portions of any windows and all other glass constituting a portion of the Premises, are to be kept clean by Owner or by Owner's designee, in a manner reasonable to Owner and consistent with the Hotel Standard and the Franchise.
- C. Extermination Services. Owner or Owner's designee shall keep the Premises free from infestation from vermin and other pests and shall conduct its operations in a manner conducive to such result, and shall, at its sole cost and expense, cause the Premises to be exterminated, on a frequent and regular basis and as often as necessary during the Term.

5. COMPLIANCE WITH LAWS.

At all times during this Agreement, the Owner represents that it is and shall remain 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. The person signing this Agreement on behalf of Owner is fully authorized to do so.

6. INDEMNITY; INSURANCE.

- A. The Owner shall maintain at all times for the duration of this Agreement such policy or policies of appropriate insurance coverage for commercial general liability, premises and operations liability, fire insurance, and such other insurance as appropriate for the protection of the Premises, proof of which coverages may be inspected by LFUCG upon request.

- B. The Parties shall have no obligation to indemnify either party for any activities that occur as a result of the Operations. Owner further understands and acknowledges that LFUCG is a governmental entity, and it cannot indemnify Owner. Nothing in this Agreement shall be construed as to require LFUCG to purchase insurance.

7. DAMAGES.

The Parties agree that in the event either party is found to be in breach of this Agreement, the Parties are mutually limited to recovering the amount stated in Article 4.A of this Agreement as liquidated damages for that breach. Notwithstanding anything contained in this Agreement to the contrary, the Parties waive, to the fullest extent permitted by Law, the right to seek any special, consequential or punitive damages against the other whether such damages are covered by insurance or not.

8. TERMINATION.

LFUCG may terminate this Agreement at any time by giving written notice of cancellation to the Owner, in the manner provided herein, no less than thirty (30) days prior to the intended date of termination, at which time Owner shall return to LFUCG the amount of any fees paid in advance as part of the Final Close-Out required by Article 3.E of this Agreement.

9. NOTICES.

Any written notices required under this Agreement shall be deemed sufficient when made in writing and: (A) deposited in the United States Mail, to be sent via certified mail; or, (B) deposited with FedEx or any similar nationally recognized overnight delivery service; and, addressed as follows:

To the Owner:

Motel 6
2260 Elkhorn Road,
Lexington, Ky, 40505
Attn: Neel Patel

To LFUCG:

Charlie Lanter
Division of Housing Advocacy and Community Development
200 E. Main Street, Suite 12
Lexington, Ky. 40507

Notice provided in accordance with this Article shall be deemed to have been given on the date deposited with the U.S. Mail or the nationally recognized delivery service.

10. FORCE MAJEURE.

If LFUCG is delayed in its performance of any obligation under this Agreement due to an act, event, or condition beyond its reasonable control, then LFUCG will immediately give timely notice to Owner and will act in good faith to remedy such act, event, or condition and resume performance as soon as practicable.

11. SEVERABILITY PROVISION.

If any provision of this Agreement, or its application to any situation, shall be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby, and every provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

12. ENTIRE AGREEMENT.

No earlier statement by Owner or LFUCG or any of their respective agents or employees regarding this Agreement or the Premises shall have any force or effect. Owner and LFUCG agree that they are not relying on any representations or agreements other than those contained in this Agreement. This Agreement shall not be modified except via a separate written amendment, signed by both Parties.

13. NO WAIVER.

The failure of either party to seek redress for violation of, or to insist upon the strict performance of any covenant or condition of this Agreement, shall not prevent a subsequent act that would have originally constituted a violation from having all the force and effect of an original violation.

14. APPLICABLE LAW, JURISDICTION AND VENUE.

This Agreement shall be construed under the laws of the Commonwealth of Kentucky, with exclusive jurisdiction and venue being in the Fayette Circuit Court.

15. TIME OF ESSENCE.

Time is of the essence with respect to the performance of every provision of this Agreement.

16. NO THIRD-PARTY RIGHTS.

Nothing in this Agreement shall be construed as creating or vesting any rights in any third parties or establishing any third-party beneficiaries hereto.

17. NO TENANCY.

Nothing in this Agreement shall be construed as establishing any landlord-tenant relationship between the parties, or between the parties and any guest(s).

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and date first set forth above.



Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0974-24

File ID: 0974-24

Type: Resolution

Status: Approved

Version: 1

Contract #: 296-2024

In Control: Urban County Council

File Created: 09/23/2024

File Name: 2025 Kiddie Kapers LCA Agreement

Final Action: 10/24/2024

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement with Lexington Christian Academy, to host the annual Kiddie Kapers Holiday Show, at an estimated cost not to exceed \$1,500. [Div. of Parks and Recreation, Conrad]

Notes: Stamped and filed in the CCO. Returned to Roger and Mindy 10/25/2024. MS

Sponsors:

Enactment Date: 10/24/2024

Attachments: 2025 Kiddie Kapers Lexington Christain Academy Blue Sheet Memo Signed, LCA signed contract, RESO 974-24 LCA Kiddie Kapers 4875-9740-9513 v.1.docx, R-527-2024, Contract #296-2024

Enactment Number: R-527-2024

Deed #:

Hearing Date:

Drafter: Roger Daman

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	10/08/2024	Approved and Referred to Docket	Urban County Council	10/10/2024		Pass
1	Urban County Council	10/10/2024	Received First Reading	Urban County Council	10/24/2024		
1	Urban County Council	10/24/2024	Approved				Pass

Text of Legislative File 0974-24

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement with Lexington Christian Academy, to host the annual Kiddie Kapers Holiday Show, at an estimated cost not to exceed \$1,500. [Div. of Parks and Recreation, Conrad]

Summary

Authorization to execute a license of Agreement with Lexington Christian Academy for Lexington Parks & Recreation to hold its annual Kiddie Kapers dance Program Holiday

Show at Lexington Christian Academy in December at a cost of \$1,500. Ticket revenue is collected. Funds are Budgeted. (L0974-24) (Conrad/Ford)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: Yes, Gabriel Thatcher, 9/9/2024

Risk Management: No

Fully Budgeted [select]: Yes

Account Number: 1101 707604 7324 71302 - \$1,350.00

1101 707604 7321 71303 - \$150.00

This Fiscal Year Impact: \$1,500

Annual Impact:

Project:

Activity:

Budget Reference:

Current Balance: 1101 707604 7324 71302 - \$1,350.00

1101 707604 7321 71303 - \$5,000.00



MEMORANDUM

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

FROM: 
Monica Conrad, Director
Parks and Recreation

RE: Kiddie Kapers Annual Holiday Show at Lexington Christian Academy

DATE: September 23, 2024

Request:

This is a request for Council approval to enter into a License of Agreement with Lexington Christian Academy for Lexington Parks & Recreation to hold its annual Kiddie Kapers dance program Holiday Show at Lexington Christian Academy in December.

Why are you requesting?

Lexington Parks & Recreation has held their Kiddie Kapers holiday show each December since 1999. The recital is the culmination of the Fall Semester of classes from September through December with 500-800 students performing annually. LCA has an auditorium of 850 seats which is necessary for the number of tickets to be sold for multiple shows.

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

\$1,500

Ticket revenue is collected by Parks and is part of our projected revenue going to the general fund.

Are the funds budgeted? Yes

\$1,350 from 1101-707604-7324-71302-715
\$150 from 1101-707604-7321-71303-715

File Number: 0974-24

Director/Commissioner: Conrad/Ford





FACILITY RENTAL PRICING

Classrooms and Spaces

General Classroom Space

Monday thru Friday \$100 per day

Saturday, Sunday and Holidays - \$100 per hour, 3 consecutive hour minimum

Special Classroom Space - Chorus room, piano room, mezzanine, media center for example

Monday thru Friday – \$150 per day

Saturday, Sunday and Holidays - \$150 per hour/3 hour consecutive minimum

Availability

Monday-Friday – 4-10pm - school days, 8am-9pm – non-school days

Saturday –8am-10pm

Sunday -1pm-9pm

Chapel

Monday thru Sunday - \$150 per hour

Rental fees will be billed from the earliest start time until the completion of the event per day.

Availability

Monday-Friday – 4-10pm - school days, 8am-10pm – non-school days

Saturday –8am-10pm Sunday

-1pm-10pm

Includes

Use of 2 classrooms

Up to 10 tables and 20 chairs

Back stage area, 2 dressing rooms

Add-ons

Chorus room or additional classroom - \$100 per day

Sound Technician - \$25 per hour, 2 consecutive hour minimum

Sound Technicians are independent contractors. Payment for their services will be made directly to the technician prior to events.



Lexington Christian Academy Facility Rental Contract

The undersigned Lessee agrees and certifies to Lexington Christian Academy, Inc. (LCA) that all activities and programs conducted on school property shall be subject to the following terms and conditions. *Facilities will not be reserved until the signed contract has been returned to LCA and any required deposit is paid.* It is understood and agreed that:

1. The lessee shall be responsible for the proper care and use of the facilities and shall reimburse LCA for any damages to the facility while rented to them. Lessee assumes all liability for injury or damage to persons or property arising from, in connection with, or resulting from lessee's use or rental of the facility.
2. Lessee agrees to adhere to LCA facility usage guidelines.
3. Lessee shall indemnify, protect, save and hold harmless, LCA, its employees, agents, and directors against claims or demands arising or resulting from the use by lessee of the facility. Lessee shall, on request, obtain comprehensive public liability insurance, acceptable to LCA, with a limit of at least \$1,000,000 insuring the Lessee and LCA, and shall, on request, provide **a certificate of insurance** evidencing such coverage, and to keep such insurance in full force and effect during lessee's use of the facility. Lessee shall have no obligation to indemnify, protect, save and hold harmless, LCA, its employees, agents, and directors against claims or demands for any willful misconduct or gross negligence of LCA.
4. Rate schedule does not include any set-up (such as tables, chairs, etc.). Set up and take down shall be lessee's responsibility unless otherwise agreed.
5. Lessee agrees to leave facility in the condition it was found.
6. Lessee agrees to pay a deposit of 25% of the total rental amount upon completion of LCA's scheduling procedures and Lessee's signing of the rental contract. The remaining 75% of the total must be paid before the rental of said facilities. Invoice is due upon receipt. Long-term rentals may be billed monthly.
7. Lessee agrees that the facility shall not be used for commercial activities.
8. Lessee shall not sublease nor assign any portion of the building or item of equipment covered by this contract.

9. Lessee must inform and receive written permission from LCA in order to charge admission, solicit and accept donations, sell concessions and merchandise at events held on school premises. Lessee also agrees to abide by the LCA Facility usage guidelines.
10. LCA Administration, in their discretion at any time, may restrict or prohibit the use of outdoor areas due to weather, excess wear and tear on fields, or in other appropriate circumstances.
11. LCA Administration, in their discretion, may arrange for additional security to be present during lessee activities, and lessee shall be responsible for the cost thereof.
12. A school employee may be present, on or near the LCA property, at all times. Said designated employee shall in no way be responsible for the conduct of persons present, nor shall such employee perform duties other than those involving the care, safety, and security of the facilities. The presence of an LCA employee shall not relieve lessee from any liability or responsibility under this contract.
13. Lessee must provide any cancellation notice 48 hours in advance of the date of the event. If lessee fails to provide proper notification, the deposit may be retained at the discretion of LCA Administration.

I have read the terms and conditions of this lease of school facilities and agree to be responsible for compliance with each item. If exceptions are being made, LCA has indicated accordingly below the respective item(s):

LESSEE _____
 Signed _____
 Organization _____
 Billing address _____
 City/state/zip _____
 Phone number _____
 Date _____

LCA _____
 Signed TOLIY KINDRUK
 Date 9 / 17 / 2024

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH LEXINGTON CHRISTIAN ACADEMY, TO HOST THE ANNUAL KIDDIE KAPERS HOLIDAY SHOW, AT AN ESTIMATED COST NOT TO EXCEED \$1,500.00.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute an Agreement, which is attached hereto and incorporated herein by reference, with Lexington Christian Academy to host the annual Kiddie Kapers Holiday Show.

Section 2 - That an amount, estimated not to exceed the sum of \$1,500.00, be and hereby is approved for payment to Lexington Christian Academy from accounts 1101-707604-71302 (\$1,350.00) and 1101-707604-71303 (\$150.00), pursuant to the terms of the Agreement.

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

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0974-24:GET:4875-9740-9513, v. 1

RESOLUTION NO. 527 - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH LEXINGTON CHRISTIAN ACADEMY, TO HOST THE ANNUAL KIDDIE KAPERS HOLIDAY SHOW, AT AN ESTIMATED COST NOT TO EXCEED \$1,500.00.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute an Agreement, which is attached hereto and incorporated herein by reference, with Lexington Christian Academy to host the annual Kiddie Kapers Holiday Show.

Section 2 - That an amount, estimated not to exceed the sum of \$1,500.00, be and hereby is approved for payment to Lexington Christian Academy from accounts 1101-707604-71302 (\$1,350.00) and 1101-707604-71303 (\$150.00), pursuant to the terms of the Agreement.

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

PASSED URBAN COUNTY COUNCIL: October 24, 2024

Linda Gorton

MAYOR

ATTEST:

[Signature]

CLERK OF URBAN COUNTY COUNCIL

0974-24:GET:4875-9740-9513, v. 1



FACILITY RENTAL PRICING

Classrooms and Spaces

General Classroom Space

Monday thru Friday \$100 per day

Saturday, Sunday and Holidays - \$100 per hour, 3 consecutive hour minimum

Special Classroom Space - Chorus room, piano room, mezzanine, media center for example

Monday thru Friday – \$150 per day

Saturday, Sunday and Holidays - \$150 per hour/3 hour consecutive minimum

Availability

Monday-Friday – 4-10pm - school days, 8am-9pm – non-school days

Saturday –8am-10pm

Sunday -1pm-9pm

Chapel

Monday thru Sunday - \$150 per hour

Rental fees will be billed from the earliest start time until the completion of the event per day.

Availability

Monday-Friday – 4-10pm - school days, 8am-10pm – non-school days

Saturday –8am-10pm Sunday

-1pm-10pm

Includes

Use of 2 classrooms

Up to 10 tables and 20 chairs

Back stage area, 2 dressing rooms

Add-ons

Chorus room or additional classroom - \$100 per day

Sound Technician - \$25 per hour, 2 consecutive hour minimum

Sound Technicians are independent contractors. Payment for their services will be made directly to the technician prior to events.



Lexington Christian Academy Facility Rental Contract

The undersigned Lessee agrees and certifies to Lexington Christian Academy, Inc. (LCA) that all activities and programs conducted on school property shall be subject to the following terms and conditions. *Facilities will not be reserved until the signed contract has been returned to LCA and any required deposit is paid.* It is understood and agreed that:

1. The lessee shall be responsible for the proper care and use of the facilities and shall reimburse LCA for any damages to the facility while rented to them. Lessee assumes all liability for injury or damage to persons or property arising from, in connection with, or resulting from lessee's use or rental of the facility.
2. Lessee agrees to adhere to LCA facility usage guidelines.
3. Lessee shall indemnify, protect, save and hold harmless, LCA, its employees, agents, and directors against claims or demands arising or resulting from the use by lessee of the facility. Lessee shall, on request, obtain comprehensive public liability insurance, acceptable to LCA, with a limit of at least \$1,000,000 insuring the Lessee and LCA, and shall, on request, provide **a certificate of insurance** evidencing such coverage, and to keep such insurance in full force and effect during lessee's use of the facility. Lessee shall have no obligation to indemnify, protect, save and hold harmless, LCA, its employees, agents, and directors against claims or demands for any willful misconduct or gross negligence of LCA.
4. Rate schedule does not include any set-up (such as tables, chairs, etc.). Set up and take down shall be lessee's responsibility unless otherwise agreed.
5. Lessee agrees to leave facility in the condition it was found.
6. Lessee agrees to pay a deposit of 25% of the total rental amount upon completion of LCA's scheduling procedures and Lessee's signing of the rental contract. The remaining 75% of the total must be paid before the rental of said facilities. Invoice is due upon receipt. Long-term rentals may be billed monthly.
7. Lessee agrees that the facility shall not be used for commercial activities.
8. Lessee shall not sublease nor assign any portion of the building or item of equipment covered by this contract.

9. Lessee must inform and receive written permission from LCA in order to charge admission, solicit and accept donations, sell concessions and merchandise at events held on school premises. Lessee also agrees to abide by the LCA Facility usage guidelines.
10. LCA Administration, in their discretion at any time, may restrict or prohibit the use of outdoor areas due to weather, excess wear and tear on fields, or in other appropriate circumstances.
11. LCA Administration, in their discretion, may arrange for additional security to be present during lessee activities, and lessee shall be responsible for the cost thereof.
12. A school employee may be present, on or near the LCA property, at all times. Said designated employee shall in no way be responsible for the conduct of persons present, nor shall such employee perform duties other than those involving the care, safety, and security of the facilities. The presence of an LCA employee shall not relieve lessee from any liability or responsibility under this contract.
13. Lessee must provide any cancellation notice 48 hours in advance of the date of the event. If lessee fails to provide proper notification, the deposit may be retained at the discretion of LCA Administration.

I have read the terms and conditions of this lease of school facilities and agree to be responsible for compliance with each item. If exceptions are being made, LCA has indicated accordingly below the respective item(s):

LESSEE	<u>Linda Gorton</u>
Signed	<u>Linda Gorton, Mayor</u>
Organization	<u>LFUCG</u>
Billing address	<u></u>
City/state/zip	<u></u>
Phone number	<u></u>
Date	<u>10/25/24</u>
LCA	<u>Toliv Kindruk</u>
Signed	<u>[Signature]</u>
Date	<u>9/17/2024</u>



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0979-24

File ID: 0979-24

Type: Resolution

Status: Approved

Version: 2

Contract #:

In Control: Urban County Council

File Created: 09/23/2024

File Name: Request Council authorization to execute an agreement with the Lexington-Fayette County Health Department in the amount of \$205,000 for the Expanded First Responders and Community Partners Overdose Prevention Project (EFRCPPOP) funded under the U.S. Depar

Final Action: 10/24/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement with the Lexington-Fayette County Health Dept. for the Expanded First Responders and Community Partners Overdose Prevention Project (EFRCPPOP), funded under the U.S. Dept. of Health and Human Services First Responders - Comprehensive Addiction and Recovery Act Grant (FR-CARA), at a cost not to exceed \$205,000. [Dept. of Social Services, Allen-Bryant]

Notes: received in office - hand delivered by Celia 10.16.24 AA

Sponsors:

Enactment Date: 10/24/2024

Attachments: 25-Blue Sheet Memo LFCHD, Agreement LFC Health Dept EFRCPPOP Year 3 for Mayor Signature, RESO 0979-24 (EFRCPPOP Grant) 4887-3354-4683 v.1.docx, R-528-2024

Enactment Number: R-528-2024

Deed #:

Hearing Date:

Drafter: Katrina James

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	Urban County Council Work Session	10/08/2024	Approved and Referred to Docket	Urban County Council			Pass
2	Urban County Council	10/10/2024	Received First Reading	Urban County Council	10/24/2024		
2	Urban County Council	10/24/2024	Approved				Pass

Text of Legislative File 0979-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement with the Lexington-Fayette County Health Dept. for the Expanded First Responders and Community Partners Overdose Prevention Project (EFRCPOPP), funded under the U.S. Dept. of Health and Human Services First Responders - Comprehensive Addiction and Recovery Act Grant (FR-CARA), at a cost not to exceed \$205,000. [Dept. of Social Services, Allen-Bryant]

Summary

Authorization to execute an Agreement with the Lexington-Fayette County Health Department in the amount of \$205,000 for the Expanded First Responders and Community Partners Overdose Prevention Project (EFRCPOPP) funded under the U.S. Department of Health and Human Services First Responders - Comprehensive Addiction and Recovery Support Service Grant (FR-CARA). Funds are Budgeted. (L0979-24) (Combs Marks/Allen-Bryant)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Ashleigh Bailey, 8/26/2024

Risk Management: N/A

Fully Budgeted: Yes

Account Number: 3190-606105-0001-75101

This Fiscal Year Impact: \$ 205,000

Annual Impact: \$0

Project: SAMHSA_2025

Activity: FED_GRANT

Budget Reference: 2025

Current Balance: \$304,079.00



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

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

DATE: SEPTEMBER 20, 2024

SUBJECT: Agreement with Lexington-Fayette County Health Department

Request: Council authorization to execute an agreement with the Lexington-Fayette County Health Department in the amount of \$205,000 for the Expanded First Responders and Community Partners Overdose Prevention Project (EFRCPOPP) funded under the U.S. Department of Health and Human Services First Responders - Comprehensive Addiction and Recovery Support Service Grant (FR-CARA).

Purpose of Request: On August 29, 2024 (Resolution 438-2024), Council approved acceptance of federal funds from the U.S. Department of Health and Human Services for operating the Expanded First Responders and Community Partners Overdose Prevention Project. The funding agency requires recipients to contract with a service provider who will collect data and evaluate performance. The Department of Social Services listed the Lexington-Fayette County Health Department as the required evaluator in the grant application for Year 3.

Through the Expanded First Responders and Community Partners Overdose Prevention Project (EFRCPOPP), the Lexington-Fayette County Health Department will be responsible for dispensing naloxone to first responders and providing data on naloxone distribution, which is a key component of the grant program.

What is the cost in this budget year and future budget years? \$205,000 is cost in Fiscal Year 2025. No additional cost anticipated in future budget years.

Are the funds budgeted? Yes, 3190-606105-0001-75101 SAMHS_2025 FED_GRANT 2025

File Number: 0979-24

Director/Commissioner: Carmen Combs Marks/Kacy Allen-Bryant



AGREEMENT

THIS AGREEMENT, made and entered into on this _____ day of _____ 2024, by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government created pursuant to KRS Chapter 67A, and located at 200 East Main Street, Lexington, Fayette County, Kentucky 40507 (hereinafter referred to as "GOVERNMENT"), and **LEXINGTON-FAYETTE COUNTY HEALTH DEPARTMENT** whose address is 650 Newtown Pike, Lexington, Kentucky 40508, (hereinafter referred to as "SUBRECIPIENT").

RECITALS

WHEREAS, the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (SAMHSA) awarded the GOVERNMENT grant funding over a period of four (4) years under the First Responders – Comprehensive Addiction and Recovery Support Service Grant (FR-CARA) (Award No. 1H79TI084804-02) in support of its Expanded First Responders and Community Partners Overdose Prevention Project (EFCPOPP); and

WHEREAS, the approved grant application provides for the SUBRECIPIENT to provide services as described in the grant application; and

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

WHEREAS, the parties desire to enter into this Agreement to set forth the terms and conditions pursuant to which SUBRECIPIENT shall provide the required services.

STATEMENT OF AGREEMENT

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

I. SCOPE OF SERVICES

A. Activities

SUBRECIPIENT agrees to serve on the multi-disciplinary Advisory Council established by the Lexington-Fayette Urban County Government Department of Social Services, to coordinate with the GOVERNMENT to provide training on the administration of naloxone and the signs and symptoms of overdose and to distribute naloxone to

first responders, community members and to individuals who utilize the needle exchange program and to participate in all aspects of the program as provided by the approved grant program narrative, which is attached hereto as Exhibit "A" and incorporated herein by reference as if fully stated. The SUBRECIPIENT agrees to complete the scope of work in Exhibit "A" (the "Services"). The Services shall be operated in a manner satisfactory to the GOVERNMENT and in compliance with all local, state and federal laws and regulations.

SUBRECIPIENT'S specific responsibilities include providing naloxone to first responders, participants of the needle exchange program and community groups, providing data on naloxone distribution to GOVERNMENT and to the evaluator of the grant. SUBRECIPIENT also agrees to participate in monthly program implementation meetings.

B. Reporting

SUBRECIPIENT shall be responsible for submission of progress reports to GOVERNMENT. Reports shall provide information on project activities, including the number of naloxone kits distributed during the needle exchange program, the number of community classes held during the quarter and the number of naloxone kits distributed during community classes. The information must be valid and auditable. The progress reports shall be submitted to the Department of Social Services, Lexington-Fayette Urban County Government in accordance with the following schedule:

Period	Due
October 2024-December 2024	January 15, 2025
January 2025-March 2025	April 15, 2025
April 2025-June 2025	July 15, 2025
July 2025-September 2025	October 15, 2025

In addition, SUBRECIPIENT agrees to cooperate with evaluation and data collection activities by SAMHSA and local grant evaluator. The SUBRECIPIENT shall submit all information requested by SAMHSA and local grant evaluator to the Department of Social Services, Lexington-Fayette Urban County Government.

SUBRECIPIENT agrees to submit a final programmatic report providing a summary of progress toward achieving the goals and objectives of the award, significant results, and total number of naloxone recipients. Final report in a form to be determined shall be submitted to the Department of Social Services, Lexington-Fayette Urban County Government no later than November 15, 2025.

C. Performance Monitoring

GOVERNMENT may monitor the performance of the SUBRECIPIENT under the terms of the Agreement. Substandard performance as determined by the GOVERNMENT shall constitute noncompliance with the Agreement. If action to correct such substandard performance is not taken by the SUBRECIPIENT within a reasonable period of time after being notified by the GOVERNMENT, Agreement suspension or termination procedures will be initiated.

D. Evaluation

SUBRECIPIENT agrees to participate in Evaluation Component of the project as described in the approved grant application.

II. **TIME OF PERFORMANCE**

The term of this Agreement shall be September 30, 2024, through September 29, 2025.

III. **USE OF FEDERAL FUNDS**

Federal funds from the federally funded Expanded First Responders and Community Partners Overdose Prevention Project in the amount of \$205,000.00 is available to support the herein described activities in accordance with the approved budget over the grant period.

IV. **PAYMENT**

It is expressly agreed and understood that the total amount to be paid by the GOVERNMENT under this Agreement shall not exceed \$205,000.00 throughout the duration of year one of the grant. SUBRECIPIENT shall invoice the GOVERNMENT quarterly for reimbursement of expenditures incurred through the purchase of naloxone. Reimbursement will be limited to costs incurred for the purchase of naloxone only. SUBRECIPIENT'S invoice must be for the expenses in the approved budget. SUBRECIPIENT'S invoice must include copies of receipts for naloxone purchases.

V. **NOTICES**

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

VI. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

SUBRECIPIENT shall expend and account for all federal 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. Documentation and Record-Keeping

1. Records to be Maintained

SUBRECIPIENT shall maintain all records required by the federal regulations specified in 2 CFR part 200, and the Terms and Conditions of the Grant Award. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records required to determine the eligibility of activities and the clients being served; and
- c. Financial records.

2. Retention

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

3. Data

SUBRECIPIENT shall maintain data regarding the number of units of naloxone distributed to the Fayette County first responders, the community at-large and to individuals who receive naloxone at the needle exchange program. All identifying information shall be considered protected health information and fall under the purview of the Health Insurance Portability and Accountability Act of 1996

(HIPAA). Non-identifying information shall be made available to government monitors or their designees for review upon request.

4. Disclosure

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.

5. Close-outs

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).

6. Audits and Inspections

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 the future payments.

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.

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.

C. Procurement

SUBRECIPIENT shall procure all materials, property, or services in accordance with the requirements of 2 CFR §200.318 - §200.326.

VII. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

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 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR chapter 60).

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

2. Nondiscrimination

SUBRECIPIENT agrees to comply with Title VII of the Civil Rights Act of 1964 as amended. The SUBRECIPIENT will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. SUBRECIPIENT will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment, advertising, layoff,

termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship. SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. Section 504

SUBRECIPIENT agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against the handicapped in any federally assisted program. The GOVERNMENT shall provide SUBRECIPIENT with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

SUBRECIPIENT agrees that it shall be committed to carry out pursuant to the GOVERNMENT'S specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. The GOVERNMENT shall provide Affirmative Action guidelines to the SUBRECIPIENT to assist in the formulation of such program.

2. W/MBE

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

3. EEO/AA Statement

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.

4. Subcontract Provisions

SUBRECIPIENT will include the provisions of Paragraphs VII A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subcontractors. SUBRECIPIENT shall also obtain written certification from all its subcontractors that they are in compliance with Executive Order 12549 on Debarment and Suspension.

VIII. GENERAL CONDITIONS

- A. SUBRECIPIENT agrees to comply with the requirements of all applicable federal, state, and local laws, regulations, and policies governing the operation of herein described grant-supported services. SUBRECIPIENT further agrees to use funds available under this Agreement to supplement rather than supplant funds otherwise available.

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

For the purposes of this Indemnity Provision:

- 1. The word "defend" includes, but is not limited to, investigating, handling, responding to, resisting, providing a defense for, and defending claims, at SUBRECIPIENT'S expense, using attorneys approved in writing by GOVERNMENT, which approval shall not be unreasonably withheld.

- 2. The word "claims" includes, but is not limited to, claims, demands, liens, suits, notices of violation from Governmental agencies, and other causes of action of whatever kind.

3. The word "losses" includes, but is not limited to: attorney fees and expenses; costs of litigation; court or administrative costs; judgments; fines; penalties; interest; all environmental cleanups and remediation costs of whatever kind; and any liability arising from death, injury, or damage of any kind, to any person, including employees and agents of SUBRECIPIENT and GOVERNMENT, and damage to, or destruction of, any property, including the property of GOVERNMENT.

C. SUBRECIPIENT shall provide Workers' Compensation insurance coverage for all its employees involved in the performance of this Agreement.

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

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

F. 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.

G. Prohibited Activity

SUBRECIPIENT is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities, sectarian or religious activities, lobbying, political patronage, and nepotism activities.

H. Drug Free Workplace

SUBRECIPIENT shall administer a policy designed to ensure that it is free from the illegal use, possession, or distribution of drugs or alcohol by its employees and beneficiaries.

I. Assignability

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.

J. Subcontracts

1. Approvals

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.

2. Monitoring

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.

3. Content

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.

4. Selection Process

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.

K. Compliance with Laws and Regulations

SUBRECIPIENT agrees that contractors engaged under contracts for renovation work financed in whole or in part with assistance provided under this contract, shall comply with the regulation of the Department of Labor in accordance with the Davis-Bacon Act, as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act and all other applicable federal, state, and local laws and regulations pertaining to

labor standards insofar as these acts apply to the performance of this contract.

L. Hatch Act

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 Chapter 15 of Title V United States Code.

M. Conflict of Interest

SUBRECIPIENT agrees to abide by the provisions of 45 CFR 74.42 with respect to conflicts of interest, and covenants that it will maintain written standards of conduct governing the performance of its employees engaged in the administration of this Agreement.

N. Lobbying

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 subcontractors shall certify and disclose accordingly; and

d. Lobbying Certification - Paragraph d

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

O. Copyright

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 government purposes.

P. Religious Organization

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 federal regulations.

Q. Suspension and Debarment

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

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

a. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction;

violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- b. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (a) of this certification; and
- c. Have not within a three-year period preceding this proposal had one or more public (Federal, State, or local) transactions or contracts terminated for cause or default.

[INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW]

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Linda Gorton, Mayor

ATTEST:

Clerk of Urban County Council

LEXINGTON-FAYETTE COUNTY HEALTH DEPARTMENT

Bill Kuper 9/4/24
Authorized Official

Bill Kuper
Printed Name

Cara Kay 9/5/24
Authorized Official

Cara Kay
Printed Name

Jack Cornett 9-5-24
Authorized Official

Jack Cornett
Printed Name

EXHIBIT A

Approved Grant Program Narrative

Abstract –

Expanded First Responders and Community Partners Overdose Prevention Project (EFRCPOPP)

Lexington Fayette Urban County Government

The geographic catchment area for this SAMHSA FR-CARA proposal is Lexington-Fayette County, Kentucky the 2020 National Survey on Drug Use and Health estimates that 9.6% of adult Kentuckians used an illicit drug in the past 30 days and that 6.0% met criteria for an illicit drug use disorder in the past year. Direct application of these estimates to Lexington’s adult population suggest that 24,525 adults used illicit drugs in the past 30 days and 15,329 met criteria for an illicit drug use disorder in the past year. Lexington, KY has experienced a great deal of loss due to the opioid and other substance use crisis. Through our grant continuation we plan to create a nontraditional approach to reach those in the gap. Year 3 will bring about intentionality and strategic forecasting on who and how to partner with grass root organizations and neighborhood associations to target the African American and Latino populations. Although education and distribution has increased, we are still seeing an increase of overdose deaths in our African American Community. The EFRCPOPP year 3 grant will allow for continued partnerships and expansion.

Lexington-Fayette Urban County Government Year 3 Continuation Project Narrative

The *Expanded First Responders and Community Partners Overdose Prevention Project* was designed to accomplish three major goals:

- Goal 1: Provide naloxone and naloxone administration training to community members through the Lexington-Fayette County Health Department Syringe Service Program, community outreach and training events, and the Lexington Division of Fire and Emergency Medical Services Community Paramedicine Leave Behind Program.
- Goal 2: Provide naloxone, naloxone administration training, and overdose education to first responders.
- Goal 3: Provide service navigation to substance use treatment, recovery services, and harm reduction for community members who are at risk for an opioid overdose.

Our partnership with the Lexington-Fayette County Health Department for naloxone distribution at the Syringe Service Program and in the community that was established in the original First Responders and Community Partners Overdose Prevention Project. While the Lexington-Fayette County Health Department continues to teach naloxone administration and distribute naloxone at community classes, staffing and scheduling issues limits the number of community classes offered, particularly small classes. In addition, some internal procedures for naloxone distribution, such as paperwork requirements, limited the ability to reach individuals who needed an expedited training. For example, stakeholders have mentioned that they have encountered individuals who were unwilling to stay for the 10-15-minute naloxone administration class and associated paperwork required to receive a naloxone kit. To address these barriers, the EFRCPOPP Overdose Prevention Coordinator (OPC) was trained to conduct naloxone administration training and distribute naloxone kits through a partnership with the medical director of the Lexington Division of Fire and Emergency Medical Services. The OPC did not need to collect paperwork to provide a naloxone kit and was able to adapt the training to the knowledge and needs of participants.

Stigmatization and resistance to universal naloxone access continues to limit the drug's full potential to reduce opioid-related mortality. We have witnessed such push back in our very own communities when working to offer services at the local health department. People are often reluctant to go to the health department because of stigmas and the shame of what others think or because of triggers. However, naloxone has advanced as a critical lifesaving overdose medicine and our approach for distribution is changing the narrative. Public health practitioners and community activists continue to push for naloxone distribution to reverse opioid overdoses. Our partnership for Naloxone distribution under the Lexington Fayette County Health Departments umbrella of harm reduction program is a huge step towards reversing that stigma. Although, practical barriers to growth like those faced by harm reduction programs continue to surface, grant opportunities like this make our program possible. The expansion of naloxone from the limitations of syringe exchange programs to what we are doing today represents remarkable achievement in

Lexington-Fayette Urban County Government Year 3 Continuation Project Narrative

public health. Through our grant we have been able to partner with our local health department, University of Kentucky's Center for Drug and Alcohol Research as well as other community agencies to observe measurable outcomes. These partnerships have allowed us to assess the need as well as build relationships with those underrepresented hard-to-reach populations. This has allowed our overdose prevention coordinator to meet people where they are. Initial naloxone kit distribution to people of color has also increased within the last year however there is still room for improvement. Measured success has inspired us to continue to expand our reach into marginalized and at-risk communities that are often overlooked in the public health response to the overdose epidemic. Collaboratively we continue to do outreach to reach those at risk as well as those located in high-risk areas to be educated on naloxone administration as well as receive free naloxone. In year one we hosted 141 community trainings and distributed a total of 3422 naloxone kits. Continuing our non-traditional approach, we canvassed the community based on need in high-risk areas utilizing overdose data. In addition to measuring strengths and weaknesses the overdose prevention coordinator used strategic selection methods to identify high risk areas in the community for education opportunities. Thus, distributing 1251 naloxone kits to date. These locations included hotels, barber/beauty shops, adult entertainment establishments, neighborhood markets, gas stations, homeless encampments, sober living homes, bus stops, and restaurants to name a few. Although, somewhat challenging through continued routine visits we have built relationships and trust. The "Narcan Man" is now welcomed and greeted with a smile, upon delivering educational materials and referral resources to help save lives. According to the Fayette County Coroner, there were 210 overdose deaths in Fayette County in 2022, eclipsing the previous record of 208 deaths in 2020 and an approximate 7% increase from the 2021 (196 deaths). The County's overdose death rate since 2022 has declined totaling 177 persons in 2023. This data supports great work that is being done in our community.

The EFRCPOPP year 3 grant will allow for continued partnerships and expansion. Our partnership with the Lexington-Fayette County Health Department for naloxone distribution at the Syringe Service Program and in the community that was established in the original First Responders and Community Partners Overdose Prevention Project. In Year 3, the OPC referred to by the community as the Narcan Man will continue to work closely with the Lexington-Fayette County Health Department to ensure requests for naloxone administration education and distribution are filled. The health department provides training and naloxone kits for larger classes (e.g., larger treatment facilities or shelters), and the OPC trained smaller classes (e.g., sober living houses). Between the larger classes taught by the health department and smaller classes taught by the OPC, 141 naloxone administration training classes were held in the community in the Year 1. Although, the overdose death totals are down we still see an increase in our populations of color. Through continued partnerships Nalox Boxes have been distributed to all the Fayette County High Schools, some of the middle schools and one elementary school. Year 3 will bring about intentionality and strategic forecasting on who and how to partner with grass root organizations and neighborhood associations to target the African American and Latino populations. Although education and distribution has increased, we are still seeing an increase of overdose deaths in our African American Community (See attached coroner's report for 2023).

Lexington-Fayette Urban County Government Year 3 Continuation Project Narrative

In year 3 we plan to continue to strive to reach our initial goals with a special emphasis on

- 1). Identifying non-traditional at-risk locations for naloxone education, and distribution.
- 2). To educate hard to reach, underrepresented community members on naloxone administration. Being more intentional on reaching the African American (especially AA males) and Hispanic communities.
- 3) Increase distribution of naloxone kits in the community by 15%.
- 4) Increase naloxone distribution in the African American population by at least 10%.
- 5) Host 4 community focus groups to understand barriers to accessing naloxone and connect individuals in underserved populations to community resources.
- 6) Partner with the health department to roll out a multi media campaign targeting African American and LGBTQ+ populations to increase awareness and distribution of naloxone.

LFUCG will continue partnership in year 3 with the University of Kentucky Center on Drug and Alcohol Research to conduct a comprehensive evaluation of EFRCPPOP activities. The evaluation team will meet frequently with EFRCPPOP staff, attend the Mayor's Substance Use Disorder Advisory Council meetings, and collected data from a variety of sources. Data used for the evaluation will include:

1. Administrative data provided by the Overdose Prevention Coordinator, which will include information on community naloxone trainings, referrals to substance use services, nalox box distribution and focus group feedback.
2. Naloxone prescription data from the Lexington-Fayette County Health Department, which will include demographic data, naloxone prescription type (initial or refill), and for naloxone refills: (1) what happens to the previous naloxone kit, (2) how many doses are used to treat someone who overdosed, (3) was 911 called if naloxone was administered, and (4) whether the individual who overdosed lived after naloxone administration;
3. Naloxone prescription data from the Overdose Prevention Coordinator, which will include training location, demographic data, whether trainees learned new information in the training and how confident they were in their ability to administer naloxone, if the individual had ever had or used naloxone, and if they had: (1) how many doses were used, (2) was 911 called if naloxone was administered, and (3) did the individual who overdosed lived after naloxone administration; and
4. Annual process evaluation data from qualitative interviews conducted with key EFRCPPOP stakeholders.

**Lexington-Fayette Urban County Government
Year 3 Continuation Project Narrative**

This report will be divided into multiple sections. First, the goals and objectives of the *Expanded First Responders and Community Partners Overdose Prevention Project* are presented. Second, the progress toward achieving each goal is individually discussed with a review of relevant data. A summary of major project accomplishments. Finally, recommendations for continuing and enhancing overdose prevention activities for the subsequent grant year.



FAYETTE COUNTY CORONER
247 EAST SECOND STREET
LEXINGTON, KENTUCKY 40507-2103
(859) 455-5700



Gary W. Ginn
Coroner

John A. Cox
Chief Deputy Coroner Supervisor

Shea Willis
Chief Deputy Coroner Senior

Chief Deputy Coroners
Michael S. Durbin
John A. McCarty
Greg Haley

Deputy Coroners
John A. Ricks
Bob Sayre
Ron King
Jordan A. Russell

OVERDOSES 2023

Total: 177

Fentanyl (plus other drugs): 103

Fentanyl: 50

Fentanyl & Heroin (plus other drugs): 2

Other Drugs: 22

Male White: 81

Male Black: 38

Female White: 43

Female Black: 7

Female Biracial: 1

Male Biracial: 1

Male Vietnamese: 1

Male Puerto Rican: 1

Male Hispanic: 4

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH THE LEXINGTON-FAYETTE COUNTY HEALTH DEPARTMENT FOR THE EXPANDED FIRST RESPONDERS AND COMMUNITY PARTNERS OVERDOSE PREVENTION PROJECT (EFRCPPOP), FUNDED UNDER THE U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES FIRST RESPONDERS - COMPREHENSIVE ADDICTION AND RECOVERY ACT GRANT (FR-CARA), AT A COST NOT TO EXCEED \$205,000.00.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Agreement, which is attached hereto and incorporated herein by reference, with the Lexington-Fayette County Health Department for the Expanded First Responders and Community Partners Overdose Prevention Project (EFRCPPOP), funded under the U.S. Department of Health and Human Services First Responders – Comprehensive Addiction and Recovery Act Grant (FR-CARA).

Section 2 – That an amount, not to exceed the sum of \$205,000.00, be and hereby is approved for payment from account #3190-606105-75101, pursuant to the terms of the Agreement.

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

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
0979-24:ANB:4887-3354-4683, v. 1

RESOLUTION NO. 528 - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH THE LEXINGTON-FAYETTE COUNTY HEALTH DEPARTMENT FOR THE EXPANDED FIRST RESPONDERS AND COMMUNITY PARTNERS OVERDOSE PREVENTION PROJECT (EFRCPPOP), FUNDED UNDER THE U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES FIRST RESPONDERS - COMPREHENSIVE ADDICTION AND RECOVERY ACT GRANT (FR-CARA), AT A COST NOT TO EXCEED \$205,000.00.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Agreement, which is attached hereto and incorporated herein by reference, with the Lexington-Fayette County Health Department for the Expanded First Responders and Community Partners Overdose Prevention Project (EFRCPPOP), funded under the U.S. Department of Health and Human Services First Responders – Comprehensive Addiction and Recovery Act Grant (FR-CARA).

Section 2 – That an amount, not to exceed the sum of \$205,000.00, be and hereby is approved for payment from account #3190-606105-75101, pursuant to the terms of the Agreement.

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

PASSED URBAN COUNTY COUNCIL: October 24, 2024



MAYOR

ATTEST:



CLERK OF URBAN COUNTY COUNCIL

0979-24:ANB:4887-3354-4683, v. 1



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0981-24

File ID: 0981-24

Type: Resolution

Status: Approved

Version: 1

Contract #: 293-2024

In Control: Urban County Council

File Created: 09/23/2024

File Name: Town Branch for Gatton Park Stormwater Quality Project Grant

Final Action: 10/24/2024

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Grant Agreement with Town Branch Park, Inc. d/b/a Gatton Park on the Town Branch and the Lexington Center Corporation, for a stormwater quality project, at a cost not to exceed \$383,000. [Div. of Water Quality, Martin]

Notes: In office 9/30/2024. MS

Stamped and filed in the CCO. Returned to Sandra Burke via scans 10/25/2024. MS

Sponsors:

Enactment Date: 10/24/2024

Attachments: TBP Memo, Agreement, Posposed Renovation of Stone Walls at Gatton Park
Memo-merged-compressed, IMG_9572, IMG_9575, 0981-24- Grant Agreement with TBP and LCC 4860-3816-9837 v.1.docx, R-529-2024, Contract #293-2024

Enactment Number: R-529-2024

Deed #:

Hearing Date:

Drafter: Sandra Burke

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	10/08/2024	Approved and Referred to Docket	Urban County Council	10/10/2024		Pass
1	Urban County Council	10/10/2024	Received First Reading	Urban County Council	10/24/2024		
1	Urban County Council	10/24/2024	Approved				Pass

Text of Legislative File 0981-24

Title

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

a Grant Agreement with Town Branch Park, Inc. d/b/a Gatton Park on the Town Branch and the Lexington Center Corporation, for a stormwater quality project, at a cost not to exceed \$383,000. [Div. of Water Quality, Martin]

Summary

Authorization to execute a Grant Award Agreement with Town Branch Park, Inc., DBA Gatton Park, and the Lexington Center Corporation for the purpose of repairing portions of dry-stacked stone walls under Cox Street and Oliver Lewis Way, due to deterioration, in the amount of \$383,000. Budget amendment in process. (L0981-24) (Martin/Albright)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: Yes, Evan Thompson, September 19, 2024

Risk Management: No

Fully Budgeted [select]: BA 13282 in process

Account Number: 4051-303204-3321-71299

This Fiscal Year Impact: \$383,000.00

Annual Impact: \$

Project:

Activity:

Budget Reference:

Current Balance: BA 13282 in process



TO: Linda Gorton, Mayor
Urban County Council

FROM: Nancy B. Albright, Commissioner *Nancy*
Department of Environmental Quality
& Public Works

DATE: September 23, 2024

RE: Authorization to execute a Stormwater Quality Project Grant
on the Town Branch for Gatton Park

Request:

The purpose of this memorandum is to request Council authorization to enter into a Grant Award Agreement with Town Branch Park, Inc., DBA Gatton Park and Lexington Center Corporation, for the purpose of repairing portions of dry-stacked stone walls under Cox Street and Oliver Lewis Way, due to deterioration, in the amount of \$383,000.

Why are you requesting?

Gatton Park on the Town Branch is currently under construction. The park includes a section of Town Branch creek, where portions of the stone walls near the culvert under Cox Street and Oliver Lewis Way have deteriorated. Many sections of the walls have collapsed, and the remaining dry-stacked walls are leaning towards the creek, posing a risk of collapse. After considerable internal discussion, staff recommends that the bank be “restabilized” to prevent failure and future erosion around the existing culvert. It is the department’s recommendation that this work be completed in a manner consistent with other stream bank stabilization projects and that any aesthetic upgrades be at the sole expense of Gatton Park. It is also the department’s recommendation that Gatton Park complete the necessary work to avoid construction related conflicts between independent contractors. Gatton Park, with input from the division of Water Quality, will utilize the funds to stabilize the area and ensure that the streambed and culvert are safe and functional before the park opens.

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

The cost for this FY - \$383,000. The cost for future FY’s - none



Are the funds budgeted? No – A BA request #13282 from storm water management fund balance is in process

Account number: 4051-303204-3321-71299

File Number: 0981-24

Director/Commissioner: Martin/Albright



GRANT AWARD AGREEMENT

THIS AGREEMENT, made and entered into on the _____ day of _____, 20___, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (LFUCG)**, 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 **Town Branch Park, Inc. DBA Gatton Park on the Town Branch, 249 East Main Street Suite 201, Lexington, KY 40507** (hereinafter "Grantee"), and **Lexington Center Corporation, 430 West Vine Street, Lexington, KY 40507** (hereinafter "Property Owner").

WITNESSETH:

WHEREAS, the Grantee is developing the property into Gatton Park on the Town Branch; and

WHEREAS, the Grantee has proposed a need for the funds requested to develop and implement repairs to the Government's culvert and the creek bank to maintain stormwater management from the watersheds ("the Project"); and

WHEREAS, the Project will improve water quality, reduce stormwater runoff, and provide public or private education related to stormwater quality; and

WHEREAS, the Government is willing to reimburse Grantee for specific expenses related to the Project; and

WHEREAS, any such improvements funded by the Government shall benefit the public through installed improvements and/or educational programming.

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 **\$383,000.00** (hereinafter "the Grant"), as reimbursement for certain costs associated with construction of the Project, as provided in Attachment A which is incorporated herein by reference as if fully set out herein.
- (2) The Grantee agrees to use the Grant only for the activities set forth in Attachment A which includes installation of stormwater control infrastructure at the following site location(s): **795 Manchester Street** currently leased by the Grantee and owned by the Property Owner.

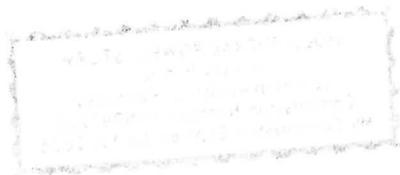
- (3) The Grantee agrees to meet all design standards specified in the Government's Engineering Manuals or as further described in Attachment A in the design of all Grant-funded improvements. This includes all associated activities including but not limited to erosion and sediment control, traffic control, 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 LFUCG.
- (4) The Grantee agrees to comply with all applicable local, state, and federal rules, regulations, ordinances, and laws in implementation of the project.
- (5) The Grantee agrees to obtain all necessary local, state, and federal permits, encroachments, permissions, approvals, etc. in a timely manner and prior to start of construction.
- (6) The Grant to the Grantee shall be disbursed in the following manner:
 - (a) The Grantee shall submit at least once every three (3) months, if not specified otherwise in Attachment A, a Request for Funds to the Government's Grant Manager designated by the Commissioner of the Department of Environmental Quality and Public Works for the project. Each Request for Funds shall include documentation that the Grantee has already expended the requested funds. The Request for Funds shall include full accounting of these 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 be accompanied by a Project Status Report describing the progress of the project to date, including a description and schedule of all activities completed.
 - (c) The Government's Grant Manager shall review each Request for Funds and supporting documents for compliance with the terms of this Agreement. If the Grant Manager finds the Grantee's Request for Funds is in compliance with the terms of this Agreement and that the activity progress and management program of the Grantee satisfy the terms of the Agreement, the Grantee shall be reimbursed within 30 calendar days.
 - (d) The Government shall release payment of the final 10% of the Grant only after receipt and acceptance of the Project Final Report summarizing all work completed and detailing the total grant expenditures and a signed *Agreement to Maintain Stormwater Control Facilities funded by LFUCG*. The Government's Grant Manager shall review the Project Final Report and provide comments to the Grantee or, if deemed acceptable, the Grantee shall be reimbursed within 30 calendar days.

- (e) Should the Government's Grant Manager determine that the Grantee is not in compliance with the terms of this Agreement, the Division of Water Quality shall notify the Grantee 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 (19) herein below.
- (7) The Grantee agrees to obtain written approval from the Government's Grant Manager for any proposed changes to the 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 (19) herein below.
- (8) The Grantee agrees to complete the Project within **18** months from the date of this Agreement. The Grantee shall obtain written approval from the Government's Grant Manager and Program Administrator for any time extensions beyond the schedule. Failure to obtain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (19) herein below.
- (9) This Agreement may not be modified except by written agreement of the Government and the Grantee.
- (10) The Grantee understands that the Grant amount 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.
- (11) The Grantee asserts that it 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 Housing 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 notify the Government's Grant Manager immediately. Failure to notify the Government and resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph (19) herein below.
- (12) The Grantee and Property Owner agree to allow the Government access to its property to perform monitoring of the project elements for compliance with this Agreement, as provided in the "*Agreement to Maintain Stormwater Control Facilities Funded by LFUCG*" (Attachment B).
- (13) In any advertisement of the project funded by the Grant, whether written or oral 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.

- (14) The Grantee agrees to allow the Government to publicize the Grantee's project through the Government's website and other media.
- (15) The Grantee agrees to reference the Lexington-Fayette Urban County as a source of funding for the project on any permanent signage or educational brochures, presentations, websites, etc. produced using grant monies.
- (16) The Grantee and Property Owner agree that all stormwater control facilities, including equipment and infrastructure, constructed and funded by this Grant shall remain in service and maintained by the Grantee or its representatives following the Inspection, Operation, and Maintenance Plan developed for each facility referenced in (6b) above. The Property Owner and Grantee further accept and agree to enter into the "*Agreement to Maintain Stormwater Control Facilities Funded by LFUCG*" attached hereto as Attachment B and which is incorporated herein by reference as if fully set out herein.
- (17) The Grantee and Property Owner agree that all stormwater control facilities, including equipment and infrastructure, constructed and funded by this Grant shall remain the property of the current Property Owner, or his successors and assigns, unless otherwise specified in Attachments A and B.
- (18) The Grantee and Property Owner understand that if any of the Grant-funded facilities not owned by the Government are removed from service, Property Owner at the time of removal and Grantee shall be joint and severally liable to reimburse the Government for 100% of the Remaining Value of the facility or portion removed, based upon the depreciation schedule provided in Attachment B.
- (19) 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 or Property Owner 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, the Grantee shall immediately repay to the Government all monies received pursuant to this Agreement.
- (20) The Grantee shall provide equal opportunity in employment as required by applicable federal, state, and local laws, regulations, and ordinances.
- (21) The Grantee is solely responsible for assuring that adequate and appropriate insurance or other necessary coverage is maintained during the term of this Agreement.

- (22) The Grantee's sole remedy for a breach of this Agreement by the Government shall be limited to the amount of the Grant.
- (23) The Government assumes no responsibility whatsoever in the Grantee's project activities. Grantee shall, to the extent allowed by law, defend, indemnify, and hold harmless Government from and against all liability, claims, 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 its contractor(s), agents, or assigns, negligent acts or misconduct, or errors or omissions, in connection with the activities carried out pursuant to this Agreement.
- (24) The Grantee and Property Owner understand and agree that the Project funded by this Grant is distinct from the projects funded by previous Stormwater Quality Projects Incentive Grant Program awards received by the Grantee or Property Owner and thus funds received from this Grant shall only be used for the purposes of this Project.



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

LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT

BY: _____

LINDA GORTON, MAYOR

ATTEST:

CLERK, URBAN COUNTY COUNCIL

Grantee Organization: **Town Branch Park, Inc.**
249 East Main Street, Suite 201
Lexington, KY 40507

BY: Allison Lankford

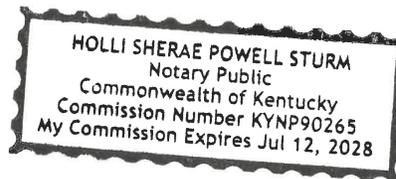
NAME: Allison Lankford

TITLE: Executive Director

The foregoing Agreement was subscribed, sworn to and acknowledged before me by Allison Lankford, as the duly authorized representative for and on behalf of Town Branch Park, Inc., on this the 18th day of September, 2024.

My commission expires: 7/12/2028.

Holli Sherae Powell Sturm
NOTARY PUBLIC



PROPERTY OWNER: Lexington Center Corporation
430 West Vine Street
Lexington, KY 40507

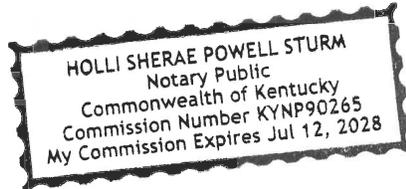
BY: [Signature]
NAME: Brian R Sipe
TITLE: General Manager

The foregoing Agreement was subscribed, sworn to and acknowledged before me by Brian Sipe, as the duly authorized representative for and on behalf of Lexington Center Corporation, on this the 18th day of September, 2024.

My commission expires: 7/12/2028.

[Signature]
NOTARY PUBLIC

4872-3559-6756, v. 3



MAR 17 12 20 1954
U.S. DEPARTMENT OF AGRICULTURE
WASHINGTON, D. C.

Date 06/27/2024
To LFUCG Historic Preservation
Cc Specs
From Gatton Park
Subject Proposed Renovation of Stone Walls
at Gatton Park

The purpose of this memo is to summarize the issues surrounding the historic stone walls at Gatton Park and the proposed remediation to make the area safe prior to park opening in summer 2025. This summary has been prepared by Sasaki in coordination with Strand SAI for Gatton Park and it is intended to facilitate communication with LFUCG Historic Preservation.

ISSUE SUMMARY

Gatton Park on the Town Branch is currently under construction with an anticipated opening in late summer 2025. The park encompasses a portion of Town Branch creek, including areas of historic walls leading to a culvert that runs under Cox St. and Oliver Lewis Way. On the north side of the creek there are approximately 55' of wall still standing and on the south side there are approximately 95' of wall still standing. Significant portions of the wall have fallen. The existing walls are believed to be dry stacked construction and are leaning toward the creek in many places.

The full extent and condition of the walls became apparent after construction began and vegetation was cleared from the banks of the creek. The condition poses concerns for Gatton Park for several reasons, outlined below.

- The dry stacked walls that are still standing are leaning in some areas and may fall at any time.
- The portions of fallen wall are not stable and are susceptible to continued erosion from both the creek and stormwater runoff.
- On the south side of the culvert, erosion has led to a hole at the back of a concrete slab. This condition is not feasible to fix without impacting the historic wall and fallen wall below.

These issues have led Gatton Park to investigate how to create a more stable and safe condition before the park opens. The Park also seeks to create a desirable park condition that signifies a well-maintained public park. Gatton Park is committed to honoring the historic nature of the wall, though its precise status as a historic element is unclear.

Photos of the current condition are included on p. 3.

CONSIDERATIONS

Gatton Park considered many different elements when developing the proposed interventions on the historic walls, fallen walls, and the washed-out slab. The key points considered are listed below:

- Options explored included replacing only the washed-out slab, only the fallen historic walls, and/or only the standing historic walls.
- If the park pursues replacing only a portion of the wall/fallen wall, it is possible that during construction the other portions will become more unstable and further deteriorate.
- If the park leaves portions of the wall/fallen wall untouched now and they require remediation in the future, the permitting and construction process will be disruptive and costly.
- Structurally, any wall that is rebuilt needs a concrete retaining wall to be guaranteed to withstand the water velocity and volume during storm events.

- At the steep grade next to the culvert, the retaining wall either needs to step up due to the steep grade or there need to be wing walls. Wingwalls allow the wall to be a consistent height, with planting above.
- The historic stone can be salvaged and reused to build a historic stone wall in front of the concrete retaining wall.
- The amount of salvaged historic stone might not cover the full face of the concrete retaining wall. In that event, additional new stone can be brought in to complete the stone wall.

Gatton Park discussed these points both internally and with landscape architects, civil engineers, structural engineers, historic wall specialist, and employees of LFUCG. Ultimately, Gatton Park determined that the solution that creates the most stable and desirable condition for the park is to salvage the historic stone, build structural retaining wall where needed along the creek, and use the historic stone to face the new structural wall.

PROPOSED SOLUTION

The proposed solution uses a retaining wall with stone wall in front only where it is necessary due to grading adjacent to the culvert. Further away from the culvert, where there is enough space to lay back the slope this option uses channel lining stones to create a vegetated boulder revetment and embankment plantings to stabilize the banks of the creek (the same method used along the part of the creek that has already been permitted and constructed).

On the north side of the creek, the new wall would be approximately 50' to 60' long, similar to the existing 60' of existing wall still standing. On the south side, the new wall would be approximately 90'-100' long, like the existing 100' of existing wall still standing. Both new walls would be 5-6' high, with the top of their wall-caps at about elevation 920'. This is like the existing wall, which is typically 4-6' high at around elevation 920'.

In terms of reusing the existing stone, every attempt will be made for salvage and reuse. The new wall cap will be made from new stone due to its specific dimension requirements. It is unknown at this time whether new stone will be needed for the wall face.

In summary, the proposed wall described above and depicted in the attachments meets structural needs and allows us to re-use the existing stone. This is the preferred solution from a cost, constructability, and aesthetic perspective.

CULVERT HEADWALL IMPROVEMENTS

The Improving the Culvert attached diagram shows a proposal for improving the aesthetics of the existing culvert by covering it with metal panel with cutout designs and text. This would carry across to the new wing walls to visually tie them together. The panels design would incorporate the name "Town Branch of Elkhorn Creek" with images of stacked limestone, like the stone walls along the creek and in the Town Branch Commons and Gatton Park logos.

EDUCATIONAL SIGNAGE

Gatton Park intends to dedicate a large sign to information about the historic walls along Town Branch and the reconstruction that viewers see today. The preliminary location for this sign has views of both sides of the creek and the culvert and is on the main path between the dog park, playground, and pedestrian bridge.

COST ESTIMATE

Streambank and Historic Wall Total – \$484,942. This includes the following:

- 55 LF steel handrail installed on top of the existing culvert headwall.
- Excavation for cast in place concrete footings and walls. Salvaging existing stone.
- Structural cast in place concrete footings and walls at the creek and wing walls adjacent to culvert, roughly 175 LF. Extents and heights as shown.
- New vegetated boulder revetment areas along the North and South sides of the stream, roughly 120 LF.
- Re-use salvaged historic stone and supplement new stone as needed to veneer the CIP walls and capstone with a dry-stack appearance.
- Steel veneer on the culvert headwall and wing walls, added text and images within the steel.



1. Existing wall on the south side of the creek is leaning in some areas

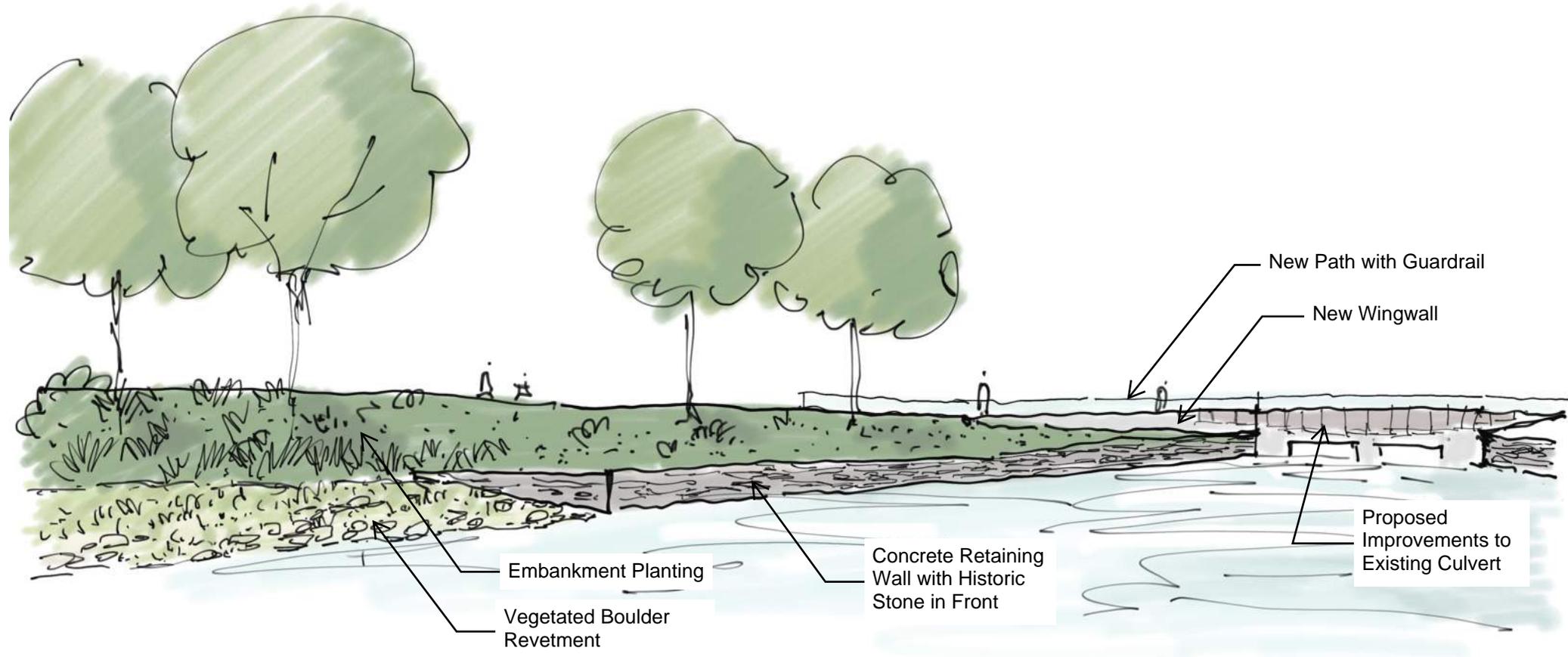


2. Unstable fallen wall with erosion issues from stormwater runoff



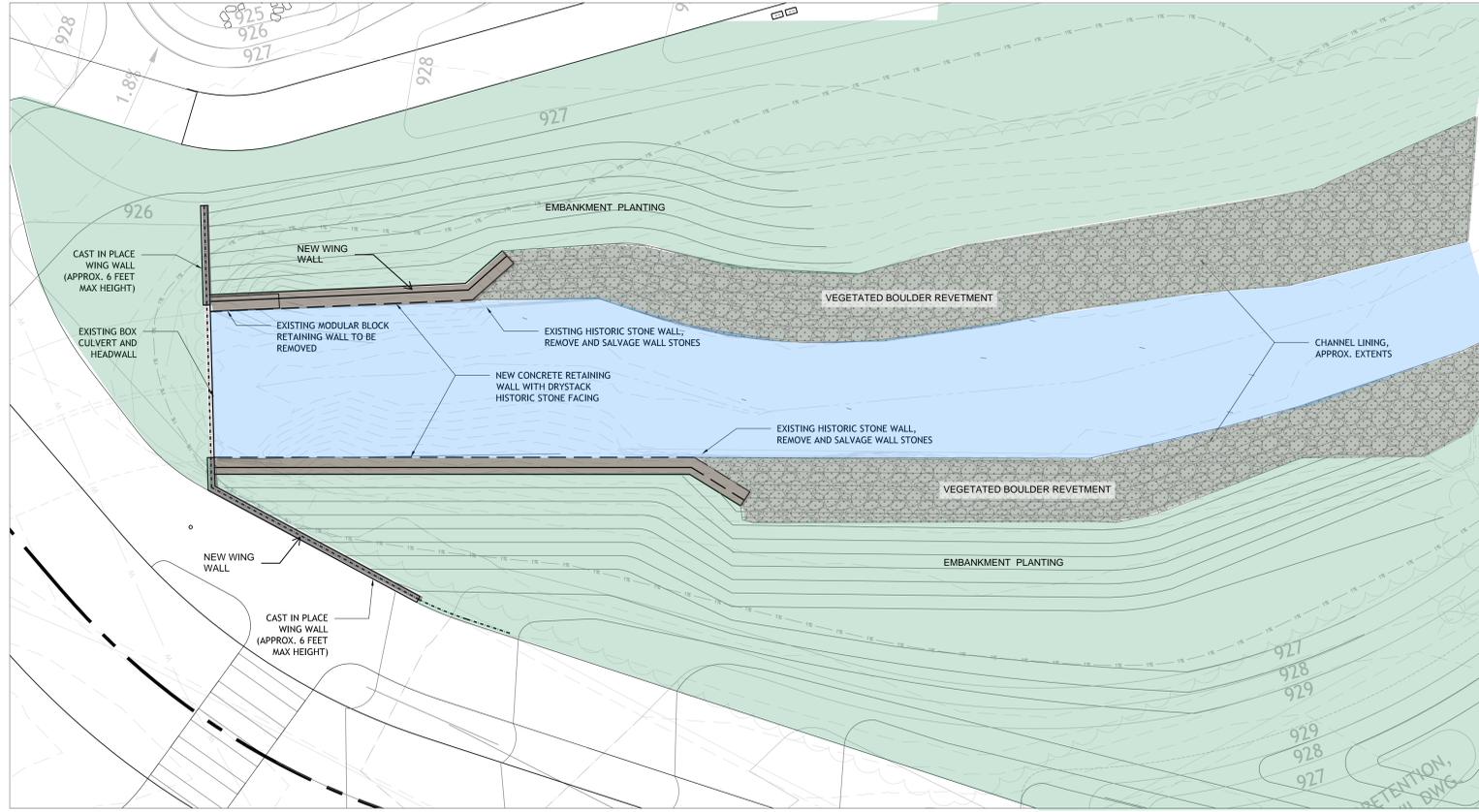
3. Hole at the back of a concrete slab above historic wall

Sketch of Rebuilt Wall

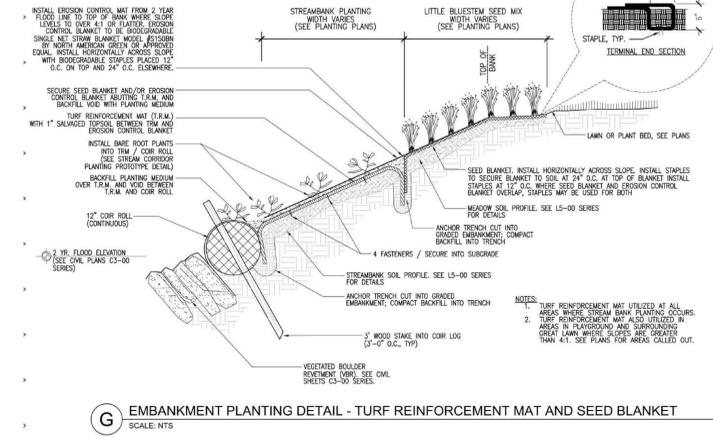


Proposed Condition: Plan, Elevations, and Typical Details

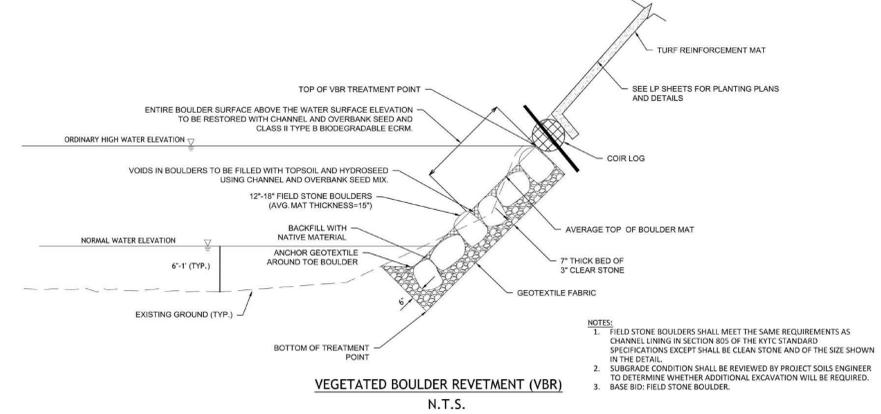
PROPOSED CONDITION PLAN



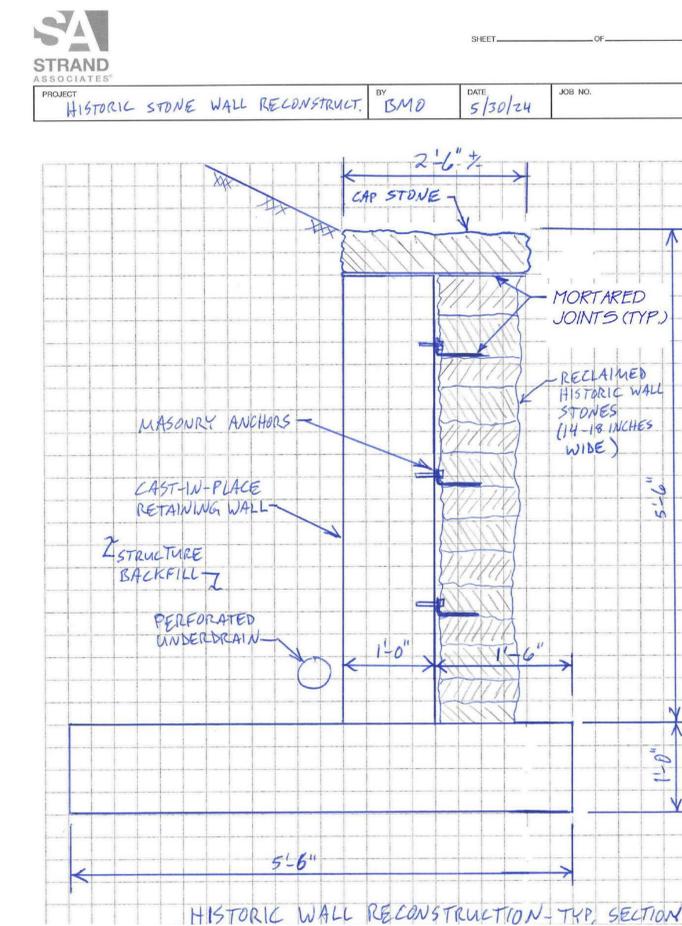
TYPICAL SECTION: EMBANKMENT PLANTING



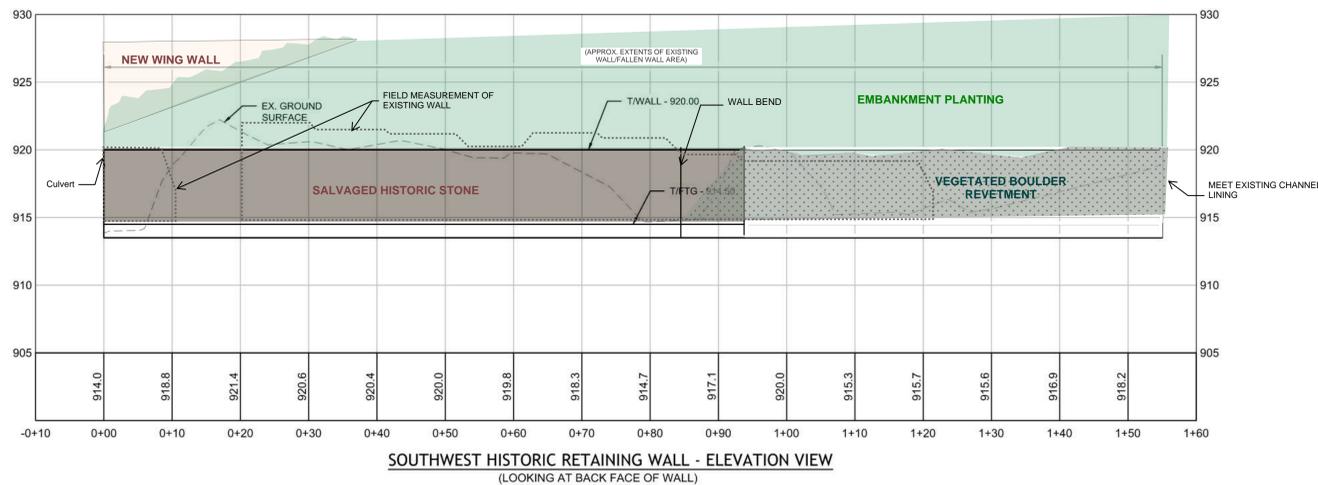
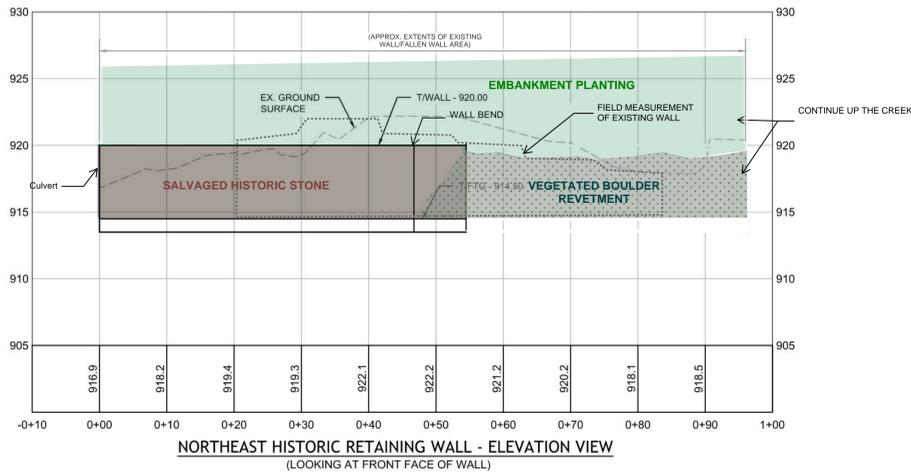
TYPICAL SECTION: VEGETATED BOULDER REVETMENT



TYPICAL SECTION: WALL



PROPOSED CONDITION ELEVATIONS

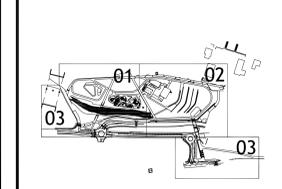


1	CREEK WALL STUDY	06/06/2024
No.	Description	Date

DWG ISSUE & REVISION HISTORY

Stamp	

Key Plan



Scale & North Arrow

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Project Title:

GATTON PARK
Lexington, Kentucky

Drawing Title:

STUDY
NOT FOR CONSTRUCTION

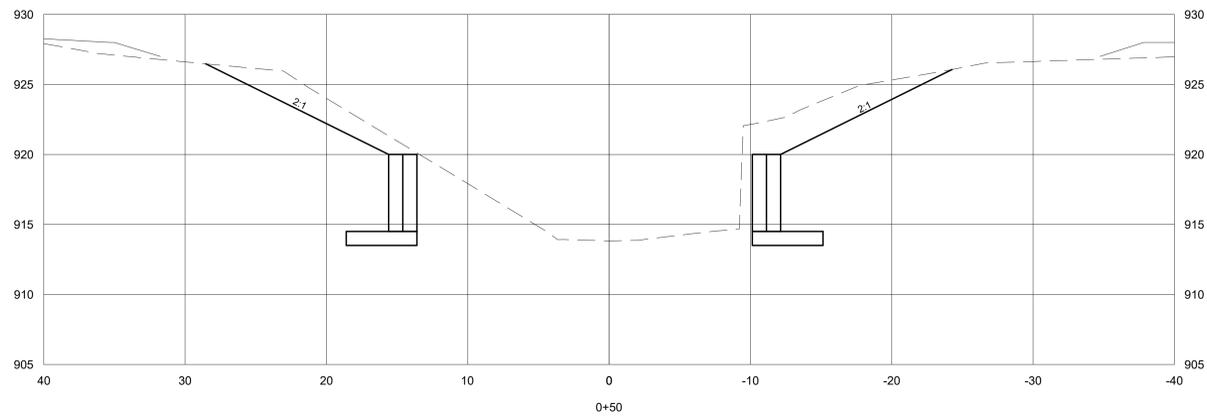
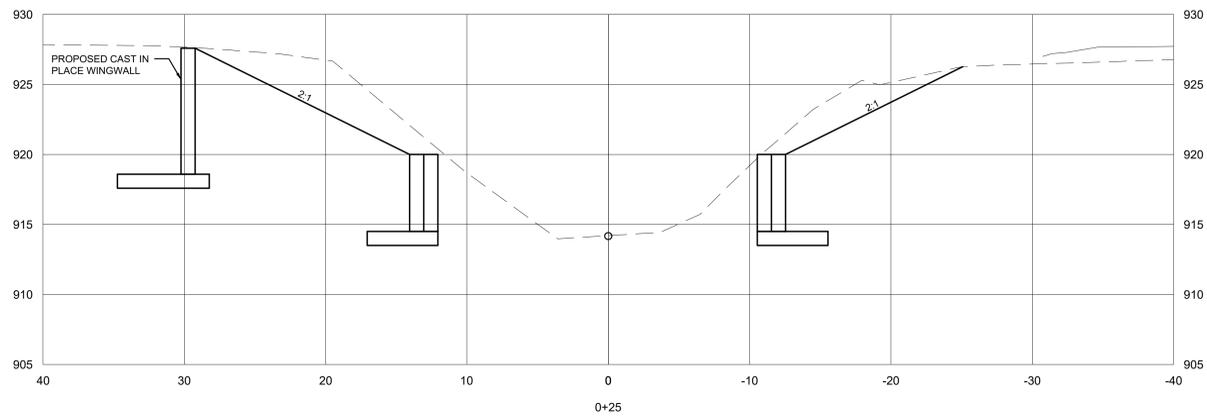
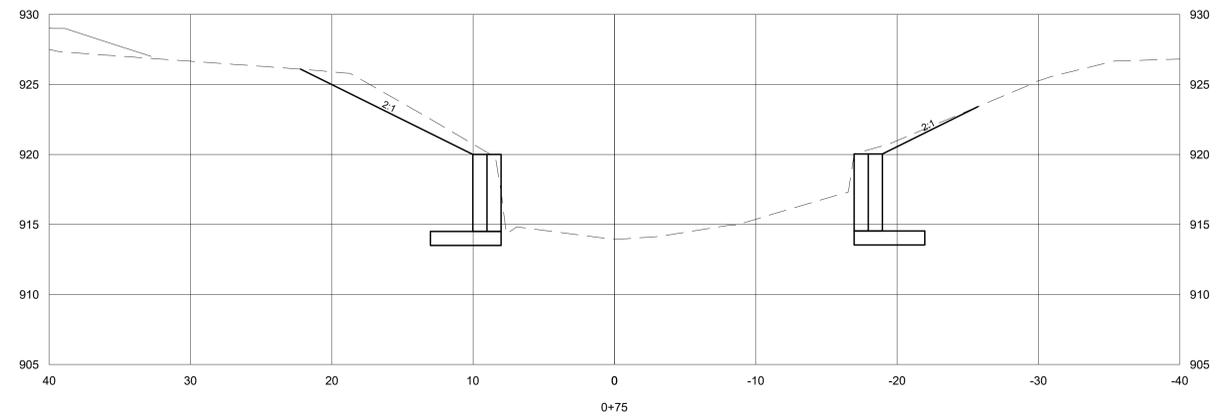
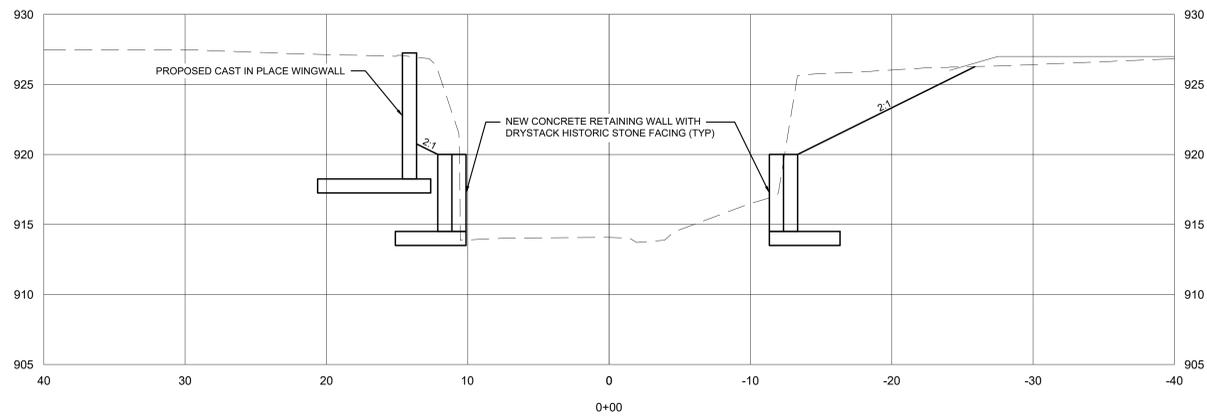
Project No:	Scale: 1"=10'
Drawn By: KS	
Checked By:	
Approved By:	
Date:	

Drawing No:

Proposed Condition: Approximate Station Elevations

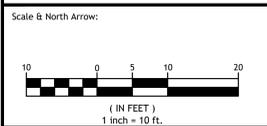
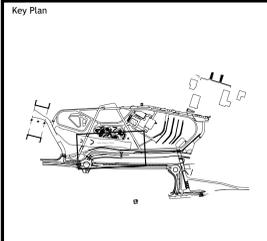
GENERAL NOTE

1. ALL CROSS-SECTIONS ARE LOOKING DOWN STATION.



No.	Description	Date
DWG ISSUE & REVISION HISTORY		

Stamp
NOT FOR CONSTRUCTION



Project Title:
TOWN BRANCH PARK
 Lexington, Kentucky

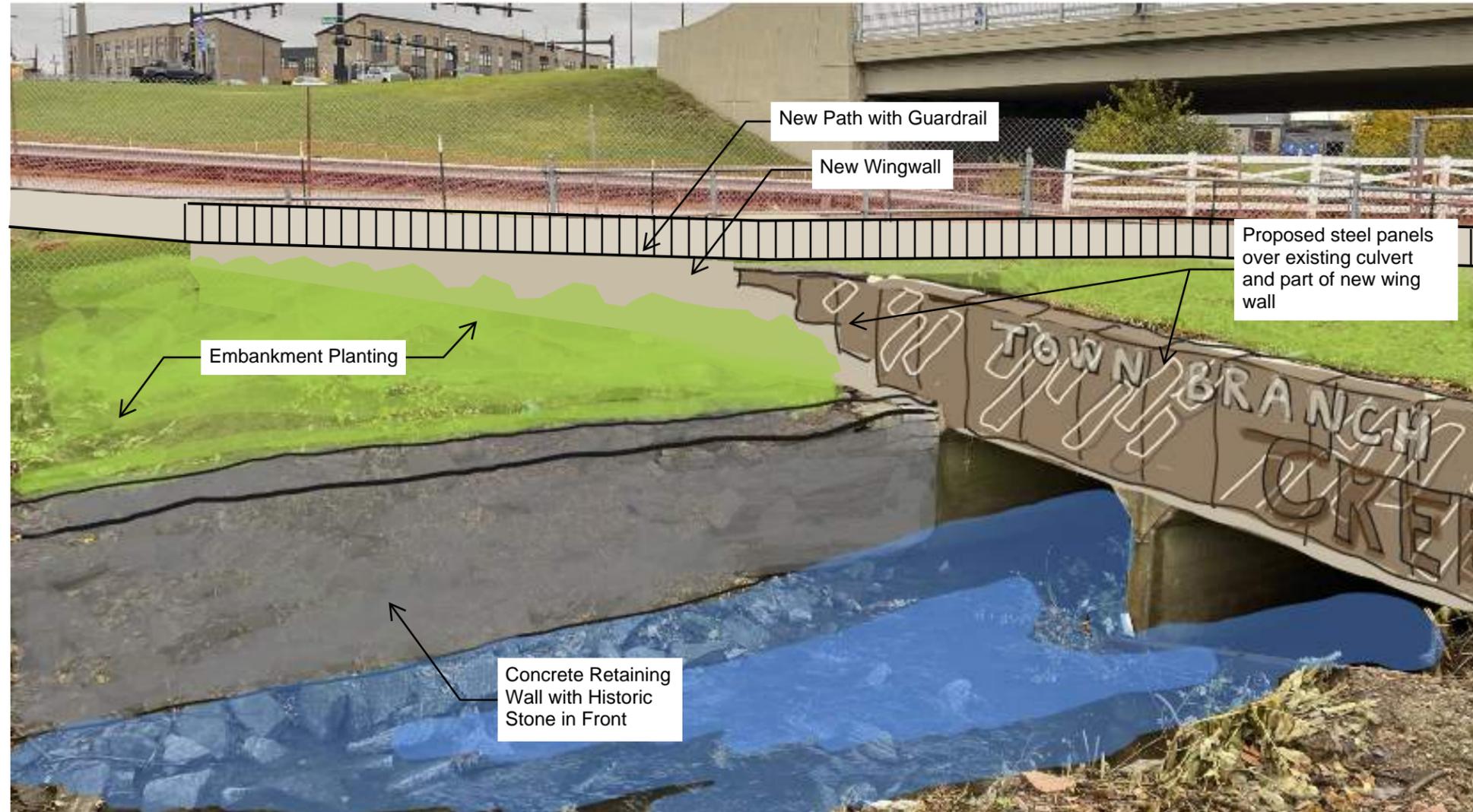
Drawing Title:
HISTORIC RETAINING WALL SECTIONS ALONG CREEK
 CONSTRUCTION DOCUMENTS

Project No: 08194.00 Scale: 1" = 5' - 0"
 Drawn By: CES
 Checked By: BMO
 Approved By:
 Date: 04/31/2024

Drawing No:
CX-XX

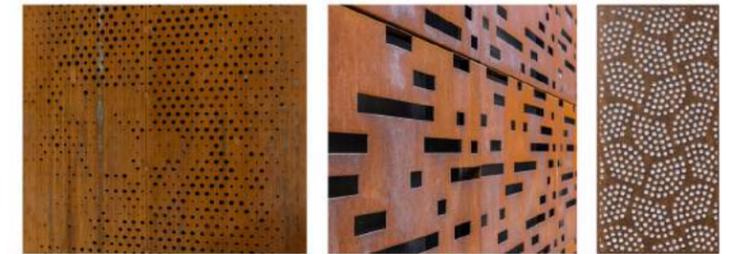
Culvert Headwall Improvements

Sketch of Proposed Improvements to the Existing Culvert and New Wing Walls



Precedent Images for Steel Cut-out Panels

Perforated Panels



Text



Application on Exterior Concrete Walls







RESOLUTION NO. _____ – 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A GRANT AGREEMENT WITH TOWN BRANCH PARK, INC. D/B/A GATTON PARK ON THE TOWN BRANCH AND THE LEXINGTON CENTER CORPORATION, FOR A STORMWATER QUALITY PROJECT, AT A COST NOT TO EXCEED \$383,000.00.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute a Grant Agreement, which is attached hereto and incorporated herein by reference, with Town Branch Park, Inc. d/b/a Gatton Park on the Town Branch and the Lexington Center Corporation, for a stormwater quality project.

Section 2 – That an amount, not to exceed \$383,000.00, be and hereby is approved for payment to Town Branch Park, Inc. d/b/a Gatton Park on the Town Branch, from account # 4051-303204-3321-71299, pursuant to the terms of the Agreement, and subject to approval of a pending budget amendment.

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

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0981-24:EPT:4860-3816-9837, v. 1

RESOLUTION NO. 529 – 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A GRANT AGREEMENT WITH TOWN BRANCH PARK, INC. D/B/A GATTON PARK ON THE TOWN BRANCH AND THE LEXINGTON CENTER CORPORATION, FOR A STORMWATER QUALITY PROJECT, AT A COST NOT TO EXCEED \$383,000.00.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute a Grant Agreement, which is attached hereto and incorporated herein by reference, with Town Branch Park, Inc. d/b/a Gatton Park on the Town Branch and the Lexington Center Corporation, for a stormwater quality project.

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

PASSED URBAN COUNTY COUNCIL: October 24, 2024



MAYOR

ATTEST:



CLERK OF URBAN COUNTY COUNCIL

0981-24:EPT:4860-3816-9837, v. 1

GRANT AWARD AGREEMENT

THIS AGREEMENT, made and entered into on the 25th day of October, 2024, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (LFUCG)**, 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 **Town Branch Park, Inc. DBA Gatton Park on the Town Branch, 249 East Main Street Suite 201, Lexington, KY 40507** (hereinafter "Grantee"), and **Lexington Center Corporation, 430 West Vine Street, Lexington, KY 40507** (hereinafter "Property Owner").

WITNESSETH:

WHEREAS, the Grantee is developing the property into Gatton Park on the Town Branch; and

WHEREAS, the Grantee has proposed a need for the funds requested to develop and implement repairs to the Government's culvert and the creek bank to maintain stormwater management from the watersheds ("the Project"); and

WHEREAS, the Project will improve water quality, reduce stormwater runoff, and provide public or private education related to stormwater quality; and

WHEREAS, the Government is willing to reimburse Grantee for specific expenses related to the Project; and

WHEREAS, any such improvements funded by the Government shall benefit the public through installed improvements and/or educational programming.

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 **\$383,000.00** (hereinafter "the Grant"), as reimbursement for certain costs associated with construction of the Project, as provided in Attachment A which is incorporated herein by reference as if fully set out herein.
- (2) The Grantee agrees to use the Grant only for the activities set forth in Attachment A which includes installation of stormwater control infrastructure at the following site location(s): **795 Manchester Street** currently leased by the Grantee and owned by the Property Owner.

- (3) The Grantee agrees to meet all design standards specified in the Government's Engineering Manuals 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 LFUCG.
- (4) The Grantee agrees to comply with all applicable local, state, and federal rules, regulations, ordinances, and laws in implementation of the project.
- (5) The Grantee agrees to obtain all necessary local, state, and federal permits, encroachments, permissions, approvals, etc. in a timely manner and prior to start of construction.
- (6) The Grant to the Grantee shall be disbursed in the following manner:
 - (a) The Grantee shall submit at least once every three (3) months, if not specified otherwise in Attachment A, a Request for Funds to the Government's Grant Manager designated by the Commissioner of the Department of Environmental Quality and Public Works for the project. Each Request for Funds shall include documentation that the Grantee has already expended the requested funds. The Request for Funds shall include full accounting of these 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 be accompanied by a Project Status Report describing the progress of the project to date, including a description and schedule of all activities completed.
 - (c) The Government's Grant Manager shall review each Request for Funds and supporting documents for compliance with the terms of this Agreement. If the Grant Manager finds the Grantee's Request for Funds is in compliance with the terms of this Agreement and that the activity progress and management program of the Grantee satisfy the terms of the Agreement, the Grantee shall be reimbursed within 30 calendar days.
 - (d) The Government shall release payment of the final 10% of the Grant only after receipt and acceptance of the Project Final Report summarizing all work completed and detailing the total grant expenditures and a signed *Agreement to Maintain Stormwater Control Facilities funded by LFUCG*. The Government's Grant Manager shall review the Project Final Report and provide comments to the Grantee or, if deemed acceptable, the Grantee shall be reimbursed within 30 calendar days.

- (e) Should the Government's Grant Manager determine that the Grantee is not in compliance with the terms of this Agreement, the Division of Water Quality shall notify the Grantee 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 (19) herein below.
- (7) The Grantee agrees to obtain written approval from the Government's Grant Manager for any proposed changes to the 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 (19) herein below.
- (8) The Grantee agrees to complete the Project within 18 months from the date of this Agreement. The Grantee shall obtain written approval from the Government's Grant Manager and Program Administrator for any time extensions beyond the schedule. Failure to obtain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (19) herein below.
- (9) This Agreement may not be modified except by written agreement of the Government and the Grantee.
- (10) The Grantee understands that the Grant amount 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.
- (11) The Grantee asserts that it 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 Housing 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 notify the Government's Grant Manager immediately. Failure to notify the Government and resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph (19) herein below.
- (12) The Grantee and Property Owner agree to allow the Government access to its property to perform monitoring of the project elements for compliance with this Agreement, as provided in the "*Agreement to Maintain Stormwater Control Facilities Funded by LFUCG*" (Attachment B).
- (13) In any advertisement of the project funded by the Grant, whether written or oral 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.

- (14) The Grantee agrees to allow the Government to publicize the Grantee's project through the Government's website and other media.
- (15) The Grantee agrees to reference the Lexington-Fayette Urban County as a source of funding for the project on any permanent signage or educational brochures, presentations, websites, etc. produced using grant monies.
- (16) The Grantee and Property Owner agree that all stormwater control facilities, including equipment and infrastructure, constructed and funded by this Grant shall remain in service and maintained by the Grantee or its representatives following the Inspection, Operation, and Maintenance Plan developed for each facility referenced in (6b) above. The Property Owner and Grantee further accept and agree to enter into the "*Agreement to Maintain Stormwater Control Facilities Funded by LFUCG*" attached hereto as Attachment B and which is incorporated herein by reference as if fully set out herein.
- (17) The Grantee and Property Owner agree that all stormwater control facilities, including equipment and infrastructure, constructed and funded by this Grant shall remain the property of the current Property Owner, or his successors and assigns, unless otherwise specified in Attachments A and B.
- (18) The Grantee and Property Owner understand that if any of the Grant-funded facilities not owned by the Government are removed from service, Property Owner at the time of removal and Grantee shall be joint and severally liable to reimburse the Government for 100% of the Remaining Value of the facility or portion removed, based upon the depreciation schedule provided in Attachment B.
- (19) 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 or Property Owner 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, the Grantee shall immediately repay to the Government all monies received pursuant to this Agreement.
- (20) The Grantee shall provide equal opportunity in employment as required by applicable federal, state, and local laws, regulations, and ordinances.
- (21) The Grantee is solely responsible for assuring that adequate and appropriate insurance or other necessary coverage is maintained during the term of this Agreement.

- (22) The Grantee's sole remedy for a breach of this Agreement by the Government shall be limited to the amount of the Grant.
- (23) The Government assumes no responsibility whatsoever in the Grantee's project activities. Grantee shall, to the extent allowed by law, defend, indemnify, and hold harmless Government from and against all liability, claims, 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 its contractor(s), agents, or assigns, negligent acts or misconduct, or errors or omissions, in connection with the activities carried out pursuant to this Agreement.
- (24) The Grantee and Property Owner understand and agree that the Project funded by this Grant is distinct from the projects funded by previous Stormwater Quality Projects Incentive Grant Program awards received by the Grantee or Property Owner and thus funds received from this Grant shall only be used for the purposes of this Project.



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

LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT

BY: Linda Gorton

LINDA GORTON, MAYOR

ATTEST:

Maekemee Jack
Deputy CLERK, URBAN COUNTY COUNCIL

Grantee Organization: **Town Branch Park, Inc.**
249 East Main Street, Suite 201
Lexington, KY 40507

BY: Allison Lankford

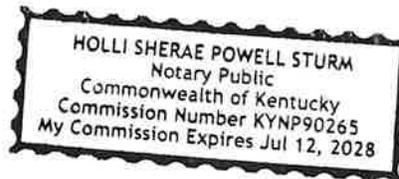
NAME: Allison Lankford

TITLE: Executive Director

The foregoing Agreement was subscribed, sworn to and acknowledged before me by Allison Lankford, as the duly authorized representative for and on behalf of Town Branch Park, Inc., on this the 18th day of September, 2024.

My commission expires: 7/12/2028.

Holli Sherae Powell Sturm
NOTARY PUBLIC



PROPERTY OWNER: Lexington Center Corporation
430 West Vine Street
Lexington, KY 40507

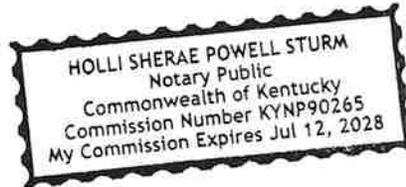
BY: [Signature]
NAME: Brian R Sipe
TITLE: General Manager

The foregoing Agreement was subscribed, sworn to and acknowledged before me by Brian Sipe, as the duly authorized representative for and on behalf of Lexington Center Corporation, on this the 18th day of September, 2024.

My commission expires: 7/12/2028.

[Signature]
NOTARY PUBLIC

4872-3559-6756, v. 3





Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0982-24

File ID: 0982-24

Type: Resolution

Status: Approved

Version: 2

Contract #: 306-2024

In Control: Urban County Council

File Created: 09/23/2024

File Name: Request Council authorization to accept an award of federal funds from Community Action Council for Lexington-Fayette, Bourbon, Harrison and Nicholas Counties, Inc., in the amount of \$49,443.84 for provision of early childhood care and education services

Final Action: 10/24/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to accept an award from the Community Action Council for Lexington-Fayette, Bourbon, Harrison, and Nicholas counties, Inc., which Grant funds are in the amount of \$49,443.84 in Federal funds for the provision of Early Childhood Care and Education Services under the Early Head Start Program at the Family Care Center for FY 2025, the acceptance of which obligates the Urban County Government to the expenditure of \$12,360.96 as a local match, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Family Services, Horton-Holt]

Notes: received in office - hand delivered by Celia 10.16.24 AA

Stamped and filed in the CCO. 11/1/2024. MS

Sponsors:

Enactment Date: 10/24/2024

Attachments: 25-Blue Sheet Memo Early Head Start, EHS Contract Corrected 9.19.24, BA 13287, RESO 0982-24 CAC Early Head Start Match 4878-8250-4940 v.1.docx, R-530-2024

Enactment Number: R-530-2024

Deed #:

Hearing Date:

Drafter: Katrina James

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	Urban County Council Work Session	10/08/2024	Approved and Referred to Docket	Urban County Council	10/10/2024		Pass
2	Urban County Council	10/10/2024	Received First Reading	Urban County Council	10/24/2024		

Text of Legislative File 0982-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to accept an award from the Community Action Council for Lexington-Fayette, Bourbon, Harrison, and Nicholas counties, Inc., which Grant funds are in the amount of \$49,443.84 in Federal funds for the provision of Early Childhood Care and Education Services under the Early Head Start Program at the Family Care Center for FY 2025, the acceptance of which obligates the Urban County Government to the expenditure of \$12,360.96 as a local match, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Family Services, Horton-Holt]

Summary

Authorization to accept an award of Federal funds from Community Action Council for Lexington-Fayette, Bourbon, Harrison and Nicholas Counties, Inc., in the amount of \$49,443.84 for provision of early childhood care and education services under the Early Head Start Program at the Family Care Center for FY 2025. Local match required of \$12,360.96. Budget amendment in process. (L0982-24) (Horton-Holt/Allen-Bryant)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Tiffany Holskey, 9/19/2024

Risk Management: N/A

Fully Budgeted: Budget amendment is in process.

Account Number: 3190-606404-0001-XXXXX

This Fiscal Year Impact: \$ 61,804.80

Annual Impact: \$0

Project: HEAD_ST_2025

Activity: FED_GRANT

Budget Reference: 2025

Current Balance: BA in process



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

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

DATE: SEPTEMBER 20, 2024

SUBJECT: Acceptance of Funds for Early Head Start Program at the Family Care Center

Request: Council authorization to accept an award of federal funds from Community Action Council for Lexington-Fayette, Bourbon, Harrison and Nicholas Counties, Inc., in the amount of \$49,443.84 for provision of early childhood care and education services under the Early Head Start Program at the Family Care Center for FY 2025. Local match required of \$12,360.96.

Purpose of Request: Community Action Council for Lexington-Fayette, Bourbon, Harrison and Nicholas Counties, Inc., (Community Action Council) has offered the Lexington-Fayette Urban County Government Division of Family Services federal funds in the amount of \$49,443.84 for support of early childhood care services beginning August 1, 2024. Services to be provided include early childhood education, health services, social services, and parent involvement as outlined in the Early Head Start Program Performance Standards.

The Early Head Start Program is administered by the U.S. Department of Health and Human Services, Administration for Children and Families with the objective of promoting school readiness by enhancing the social and cognitive development of low-income children. The program is authorized by the Head Start Act, as amended by the Improving Head Start for School Readiness Act of 2007, Public Law 110-134, 42 U.S.C 9801.

What is the cost in this budget year and future budget years? \$48,443.84 awarded for Fiscal Year 2025. Local match required \$12,360.96. Funds will be used to offset existing personnel and operating costs in the Family Care Center's Early Childhood Education Program. Funds for future budget years are dependent upon availability of grant funds.

Are the funds budgeted? Budget amendment is in process.

File Number: 0982-24

Director/Commissioner: Horton-Holt/Allen-Bryant



INTERAGENCY AGREEMENT
EARLY HEAD START AND CHILD CARE ALLIANCE

This Agreement is made and entered into this 1st day of August, 2024, by and between **Community Action Council for Lexington-Fayette, Bourbon, Harrison and Nicholas Counties, Inc.** (hereinafter “CAC”), 710 West High Street, P. O. Box 11610, Lexington, KY 40576, and, **Lexington Fayette Urban County Government, through the Division of Family Services (Family Care Center)**, 1135 Harry Sykes Way, Lexington, KY 40504 (hereinafter “Provider”).

Whereas, CAC is a grantee under the Head Start Program administered by the U.S. Department of Health and Human Services, Administration for Children and Families, and is an authorized Early Head Start Program administrator,

Whereas, Provider is an early childcare provider licensed by the state of Kentucky,

Whereas, CAC and Provider desire to collaborate so as to render Head Start quality early childhood development to Provider’s clients, now,

Therefore, in consideration of the foregoing and the mutual covenants hereinafter set forth, the parties agree as follows:

Section I. TERM, RENEWAL AND TERMINATION:

1. This Agreement shall be in effect beginning the 1st day of August, 2024 through and including the 31st day of July, 2025, unless terminated earlier as provided in this Agreement, (“Term”) During the Term of this agreement, Provider shall provide no less than 48 weeks of services annually with a minimum of 6.5 hours of service per day for 5 days a week. Designated Early Head Start hours shall be 8:00 a.m. until 2:30 p.m.
2. CAC and Provider will collaborate throughout the Term of this Agreement in order to ensure that the Early Head Start Program and Provider are in compliance with Community Action Council Child Development Procedures.
3. This Agreement will not automatically renew. CAC, at its election, may renew this Agreement, upon the same terms and conditions set forth herein, by giving Provider written notice of its intention to renew for an additional one-year term. CAC shall provide notice of its intent to renew within thirty (30) days prior to the expiration of the Program Year, and pursuant to the notice provisions of this Agreement. Provider may elect to avoid renewal by providing CAC notice of intent not to renew 45 days prior to the expiration of the Program Year, and pursuant to the notice provisions of this Agreement.
4. CAC may terminate this Agreement without cause by giving thirty (30) days’ written notice pursuant to the notice provisions of this Agreement. Provider may terminate this Agreement without cause pursuant to the notice provisions of this Agreement; provided however, that Provider continues to provide services for the remainder of the Term unless Head Start funding is to terminate prior to the end of the Program year or the Provider cannot continue to provide services.
5. Either party may terminate this Agreement for cause arising from a material breach of this Agreement. CAC may terminate this Agreement in the event that the Provider, or any of its principals, engages in conduct that is in violation of any law, regulation, ordinance or CAC policy; engages in conduct that is contrary to the mission and core values of CAC; and/or violates CAC’s Child Development Procedures. Termination for cause shall be effective immediately upon receipt of written notice given pursuant to the notice provisions of this Agreement. The parties agree that implementation of the Community Action Council Child Development Procedures is material to this Agreement, as well as compliance with applicable laws, regulations, ordinances, and policies set forth by CAC, including any confidentiality and information security policies.

Section II. PROVIDER’S OBLIGATIONS:

1. Provider shall offer comprehensive full-day, full-year early childhood development services for a maximum of **16** children whose families are determined by CAC to meet financial eligibility requirements and are enrolled in the Early Head Start Program by CAC; comprehensive services include early childhood education, health services, social services, and parent involvement. Provider is responsible for accommodating Early Head Start enrolled children with disabilities.

2. Provider will provide high-quality child-development services in 3 classrooms that have been approved by CAC for children enrolled in the Early Head Start Program. Any change in classroom space must be approved in writing by CAC prior to implementation
3. Provider shall offer the same comprehensive early childhood care and education services for all other 0-3 years old in attendance at Provider's facility, including those children whose are not enrolled in the Early Head Start Program. Provider acknowledges that monetary payments from CAC will be based on the number of children served whose families are eligible for Early Head Start funding and are enrolled in the Early Head Start Program, and that Provider must obtain and allocate other financial resources to meet the cost of providing comprehensive services as set forth in this Agreement to children whose families are not eligible for Early Head Start Funding and/or are not enrolled in the Early Head Start Program.
4. Provider acknowledges that funding provided pursuant to this Agreement is provided to enhance the quality of Provider's care and educational services and is not provided to enable Provider to divert its funds for other purposes. Provider agrees that funding levels for its care and education services shall not be diminished and that funding shall not be diverted for profit.
5. Provider agrees to make and procure acceptable and allocable non-federal contributions to the Early Head Start Program having a monetary value not less than twenty-five percent of the amount paid by CAC pursuant to this Agreement. Documentation evidencing the non-federal contribution shall be submitted to CAC monthly with the invoice for payment pursuant to this agreement. This documentation shall include the cover sheet and all other required documentation as specified in the Partner Training Materials provided to Provider by CAC. CAC will not process invoices for payments to providers without proper non-federal documentation. CAC will monitor to determine compliance with non-federal cost principles and ensure that the contribution is allowable, allocable, and reasonable. In the event of a dispute, CAC will make the final determination as to what is an allowable, allocable, and reasonable contribution.
6. Non-federal resources consist of "cash match" and "in-kind match." "Cash match" does not include funds received directly or indirectly from United States government sources; "cash match" does include the following, so long as it is not funded using federal funds: salary of staff, fringe benefits provided to those staff, staff travel to Early Head Start conference and training, transportation provided to children and families, equipment, supplies, food provided, services such as health, dental, or mental health provided by outside contractors, training or other consultant services provided, space (value per square foot) and utilities provided, and cleaning services. "In-kind match" includes the fair market value of donated supplies, materials and services, including volunteer services in the classroom or on activities such as field trips and goods and services for which you pay less than fair market value (i.e., if a health provider performs services at a discount rate, the difference between the amount charged and the customary rate is an "in-kind match"). "Cash match" and "in-kind match" funds shall be documented by Provider to show that no part of the funding was derived from or tied to federal funds.
7. Provider shall comply with the Community Action Council Child Development Procedures. Provider also agrees to maintain its accreditation and provide documentation of current accreditation status to CAC within 30 days of the execution of this agreement. If Provider currently has no accreditation, it agrees to work towards obtaining an accreditation demonstrating excellence in the field of Child Development or Early Childhood Education.
8. The Provider will provide food services to all children, which includes meals and snacks that provide at least 1/3 of each child's daily nutritional needs, including those with special dietary needs and children with disabilities. These food services shall conform to Community Action Council Child Development Procedures and USDA requirements. Provider shall provide to CAC verification of its certificate of participation in the USDA Child and Adult Care Food Program. Provider shall not require parents to provide any food items, including formula, during Early Head Start-designated hours of operation. Provider shall also provide free of charge meals to teachers working with Early Head Start enrolled children when meals are offered to said children.
9. Provider shall not require parents to provide diapers or wipes for Early Head Start enrolled children for use during designated Early Head Start hours.
10. Provider shall designate a contact person who shall be responsible for all communications and follow-up required by and/or resulting from the implementation of this Agreement. Provider shall provide to CAC the written contact information for this person within 10 days of the date of execution of this agreement.

11. Provider will collaborate with CAC on jointly developed procedures for the transition from Early Head Start to Early Head Start or the center's preschool classroom. The procedures will include timelines related to transition, administration, staff development and involvement, family involvement, and child preparation.
12. Provider will provide educationally relevant occupational, physical and speech therapies that may be required by each child's Individual Education Program. Based on outcomes and screenings, Provider will provide developmental and psycho-educational evaluations as needed. The Mental Health and Disabilities Specialist for CAC will monitor children who are provided therapy or evaluations in order to ensure that Provider is implementing each child's Individual Family Service Plan goals and objectives.
13. Provider will share diagnostic and assessment information with CAC for children served. Provider shall enter this information into CAC's Child Plus system, ensuring that all access to this information is secured by generally accepted security measures, including password protection or key and lock. Provider shall conform to the confidentiality provisions as described in Section V (6) of this agreement, and shall be responsible for any costs and mitigation measures related to a data breach of this information by Provider or its employees.
14. Provider agrees to collaborate with CAC to ensure that all staff serving Early Head Start Program eligible children are compliant with required certifications, trainings, updates, and ongoing professional development, as identified in this Agreement. CAC reserves the right to update these requirements.
15. Provider agrees to keep and maintain adequate, legible, genuine, current and complete records of services rendered under the terms of this Agreement, to make available all such records to CAC or its designated representatives, and to scan and enter pertinent information into the Child Plus System. The required records shall include, but are not limited to, the following categories and/or documents:
 - a) Enrollment records that include verification of family income and any other verification required for determining eligibility for Early Head Start funding. Such verification must meet criteria established by the Administration for Children and Families;
 - b) In collaboration with the parents and as quickly as possible, but no later than 90 calendar days, ensure enrolled children have continuous accessible health care, dental exams and physical exams;
 - c) Ensure children receive necessary dental follow-up and treatment;
 - d) Ensure that all required medical consent forms are accurately completed and filled out upon the child's enrollment;
 - e) Attendance records showing the dates each child attended Provider's facility;
 - f) Provider agrees to enter attendance daily into Child Plus System;
 - g) Separate financial records tracking receipt and expenditure of funds provided by CAC;
 - h) When, in the absence of a CAC representative, Provider staff observes a reportable outcome or indicator in child and family goals, Provider is responsible for reporting outcomes and indicators in child and family goals into Child Plus System, Teaching Strategies.com and any appropriate anecdotal reports;
 - i) Supporting documentation evidencing that at least 25 percent of provider's funds are derived from non-federal resources and that said documentation will be made available for on-site inspection by CAC's auditors.
 - j) Proof of certification of USDA Child and Adult Care Food Program participations;
 - k) Documentation providing proof of reimbursement and monitoring results from USDA;
 - l) Proof of accreditation;
 - m) Proof of developmental and mental health screenings;
 - n) Proof of ongoing assessments of enrolled Early Head Start Program children;
 - o) Proof of individualized curricula.
16. Provider shall conduct developmental and mental health screenings of each child enrolled in the Early Head Start Program within 45 days of the child's entry into the Early Head Start Program. Said screenings shall conform to the requirements of the Community Action Council Child Development Procedures.
17. Provider shall conduct a minimum of three (3) assessments per year of each child's development throughout the child's enrollment in the Early Head Start Program, as required by Community Action Council Child Development Procedures or as mutually agreed upon by the Parties.
18. Provider shall ensure that all curricula is individualized to the developmental needs of each enrolled child, as required by Community Action Council Child Development Procedures.

19. Provider shall allow a mental health professional to conduct a general classroom observation on each classroom one time per year, or more if needed based upon the mental health professional's recommendation.
20. Provider shall work closely with CAC in order to schedule medical services at Provider's location (where applicable) for the Early Head Start enrolled children; and Provider further agrees that there will be no changes to the schedule unless inclement weather occurs or changes are needed by the medical service provider.
21. Provider shall assist CAC in conducting the Infant Toddler Environment Rating Scale on each Early Head Start classroom and submit a completed copy to CAC according to the timeline set forth by CAC. If Provider's score is below a 5.0, an action plan must be submitted and an additional Infant-Toddler Environment Rating Scale completed per timeline.
22. Provider shall train its teachers to implement, and its teachers shall implement, the Community Action Council Child Development Procedures and philosophy appropriate to the age of each child for whom Provider offers services. The Community Action Council Child Development Procedures may be augmented, but shall not be supplanted, with other developmentally appropriate curricula and materials.
23. Provider shall ensure that all Early Head Start classes are staffed by two paid teachers, and whenever possible, a volunteer. During Early Head Start-designated hours of operation, Provider shall ensure that two paid teachers are present in each Early Head Start classroom at all times. Provider shall ensure that Early Head Start classrooms are supported by paid floating staff members to assist in classroom coverage. **At all times, there must be two (2) Head Start staff for all center activities, events, or transitions – including transportation. When children are present during operational hours, no individual staff/contractor/therapist/volunteers will be alone with a child. At least two adults are required to be with children at all times.**
24. Provider shall ensure that all teaching staff who work with Early Head Start children complete the Teaching Strategies GOLD assessment and obtain their Inter-rater reliability certification from the Teaching Strategies GOLD website. Provider must keep on file documentation of each teacher's certification and submit to CAC copies of said documentation within 90 days of the date of execution of this Agreement.
25. Provider agrees to use and implement a curriculum that complies with the Community Action Council Child Development Procedures or a mutually agreed upon curriculum. Provider shall provide to CAC at the time of execution of this Agreement a statement identifying the curriculum that meets this criteria, and Provider shall give CAC written notice, at least thirty days in advance, of any material changes in the curriculum or program that will affect the quality, extent, timeliness, or frequency of service delivered under the terms of this Agreement. Provider agrees that no such changes shall be implemented without the prior written consent of CAC. CAC is not required to make payment for services rendered unless CAC has given written approval of such changes.
26. Provider, at Provider's cost, may use the Early Head Start logo in its literature, signage, and advertisements. All public communications that refer to Early Head Start or Community Action Council must be approved by CAC. Upon the termination of this Agreement, Provider shall remove and discontinue use of the Early Head Start logo and any reference to an affiliation, past, present, or future, with Early Head Start.
27. Provider shall comply with all laws and regulations of the federal, state and local governments having general application to Provider's performance under this Agreement. In particular, Provider shall comply with:
 - a) The provisions of the *Civil Rights Act of 1964* (as amended) (42 USC §2000d) and the regulations of the Department of Health and Human Services (45 CFR Part 80).
 - b) The provisions of federal *Executive Order No. 11246* of September 24, 1965, and as amended by *Executive Order 11375*, pertaining to Equal Employment Opportunity and the rules, regulations and relevant orders of the Secretary of Labor pertaining to federal *Executive Order No. 11246*, including those at 41 CFR Chapter 60;
 - c) Section 504 of the *Rehabilitation Act of 1973* (29 USC §794) relating to services to the handicapped and the regulations at 24 CFR Part 8;
 - d) The *Age Discrimination Act of 1975* (42 USC §6101-07) and regulations at 24 CFR Part 146;
 - e) Title IX of the *Educational Amendments Act of 1972*;
 - f) The *Americans With Disabilities Act of 1990*;
 - g) The human rights ordinances of the Lexington-Fayette Urban County Government, including Ordinance

201-99;

- h) In accordance with the foregoing statutes, rules, regulations and order, and in accordance with CAC's non-discrimination policies, Provider agrees that it shall not discriminate either in the provision of services to clients or in employment practices on the basis of race, color, religion, national origin, sex, age, handicap status, marital status, sexual orientation, or political affiliation;
- i) The regulations implementing the *Drug-Free Workplace Act of 1988* as set out in 45 CFR Part 76, Subpart F;
- j) The *Pro-Children Act of 1994* requiring a smoke-free environment for children;
- k) The *Early Head Start Program Performance Standards* (45 CFR 1304);
- l) The Early Head Start Act as amended in December 2007;
- m) The Licensing Regulations for Child Day Care Centers as established by the Division of Regulated Childcare of the Cabinet of Health and Family Services, Commonwealth of Kentucky;
- n) The provisions of the *Individuals with Disabilities Education Act* (IDEA) and the *Early Head Start Performance Standards* in serving children with disabilities and their families; and Provider shall fully financially support all therapeutic services through payments issued to the Provider by CAC.
- o) The applicable standards, orders, or regulations issued pursuant to the *Clean Air Act* (42 U.S.C. 1251-1387). Any violations of this Act must be reported to the Office of Early Head Start and the Regional Office of the Environmental Protection Agency (EPA).

All citations to statutes, ordinances and regulations shall include any amendments made thereto subsequent to the execution of this Agreement. **Failure to comply with the foregoing laws, regulations, ordinances and policies will be considered cause for termination of this Agreement.**

- 28. Provider shall make its staff available at mutually agreed times to meet with CAC's staff to discuss each child's progress and the overall needs of the program. Provider shall make its staff available for training at mutually agreed times and places.
- 29. Provider shall make its staff available to participate in all reviews requested by CAC's funding sources. Provider understands and acknowledges that the Administration of Families and Children Office of Early Head Start requires all Early Head Start Programs to remain accessible for monitoring at any time, including but not limited to monitoring of classrooms, facilities, staff, and records, with little or no advance notice. As CAC is aware of said monitoring, it will provide notice to Provider, but Provider acknowledges that funding source monitoring may be unannounced.
- 30. Provider shall complete any and all forms required by CAC.
- 31. Provider shall identify all non-consumable equipment and supplies purchased with CAC funds or funds paid to Provider pursuant to this Agreement. Said equipment and supplies are and shall remain the property of CAC or its funding source, and said equipment and supplies shall be returned in good condition, ordinary wear and tear excepted, to CAC upon termination of this Agreement. In the case of equipment affixed to the realty, said equipment shall remain the property of CAC or its funding source unless and until the parties and the funding source agree to a sale of equipment to the Provider at a price to be determined. If Provider terminates this agreement, Provider will be responsible for the costs to remove and move playground equipment to a location determined by CAC. Provider shall create and maintain an inventory of any non- consumable equipment and supplies purchased during the terms of this Agreement and shall provide said inventory to CAC within 30 days of the end of the program year. CAC reserves the right to inspect the inventory at any time during the Term of this Agreement upon reasonable notice to Provider.
- 32. Provider shall ensure the following standards of conduct: staff must never be alone with children, use corporal punishment, use isolation to discipline a child, bind or tie a child to restrict movement, tape a child's mouth, use or withhold food as punishment or reward, use toilet learning, training methods that punish, demean, or humiliate a child, use any form of emotional abuse, including public or private humiliation, rejecting, terrorizing, extended ignoring, or corrupting a child, physical abuse of a child, any form of verbal abuse including profane, sarcastic language, threats, or derogatory remarks about a child or a child's family, or use physical activity or outdoor time as a punishment or reward.
- 33. If abuse of any child is suspected, Provider shall report same in compliance with applicable state law. Provider shall notify CAC, in writing, of all actions taken by Provider or by others within Provider's knowledge. Within 30 days of the date of execution of this agreement, Provider shall sign a Code of Conduct outlining specific procedures and protocol Provider shall take in the event child abuse is suspected. Any violation of this Code of Conduct shall be considered a material breach of this agreement.

34. Provider agrees to obtain from each child's parent or guardian an authorization to release information to CAC's staff. Provider agrees to maintain confidentiality as mandated by federal, state or local statutes, and CAC's confidentiality policies (see Section V, #6 below).
35. Provider shall obtain and maintain on file evidence of the following staff qualifications for each Early Head Start Program teacher: State and Federal Criminal Records Check including fingerprints, Child Abuse and Neglect Check, Sex Offender Check, annual performance appraisals and professional development plans, confidentiality certification, CPR and First Aid certifications, Pedestrian Safety and Evacuation Drills, results of negative tuberculosis skin test, 15 hours of annual professional development, Pediatric Abuse and Head Trauma, physicals, blood borne pathogens, and food handler's permit for each employee in accordance with the applicable statutes of the Commonwealth of Kentucky. Provider shall ensure and maintain on file documentation that each teacher working with Early Head Start enrolled children has, at a minimum, an Infant Toddler Child Development Associate credential. Each staff working with Early Head Start enrolled children shall apply for an Infant Toddler Child Development Associate credential within 60 days of the date of this Agreement and shall obtain said certification within 90 days of the date of the date of this Agreement. **Provider shall submit to CAC copies of these documents within 30 days of the date of execution of this Agreement. Provider shall also submit any updates to these documents, including any new certifications or renewals of certifications, to CAC within 30 days of any new certification, renewal, or update. Provider must notify CAC and receive prior approval before assigning a different teacher in a CAC approved classroom. All background clearances must be renewed every five years.**
36. Provider further agrees to execute and to comply with the terms and conditions of the Certification Regarding Lobbying attached to this Agreement.
37. Provider shall not promote or denigrate, or allow others to promote or denigrate, any religion as part of, or incident to, its early childhood care and education services.
38. Provider must provide documentation to CAC of its compliance with the transportation requirements of Community Action Council Child Procedures, if applicable, including but not limited to, evidence of its compliance with requirements of school buses or allowable alternate vehicles that are equipped for use of height and weight appropriate child restraint systems with a reverse beeper; implementation of procedures for a thorough safety inspection of each vehicle on at least an annual basis through an inspection program licensed or operated by the State; systematic preventative maintenance on vehicles and daily pre-trip inspection of the vehicles by the driver; proof of a valid Commercial Driver's License for vehicles in the same class as the vehicle the driver will be operating; proof that any physical, mental and other requirements established under applicable law or regulation are met; a driver's record check; a medical examination of drivers; driver and bus monitor training; trip routing; safety education; and compliance with any special requirements for children with disabilities. **Provider shall not transport Early Head Start children without prior written permission from CAC authorizing Provider to transport Early Head Start children.**
39. Provider agrees to encourage parent participation on CAC's Early Head Start Policy Council and attendance at monthly Parent Meetings by instructing class teachers to advertise Policy Council opportunities and Parent Meetings at all parent/teacher conferences and through other appropriate communications.
40. Provider agrees to assist CAC in its annual health and safety screening of the Early Head Start Program. Provider also agrees to conduct its own monthly health and safety screenings of the Early Head Start Program using the guidance of CAC. If any health and safety deficiencies arise during any of the screenings, or at any other time, Provider shall correct each deficiency within 24 hours of the date and time the deficiency was identified.
41. Provider agrees to participate in a minimum of 3 (three) CAC events per year, including but not limited to community events, family engagement events, or fundraising events, and Provider shall also encourage parents and families of Early Head Start enrolled children to attend CAC events.
42. Provider agrees to attend monthly partnership meetings with CAC at dates and times scheduled by CAC.
43. Provider agrees to designate workspace in Provider's facilities for use by CAC staff. This space shall be provided to CAC staff at no extra cost to CAC, and Provider shall ensure that CAC staff members have access to Provider's facilities.
44. Provider shall be responsible for the proper maintenance of all financial records for review by CAC. Records shall be

maintained on financial software that is mutually agreed upon by Provider and CAC with assistance provided by CAC and a hard copy back up of expense documentation retained for a period of no less than five years. It is the Provider's responsibility to provide documentation demonstrating that there has been no supplanting of funds and that funds received through the Early Head Start program are utilized for the benefit of the children enrolled. Invoices will be paid only after the prior month's financial reporting has been received by CAC's Fiscal Department.

Acceptable expenditures for Early Head Start enrolled children, subject to approval by CAC, include but are not limited to: health and wellness screenings, improvement of staff qualifications, health and safety ongoing maintenance of the child's environment, hiring of additional qualified staff in order to meet CAC's ratio standards, increase of pay of staff commensurate with meeting additional expectations, outside training of staff, the purchase of new supplies to meet program objectives, assuming the cost of teacher and staff lunches to implement family style dining etc.

45. Provider shall be required to provide Non-Traditional Instruction ("NTI") and/or distance learning to each child enrolled in the Early Head Start program in the event that schools close or do not reopen due to the COVID-19 pandemic. As part of the NTI and/or distance learning, Provider shall document all virtual learning activities, efforts or interactions with each child in Child Plus. A failure to provide adequate NTI and/or distance learning and document the virtual learning activities shall be considered a breach of this Agreement and grounds for termination for cause.

Section III. CAC'S OBLIGATIONS:

1. CAC shall designate a representative to advise Provider and its staff as to the implementation, augmentation, and compliance with the Community Action Council Child Development Procedures and assessment of program performance.
2. CAC shall monitor and ensure that enrollment criteria and performance standards are met for eligible Early Head Start children in accordance with Early Head Start Program Performance Standards and Selection Criteria.
3. CAC shall give Provider written notice within thirty days of any changes to the CAC *Early Childhood Curriculum* and the Community Action Council Child Development Procedures.
4. CAC shall assist Provider to meet Community Action Council Child Development Procedures by providing resources or directing Provider to such resources.
5. CAC will provide professional development for necessary trainings and updates according to the CAC Training and Technical Assistance Plan.
6. CAC shall assist Provider in meeting CAC financial reporting responsibilities by providing intelligible forms and assistance in defining and identifying non-federal resources. CAC and Provider shall agree upon financial software that will be implemented by Provider, and if possible, CAC shall provide training on that software.
7. CAC shall pay to Provider the sum of **\$257.52** per month per child who is enrolled in the Early Head Start Program, as follows: **\$4,120.32** per month providing that enrollment of children is maintained at **100%** of **16** and attendance is maintained at **85%** of **16**, upon receipt of proper financial, enrollment, and attendance documentation, no significant issue of on-site records and data reviews by CAC staff. CAC retains the authority to adjust slot allocations as per the terms of the received grant agreement. Enrollment vacancies must be filled within thirty days. Invoices will be paid only after the prior month's financial reporting has been received by CAC's Fiscal Department and documentation demonstrates that there has been no supplanting of funds and that funds received through the Early Head Start programs are utilized for the benefit of the children enrolled.
8. CAC, at CAC's cost, shall reference Provider as a Early Head Start participant in CAC's literature, advertisements, reports and telephone listings. CAC shall purchase one sign stating the Provider is a Early Head Start participant and install said sign in a mutually agreed place at Provider's facility.
9. CAC shall provide a Early Head Start Compliance Officer and Family Service Worker to assist Provider in meeting and exceeding the Community Action Council Child Development Procedures.

Section IV. **INVOICING, PAYMENT & REPORTING:**

1. Provider shall invoice and shall receive payment only for services and clients authorized in writing by CAC pursuant to this Agreement.
2. Provider shall, by the 15th day of each calendar month, submit an invoice along with attendance, in-kind reporting, and other required reports to CAC on forms approved by CAC.
3. Within thirty days after receipt of the invoice and reports, provided same are submitted as required herein, CAC shall issue a check to Provider for services rendered.
4. CAC shall withhold payment to Provider for any enrolled child whose health records are absent or not current as required under the Community Action Council Child Development Procedures.
5. CAC shall withhold payment of invoices to the provider if the provider is non-compliant with the terms of this agreement. Once the provider is compliant with the terms of this agreement, payment shall be issued.

Section V. **MISCELLANEOUS:**

1. *Notices:* Any written notice required by this Agreement shall be sent by certified mail, return receipt requested, first class postage prepaid, or other such acknowledged delivery, and shall be effective upon receipt. Notices to CAC shall be delivered to: Mrs. Sharon Price, Executive Director, Community Action Council, 710 West High Street, P. O. Box 11610, Lexington, KY 40576. Notices to Provider shall be delivered to: Lexington Fayette Urban County Government, through the Division of Family Services (Family Care Center), 1135 Harry Sykes Way, Lexington, KY 40504.
2. *Insurance and Indemnity:*
 - a) The parties understand that the Provider is self-insured and therefore nothing in this Agreement shall be constructed as to require the Provider to obtain insurance.
 - b) To the extent allowable by law, and without waiving any defense to sovereign immunity, Provider assumes full responsibility for acts of negligence or omissions of all its employees or agents and for those of its subcontractors and their employees. In addition, to the extent allowable by law, and without waiving any defense to sovereign immunity, Provider agrees to indemnify and hold harmless CAC and its employees and agents from and against all claims, damages, losses and expenses, including reasonable attorneys' fees arising out of any acts, omissions or negligence which may result in damage, including property damage, bodily injury, illness or death caused by Provider, its employees or by others for whose acts the Provider or its agents may be liable. Provider shall provide CAC with a copy of its current certificate of liability insurance (whether one or more policies) for any acts of omission, error and negligence.
3. *Amendment:* This Agreement may be amended only in writing signed or acknowledged by each party.
4. *No Assignment:* No assignment of this Agreement, in whole or in part, shall be made without the prior written consent of the non-assigning party, which consent shall not be unreasonably withheld.
5. *Independent Contractor:* This agreement shall not create a partnership, joint venture, or create a master-servant relationship between Provider, its employees or agents, and CAC. Provider and CAC shall at all times remain independent contractors. Each party assumes all responsibility for its employee's compensation and benefits, tax withholding and payment, and general liability, workers compensation and unemployment insurances and premiums. Neither party shall have no authority to bind or make commitments on behalf of the other for any purpose whatsoever and shall not hold itself out as having such authority.
6. *Confidentiality:*
 - a) "Confidential Information," as used in this and other Agreement documents, is all information regarding participants obtained by Provider or the Council, their agents and employees.
 - b) Both parties agree that any anecdotal report, compilation or summary of confidential information shall not be itself confidential information if individuals and households are not identifiable by name, social security number, street address, employer or any other means, and if anecdotal reports use fictitious identifiers.
 - c) Both parties agree that all confidential information shall be restricted to the use of only those employees and agents necessary to affect the purpose of this Agreement and for no other purposes. No other employers, agents, or entities shall have access to confidential information, and neither party shall not give, sell or otherwise allow access to confidential information to any individual, firm, partnership, corporation, agency, or other entity.

- d) Both parties agree that all confidential information which is not necessary to affect the purpose of this contract shall be returned to the Council, destroyed, rendered unusable, or otherwise purged from Provider's records.
 - e) Both parties acknowledge that the Council will act in reliance upon the confidentiality provisions of the Agreement in allowing Provider access to confidential information or in furnishing confidential information to Provider.
7. *Remedies:* In the event either party breaches any material provision of this Agreement, or either party terminates this Agreement for cause, the other party shall be entitled to any and all rights or remedies provided by law, equity, statute, or any agreement between the parties or otherwise, not including the recovery of attorney fees.
 8. *State Law Governing Agreement; Consent to Jurisdiction:* This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Kentucky, without regard to its principles of conflicts of laws. The site of any legal actions between the parties shall be held in state and/or federal court in Lexington, Fayette County, Kentucky.
 9. *Authority:* The individuals executing this contract warrant that each is duly authorized to enter into this agreement on behalf of their respective entities.
 10. *Entire Agreement:* This is the entire agreement between the parties. It replaces and supersedes any and all oral agreements between the parties, as well as any prior writings. Modifications and amendments to this agreement, including any exhibit or appendix, shall be enforceable only if they are in writing and are signed by authorized representatives of both parties.

Provider must submit proof of the following documentation to CAC prior to execution of the Agreement: 1) Building Occupancy Permit; 2) STARS Certification; 3) License to Operate a Child Development Center; 4) Current Fire Marshall Inspection; 5) Required Criminal Record Checks a previously stated.

For: COMMUNITY ACTION COUNCIL FOR LEXINGTON-FAYETTE, BOURBON HARRISON AND NICHOLAS COUNTIES, INC.



 Jessica Coffie, Director of Child Development

9/18/24

 Date



 Steven Gravitt, Chief Financial Officer

9/18/24

 Date



 Sharon Price, Executive Director

09.19.24

 Date

For: Lexington-Fayette Urban County Government

 Linda Gorton, Authorized Representative

 Date

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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. 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.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement 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 statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature

Title

Organization

<https://www.acf.hhs.gov/grants/certification-regarding-lobbying>

MEMORANDUM

DATE: September 10, 2024

TO: Strategic Leadership Group (via email)

FROM: Steven Gravitt, CCAP
Chief Financial Officer

Copy: FISCAL (via email)

RE: Out of office September 11, 2024 – September 18, 2024

I will be out of the office September 11, 2024 – September 18, 2024

Paris Dailey, Assistant Controller is authorized to exercise the function and authority of the Chief Financial Officer as established by the Board of Directors and in the best interest of Community Action Council.

Copies of the memorandum should be attached to any funding sources reports, contracts or other documents that have a legal character to confirm that he has been authorized to act on my behalf.



Steven Gravitt, CCAP
Chief Financial Officer
Community Action Council
P.O. Box 11610
Lexington, KY 40576
Office: 859.244.2240
steven.gravitt@commaction.org



Search in Menu



LFUCG Budget Amendment Request Form

Requester: Moore,Celia E Date: 09/23/2024 Status: Pending Approval Amend Nbr: 13287

Business Unit: LFUCG Journal Date: 09/23/2024 Budget Period: 2025 Bid: Admin Review:

Personnel, Operating & Capital Accounts Personalize | Find | View 3 | First 1-8 of 8 Last

Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID
1 3190	606404	0001	63111	Civil Service Salaries	33,235.24	059240	059223	
2 3190	606404	0001	63511	Pension Contributions	6,550.67	059240	059223	
3 3190	606404	0001	63615	BP - UCG	3,223.53	059240	059223	
4 3190	606404	0001	63621	FICA	2,266.64	059240	059223	
5 3190	606404	0001	63622	Unemployment Insurance	14.62	059240	059223	
6 3190	606404	0001	63624	Medicare Expense	530.10	059240	059223	
7 3190	606404	0001	63625	Other Voluntary Benefits-UCG	100.00	059240	059223	
8 3190	606404	0001	75101	Operating Supplies and Expense	15,884.00	059240	059223	

Revenue Accounts Personalize | Find | View All | First 1-2 of 2 Last

Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID
1 3190	606404	0001	44010	Intergovernmental - Federal	49,443.84	059240	059223	
2 3190	606404	0001	45911	Transfer From General Service	12,360.96	059240	059223	

▶ **Project/Grant Revenue**

▶ **Project/Grant Expenditures**

Comments:

To establish grant budget for HEAD_ST_2025

Net Amend Amt: 0.00

Submit for Approval

Save

Add

RESOLUTION NO. _____-2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO ACCEPT AN AWARD FROM THE COMMUNITY ACTION COUNCIL FOR LEXINGTON-FAYETTE, BOURBON, HARRISON, AND NICHOLAS COUNTIES, INC., WHICH GRANT FUNDS ARE IN THE AMOUNT OF \$49,443.84 IN FEDERAL FUNDS FOR THE PROVISION OF EARLY CHILDHOOD CARE AND EDUCATION SERVICES UNDER THE EARLY HEAD START PROGRAM AT THE FAMILY CARE CENTER FOR FY 2025, THE ACCEPTANCE OF WHICH OBLIGATES THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF \$12,360.96 AS A LOCAL MATCH, AND AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to accept a grant from the Community Action Council for Lexington-Fayette, Bourbon, Harrison, and Nicholas Counties, Inc., which grant funds are in the amount of \$49,443.84 in Federal funds for the provision of early childhood care and education services under the Early Head Start Program at the Family Care Center for FY 2025, the acceptance of which obligates the Lexington-Fayette Urban County Government to the expenditure of \$12,360.96 as a local match.

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

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

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

RESOLUTION NO. 530 -2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO ACCEPT AN AWARD FROM THE COMMUNITY ACTION COUNCIL FOR LEXINGTON-FAYETTE, BOURBON, HARRISON, AND NICHOLAS COUNTIES, INC., WHICH GRANT FUNDS ARE IN THE AMOUNT OF \$49,443.84 IN FEDERAL FUNDS FOR THE PROVISION OF EARLY CHILDHOOD CARE AND EDUCATION SERVICES UNDER THE EARLY HEAD START PROGRAM AT THE FAMILY CARE CENTER FOR FY 2025, THE ACCEPTANCE OF WHICH OBLIGATES THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF \$12,360.96 AS A LOCAL MATCH, AND AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to accept a grant from the Community Action Council for Lexington-Fayette, Bourbon, Harrison, and Nicholas Counties, Inc., which grant funds are in the amount of \$49,443.84 in Federal funds for the provision of early childhood care and education services under the Early Head Start Program at the Family Care Center for FY 2025, the acceptance of which obligates the Lexington-Fayette Urban County Government to the expenditure of \$12,360.96 as a local match.

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

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

PASSED URBAN COUNTY COUNCIL:

October 24, 2024



MAYOR

ATTEST:



CLERK OF URBAN COUNTY COUNCIL

0982-24:TAH:4878-8250-4940, v. 1



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0983-24

File ID: 0983-24

Type: Resolution

Status: Approved

Version: 1

Contract #: 290-2024

In Control: Urban County Council

File Created: 09/23/2024

File Name: Approval Request for Non-Disclosure Agreement

Final Action: 10/24/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Non-Disclosure Agreement with Nick Loflin, for information analysis for economic impacts. [Div. of Fire and Emergency Services, Wells]

Notes: In office 10/21/2024. MS

Stamped and filed in the CCO. Returned to Dawn via scans 10/25/2024. MS

Sponsors:

Enactment Date: 10/24/2024

Attachments: Bluesheet_Letter of Agreement_09.23.2024, LFUCG NDA for Loflin - Signed, 983-24 nda 4864-8738-7113 v.1.doc, R-531-2024

Enactment Number: R-531-2024

Deed #:

Hearing Date:

Drafter: Dawn Morris

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	10/08/2024	Approved and Referred to Docket	Urban County Council	10/10/2024		Pass
1	Urban County Council	10/10/2024	Received First Reading	Urban County Council	10/24/2024		
1	Urban County Council	10/24/2024	Approved				Pass

Text of Legislative File 0983-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Non-Disclosure Agreement with Nick Loflin, for information analysis for economic impacts. [Div. of Fire and Emergency Services, Wells]

Summary

Authorization to execute a Non-Disclosure Agreement (NDA) with Nick Loflin. This Agreement permits Mr. Loflin to access data related to the div.'s historical emergency response, census information, and property valuations for the purpose of analyzing future economic impacts of asset placement. The term of the Agreement is from August 5, 2024, to August 5, 2025. No Budgetary impact. (L0983-24) (Wells/Armstrong)

Budgetary Implications [select]: No

Advance Document Review:

Law: {Yes, Completed by [Michael Sanner, 05/20/2024]}

Fully Budgeted [select]: NA

Account Number:

This Fiscal Year Impact: \$

Annual Impact: \$

Project:

Activity:

Budget Reference:

Current Balance:



MEMORANDUM

TO: Linda Gorton, Mayor
Urban County Council

FROM: Jason Wells, Fire Chief
Division of Fire and Emergency Services

DATE: September 23, 2024

RE: Approval Request for Non-Disclosure Agreement

Request: The Division of Fire and Emergency Services requests authorization for the Mayor or a designee, on behalf of the Urban County Government, to execute a Non-Disclosure Agreement (NDA) with Nick Loflin. This agreement permits Mr. Loflin to access data related to the division's historical emergency response, census information, and property valuations for the purpose of analyzing future economic impacts of asset placement. The term of the agreement is from August 5, 2024, to August 5, 2025.

Purpose of Request: The NDA formalizes the terms under which Mr. Loflin will use the provided data for analysis and economic forecasting. The agreement ensures that the data is used solely for the intended purpose and outlines conditions for its handling.

Cost in this Budget year and future budget years: There is no anticipated cost for the current or future budget years associated with this agreement.

Are the funds budgeted? N/A

Advance Document Review:

Law: Yes, Completed by Michael Sanner, 05/20/2024

File Number:

Director/Commissioner: Wells/Armstrong

If you have questions or need additional information, please contact Dawn Morris at 859-231-5649.

NON-DISCLOSURE AGREEMENT

This non-disclosure agreement is entered into August 5, 2024 between Lexington-Fayette Urban County Government on behalf of the Division of Fire and Emergency Services, ("Owner") and Nick Loflin, ("Contractor").

Owner has agreed to provide Contractor with Confidential Information for the purpose of analyzing the Owner's historical emergency response data as well as its relationship to census and property valuation data for determining future economic impact of asset placement.

Confidential Information means all information relating to but not limited to NFIRS reports and their contents, unit response times, EMS response data, and property valuations that are released to Contractor.

Contractor agrees and understands that Confidential Information developed or obtained by Owner is a valuable, special, and unique asset for the purpose of public safety and agrees to protect said Confidential Information released to it from Owner as follows:

Contractor will not disclose any Confidential Information to any person or entity without prior written consent of Owner.

Contractor will not copy or modify any Confidential Information without prior written consent of Owner.

Contractor will immediately notify Owner of any possible unauthorized disclosure, use or breach of Confidential Information.

Upon written request of Owner, Contractor shall return all material containing Confidential Information. Contractor shall deliver to Owner a signed written statement that all Confidential Information has been returned within five business of receipt of return request.

Contractor acknowledges that Confidential Information is provided "AS IS" for the specific purpose of data analysis and economic forecasting. Owner makes no warranties, express or implied with respect to Confidential Information and hereby expressly disclaims any and all implied warranties of merchantability and fitness for a particular purpose. In no event shall Owner be liable for any direct, indirect, special or consequential damages in connection with or arising out of Contractor's use of Confidential Information.

Contractor acknowledges Owner retains ownership of Confidential Information and Contractor's use of Confidential Information is only for data analysis and economic forecasting that is to be provided to the Owner.

Contractor agrees to keep Confidential Information confidential for five years after this agreement expires.

The term of this agreement is from the date signed until August 5, 2025.

This constitutes the full agreement between the parties and shall only be amended by written agreement.

This agreement shall not be assigned to any third party by Contractor without prior written permission from Owner.

Linda Gorton: Mayor, Lexington-Fayette Urban County Government
Owner

Date

Julian Nicholas Loflin 

09.18.24
Date

Contractor

RESOLUTION NO. ____-2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A NON-DISCLOSURE AGREEMENT WITH NICK LOFLIN, FOR INFORMATION ANALYSIS FOR ECONOMIC IMPACTS.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Non-Disclosure Agreement, which is attached hereto and incorporated herein by reference, with Nick Loflin for information analysis for economic impacts.

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

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
983-24:MRS: 4864-8738-7113, v. 1

RESOLUTION NO. 531 -2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A NON-DISCLOSURE AGREEMENT WITH NICK LOFLIN, FOR INFORMATION ANALYSIS FOR ECONOMIC IMPACTS.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Non-Disclosure Agreement, which is attached hereto and incorporated herein by reference, with Nick Loflin for information analysis for economic impacts.

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

PASSED URBAN COUNTY COUNCIL: October 24, 2024



MAYOR

ATTEST:



CLERK OF URBAN COUNTY COUNCIL

983-24:MRS: 4864-8738-7113, v. 1



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0986-24

File ID: 0986-24

Type: Resolution

Status: Approved

Version: 1

Contract #:

In Control: Urban County Council

File Created: 09/24/2024

File Name: Clearspan Fabric Agreement

Final Action: 10/24/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement with Clearspan Fabric Structures, for fabric replacement at a cost not to exceed \$109,574.68. [Div. of Waste Management, Howard]

Notes:

Sponsors:

Enactment Date: 10/24/2024

Attachments: Clearspan Bluesheet 9-23-24 MRF Recover TFS, LFUCG Service Agreement as of 09-19-2024, 986-24 clearspan 4883-8271-7675 v.1.doc, R-532-2024

Enactment Number: R-532-2024

Deed #:

Hearing Date:

Drafter: Mason Coffey

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	10/08/2024	Approved and Referred to Docket	Urban County Council	10/10/2024		Pass
1	Urban County Council	10/10/2024	Received First Reading	Urban County Council	10/24/2024		
1	Urban County Council	10/24/2024	Approved				Pass

Text of Legislative File 0986-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement with Clearspan Fabric Structures, for fabric replacement at a cost not to exceed \$109,574.68. [Div. of Waste Management, Howard]

Summary

Authorization to enter into an Agreement with Clearspan Fabric Structures, utilizing Sourcewell Contract No. 071223-CSS, to replace the fabric on the Tension Fabric Structure

(IFS) at the Material Recovery Facility for a cost of \$109,574.68. Funds are Budgeted.

(L0986-24) (Howard/Albright)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: { Select **Yes/No**, Completed by Michael R. Sanner, 9/17/2024}

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

Fully Budgeted [select]: **Yes**

Account Number: 1115-303505-3571-96458

This Fiscal Year Impact: \$109,574.68

Annual Impact: \$

Project:

Activity:

Budget Reference:

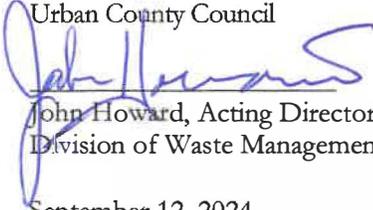
Current Balance: \$150,000.00

Pricing is through mutual Agreement with Sourcewell. Lexington-Fayette Urban County Government has an account with Sourcewell, #45743. Clearspan Fabric Structures has a Contract with Sourcewell, #071223-CSS.



MEMORANDUM

TO: Mayor Linda Gorton
Urban County Council

FROM: 
John Howard, Acting Director
Division of Waste Management

DATE: September 12, 2024

SUBJECT: Request Council Authorization to Execute a Service Agreement with Clearspan Fabric Structures to Perform the Services Required to Replace the Fabric on the Tension Fabric Structure at the Materials Recovery Facility (LEX-MRF)

Request: The purpose of this memorandum is to request approval to enter into an agreement with Clearspan Fabric Structures to replace the fabric on the Tension Fabric Structure (TFS) at the Materials Recovery Facility. This agreement would allow the division to replace the current fabric that has required continuous repair.

Authorization to: Approve service agreement with Clearspan Fabric Structures to replace the fabric of the Tension Fabric Structure at the Materials Recovery Facility

Why are you requesting? The Tension Fabric Structure (TFS) at the Materials Recovery Facility is used to store recycling products until they are loaded into the drum feeder for processing. It is crucial that the material stays dry to prevent it from becoming lodged in the equipment that would result in significant downtime. The current fabric on the TFS has been repaired numerous times and the sections that are over the beams show increased signs of degradation.

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

This budget year: 1115-303505-3571-96458 - \$109,574.68

Pricing is through mutual agreement with Sourcewell. Lexington-Fayette Urban County Government has an account with Sourcewell, #45743.

Clearspan Fabric Structures has a contract with Sourcewell, #071223-CSS.

Are the funds budgeted? Yes

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

Account Number: 1115-303505-3571-96458



SERVICE AGREEMENT

This SERVICE AGREEMENT is made this 26th day of August, 2024, by and between LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, with its principal place of business located at 200 East Main Street, Lexington, KY 40507 (the “Customer”), and CLEARSPAN FABRIC STRUCTURES INTERNATIONAL, INC., a Connecticut corporation with its place of business located at 703 Hebron Avenue, Glastonbury, Connecticut 06033 (“Clearspan”).

Customer has requested Clearspan to perform certain services for it, which services Clearspan has agreed to perform.

NOW, THEREFORE, in consideration of the foregoing Customer and Clearspan agree as follows:

1. Scope of Services. Clearspan agrees to perform the services for Customer set forth on the attached Exhibit A (the “Services”).

2. Compensation. Customer shall pay Clearspan for the Services as set forth on Exhibit A.

3. Period Of Service.

A. Clearspan shall begin work on the Services on the date specified on Exhibit A and shall complete the Services within the period, if any, specified on Exhibit A. In no event shall the dates set forth on Exhibit A, for the performance of the Services be considered as falling within the meaning of “time is of the essence”.

B. The performance by Clearspan of the Services is contingent upon Clearspan’s ability to obtain supplies, materials, equipment, the services of personnel, whether of its own employees, of subcontracted labor or of other providers, transportation and energy and other items necessary to perform those Services through its regular and usual sources of supply at a cost to Clearspan which is materially the same as of the date first set forth above. If by reason or any contingency beyond Clearspan’s control, including without limitation war, fire, flood, weather conditions, casualty, accident or other acts of God, strikes or other difficulties with employees, subcontractors or other service providers, delay or inability to obtain supplies, labor, equipment, materials and services through Clearspan’s usual sources, failure or refusal of any carrier to transport materials or delay in the transport thereof or epidemic, pandemic or outbreak of disease,

and their respective side effects (each a “Force Majeure Event”), Clearspan is not able to perform the Services as contemplated by this Agreement or its cost to perform such Services is materially greater than as of the date first set forth above, then Clearspan may, in its sole discretion by notice to Customer, postpone the performance of the Services to a time which is reasonable under all of the circumstances. The compensation for the Services set forth on Exhibit A has been determined based on the prices for those Services as of the date first set forth above. The parties acknowledge that Clearspan’s costs for the performance of such Services may be volatile and subject to sudden increases in expense. Clearspan endeavors to use commercially reasonable efforts to obtain advantageous pricing for the performance of the Services contemplated by this Agreement. Customer agrees that Clearspan shall have the right to equitably increase the compensation for the Services set forth on Exhibit A in the event the price to it for supplies, materials, equipment, the services of personnel, whether of its own employees, of subcontracted labor or other providers, transportation, energy or other items required to perform the Services are materially increased by the provider of such goods, commodities or services. Clearspan shall provide Customer written notice of any such increase whereupon the Customer shall, within fifteen (15) days, notify Clearspan in writing of its election to either: (i) agree to pay the new compensation specified by Clearspan or (ii) cancel the performance of the Services. A failure by Customer to timely notify Clearspan of its election pursuant to the immediately preceding sentence shall be deemed Customer’s election to agree to pay the new compensation specified by Clearspan. A cancellation of the performance of the Services in its entirety by Customer pursuant to this Section 3.B shall relieve Clearspan and Customer from all further liability with respect to those Services. If the performance of the Services shall be cancelled by the Customer in accordance with this Section 3.B, then the Customer shall pay to Clearspan on demand for any Services performed by Clearspan prior to said termination.

4. Relationship of the Parties. The relationship between the parties shall be that of independent contractor, limited to the performance of Services as set forth in this Agreement and shall not constitute a joint venture, partnership or an employer-employee relationship. Neither party may obligate the other to any expense or liability outside of this Agreement except upon written consent of the other.

5. Compliance with Laws, Regulations, Permitting, and Licensing Requirements. It shall be the Customer’s sole and exclusive responsibility to procure and maintain at its own cost and expense all permits, licenses and authorizations required by applicable law and regulation for the performance of the Services by Clearspan. To the extent allowable by law customer shall indemnify and hold Clearspan harmless with respect to all claims, defense costs, including reasonable attorneys’ fees, damages and other liabilities arising out of or in any way related to the failure by Customer to procure and maintain said permits, licenses and authorizations. This shall not be deemed a waiver of sovereign immunity or any third-party defense available to Customer.

6. Utilities. Customer shall provide Clearspan with access to all utilities necessary for the performance of the Services to the extent the same are to be performed at a location other than that of Clearspan.

7. General.

A. This Agreement constitutes the complete and final agreement of Clearspan and Customer concerning the Services, supersedes all prior communications, negotiations and agreements between Clearspan and Customer concerning the Services and may not be amended, modified or altered, other than as contemplated herein, except in a writing executed by Clearspan and the Customer.

B. No right or interest arising from this Agreement shall be assigned by the Customer and no delegation of any obligation owed by the Customer shall be made without the prior written consent of Clearspan.

C. The individual rights and remedies of Clearspan reserved herein shall be cumulative and additional to any other or further remedies provided in law or equity. Waiver by Clearspan of performance or inaction with respect to the Customer's breach of any provision hereof, or failure of Clearspan to enforce any provisions hereof which may establish a defense or limitation of liability, shall not be deemed a waiver of future compliance therewith or a course of performance modifying such provision, and such provision shall remain in full force and effect as written.

D. Any notice required, or which may be given under this Agreement shall be in writing and either delivered personally, sent by overnight courier or mailed by certified mail, return receipt requested, to the addressee. Such notice shall be deemed given when so delivered, personally, or if sent by overnight courier, one (1) business day after the date so sent, or if mailed by certified mail, three (3) business days after the date of mailing. Notices shall be sent to the address of the addressee stated in this Agreement or to such other address as any addressee shall request by written notice.

E. Choice of Law shall be the Commonwealth of Kentucky and venue shall be a court of competent jurisdiction in Fayette County Kentucky.

CLEARSPAN FABRIC STRUCTURES
INTERNATIONAL, INC.

LEXINGTON- FAYETTE URBAN COUNTY
GOVERNMENT

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

G:\Client\ENGISE\CLEARSPAN\FORMS\Miscellaneous\Service\Service Agreement.Red.2022.03.30.docx

EXHIBIT A

SCOPE OF SERVICES: Clearspan shall provide all the labor, materials and equipment to remove Two (2) Roof Covers on an existing 85 x 120 Truss Building and replace them with Eight (8) Keder-to –Keder roof covers. Clearspan shall also remove One (1) End Wall Cover and replace it with One (1) new end wall cover.

COMPENSATION: One Hundred Nine Thousand Five Hundred and Seventy-Four Dollars and Sixty-Eight Cents (\$109,574.68)

PERIOD OF SERVICE: To be Determined.

OTHER TERMS: No Modifications are to be made to the existing metal clad structure by our crew. It will be the owner's responsibility to remove any steel to accommodate any flashing materials. The owners shall make sure the working area around the inside and outside of the building is clear of any obstructions, material, ect .A minimum of a 10 (Ten) Foot path down the center of the building interior for a man lift to drive in and out of the building freely and sufficient room on site to unload and stage materials so that Clearspan has access to perform the scope of work.

RESOLUTION NO. ____-2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH CLEARSPAN FABRIC STRUCTURES, FOR FABRIC REPLACEMENT AT A COST NOT TO EXCEED \$109,574.68.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Agreement, which is attached hereto and incorporated herein by reference, with Clearspan Fabric Structures., for fabric replacement.

Section 2 - That an amount, not to exceed the sum of \$109,574.68, be and hereby is approved for payment to Clearspan Fabric Structures, Inc., from account #1115-303505-96458

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

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
986-24:MRS: 4883-8271-7675, v. 1

RESOLUTION NO. 532-2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH CLEARSPAN FABRIC STRUCTURES, FOR FABRIC REPACEMENT AT A COST NOT TO EXCEED \$109,574.68.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Agreement, which is attached hereto and incorporated herein by reference, with Clearspan Fabric Structures., for fabric replacement.

Section 2 - That an amount, not to exceed the sum of \$109,574.68, be and hereby is approved for payment to Clearspan Fabric Structures, Inc., from account #1115-303505-96458

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

PASSED URBAN COUNTY COUNCIL: October 24, 2024



MAYOR

ATTEST:



CLERK OF URBAN COUNTY COUNCIL

986-24:MRS: 4883-8271-7675, v. 1