

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507



Docket

Tuesday, September 21, 2021

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. **[0943-21](#)** Table of Motions: Council Work Session, September 14, 2021
Attachments: [ws motions 9 14 21](#)
- IV. **Budget Amendments**
- V. **New Business**
- VI. **Continuing Business/ Presentations**
 - a. **[0944-21](#)** Neighborhood Development Funds: September 21, 2021
Attachments: [NDF List 9 21 21](#)
 - b. **[0938-21](#)** Committee Summary: Planning & Public Safety, August 10, 2021
Attachments: [08-10-2021 PPS Summary and Motions](#)
 - c. **[0945-21](#)** Presentation: Life Cycle of an ARPA Project; By: Erin Hensley, Finance Commissioner
Attachments: [9-21-21 Work Session - FY2022 Life Cycle of ARPA Project](#)
- VII. **Council Reports**
- VIII. **Mayor's Report**
- IX. **Public Comment - Issues Not on Agenda**
- X. **Adjournment**

Administrative Synopsis - New Business Items

- a** **0904-21** Authorization execute a memorandum of understanding with Bluegrass Disc Golf Association to formalize the partnership between Bluegrass Disc Golf Association (BGDG) and LFUCG Division of Parks and Recreation that provides volunteer maintenance services to Lexington's disc golf courses. The MOU provides the ability for BGDG to raise financial support by holding disc golf tournaments at no cost. No budgetary impact. (L0904-21) (Conrad/Ford)
- Attachments:** [BGDG MOU memo](#)
 [BGDG MOU](#)
- b** **0915-21** Authorization to accept a donation in the amount of \$1,500 from Charter Communications for the Black & Williams Neighborhood Reading Room. Charter Communications is making this donation in order to properly outfit their already donated Chromebooks in the Reading Room at the Black & Williams Neighborhood Reading Room with Google licensing software. Budget amendment in progress. (L0915-21) (Sanders/Allen-Bryant)
- Attachments:** [0915-21 Bluesheet Memo B&W Reading Room Charter Donation](#)
 [Charter Google Licenses Donation letter 8.23.21](#)
 [00738187.DOCX](#)
- c** **0930-21** Authorization to execute an agreement with the Lexington-Fayette County Health Department in the amount of \$261,000 for the First Responders and Community Partners Overdose Prevention Project funded under the U.S. Department of Health and Human Services First Responders - Comprehensive Addiction and Recovery Act Grant Program. Funds are budgeted. (L0930-21) (Baker/Allen-Bryant)
- Attachments:** [21-bluesheet memo LFCHD](#)
 [BA 11249](#)
 [Year 4 LFCHD contract to provide naloxone-Unsigned](#)
 [00738159.DOCX](#)
- d** **0931-21** Authorization to execute agreement in the amount of \$102,109 with the University of Kentucky Research Foundation (UKRF) for the provision of evaluation services for Year 4 of the First Responders and Community Partners Overdose Prevention Project funded under the U.S. Department of Health and Human Services First Responders - Comprehensive Addiction and Recovery Act Grant Program. Funds are budgeted. (L0931-21) (Baker/Allen-Bryant)
- Attachments:** [21 - Bluesheet Memo UKRF](#)
 [BA 11249](#)
 [Year 4 UKRF SAMHSA Grant contract for evaluation-Unsigned](#)

- e **0932-21** Authorization to approve a five (5) year maintenance agreement for the Division of Community Corrections with JailTracker for the annual maintenance to the inmate information management system. JailTracker is a sole source due to the proprietary nature of the software. LFCUG has worked with JailTracker to negotiate a reduced maintenance cost for the 5 years. FY2022 impact is \$100,836.01. Funds are budgeted. (L0932-21) (Farmer/Armstrong)

Attachments: [JailTracker - Fayette County KY - 5 year maintenance quote.pdf](#)
[Memo Reuqesting Approval JailTracker Maintenance.pdf](#)



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 0943-21

File ID: 0943-21

Type: Summary

Status: Agenda Ready

Version: 1

Contract #:

In Control: Council Office

File Created: 09/16/2021

File Name: ws motions 9 14 21

Final Action:

Title: Table of Motions: Council Work Session, September 14, 2021

Notes:

Sponsors:

Enactment Date:

Attachments: ws motions 9 14 21

Enactment Number:

Deed #:

Hearing Date:

Drafter:

Effective Date:

Related Files:

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 0943-21

Title

Table of Motions: Council Work Session, September 14, 2021

**URBAN COUNTY COUNCIL
WORK SESSION
TABLE OF MOTIONS
September 14, 2021**

Mayor Gorton called the meeting to order at 3:00pm. Council Members Kay, Moloney, Ellinger, J. Brown, McCurn, LeGris, Lamb, Sheehan, Kloiber, F. Brown, Baxter, Reynolds and Plomin were present. Council Members Bledsoe and Worley were absent.

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

Motion by Kay to the September 16, 2021 Council meeting docket. Seconded by Ellinger. Motion passed without dissent.

Motion by McCurn to place on the Council Meeting docket for Thursday, September 16, 2021, a Resolution authorizing the Mayor to submit two applications to the Kentucky Transportation Cabinet and the Lexington Area Metropolitan Planning Organization (MPO), seeking grant funds in the amount of \$2,920,000.00 in federal funds under the Transportation Alternatives Program (TAP) for the Alumni Drive Shared Use Path Project and the Citation Trail Phase 2 Project.). Seconded by Ellinger. Motion passed without dissent.

- III. Approval of Summary

Motion by Plomin to approve the August 31, 2021 work session summary. Seconded by Kay. Motion passed without dissent.

- IV. Budget Amendments

Motion by Kay to approve budget amendments. Seconded by Lamb. Motion passed without dissent.

- V. New Business

Motion by Plomin to approve new business. Seconded by Sheehan. Motion passed without dissent as amended with the exception of one no vote on items Q, R, U and V. Moloney voted no on items Q, R, U and V.

Motion by J. Brown to remove item O from new business. Seconded by McCurn. Motion passed without dissent.

- VI. Continuing Business/Presentations

Council Member Lamb provided a summary of the August 17, 2021 General Government & Social Services Committee meeting.

Motion by Lamb to draft the relevant ordinance to amend Section 12-2(c)(4) to provide an exception for native plantings, cultivated for the purpose of intentional naturalization from the prohibition on excessive growth of weeds, grass and other vegetation as a nuisance (as approved at the August 17, 2021 General Government & Social Services Committee meeting). Seconded by Sheehan. Motion passed without dissent.

There were no other motions to report from the meeting.

VII. Council Reports

VIII. Mayor's Report

Motion by Ellinger to approve the Mayor's Report. Seconded by Plomin. Motion passed without dissent.

IX. Public Comment – Issues Not on Agenda

X. Adjournment

Motion by Kay to adjourn at 4:53pm. Seconded by LeGris. Motion passed without dissent.

SAM, 9/15/21



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0944-21

File ID: 0944-21

Type: Agenda Item

Status: Agenda Ready

Version: 1

Contract #:

In Control: Council Office

File Created: 09/16/2021

File Name: 9 21 21 ndf

Final Action:

Title: Neighborhood Development Funds: September 21, 2021

Notes:

Sponsors:

Enactment Date:

Attachments: NDF List 9 21 21

Enactment Number:

Deed #:

Hearing Date:

Drafter:

Effective Date:

Related Files:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File 0944-21

Title

Neighborhood Development Funds: September 21, 2021

..Summary

Organization:

East End Community Development Corp.
369 Bassett Avenue
Lexington, KY 40505
Billie Mallory

Purpose:

To assist with ongoing expenses.

Amount:

\$300.00

Organization:

KY Veterans Hall of Fame, Inc.
PO Box 1446
Lexington, KY 40509
H.B. Deatherage

Purpose:

To assist with their annual induction dinner.

Amount:

\$650.00

**Neighborhood Development Funds
September 21, 2021
Work Session**

Amount	Recipient	Purpose
\$ 300.00	East End Community Development Corp. Billie Mallory 369 Bassett Avenue Lexington, KY 40502	To assist with ongoing expenses.
\$ 650.00	KY Veterans Hall of Fame, Inc. H.B. Deatherage PO Box 1446 Florence, KY 41022-1446	To assist with their annual induction dinner.



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 0938-21

File ID: 0938-21

Type: Summary

Status: Agenda Ready

Version: 1

Contract #:

In Control: Council Office

File Created: 09/15/2021

File Name: Zoning Ordinance Approval of August 10, 2021
Committee Summary Text for Home-based
Businesses

Final Action:

Title: Committee Summary: Planning & Public Safety, August 10, 2021

Notes:

Sponsors:

Enactment Date:

Attachments: 08-10-2021 PPS Summary and Motions

Enactment Number:

Deed #:

Hearing Date:

Drafter:

Effective Date:

Related Files:

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 0938-21

Title

Committee Summary: Planning & Public Safety, August 10, 2021



Planning and Public Safety Committee Meeting

August 10, 2021

Summary and Motions

Chair J. Brown called the meeting to order at 1:03 p.m. Committee Members Ellinger, McCurn, Lamb, Kloiber, Worley, Baxter, Bledsoe, and Reynolds, were in attendance. Committee Member Plomin was absent. Vice-Mayor Kay and Council Members Moloney, LeGris, Sheehan, and F. Brown were in attendance as non-voting members.

I. Approval of July 6, 2021 Committee Summary

Motion by Bledsoe to approve the July 6, 2021 Planning and Public Safety Committee Summary. Seconded by Ellinger. The motion passed without dissent.

II. Infill & Redevelopment Committee Recommendation

Vice-Mayor Kay explained that there is an analysis of the current Comprehensive Plan included in the packet which pulled out phrases or indirect references to “context sensitivity”. The reason this is being brought forward, he said, is because the Infill & Redevelopment Committee had an extensive discussion about the way in which this currently functions, especially when it comes to the way zone changes are presented to Council. There has been some interest in clarifying as much as possible what it means to be context sensitive and to allow for a change in a zone that respects context sensitivity so this is an attempt to work on increasing that clarity. He referenced 4 specific recommendations which pertain to encouraging the Planning staff to work toward providing more clarity in the next Comprehensive Plan, but there is no action requested at this time.

J. Brown asked what the next step would be for getting clarity on context sensitivity with regard to zone changes and James Duncan, Director of Planning, explained the process and he said the idea is that staff will review context sensitivity and this would get incorporated into the next Comprehensive Plan.

No further comment or action was taken on this item.

III. Comprehensive Plan Implementation Update

Motion was made by Lamb to suspend the rules and allow public comment on this item. Seconded by Bledsoe. Motion passed without dissent.

At this time, several members of the public provided comments regarding the ADU topic included in the *Comprehensive Plan Implementation Update*.

James Duncan, Director of Planning, provided a status update on initiatives that came out of the last Comprehensive Plan (2018). He began with a background that explained several Zoning Ordinance Text Amendments (ZOTAs) and Subdivision Regulation Amendments (SRAs) which were initiated by adoption of the Comprehensive Plan and explained that these amendments would enable more housing and would ensure that neighborhoods are protected and enhanced as new development occurs. He emphasized that this has been done with a great deal of transparency and public input. He highlighted a few of the changes

such as the de-regulation of the Zoning Ordinance to allow for multi-family housing in shopping centers; the unanimous recommendation by the Planning Commission to support Accessory Dwelling Units (ADUs) that would apply throughout the Urban Service Boundary; parking relief for qualified affordable housing developments; adjustment of the Floor Area Ratio (FAR); and elimination of parking minimums for all zones. To improve quality of life, he said, the width of sidewalks was increased and there were adjustments to street continuity for improved safety and access for public streets. Chris Woodall, Manager of Long-Range Planning, spoke about separate processes for ADUs and Street Patterns and Continuity which are both amendments to the ordinances and regulations, but have followed different paths. He explained that the ADUs had significant interest from the public and concerns were raised and addressed by the Planning Commission which led to a more involved process. The process for Street Patterns and Continuity received less public participation with no serious concerns raised and this allowed for a more streamlined process to implement. He spoke about the opposition tied to this initiative because of the Open Space ZOTA and said while the Street Patterns and Continuity and the Open Space ZOTA complement one another, each is not dependent on the other. Chris Taylor, Administrative Officer in Long-Range Planning, reviewed the four types of ADUs permitted: new construction, alteration of existing structure, addition to existing structure, and conversion of existing structure. He highlighted multiple community response efforts and public input sessions, most of which were received in 2018 and 2019. Based on the public input received regarding the initial proposed ordinance, he said, the Planning Commission made changes to the maximum occupancy limit; added a conditional use requirement for short-term rentals within ADUs; and there is an owner-occupancy requirement.

Kay asked why the setback of 1.5 FT for auxiliary buildings is the same setback requirement for ADUs. Taylor explained that originally for detached structures, the proposal was for a 3 FT setback, but the Planning Commission preferred to have the setback for a detached structure at a consistent 1.5 FT to avoid potential confusion especially when considering the conversion of an existing detached structures. Kay asked if the setback could be amended to 3 FT excluding detached structures and Taylor confirmed that with additional efforts, this can be done. Kay asked what happens when a property with an ADU on it is sold and Duncan explained that it would be connected to the deed so the subsequent property owner would be subjected to the same deed restrictions. He added that should the property owner choose to do so, the ADU could be removed and the deed restriction for the ADU could be removed as well.

Reynolds asked if a conditional use is required for ADUs to be rented. Duncan explained that a conditional use permit is required to allow for short-term rentals, but the property owner can rent the ADU without a conditional use permit. Reynolds asked about the process for doing to this and Duncan explained that they would request this through the Board of Adjustment and decisions are made on a case by case basis. Reynolds asked about the logistics of enforcing these regulations for dimensional aspects or life safety requirements (plumbing, electrical, etc.) and Duncan said this would be monitored by Division of Building Inspection, particularly when they issue the building permit and the Certificate of Occupancy. Reynolds expressed concern about not having a minimum requirement.

McCurn asked which type of ADU has generated the most negative feedback and Duncan explained that it has been the detached structure because currently most of the ADUs exist in homes with basements or attic spaces that have been converted so the physical impact is non-existent. McCurn asked if there has been any discussion to remove the detached structure from the proposal and Duncan said the intent is to provide a variety of options for the accessory unit because there are homes with no basement or attic space to be converted, but a detached garage could be converted and would be less expensive than building a new one. McCurn asked if the ADU could be sold as a separate parcel or if the home would have

to be sold with the ADU and Duncan explained that this proposal does not anticipate a subdivision of property.

Kloiber spoke about the design of ADUs and asked if there will be enforcement of context sensitivity applied to these structures for approval. Duncan explained that as context sensitivity is incorporated into new policy, he anticipates it would be addressed with detached structures just as with other structures that are built in the neighborhood. Kloiber asked if there would be a requirement for this to meet some type of connectivity to the neighborhood and Duncan explained that the design manual would be reviewed with the property owner and the neighborhood, especially if they are in areas where restrictions exist.

Sheehan asked about the plan for public input on ADUs because she wants to be sure the public is included in the conversation. J. Brown said he agrees it is important to have the public weigh in on this as we move forward.

For clarification, F. Brown asked if this would be a separate ordinance coming forward for ADUs in the ZOTA process without combining other issues and Duncan confirmed saying this is an update to the existing Zoning Ordinance in various single family residential zones, but it is focused on ADUs. F. Brown spoke about the 4 types of ADUs permitted and said the biggest concern is new construction with the 1.5 FT setback and said he does not see a reason for this provision. He suggested that Division of Planning review the item on new construction as this appears to be most controversial.

Ellinger and Duncan discussed that an apartment in a basement qualifies as an ADU when there is a full kitchen, full bathroom, and a sleeping area. Ellinger asked if all ADUs are required to have a pre-application conference and Duncan explained this would be addressed in the building or electrical permit process. Ellinger asked if a new address would be required and Duncan said it is not required, but a separate address could be created for the ADU and Taylor added that there are guidelines for addressing this in the design manual. Ellinger asked about ND-1 and H1 overlay and how that is different and Duncan confirmed that applicable built-in and government regulated design standards would apply to outside construction. When asked about owner-occupancy, Duncan confirmed that the owner is required to live in the principal structure or the ADU. Ellinger asked about renting out the ADU long-term, but not short-term and Duncan confirmed that the ADU could be built with the intention of renting it out and he pointed out that it does not have to be rented to a family member.

Moloney spoke about homes with unfinished basements that will eventually be finished with setups for bathroom and kitchen and he asked if Building Inspection identifies this as ADU since it has the capacity to be one. Duncan said that because ADUs are only permitted in the expansion area, the builder would not be declaring to Building Inspection that it will be an ADU. Moloney asked if a home that has a basement with a kitchen and bathroom would be considered an ADU. Duncan said they would not be called an ADU at this time, because those are currently not allowed and ADU implies there will be a sleeping room.

Baxter explained she has received a lot of feedback and many have reached out in opposition of the ADU proposal because it is a big change and because there has been misinformation. She asked how many neighborhoods would be excluded from having the opportunity to build an ADU based on deed restrictions or the HOA. Duncan said they do not have an accurate sense of how many HOA restrictions or deed restrictions there would be because that information is not shared. Baxter spoke about the need

to overcome obstacles such as financing and assessing appraisals for properties that include an ADU as well as deed restrictions on the property as we move forward.

Kloiber spoke about the Street Patterns and Continuity and Open Space ZOTA being independent, but working together and he asked if they would be presented to Council all together or piece-meal. Duncan explained that Street Patterns and Continuity has already been recommended by the Planning Commission, but they have not reviewed the Open Space ZOTA so that will be coming separately.

Moloney asked if there would be a limit to square footage of ADUs in basements and Duncan confirmed that the current requirement is that ADUs can be no more than 800 sq. ft., regardless of the amount of space available. Moloney expressed concern that basements converted to ADUs would be limited to 800 sq. ft.

J. Brown spoke about the ZOTAs having the intent to improve opportunities for increased housing and housing density. He asked about the impact of having ADUs in committee for so long. Duncan explained that there is significant community interest surrounding this item and he understand the desire to have this discussed in a format that would be accessible to the community. He said this was a housing option the senior citizen community and other members of the community have requested and it is also a way to add additional, incremental housing to the community without having to take up additional land. J. Brown asked if there is nothing that currently governs ADUs and if this is an attempt to have an intentional regulation put in place to regulate and enforce ADU standards. Duncan said in order to make ADUs as specific and described as possible, the Zoning Ordinance should be updated to address whether or not ADUs are permitted and what that process should be. J. Brown asked how deed restrictions work with enforcement when someone is in violation. Duncan said it would be a Zoning Enforcement issue and that process would be followed similar to other zoning violations. J. Brown asked if the ordinance could be amended to make all detached structures a conditional use or if that would have a negative impact on the effectiveness of ADUs. Duncan said research shows that having a barrier such as this one, would halt someone's desire to move forward in the process of getting an ADU. J. Brown suggested having a special meeting of this committee with all council members allowed to participate and including a public hearing component for further discussion on ADUs.

Worley expressed concern with making a committee meeting a Committee of the Whole (COW) and setting aside a single item from the traditional committee structure when a Work Session at the time the item is reported-out of committee will allow for full Council participation, but he stressed that he is not against moving this forward. Bledsoe said there could be an issue with having a meeting that allows for public comment and then not taking action at that same meeting because people who came to hear and participate in the discussion were not present when action was taken. Moloney spoke about questions asked today that were not answered and he asked if the public hearing would be for public input only without answering questions or providing clarification. J. Brown said the meeting could potentially be structured similar to a Zone Change Hearing with a review of Ordinance, addressing the changes that have been made since the original version and opening the floor for public input. Baxter said it would be helpful to have a one-page clear and concise information sheet to be shared with constituents. Worley said he is supportive of having this done similar to Zone Change Hearing with a notification process for public input. Kay spoke in favor of a having a Special Planning and Public Safety Committee meeting with all Council Members recognized to participate, allowing public comment at that time, and a review of the ordinance. Sheehan spoke about public education on this issue and asked if there is a web site the public could go to for this information. Woodall confirmed that imaginelexington.com/ADU will direct the public to more

information on ADUs. Lamb pointed out that this item will still be reported out at a Work Session and will follow the traditional process of having first and second readings at subsequent Council meetings.

No further comment or action was taken on this item.

IV. Sustainable Growth Study Update

Due to time constraints, this presentation was postponed to the September 21, 2021 Planning and Public Safety Committee agenda.

V. Items Referred to Committee

No further comment or action was taken on this item.

Motion by Baxter to adjourn at 2:34 p.m. Seconded by Kloiber. Motion passed without dissent.



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0945-21

File ID: 0945-21

Type: Agenda Item

Status: Agenda Ready

Version: 1

Contract #:

In Control: Council Office

File Created: 09/16/2021

File Name: Pres: ARPA Project Cycle

Final Action:

Title: Presentation: Life Cycle of an ARPA Project; By: Erin Hensley, Finance Commissioner

Notes:

Sponsors:

Enactment Date:

Attachments: 9-21-21 Work Session - FY2022 Life Cycle of ARPA Project

Enactment Number:

Deed #:

Hearing Date:

Drafter:

Effective Date:

Related Files:

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 0945-21

Title

Presentation: Life Cycle of an ARPA Project; By: Erin Hensley, Finance Commissioner

LIFE CYCLE OF AN ARPA PROJECT

Council Work Session

September 21, 2021



LEXINGTON

Life Cycle of an ARPA Project



LEXINGTON

ARPA State and Local Fiscal Recovery Funds Administration and Reporting Resources

Department of the Treasury Interim Final Rule



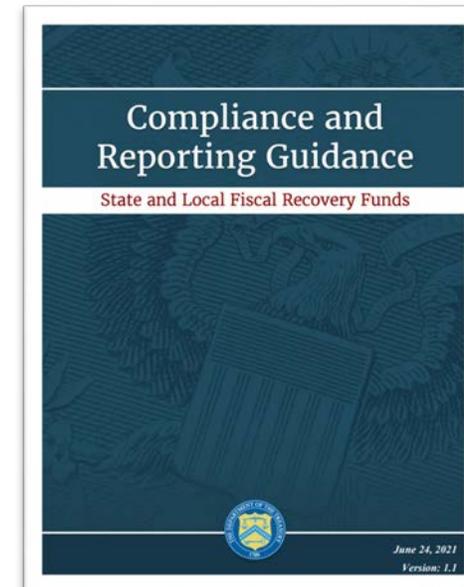
<https://www.govinfo.gov/content/pkg/FR-2021-05-17/pdf/2021-10283.pdf>

Frequently Asked Questions

Last updated – July 19, 2021

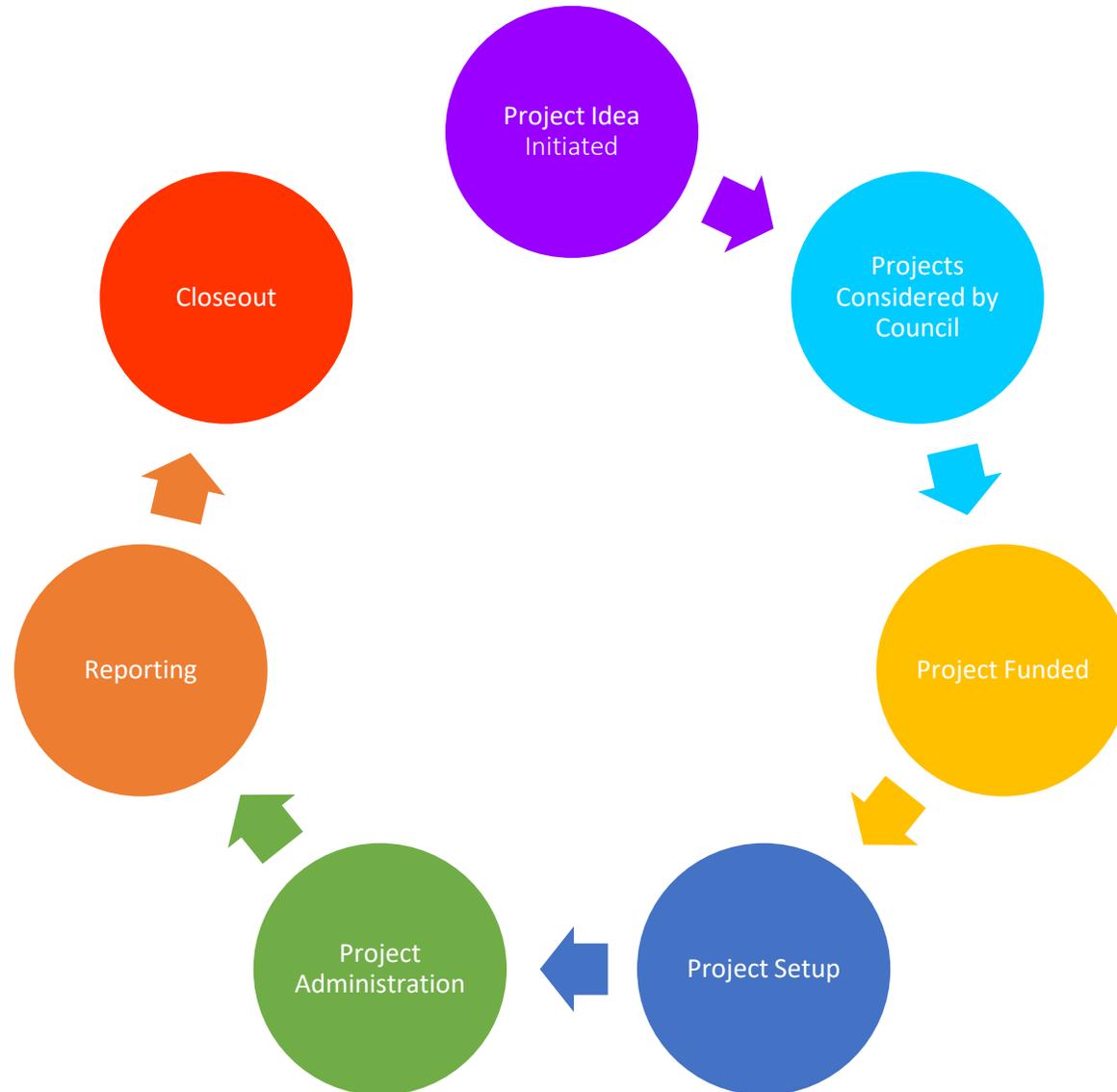
<https://www.govinfo.gov/content/pkg/FR-2021-05-17/pdf/2021-10283.pdf>

Compliance and Reporting Guidance State and Local Fiscal Recovery Funds



<https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>

Life Cycle of an ARPA Project



Life Cycle of an ARPA Project



Project
Idea
Initiated

Projects submitted through LFUCG ARPA Website

- Projects submitted by the Public
- Projects submitted by Community Groups
- Projects submitted by Council Members
- Projects submitted by Mayor and Administration

Projects Developed from Survey priorities

Projects Developed from ARPA Project Website Submittals

Life Cycle of an ARPA Project



Projects
Considered
by Council

- What is the direct impact on the most vulnerable or those hurt most by the pandemic?
- Does the project meet our budgetary priorities of one-time cost, creation of savings or increase in revenue?
- Does this project lead to economic opportunity? When? How?
- What is the impact on our physical infrastructure?
- What is the impact on our social infrastructure?
- What is the expenditure category by which this project is authorized by ARPA? Is it specifically eligible or would it be considered general government?
- Does the size of the project justify the administrative burden of the award?
- Does the timeline of the project meet the spend-out timeline for the funding?
- Are there additional parties involved? Who do we need to work with?
- Do we need additional information? Is there a presentation by external/internal parties?
- What is the status of the project? What is needed?
 - Concept only? Feasibility study complete?
 - Design complete? Right of way needed?
 - Support from community partners?

Life Cycle of an ARPA Project



Project
Funded

- An expenditure ceiling is set for the project and skeleton outline of the budget is formed and submitted to Council.
- A budget amendment is established creating funding from ARPA (a Grant Fund) through our normal Budget Amendment Process
- If the project offsets existing personnel expenses a payroll recovery will be created or for operating expenses, an amendment to both the grant and the general fund/enterprise fund.
- Council takes Action to Approve Funding by approving the BA.
- 1st and 2nd reading occur.
- The Division of Grants and Special Programs assigns a project name
- A project timeline is established
- Project overview triggered

Life Cycle of an ARPA Project



- Internal Project Form created
 - Project set up information provided (contacts, district, project id)
 - Project summary and description narrative
 - Justification of program need and ARPA compliance provided
- Eligibility established
 - Staff determine ARPA Expenditure Category
 - If unable to fund under EC 1-5, project must be funded from limited EC 6: Revenue Replacement category
- Staff determine populations served
 - Qualified Census Tract
 - Assumed Disadvantaged per ARPA Interim Guidance
- Costs estimated
- Form approved by Grants, Finance, and CAO
- Project created in financial system



Life Cycle of an ARPA Project



Example: Lyric Theater
ARPA Mitigation of
Financial Hardship

Approved in FY2022 Budget

Internal Project Form
Pg 1/3

- Project Name and Description
- Acknowledgements
- Eligibility



LEXINGTON
AMERICAN RESCUE PLAN ACT (ARPA)
PROGRAM ELIGIBILITY DOCUMENTATION
External Projects

Complete this form once your organization's request for any allocation of American Rescue Plan Act Local Recovery Funds has been approved. All requested expenses must meet the criteria requirements set by the American Rescue Plan Act and U.S. Department of the Treasury and receive approval by leadership and the Urban County Council prior to implementation.

Organization Name: Lyric Theatre and Cultural Arts Center	
Organization Legal Status (Non-Profit, For-Profit, etc.): Non-Profit	
Organization Contact: Whit Whitaker	
Project Name: ARPA Lyric Mitigation of Financial Hardship	
Council Approval Date: 6/24/2021	Resolution/Ordinance # 049-2021
District/ Councilmember: 1/J. Brown	
Did the organization experience financial hardship resulting from the COVID-19 emergency? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
If applicable (see below), is the project in a Qualified Census Tract? (attach map) Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	
Ongoing expenses past 2024? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, attach plan for funding ongoing expenses.	
Alternate Contacts: (List 2 staff who can answer questions about these costs.)	
1) Whit Whitaker	2) Tim Small
By completing and submitting this program request form, I acknowledge the costs will adhere to the American Rescue Plan Act requirements below: <ul style="list-style-type: none"> • The costs are reasonable, allowable and allocable based on the Uniform Guidance 2 CFR 200 guidelines and are eligible based on the American Rescue Plan Act and Interim Final Rule 35 CFR. • The costs were or will be incurred and or obligated between March 3, 2021 and December 31, 2024. • The costs can be paid in full no later than December 31, 2026. 	
This project is eligible for ARPA funding under the following criteria (drop down list). See Interim Final Rule for guidance (Select One Below): <ul style="list-style-type: none"> <input type="checkbox"/> Public Health Impact - Direct <input type="checkbox"/> Public Health Impact - Project in Qualified Census Tract <input checked="" type="checkbox"/> Economic Recovery <input type="checkbox"/> Premium Pay <input type="checkbox"/> Revenue Loss - Eligible Government Service <input type="checkbox"/> Investments in Infrastructure - Water, Sewer, and/or Broadband <input type="checkbox"/> Administration 	
Brief Summary/Description of Request(s):	
BRIEF DESCRIPTION OF LYRIC'S OPERATIONS AND HOW LYRIC WAS IMPACTED BY PANDEMIC.	
The mission of the Lyric Theatre & Cultural Arts Center is to preserve, promote, present, and celebrate diverse cultures through artistic presentations of the highest quality, educational programming and outreach, film, and opportunities for community inclusion.	

Life Cycle of an ARPA Project



Example: Lyric Theater
ARPA Mitigation of
Financial Hardship

Approved in FY2022 Budget

Internal Project Form
Pg 2/3

- ARP Justification
- Interim Guidance Eligibility Statement
- Cost Overview
- Timeline

With a majority of our operations and revenue sources coming from tickets sales, rentals of our ballroom/theatre, concessions, etc, the inability to host events was extremely impactful on not only our financial well-being but also on our ability to achieve our mission.

Provide a justification for charging these costs to the American Rescue Plan Act Fund. **Provide as much detail as necessary to justify program need and compliance with ARPA requirements.**

Describe the impact of the pandemic on Lyric's finances here, including specific numbers of lost revenue.

As mentioned above, our main sources of income are from rentals, ticket sales, concessions, and a few others. Due to in person events being forbidden, these income categories saw complete 100% loss during a majority of the pandemic.

Overall, comparing FY20 (July 2019 – June 2020) to FY21 (July 2020 – June 2021) we saw a ~43% drop in total revenue (\$410,242.16 to \$234,299.78). With our main income categories frozen, our \$127,500.00 funding from LFUCG was an integral lifeline, comprising over 50% of our income, with other donations and grants being the main categories.

Eligibility Citation from Interim Final Rule (attach documentation): 2. Responding to Negative Economic Impacts

Description of Eligibility Determination: Page 34 of the Interim Final Rule states that loans or grants may be provided to small businesses and non-profits "to mitigate financial hardship such as declines in revenues or impacts of periods of business closure, for example by supporting payroll and benefits costs, costs to retain employees, mortgage, rent, or utilities costs, and other operating costs."

Total Cost of all Requests:
One Time Costs: \$127,500

Ongoing Costs: None Requested

Date Range Expenditure(s) will Occur: 7/1/2021 through 6/30/2022

Has the organization received or does the organization anticipate receiving grant funds that would pay for any of these expenses? Yes No

If so, identify grant(s): N/A

Using the separately provided budget request form, provide a budget for the proposed budget/program costs.

If you answer no to any of the following questions then the personnel is not eligible to be charged to ARPA funding...

For all personnel costs requested, will the time charged to the ARPA be:

- Supported by time tracking documentation;

Life Cycle of an ARPA Project



Example: Lyric Theater
 ARPA Mitigation of
 Financial Hardship

Approved in FY2022 Budget

Internal Project Form
 Pg 3/3

- Documentation Plan
- Signatures
- Review

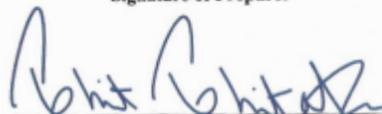
<ul style="list-style-type: none"> • For staff hired exclusively for ARPA-related work; OR • For staff who: <ul style="list-style-type: none"> • Have been redeployed to ARPA-related work, AND • Can document their time as related to the ARPA project including their related activities: <p style="text-align: center;">Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A – No Personnel Requested <input type="checkbox"/></p>
<p>Additional Information</p> <p>Please provide the following documentation along with this form:</p> <p><input type="checkbox"/> Organization's most recent financial audit (A single audit is required if federal expenditures exceed \$750,000).</p> <p><input type="checkbox"/> Articles of Incorporation and Bylaws.</p> <p><input type="checkbox"/> Kentucky Secretary of State – proof of current active status.</p> <p><input type="checkbox"/> IRS 501c(3) letter, if applicable.</p> <p><input type="checkbox"/> Organizational Chart and list of Board of Directors.</p> <p><input type="checkbox"/> Budget Narrative to support budget request.</p> <p><input type="checkbox"/> Any other documentation necessary to support/justify the project.</p>
<p>Internal Use Only:</p> <p>Organization is on the federal debarred list? If yes, organization is ineligible for assistance.</p> <p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>
<p>Other Items of Consideration</p> <p>Impact on the Community:</p>
<p>Special Considerations:</p>



 Signature of Preparer

7/19/21

 Date Submitted to LFUCG

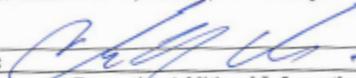


 Signature of Executive Director



 Signature of Board Chairperson

Submit this program request form to Charlie Lanter, Director, Grants & Special Programs,
 clanter@lexingtonky.gov

Name of Grants & SP Reviewer:		7/19/21
Approved <input checked="" type="checkbox"/>	Denied <input type="checkbox"/>	Requesting Additional Information <input type="checkbox"/>
Additional Information Requested or Reason for Denial, if applicable:		

Life Cycle of an ARPA Project



Project
Administration

- Contracts prepared by Purchasing and Grants
- Contracts reviewed by Law Department, prepared for signature
- Recipient must Determine Cost Estimate or Request Quotes
 - Architect/Engineer Review
 - If costs exceed initial request/funding, additional BA must be approved
 - Construction costs volatile in current market, cost estimates will change
- Package prepared by Purchasing Division and operational Division involved in each project
- Construction or project oversight and management
 - Invoicing and payment
 - Expense review, request for reimbursement, documentation review
 - Construction inspection
 - Agreement monitoring
 - Labor guarantees
 - Monitoring of sub-recipients
- Financial compliance with 2 CFR Part 200
 - Cost principles
 - Single audit requirements

Life Cycle of an ARPA Project



Project and Expenditure Report	Recovery Plan
Quarterly	Annual
October 31, January 31, April 30, July 31	August 31
<ul style="list-style-type: none"> • Types of projects funded <ul style="list-style-type: none"> ○ Report by ARPA Expenditure Category • Financial data • Information on contracts, grants, and sub-awards <ul style="list-style-type: none"> ○ Projects over \$50k require greater reporting • Status of projects • Performance report <ul style="list-style-type: none"> ○ Goals and Objectives for each project ○ Standard reporting from ARPA Guidance and additional reporting determined by locals • Project Demographic Distribution <ul style="list-style-type: none"> ○ Qualified Census Tracts ○ Assumed Disadvantaged per Interim Guidance • Civil Rights Compliance 	<ul style="list-style-type: none"> • Approach and objectives • Community Engagement • Inventory of funded projects • Financial reporting by Expenditure Category • Efforts to promote equitable outcomes • Performance indicators and programmatic data • Evidence supporting funded activities • Equity reporting • Labor practice reporting • Revenue reduction/loss calculation



ARPA State and Local Fiscal Recovery Funds Revenue and Expense Report

<i>For the period through July 31, 2021</i>				
		Actuals	Budget	Variance
Revenue				
LFUCG Allocation		\$ 60,589,029	\$ 121,178,058	\$ 60,589,029
Total Revenues		\$ 60,589,029	\$ 121,178,058	\$ 60,589,029

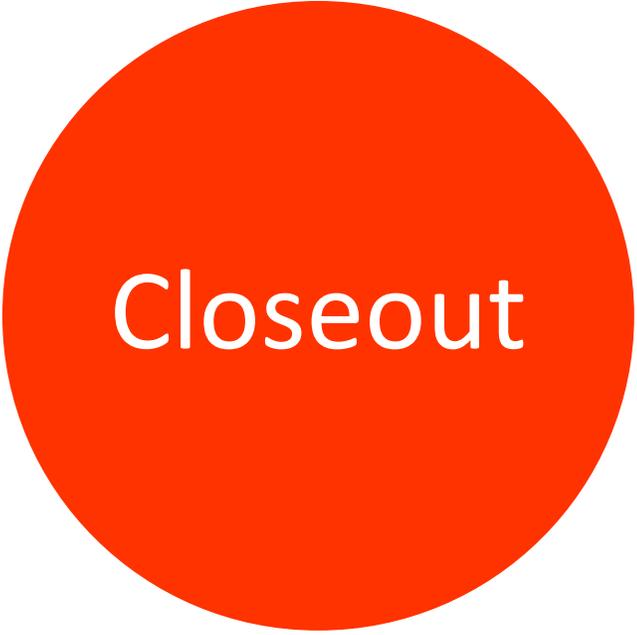
<i>For the period through July 31, 2021</i>					
		Actuals	Budget	Variance	
Expense					
EC 1: Public Health		\$ -	\$ 395,000	\$ (395,000)	
1.05	Personal Protective Equipment	Personal Protective Equipment for LFUCG	\$ -	\$ 225,000	\$ (225,000)
1.10	Mental Health Services	NAMI - Mental Health Court Funding	\$ -	\$ 170,000	\$ (170,000)
EC 2: Negative Economic Impacts		\$ 19,378	\$ 2,637,500	\$ (2,618,122)	
2.02	Household Assistance: Rent, Mortgage,	Emergency Financial Assistance for Residents	\$ 578	\$ 200,000	\$ (199,422)
2.02	Household Assistance: Rent, Mortgage,	Recovery Supportive Living Assistance (RSLA)	\$ 18,800	\$ 60,000	\$ (41,200)
2.07	Job Training Assistance	Workforce Development Grants to Service Partners	\$ -	\$ 200,000	\$ (200,000)
2.10	Aid to Nonprofit Organizations	Explorium of Lexington - Children's Museum Assistance	\$ -	\$ 125,000	\$ (125,000)
2.10	Aid to Nonprofit Organizations	LexArts Nonprofit Services Contract	\$ -	\$ 325,000	\$ (325,000)
2.10	Aid to Nonprofit Organizations	Lyric Theater Assistance	\$ -	\$ 127,500	\$ (127,500)
2.11	Aid to Tourism, Travel, or Hospitality	Ecton Park Improvements - Concess/Rstrm Facilities for Local Users an	\$ -	\$ 300,000	\$ (300,000)
2.11	Aid to Tourism, Travel, or Hospitality	Lakeside Irrigation Replacement	\$ -	\$ 1,300,000	\$ (1,300,000)
EC 3: Services to Disproportionately Impacted Communities		\$ 36,906	\$ 2,833,000	\$ (2,796,094)	
3.10	Housing Support: Affordable Housing	Shropshire Affordable Housing Project Site Improvements	\$ -	\$ 750,000	\$ (750,000)
3.11	Housing Support: Services for Unhoused	Homelessness Allocation	\$ 36,906	\$ 750,000	\$ (713,094)
3.12	Housing Support: Other Housing Assista	Code Enforcement Grants for Low-Income Residents	\$ -	\$ 200,000	\$ (200,000)
3.13	Social Determinants of Health: Other	Access to Quality Green Space for Disadvantaged Pop - ADA Imprvmnts	\$ -	\$ 125,000	\$ (125,000)
3.13	Social Determinants of Health: Other	Access to Quality Green Space in QCT - Douglas Park - Pool Imprvmnts	\$ -	\$ 175,000	\$ (175,000)
3.13	Social Determinants of Health: Other	Access to Quality Green Space in QCT - Mary Todd Park - Basketball C	\$ -	\$ 118,000	\$ (118,000)
3.13	Social Determinants of Health: Other	Access to Quality Green Space in QCT - Northeastern Park - Playgroun	\$ -	\$ 250,000	\$ (250,000)
3.13	Social Determinants of Health: Other	Access to Quality Green Space in QCT - Phoenix Park - Inclusive Use an	\$ -	\$ 150,000	\$ (150,000)
3.13	Social Determinants of Health: Other	Access to Quality Green Space in QCT - Pine Meadows Park - Playgrou	\$ -	\$ 150,000	\$ (150,000)
3.13	Social Determinants of Health: Other	Access to Quality Green Space in QCT - River Hill Park - Sports Courts	\$ -	\$ 165,000	\$ (165,000)



ARPA State and Local Fiscal Recovery Funds Revenue and Expense Report

<i>For the period through July 31, 2021</i>			Actuals	Budget	Variance
Expense (Continued)					
EC 4: Premium Pay			\$ -	\$ -	\$ -
EC 5: Infrastructure			\$ -	\$ -	\$ -
EC 6: Revenue Replacement/Government Services			\$ -	\$ 1,920,000	\$ (1,920,000)
6.01	Provision of Government Services	Economic Development Grants to Service Partners	\$ -	\$ 300,000	\$ (300,000)
6.01	Provision of Government Services	Nbhood Rec Imprvmnts - Berry Hill Park - Basketball Court	\$ -	\$ 175,000	\$ (175,000)
6.01	Provision of Government Services	Nbhood Rec Imprvmnts - Buckhorn Park - Phase II Improvements	\$ -	\$ 45,000	\$ (45,000)
6.01	Provision of Government Services	Nbhood Rec Imprvmnts - Dogwood Park - Basketball Court	\$ -	\$ 95,000	\$ (95,000)
6.01	Provision of Government Services	Nbhood Rec Imprvmnts - Gardenside Park - Playground	\$ -	\$ 150,000	\$ (150,000)
6.01	Provision of Government Services	Nbhood Rec Imprvmnts - Masterson Station Park - Playground	\$ -	\$ 150,000	\$ (150,000)
6.01	Provision of Government Services	Nbhood Rec Imprvmnts - Meadowthorpe Park - Roof Repair	\$ -	\$ 80,000	\$ (80,000)
6.01	Provision of Government Services	Nbhood Rec Imprvmnts - Raven Run Park - Prather House Roof Repair	\$ -	\$ 50,000	\$ (50,000)
6.01	Provision of Government Services	Nbhood Rec Imprvmnts - Shilito Park - Access Imprvmnt Parking Lot Construction	\$ -	\$ 400,000	\$ (400,000)
6.01	Provision of Government Services	Nbhood Rec Imprvmnts - Southland Park - Access Imprvmnt Parking Repairs	\$ -	\$ 100,000	\$ (100,000)
6.01	Provision of Government Services	Nbhood Rec Imprvmnts - Woodland Park - Restroom Facilities	\$ -	\$ 375,000	\$ (375,000)
EC 7: Administrative			\$ -	\$ -	\$ -
Total Expenses			\$ 56,284	\$ 7,785,500	\$ (7,729,216)
TOTAL - ARPA SLFRF			\$ 60,532,745	\$ 113,392,558	\$ (52,859,813)

Life Cycle of an ARPA Project



Closeout

- All obligations made by December 31, 2024
- All expenditures made by December 31, 2026

PROJECT CLOSED

- Retention of all financial records and project documentation through December 31, 2031 or five years after all funds expended
- Treasury may monitor and inspect records at any time



Questions?



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 0607-21

File ID: 0607-21

Type: Agenda Item

Status: Agenda Ready

Version: 1

Contract #:

In Control: Urban County
Council Work
Session

File Created: 06/09/2021

File Name: Page Break

Final Action:

Title:

Notes:

Sponsors:

Enactment Date:

Deed #:

Hearing Date:

Drafter:

Effective Date:

Related Files:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File 0607-21



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 0904-21

File ID: 0904-21

Type: Agenda Item

Status: Agenda Ready

Version: 1

Contract #:

In Control: Parks and
Recreation

File Created: 09/03/2021

File Name: Bluegrass Disc Golf Association MOU

Final Action:

Title: Authorization execute a memorandum of understanding with Bluegrass Disc Golf Association to formalize the partnership between Bluegrass Disc Golf Association (BGDG) and LFUCG Division of Parks and Recreation that provides volunteer maintenance services to Lexington's disc golf courses. The MOU provides the ability for BGDG to raise financial support by holding disc golf tournaments at no cost. No budgetary impact. (L0904-21) (Conrad/Ford)

Notes: In office 9/15/2021. MS

Sponsors:

Enactment Date:

Attachments: BGDG MOU memo, BGDG MOU

Enactment Number:

Deed #:

Hearing Date:

Drafter: Rose Olive

Effective Date:

Related Files:

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 0904-21

Title

Authorization execute a memorandum of understanding with Bluegrass Disc Golf Association to formalize the partnership between Bluegrass Disc Golf Association (BGDG) and LFUCG Division of Parks and Recreation that provides volunteer maintenance services to Lexington's disc golf courses. The MOU provides the ability for BGDG to raise financial support by holding disc golf tournaments at no cost. No budgetary impact. (L0904-21) (Conrad/Ford)

Summary

Authorization execute a memorandum of understanding with Bluegrass Disc Golf Association to formalize the partnership between Bluegrass Disc Golf Association (BGDG) and LFUCG

Division of Parks and Recreation that provides volunteer maintenance services to Lexington's disc golf courses. The MOU provides the ability for BGDG to raise financial support by holding disc golf tournaments at no cost. No budgetary impact. (L0904-21) (Conrad/Ford)

Budgetary Implications: No

Advance Document Review:

Law: Yes

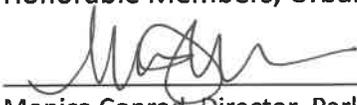
Risk Management: No

This Fiscal Year Impact: N/A

Annual Impact: N/A



TO: Mayor Linda Gorton
Honorable Members, Urban County Council

FROM: 
Monica Conrad, Director, Parks and Recreation

DATE: September 3, 2021

SUBJECT: Bluegrass Disc Golf Memorandum of Understanding

Request:

Request Council Authorization for the Mayor to execute a memorandum of understanding with Bluegrass Disc Golf Association.

Purpose:

This MOU will formalize the partnership between Bluegrass Disc Golf Association (BGDG) and LFUCG Division of Parks and Recreation that provides volunteer maintenance services to Lexington’s disc golf courses. The MOU provides the ability for BGDG to raise financial support by holding disc golf tournaments at no cost.

Budgetary Implication:

There is no cost for the duration of the MOU.

Are the funds budgeted?

N/A

File Number: 904-21

Director/Commissioner: Conrad/Ford



**Memorandum of Understanding
Between
LFUCG Division of Parks and Recreation (LFUCG)
And
Bluegrass Disc Golf Association (BGDG)**

Lexington Fayette Urban County Parks and Recreation Division recognize partners that collaborate in providing recreational opportunities for the benefit of Lexington - Fayette citizens. This letter of understanding serves to describe the expectations and responsibilities of LFUCG Parks and Recreation Division and the Bluegrass Disc Golf Association. This agreement shall be mutually agreed upon by both parties.

INDEMNIFICATION AND HOLD HARMLESS PROVISION

- It is understood and agreed by the parties that BGDG hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of BGDG or its board, volunteers, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "Vendor") under or in connection with this MOU.
- The term of this agreement shall be for 5 years from the ratification of the agreement with 2 additional years of optional renewal.
- BGDG shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of BGDG; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- In the event LFUCG is alleged to be liable based upon the above, BGDG shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.
- These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- BGDG will provide a certificate of insurance naming Lexington-Fayette Urban County Government as an additional insured for each BGDG sponsored event held. The limits will be \$1,000,000 per occurrence and \$2,000,000 aggregate under their General Liability Policy. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

BGDG RESPONSIBILITIES

- The Bluegrass Disc Golf Association is a non-profit organization with open membership, bylaws, and open election of officers for the expressed purpose of promoting disc golf in central Kentucky and encouraging more players to get involved in organized disc golf by developing and maintaining disc golf courses that are appropriate for developing skilled players
- BGDG association will submit an application for tournaments that will include date, time, and expected attendance; Parks will consider requests for assistance that are made in a timely manner to the designated Parks and Recreation liaison and provide assistance as available resources allow for the tournaments. BGDG may request to reserve LFUCG Disc Golf Courses (4) four times per calendar year to hold tournaments that benefit the club without a cost.
- All improvements, equipment and structures that are donated and/or installed on LFUCG property shall become the property of LFUCG Parks and Recreation Division. As property of Parks and Recreation Division, the structures and equipment shall be covered per LFUCG insurance policy and maintained within the guidelines of this letter of understanding. All equipment and improvement requests must be submitted in writing to the Parks and Recreation Division for review and approval by the Director of Parks and Recreation prior to improvements being made.
- Bluegrass Disc Golf Association agrees to; maintain fairways suitable for play by pruning and/or mowing woody and herbaceous vegetation; provide regular refuse collection for waste receptacles that are not accessible with vehicles; provide “course captains” that will visually inspect, collect and log course conditions and safety concerns and will notify Parks and Recreation of all safety concerns; provide a log of inspections on an annual basis and as requested by Parks and Recreation Division. Bluegrass Disc Golf Association will designate an officer of the organization as the point of contact for all communication.
- Financial proceeds that are received by Bluegrass Disc Golf Association as a result of a fund raising activity, program, or tournament on LFUCG property shall cover expenses and net proceeds shall be used to promote disc golf within Fayette County and/or to an 501(C)3 charity. Funds may be reserved to fund future activities and events. An annual statement of financial activity that resulted from the use of LFUCG property will be submitted to Parks and Recreation Division.
- Each program that requires volunteers and will deal with children shall have a criminal record check before specific duties are assigned
- Bluegrass Disc Golf Association shall be familiar with and comply with all Lexington-Fayette Urban County Government policies and ordinances and federal and state laws related to the use of LFUCG Disc Golf Courses.

PARKS & RECREATION RESPONSIBILITIES

- Bluegrass Disc Golf Association (BGDG) will be consulted in an advisory role on maintenance, development, and programming on disc golf courses.
- The Parks and Recreation Division reserves the rights to adjust, alter, eliminate or add additional holes and courses as needs may change
- Parks and Recreation may seek and receive input from the public and various sources and agrees that before any changes are made to disc golf baskets or courses, the Bluegrass Disc Golf Association will be consulted for advice

- Exclusive use of disc golf courses can only be permitted by Parks and Recreation Division. Any sponsors or additional partners for tournaments, events, or naming rights must be approved by the Director of Parks and Recreation or their designee and shall not conflict with existing contracts and agreements of the Division. Sponsors and future partners shall not derive the majority of their income from the sale of alcohol or tobacco or are involved in pornography/adult entertainment.
- Lexington Fayette Urban County Government Parks and Recreation Division agrees to provide grounds maintenance and improvements as the Division's budget allows and within the guidelines of this document. Parks and Recreation agrees to maintain turf fairways when built over existing turf areas; provide regular refuse collection on waste receptacles when accessible with a vehicle; provide removal of large limbs and/or trees within the course; provide basket repair or replacement due to theft or vandalism; provide assistance with maintenance and installation of signage;



BGDG Representative

Date: 8-16-21

P & R Representative

Date: _____



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 0915-21

File ID: 0915-21

Type: Agenda Item

Status: Agenda Ready

Version: 1

Contract #:

In Control: Social Services

File Created: 09/09/2021

File Name: Donation for B&W Reading Room Google licenses
from Charter

Final Action:

Title:

Authorization to accept a donation in the amount of \$1,500 from Charter Communications for the Black & Williams Neighborhood Reading Room. Charter Communications is making this donation in order to properly outfit their already donated Chromebooks in the Reading Room at the Black & Williams Neighborhood Reading Room with Google licensing software. Budget amendment in progress. (L0915-21) (Sanders/Allen-Bryant)

Notes:

Sponsors:

Enactment Date:

Attachments: 0915-21 Bluesheet Memo B&W Reading Room
Charter Donation, Charter Google Licenses Donation
letter 8.23.21, 00738187.DOCX

Enactment Number:

Deed #:

Hearing Date:

Drafter: Theresa Maynard

Effective Date:

Related Files:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File 0915-21

Title

Authorization to accept a donation in the amount of \$1,500 from Charter Communications for the Black & Williams Neighborhood Reading Room. Charter Communications is making this donation in order to properly outfit their already donated Chromebooks in the Reading Room at the Black & Williams Neighborhood Reading Room with Google licensing software. Budget amendment in progress. (L0915-21) (Sanders/Allen-Bryant)

Summary

Authorization to accept a donation in the amount of \$1,500 from Charter Communications for the Black & Williams Neighborhood Reading Room. Charter Communications is making this donation in order to properly outfit their already donated Chromebooks in the Reading Room at the Black & Williams Neighborhood Reading Room with Google licensing software. Budget amendment in progress. (L0915-21) (Sanders/Allen-Bryant)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: N/A

Risk Management: N/A

Fully Budgeted [select]: Budget Amendment #11311 is in process

Account Number: 1103-606201-6201-XXXXX

This Fiscal Year Impact: \$1,500

Annual Impact: N/A

Project:

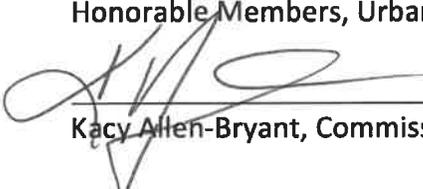
Activity:

Budget Reference:

Current Balance: BA in process



TO: Mayor Linda Gorton
Honorable Members, Urban County Council

FROM: 
Kacy Allen-Bryant, Commissioner of Social Services

DATE: September 10, 2021

SUBJECT: Donation from Charter Communications for the Black & Williams Reading Room

Request:

Request Council approval to accept a donation in the amount of \$1,500 from Charter Communications for the Black & Williams Neighborhood Reading Room.

Why are you requesting?

Charter Communications is making this donation in order to properly outfit their already donated Chromebooks in the Reading Room at the Black & Williams Neighborhood Reading Room with Google licensing software.

The Reading Room will be available for use by residents in the area of the Neighborhood Center.

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

There is no fiscal impact to LFUCG associated with this donation.

Are the funds budgeted?

Budget Amendment #11311 is in process to recognize this donation.

File Number: 0915-21

Director/Commissioner: Danielle Sanders / Kacy Allen-Bryant





August 23, 2021

Mr. Josh McCurn
Councilmember, Lexington Fayette Urban County Government
200 E. Main St.
Lexington, KY 40507

Re: Donation from Charter Communications Operating, LLC

To Whom It May Concern:

Charter Communications Operating, LLC ("Charter Communications") is pleased to make the enclosed donation of \$1,500 to the Lexington Fayette Urban County Government (LFUCG) for the purpose of purchasing Google licenses, which will accompany the previously donated devices.

By accepting this donation, you agree that they will be used in a manner that is consistent with all applicable laws and regulations, including, but not limited to, all government ethics, campaign finance, lobbying compliance, or other political laws.

We applaud your efforts to close the digital divide. If you have any questions, please feel free to contact me at 502.867.2207.

Best wishes,

A handwritten signature in black ink that reads "Jason Keller". The signature is written in a cursive, flowing style.

Jason Keller
Vice President, Government Affairs & Regulatory Strategy
4701 Commerce Crossing Dr., Louisville, KY 40229
Email: jason.keller@charter.com

J. MCCURN
COUNCILMEMBER
2ND DISTRICT



200 E. MAIN STREET
LEXINGTON, KY 40507
859.280.8239

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
OFFICE OF COUNCILMEMBER JOSH MCCURN
LEXINGTON, KENTUCKY
BUILDING A BETTER LEXINGTON

August 4, 2021

Jason Keller
Vice President, Government Affairs & Regulatory Strategy
Charter Communications
1575 Winchester Road
Lexington, KY 40505

Dear Mr. Keller,

In collaboration with the Department of Social Services, the Division of Community & Resident Services, Bluegrass Community & Technical College, the Lexington Public Library, and other community members, we are working to revitalize a portion of the Black and Williams Neighborhood Center. The community center would provide a great opportunity to support the residents of the Georgetown Street Area.

Our vision for the Community Room, also known as the Reading Room, is to create a space for youth and adults to access the internet to apply for jobs, play games, connect with family and friends, pay bills, and much more. This vision requires licenses for the Chromebooks already acquired, which is an expected cost of \$1500.

Thank you for your consideration on partnering with us in making this vision a reality.

Sincerely,

A handwritten signature in black ink, appearing to read 'J. McCurn'.

Josh McCurn
Councilmember

RESOLUTION NO. ____ - 2021

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO ACCEPT A DONATION IN THE AMOUNT OF \$1,500.00 FROM CHARTER COMMUNICATIONS OPERATING, LLC, FOR THE PURCHASE OF GOOGLE LICENSES FOR CHROMEBOOKS AT THE BLACK & WILLIAMS NEIGHBORHOOD READING ROOM.

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 donation in the amount of \$1,500.00 from Charter Communications Operating, LLC, for the purchase of Google licenses for Chromebooks at the Black & Williams Neighborhood Reading Room.

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
0915-21:EPT:X:\Cases\ADULT\21-LE0001\LEG\00738187.DOCX



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 0930-21

File ID: 0930-21

Type: Agenda Item

Status: Agenda Ready

Version: 2

Contract #:

In Control: Grants and Special Programs

File Created: 09/13/2021

File Name: Request Council authorization to execute an agreement with the Lexington-Fayette County Health Department in the amount of \$261,000 for the First Responders and Community Partners Overdose Prevention Project funded under the U.S. Department of Health and

Final Action:

Title: Authorization to execute an agreement with the Lexington-Fayette County Health Department in the amount of \$261,000 for the First Responders and Community Partners Overdose Prevention Project funded under the U.S. Department of Health and Human Services First Responders - Comprehensive Addiction and Recovery Act Grant Program. Funds are budgeted. (L0930-21) (Baker/Allen-Bryant)

Notes:

Sponsors:

Enactment Date:

Attachments: 21-bluesheet memo LFCHD, BA 11249, Year 4 LFCHD contract to provide naloxone-Unsigned, 00738159.DOCX

Enactment Number:

Deed #:

Hearing Date:

Drafter: Celia Moore

Effective Date:

Related Files:

History of Legislative File

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

Text of Legislative File 0930-21

Title

Authorization to execute an agreement with the Lexington-Fayette County Health Department in the amount of \$261,000 for the First Responders and Community Partners Overdose Prevention Project funded under the U.S. Department of Health and Human Services First Responders - Comprehensive Addiction and Recovery Act Grant Program. Funds are

budgeted. (L0930-21) (Baker/Allen-Bryant)

Summary

Authorization to execute an agreement with the Lexington-Fayette County Health Department in the amount of \$261,000 for the First Responders and Community Partners Overdose Prevention Project funded under the U.S. Department of Health and Human Services First Responders - Comprehensive Addiction and Recovery Act Grant Program. Funds are budgeted. (L0930-21) (Baker/Allen-Bryant)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Evan Thompson, 9/13/2021

Risk Management: N/A

Fully Budgeted: Budget amendment 11249 is in process.

Account Number: 3190-606105-0001-75101

This Fiscal Year Impact: \$261,000

Annual Impact: \$0

Project: SAMHSA_2022

Activity: FED_GRANT

Budget Reference: 2022

Current Balance: BA in process



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

**FROM: CHARLIE LANTER, DIRECTOR
DIVISION OF GRANTS AND SPECIAL PROGRAMS**

DATE: SEPTEMBER 13, 2021

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 \$261,000 for the First Responders and Community Partners Overdose Prevention Project funded under the U.S. Department of Health and Human Services First Responders - Comprehensive Addiction and Recovery Act Grant Program.

Purpose of Request: On September 16, 2021, Council will approve acceptance of federal funds from the U.S. Department of Health and Human Services for operating Year 4 of the Lexington-Fayette Urban County Government's First Responders - Comprehensive Addiction and Recovery Act Program.

Through the First Responders and Community Partners Overdose Prevention Project, the Lexington-Fayette County Health Department will be responsible for dispensing naloxone to first responders, which is a key component of the grant program.

What is the cost in this budget year and future budget years? \$261,000 is budgeted. Future budget years will depend on additional grant funding.

Are the funds budgeted? Budget amendment 11249 is in process and funds are budgeted as follows:

FUND	DEPT ID	SECT	ACCT	PROJECT	ACTIVITY	BUD REF	AMOUNT
3190	606105	0001	75101	SAMHSA_2022	FED_GRANT	2022	\$261,000

File Number: 0930-21

Director/Commissioner: Amy Baker/Kacy Allen-Bryant



LFUCG Budget Amendment Request Form

Requester: Moore,Celia E	Date: 08/09/2021	Status: Pending Approval	Amend Nbr: 11249
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Business Unit: LFUCG **Journal Date:** 08/09/2021 **Budget Period:** 2022 **Bid:** **Admin Review:**

▼ Personnel, Operating & Capital Accounts									
Personalize Find View 3 First 1-11 of 11 Last									
Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID	
1 3190	606105	0001	63121	Non-Civil Service Salaries	52,009.00	THERESAM	059223		
2 3190	606105	0001	63511	Pension Contributions	14,016.00	THERESAM	059223		
3 3190	606105	0001	63615	BP - UCG	5,201.00	THERESAM	059223		
4 3190	606105	0001	63621	FICA	3,547.00	THERESAM	059223		
5 3190	606105	0001	63622	Unemployment Insurance	110.00	THERESAM	059223		
6 3190	606105	0001	63624	Medicare Expense	830.00	THERESAM	059223		
7 3190	606105	0001	63625	Other Voluntary Benefits-UCG	100.00	THERESAM	059223		
8 3190	606105	0001	71299	Prof Svc - Other	162,995.00	THERESAM	059223		
9 3190	606105	0001	74102	Conferences and Other Training	2,736.00	THERESAM	059223		
10 3190	606105	0001	75101	Operating Supplies and Expense	267,850.00	THERESAM	059223		
11 3190	606105	0001	72203	Cell Phones	1,200.00	THERESAM	059223		

▼ Revenue Accounts									
Personalize Find View All First 1 of 1 Last									
Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID	
1 3190	606105	0001	44010	Intergovernmental - Federal	510,594.00	THERESAM	059223		

▶ **Project/Grant Revenue**

▶ **Project/Grant Expenditures**

Comments:

To establish grant budget for SAMHSA_2022 (Year 4 only).

Net Amend Amt: 0.00

Submit for Approval

Save

Add

AGREEMENT

THIS AGREEMENT, made and entered into on this ____ day of October, 2021, by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government pursuant to KRS Chapter 67A, and located at 200 East Main Street, Lexington, Fayette County, Kentucky 40507 (hereinafter referred to as "GOVERNMENT"), and **LEXINGTON-FAYETTE COUNTY HEALTH DEPARTMENT** whose address is 650 Newtown Pike, Lexington, Kentucky 40508, (hereinafter referred to as "SUBRECIPIENT").

WHEREAS, GOVERNMENT has been awarded federal funds (CFDA #92.243) from the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (SAMHSA), Center for Substance Abuse Prevention Office for implementation of the First Responders and Community Partners Overdose Prevention Project (Grant # 1H79SP080309-01);

WHEREAS, the approved grant application provides for the SUBRECIPIENT to provide services as described in the grant application;

WHEREAS, the GOVERNMENT'S responsibility for ensuring compliance with all grant requirements necessitates a written agreement with the SUBRECIPIENT;

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

The SUBRECIPIENT agrees to serve on the multi-disciplinary First Responders and Community Partners Overdose Prevention Project 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 (Exhibit "A"). The SUBRECIPIENT agrees to complete the scope of work in the approved program narrative (Exhibit "A"). The services shall be operated in a manner satisfactory to the GOVERNMENT and in compliance with all local, state, and federal laws and regulations.

The 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

The 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 2021-December 2021	January 15, 2022
January 2022-March 2022	April 15, 2022
April 2022-June 2022	July 15, 2022
July 2022-September 2022	October 15, 2022

In addition, the 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.

The 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, 2022.

C. Performance Monitoring

The 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

The 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 October 1, 2021, through September 30, 2022.

III. USE OF FEDERAL FUNDS

Federal funds from the federally funded First Responders and Community Partners Overdose Prevention Project in the amount of \$261,000 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 \$261,000 throughout the duration of year one of the grant. The 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

The 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

The 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;
- c. Financial records.

2. Retention

In accordance with regulations, the 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

The 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

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

5. Close-outs

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

6. Audits and Inspections

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

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

The SUBRECIPIENT must submit to monitoring of its activities by the GOVERNMENT as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of this agreement.

C. Procurement

The 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

The SUBRECIPIENT agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968, as amended, Section 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).

The 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

The 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. The 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. The 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

The 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 Grantee shall provide the 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

The 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

The 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. The 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

The SUBRECIPIENT will, in all solicitations or advertisements for employees placed or on behalf of the SUBRECIPIENT, state that it is an Equal Opportunity or Affirmative Action employer.

4. Subcontract Provisions

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

- B. The 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. The 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

The 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

The SUBRECIPIENT shall administer a policy designed to ensure that the SUBRECIPIENT is free from the illegal use, possession, or distribution of drugs or alcohol by its employees and beneficiaries.

I. Assignability

The SUBRECIPIENT shall not assign or transfer any interest in this Agreement without the prior written consent of the GOVERNMENT thereto; provided, however, that claims for money due or to become due to the GOVERNMENT under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the GOVERNMENT.

J. Subcontracts

a. Approvals

The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the GOVERNMENT prior to the execution of such agreement.

b. Monitoring

The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure compliance with this Agreement. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The SUBRECIPIENT shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The SUBRECIPIENT shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

- K. 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

The SUBRECIPIENT agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

M. Conflict of Interest

The 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

The SUBRECIPIENT hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal

loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;

- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all 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

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

Q. Suspension and Debarment

The 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

Authorized Official

Printed Name

Authorized Official

Printed Name

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 FIRST RESPONDERS AND COMMUNITY PARTNERS OVERDOSE PREVENTION PROJECT, FUNDED UNDER THE U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES FIRST RESPONDERS - COMPREHENSIVE ADDICTION AND RECOVERY ACT GRANT PROGRAM, AT A COST NOT TO EXCEED \$261,000.00.

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 First Responders and Community Partners Overdose Prevention Project funded under the U.S. Department of Health and Human Services First Responders – Comprehensive Addiction and Recovery Act grant program.

Section 2 – That an amount, not to exceed the sum of \$261,000.00, be and hereby is approved for payment from account #3190-606105-0001-75101, 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
0930-21:CAR:X:\CASES\COMDEV\21-LE0001\LEG\00738159.DOCX



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0931-21

File ID: 0931-21

Type: Agenda Item

Status: Agenda Ready

Version: 2

Contract #:

In Control: Grants and Special Programs

File Created: 09/13/2021

File Name: Request Council authorization to execute agreement in the amount of \$102,109 with the University of Kentucky Research Foundation (UKRF) for the provision of evaluation services for Year 4 of the First Responders and Community Partners Overdose Prevention

Final Action:

Title: Authorization to execute agreement in the amount of \$102,109 with the University of Kentucky Research Foundation (UKRF) for the provision of evaluation services for Year 4 of the First Responders and Community Partners Overdose Prevention Project funded under the U.S. Department of Health and Human Services First Responders - Comprehensive Addiction and Recovery Act Grant Program. Funds are budgeted. (L0931-21) (Baker/Allen-Bryant)

Notes:

Sponsors:

Enactment Date:

Attachments: 21 - Bluesheet Memo UKRF, BA 11249, Year 4 UKRF SAMHSA Grant contract for evaluation-Unsigned

Enactment Number:

Deed #:

Hearing Date:

Drafter: Celia Moore

Effective Date:

Related Files:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File 0931-21

Title

Authorization to execute agreement in the amount of \$102,109 with the University of Kentucky Research Foundation (UKRF) for the provision of evaluation services for Year 4 of the First Responders and Community Partners Overdose Prevention Project funded under the U.S. Department of Health and Human Services First Responders - Comprehensive Addiction and

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Summary

Authorization to execute agreement in the amount of \$102,109 with the University of Kentucky Research Foundation (UKRF) for the provision of evaluation services for Year 4 of the First Responders and Community Partners Overdose Prevention Project funded under the U.S. Department of Health and Human Services First Responders - Comprehensive Addiction and Recovery Act Grant Program. Funds are budgeted. (L0931-21) (Baker/Allen-Bryant)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Evan Thompson

Risk Management: N/A

Fully Budgeted: Budget amendment 11249 is in process.

Account Number: 3190-606105-0001-71299

This Fiscal Year Impact: \$102,109

Annual Impact: \$0

Project: SAMHSA_2022

Activity: FED_GRANT

Budget Reference: 2022

Current Balance: BA in process



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

**FROM: CHARLIE LANTER, DIRECTOR
DIVISION OF GRANTS AND SPECIAL PROGRAMS**

DATE: SEPTEMBER 13, 2021

SUBJECT: Agreement with University of Kentucky Research Foundation (UKRF)

Request: Council authorization to execute agreement in the amount of \$102,109 with the University of Kentucky Research Foundation (UKRF) for the provision of evaluation services for Year 4 of the First Responders and Community Partners Overdose Prevention Project funded under the U.S. Department of Health and Human Services First Responders - Comprehensive Addiction and Recovery Act Grant Program.

Purpose of Request: On September 16, 2021, Council will approve acceptance of federal funds from the U.S. Department of Health and Human Services for operating the First Responders - Comprehensive Addiction and Recovery Act Program. The funding agency requires recipients to contract with a service provider who will collect data and evaluate performance. The Division of Social Services listed the University of Kentucky Research Foundation as the required evaluator in the grant application.

UKRF will continue providing evaluation services pertaining to Year 4 of the Lexington-Fayette Urban County Government First Responders and Community Partners Overdose Prevention Project. The purpose of the project is to reduce the number of overdose fatalities by facilitating access to naloxone through first responders and members of other key community sectors.

What is the cost in this budget year and future budget years? \$102,109 is budgeted. Future budget years will depend on additional grant funding.

Are the funds budgeted? Budget amendment 11249 is in process and funds are budgeted as follow:

FUND	DEPT ID	SECT	ACCT	PROJECT	ACTIVITY	BUD REF	AMOUNT
3190	606105	0001	71299	SAMHSA_2022	FED_GRANT	2022	\$102,109

File Number: 0931-21

Director/Commissioner: Amy Baker/Kacy Allen-Bryant



LFUCG Budget Amendment Request Form

Requester: Moore,Celia E	Date: 08/09/2021	Status: Pending Approval	Amend Nbr: 11249
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Business Unit: LFUCG **Journal Date:** 08/09/2021 **Budget Period:** 2022 **Bid:** **Admin Review:**

▼ Personnel, Operating & Capital Accounts									
Personalize Find View 3   First  1-11 of 11  Last									
Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID	
1 3190	606105	0001	63121	Non-Civil Service Salaries	52,009.00	THERESAM	059223		
2 3190	606105	0001	63511	Pension Contributions	14,016.00	THERESAM	059223		
3 3190	606105	0001	63615	BP - UCG	5,201.00	THERESAM	059223		
4 3190	606105	0001	63621	FICA	3,547.00	THERESAM	059223		
5 3190	606105	0001	63622	Unemployment Insurance	110.00	THERESAM	059223		
6 3190	606105	0001	63624	Medicare Expense	830.00	THERESAM	059223		
7 3190	606105	0001	63625	Other Voluntary Benefits-UCG	100.00	THERESAM	059223		
8 3190	606105	0001	71299	Prof Svc - Other	162,995.00	THERESAM	059223		
9 3190	606105	0001	74102	Conferences and Other Training	2,736.00	THERESAM	059223		
10 3190	606105	0001	75101	Operating Supplies and Expense	267,850.00	THERESAM	059223		
11 3190	606105	0001	72203	Cell Phones	1,200.00	THERESAM	059223		

▼ Revenue Accounts									
Personalize Find View All   First  1 of 1  Last									
Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID	
1 3190	606105	0001	44010	Intergovernmental - Federal	510,594.00	THERESAM	059223		

▶ **Project/Grant Revenue**

▶ **Project/Grant Expenditures**

Comments:

To establish grant budget for SAMHSA_2022 (Year 4 only).

Net Amend Amt: 0.00  Submit for Approval

Save

Add

AGREEMENT

THIS AGREEMENT, entered into this ___ day of October 2021, by and between **UNIVERSITY OF KENTUCKY RESEARCH FOUNDATION** (hereinafter "UKRF"), 109 Kinkead Hall, Lexington, Kentucky 40506-0057 and **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (hereinafter called the "LFUCG"), whose address is 200 East Main Street, Lexington, Kentucky 40507.

RECITALS

WHEREAS, by being awarded the First Responders and Community Partners Overdose Prevention Project grant (CFDA 92.243) by the Department for Health and Human Services, Substance Abuse and Mental Health Services Administration, Center for Substance Abuse Prevention (Grant Number: 1H79SP08309-01), LFUCG must ensure that the evaluation processes described in the program narrative ("Exhibit A") are successfully accomplished.

WHEREAS, the Department has selected UKRF to complete the evaluation based on the experience and knowledge possessed by the personnel and staff, which is needed to complete the evaluation;

WHEREAS, because of the uniqueness of the evaluation, UKRF has been selected as a sole source provider;

NOW THEREFORE, in consideration of the foregoing and mutually agreed upon promises, conditions, and covenants herein expressed, LFUCG and UKRF agree as follows:

1. The above recitals are incorporated herein by reference, as if fully stated.

2. SCOPE OF WORK

LFUCG agrees to engage UKRF to perform the following services, outlined and more specifically described in Exhibit A, which are attached hereto and incorporated herein by reference:

- (a) Provide an evaluation approach that is conceptualized as a mixed methods process evaluation and outcome study incorporating a pre/posttest design with Government Performance and Results Acts baseline data on the training curriculum, at the end of the training event, and 30-day follow-up to the training.
- (b) Collect baseline and follow-up data using the GPRA Performance Measures.
- (c) Conduct a process evaluation focuses on assessing the development and implementation of the proposed first responder training curriculum using semi-structured open-ended interviews.
- (d) Attend and provide evaluation updates during Continuous Quality Improvement meetings to measure and address issues related to implementation and on-going challenges.
- (e) Submit semi-annual reports that include both process and local level outcome evaluation data.

3. COMPENSATION AND TERM

(a) LFUCG agrees to retain UKRF from October ____, 2021 through September 30, 2022 with a final report to be provided within 60 days of the contract end date.

(b) LFUCG shall compensate UKRF for the proposed services in an amount which shall not exceed **One Hundred Two Thousand One Hundred Nine Dollars and 00/100** (\$102,109.00) as outlined in the grant budget (Exhibit "B"), which is attached hereto and incorporated herein by reference.

(c) **Method of Payment**

Upon execution of this Agreement, UKRF will submit quarterly invoices for services provided.

4. The terms and conditions of this Agreement may be extended or amended at any time by mutual agreement of the parties in writing. Any alterations or modifications in the nature of the services or duties must be in writing and shall be in compliance with the Notices section of this Agreement.
5. The parties agree that each shall remain, independent contractors with respect to all services performed under this Agreement. Nothing is intended or should be construed in any manner as creating or establishing the relationship of co-partners between LFUCG and UKRF, or as constituting either party as the agent, servant, representative, or employee of the other for any purpose of in any manner whatsoever. Furthermore, UKRF represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any

contractual relationship with the LFUCG. All of the personnel engaged in the work shall be fully qualified to perform such services.

6. UKRF shall not contract any portion of the scope of work to a Third Party unless consent is given by LFUCG. LFUCG is not obligated or liable hereunder to any Third Party who completes any work specific to this Agreement.
7. To the extent permitted by law, the parties agrees to defend, indemnify, and hold the each other, its officers, agents, and employees harmless 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. This indemnity agreement shall in no way be limited by any financial responsibility and shall survive the termination of this Agreement.
8. UKRF shall furnish periodic reports concerning the status of the project as may be requested by LFUCG in addition to a mid-year report by April 15, 2022 and a year-end report by November 30, 2022. Additionally, UKRF shall provide an evaluation summary that includes all four years of grant activities by December 31, 2022. UKRF shall furnish LFUCG, upon request, with copies of all documents and other materials prepared or developed in relation with or as a part of the assessment.
9. UKRF shall maintain full and accurate records with respect to all matters covered under this Agreement. LFUCG shall have free access at all proper items to such records and the right to examine and audit the same and to make transcripts therefrom, and to inspect all assessment data, documents, and/or activities.

10. This Agreement contains the entire Agreement between the parties, and no statement, promises, or inducements by either party or agent of either party that is not contained in this written Agreement shall be valid and binding; and this Agreement may not be enlarged, modified, or altered except in compliance with the Modification section of this Agreement.

11. Notice.

All notices allowed or required to be given hereunder must be in writing dispatched by United States mail, or hand-delivered to the parties at the following:

For LFUCG:
Lexington-Fayette Urban County Government
200 East Main Street, 3rd floor
Lexington, Kentucky 40507
ATTN: Commissioner Chris Ford

For UKRF:
University of Kentucky Research Foundation
109 Kinkead Hall
Lexington, Kentucky 40506-0057
ATTN: Veronica Taylor

IN WITNESS WHEREOF, this Agreement is executed as of the day first written above.

**LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT**

Linda Gorton, Mayor

Date

UKRF

Kim C. Carter, Associate Director
University of Kentucky Research Foundation

Date



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0932-21

File ID: 0932-21

Type: Agenda Item

Status: Agenda Ready

Version: 1

Contract #:

In Control: Community Corrections

File Created: 09/13/2021

File Name: JailTracker- Maintenance Agreement

Final Action:

Title: Authorization to approve a five (5) year maintenance agreement for the Division of Community Corrections with JailTracker for the annual maintenance to the inmate information management system. JailTracker is a sole source due to the proprietary nature of the software. LFCUG has worked with JailTracker to negotiate a reduced maintenance cost for the 5 years. FY2022 impact is \$100,836.01. Funds are budgeted. (L0932-21) (Farmer/Armstrong)

Notes:

Sponsors:

Enactment Date:

Attachments: JailTracker - Fayette County KY - 5 year maintenance quote.pdf, Memo Reuquesting Approval_JailTracker Maintenance.pdf

Enactment Number:

Deed #:

Hearing Date:

Drafter: Gina C. Dulin

Effective Date:

Related Files:

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 0932-21

Title

Authorization to approve a five (5) year maintenance agreement for the Division of Community Corrections with JailTracker for the annual maintenance to the inmate information management system. JailTracker is a sole source due to the proprietary nature of the software. LFCUG has worked with JailTracker to negotiate a reduced maintenance cost for the 5 years. FY2022 impact is \$100,836.01. Funds are budgeted. (L0932-21) (Farmer/Armstrong)

Summary

Authorization to approve a five (5) year maintenance agreement for the Division of Community Corrections with JailTracker for the annual maintenance to the inmate information management system. JailTracker is a sole source due to the proprietary nature of the software. LFCUG has worked with JailTracker to negotiate a reduced maintenance cost for the 5 years. FY2022 impact is \$100,836.01. Funds are budgeted. (L0932-21) (Farmer/Armstrong)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: Yes, Completed by : C. Ross 09/10/2021

Risk Management: No

Fully Budgeted : Yes

Account Number: 1101-505401-5414-71208

This Fiscal Year Impact: \$ 100,836.01

Annual Impact: \$

Project:

Activity:

Budget Reference:

Current Balance: Fully budgeted



Quote #: JT-FYKY20210629
Quote Date: July 1, 2021
Expiration Date: Sept. 30, 2021

Quote For: Fayette County Detention Center
Contacts: Michael Campbell and Tony Gray
Address: 600 Old Frankfort Circle
City, State Zip: Lexington, KY 40510

Prepared By: Jill McCready
Phone: (517) 237-3744
Email: jmccready@jailtracker.com

Michael and Tony,

As requested, I am providing you with five-year maintenance quote for the Fayette County Detention Center.

Five Year Quote						
Coverage	JailTracker Base	Knowledge Sync	Mobile Upgrade	Adult Probation	Electronic Monitoring	TOTAL
Jan 2022 to Dec 2022	\$ 95,292.08	\$ 2,562.49	\$ 1,441.44	\$ 770.00	\$ 770.00	\$ 100,836.01
Jan 2023 to Dec 2023	\$ 99,103.76	\$ 2,664.99	\$ 1,499.10	\$ 800.80	\$ 800.80	\$ 104,869.45
Jan 2024 to Dec 2024	\$ 103,067.91	\$ 2,771.59	\$ 1,559.06	\$ 832.83	\$ 832.83	\$ 109,064.22
Jan 2025 to Dec 2025	\$ 107,190.63	\$ 2,882.45	\$ 1,621.42	\$ 866.14	\$ 866.14	\$ 113,426.78
Jan 2026 to Dec 2026	\$ 111,478.26	\$ 2,997.75	\$ 1,686.28	\$ 900.79	\$ 900.79	\$ 117,963.87
TOTAL						\$ 546,160.33

Should Fayette County Detention Center terminate maintenance prior to January 1, 2027, a true up payment will be owed for the difference on the discounted price offered to Fayette County Detention Center and the full cost of maintenance for the years used. *True up payment is due within 30 days of cancellation.*

True Up amount by year:

- Cancellation Year 2 (prior to Jan. 2023) - \$1,031.77
- Cancellation year 3 (prior to Jan. 2024) - \$3,123.49
- Cancellation year 4 (prior to Jan. 2025) - \$6,368.49
- Cancellation year 5 (prior to Jan. 2026) - \$10,866.39

Terms and Conditions:

- 1) This Quotation incorporates by reference the following document(s) between COLOSSUS, INCORPORATED (herein referred to as 'JailTracker') and Customer: 1) Master Purchase, License & Services Agreement; 2) JMS SaaS Agreement; 3) Hosting Services Agreement; 4) End User License Agreement; 5) Software Maintenance; and/or 6) Statement of Work, as applicable.
- 2) Any purchase order provided by Customer is valid only for purposes of identifying the 'bill to' and 'ship to' addresses. No additional terms contained within the purchase order shall be binding on JailTracker.
- 3) Applicable taxes, shipping and handling are not included unless specifically stated and will be added to the invoice at the time of issuance.
- 4) Each party executing this Quotation acknowledge and warrant that [he][she] is duly authorized by JailTracker and/or the Customer to execute this Quotation on JailTracker's and/or the Customer's behalf.
- 5) Unless otherwise marked on the actual invoice, payment terms are net-30 days from the date of invoice.
- 6) Transmission of images of signed Quotation by facsimile, e-mail or other electronic means shall have the same effect as the delivery in person of manually signed documents.

JailTracker:

Customer:

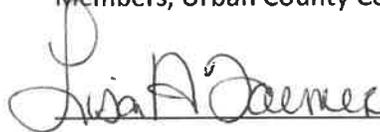
Signature _____
Name Andrew Wright
Title Executive Vice President
Date _____

Signature _____
Name _____
Title _____
Date _____



TO: Mayor Linda Gorton
Members, Urban County Council

FROM:

 9-14-2021

Lisa Farmer, Director
Division of Community Corrections

CC: Kenneth Armstrong, Commissioner
Department of Public Safety

DATE: September 13, 2021

SUBJECT: Request Council Approval of 5 Year Maintenance Quote with JailTracker

Request:

The Division of Community Corrections is requesting Council Approval of a 5 year maintenance agreement with JailTracker.

Why are you requesting?

The Division of Community Corrections is requesting Council Approval of a 5 year maintenance agreement with JailTracker for the annual maintenance to the inmate information management system. JailTracker is a sole source due to the proprietary nature of the software. LFCUG has worked with JailTracker to negotiate a reduced maintenance cost for the 5 years.



Five Year Quote						
Coverage	JailTracker Base	Knowledge Sync	Mobile Upgrade	Adult Probation	Electronic Monitoring	TOTAL
Jan 2022 to Dec 2022	\$ 95,292.08	\$ 2,562.49	\$ 1,441.44	\$ 770.00	\$ 770.00	\$ 100,836.01
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Jan 2026 to Dec 2026	\$ 111,478.26	\$ 2,997.75	\$ 1,686.28	\$ 900.79	\$ 900.79	\$ 117,963.87
TOTAL						\$ 546,160.33

Should the LFUCG terminate the maintenance agreement prior to January 1, 2027 a true up payment will be owed to JailTracker for the difference on the discounted pricing being offered.

True Up amount by year:

- Cancellation Year 2 (prior to Jan. 2023) - \$1,031.77
- Cancellation year 3 (prior to Jan. 2024) - \$3,123.49
- Cancellation year 4 (prior to Jan. 2025) - \$6,368.49
- Cancellation year 5 (prior to Jan. 2026) - \$10,866.39

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

The cost for this FY is: \$100,836.01

The cost for future FY is: see chart

Are the funds budgeted? Yes

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

Account number: 1101-505401-5414-71208

File Number: 0932-21

Director/Commissioner: Farmer/Armstrong

