Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Docket

Tuesday, September 17, 2024

3:00 PM

Packet

Council Chamber

Urban County Council Work Session

I. Public Comment - Issues on Agenda

II. Requested Rezonings/ Docket Approval

III. Approval of Summary

a **0927-24** Table of Motions: Council Work Session, September 10, 2024

Attachments: TOM 091024

IV. Budget Amendments

V. Budget Adjustments - For Information Only

VI. New Business

VII. Communications From the Mayor - Appointments

VIII. Communications From the Mayor - Donations

IX. Communications From the Mayor - Procurements

a **0926-24** A Resolution authorizing and approving the transfer of Council Capital Project Funds to the Div. of Traffic Engineering in the amount of $12,000 for two (2) sets of Speed Tables on Endon Dr., and $1,350 for speed tables on North Broadway Park, the Div. of Environmental Services in the amount of $25,000 for the Kilrush Greenspace Food Forest Project, and the Div. of Parks and Recreation in the amount of $5,000 for the “Sense of Place” Hamlet Initiative Project and $4,000 for a tree planting project with Gardenside Neighborhood Association. [Council Office, Hall]

Attachments: Capital List 9.17.24
Reso 0926-24 Council Capital (09-17-24) 4864-1848-3942 v.2.docx
R-497-2024

b **0928-24** Summary: Social Services & Public Safety Committee, July 2, 2024

Attachments: 07-02-2024 SSPS Summary and Motions

c **0929-24** Proclamation: National Preparedness Month

X. Continuing Business/ Presentations

XI. Council Reports

XII. Public Comment - Issues Not on Agenda

XIII. Adjournment

Administrative Synopsis - New Business Items

a **0888-24** A Resolution pursuant to KRS 381.755, KRS 67A.060, and 901 KAR 5:090 authorizing the removal and relocation of graves in an abandoned cemetery located upon property consisting of 0.036 acres located at 6300 Cedarcreek Lane, Lexington, Ky., owned by Ky. American Water Co. [Dept. of Planning and Preservation, Horn]

Attachments:
Blue Sheet Memo KYAM cemetery final
KyAm Cemetery Packet
Cemetery acceptance
Reso 0888-24 move cemetery 4858-8886-9347 v.1.docx
R-493-2024

b **0907-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Renewal Agreement with Toro NSN, for irrigation software support and service, and Extended Warranty Agreement at Kearney Hill Golf Links, at a cost estimated not to exceed $6,900. [Div. of Parks and Recreation, Conrad]

Attachments:
Kearney Hill Links Toro NSN Service Agreement Memo Signed
Kearney Hill Links GC_Toro NSN Renewal_2024
RESO 0907-24 Kearney Hills Golf Links Irrigation 4877-3778-9923 v.1.docx
R-494-2024

c **0908-24** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Purchase of Service Agreement (PSA) with Commerce Lexington, Inc., pursuant to RFP #35-2024, to assist with new business development and existing business retention and expansion, at a cost not to exceed the sum of $209,061.41. [Mayor's Office, Atkins]

Attachments:
Blue Sheet Commerce Lexington FY2025
Commerce Lexington Signed Agreement Partners Services FY2025
RESO 0908-24 EDP PSA Commerce Lex 4878-7209-6995 v.1.docx
R-483-2024
Contract #262-2024

d **0911-24** A Resolution establishing Emergent as a Sole Source Provider of nasal Narcan for United States Substance Abuse and Mental Health Services Administration (SAMSHA) FY2022 First-Responders Comprehensive Addiction and Recovery Support Services Act Grant for Year 3 Continuation of the Expanded First Responders

and Community Partners Overdose Prevention Project (EFRCPOPP), for the Dept. of Social Services, and authorizing the Mayor, or her designee, on behalf of the Urban County Government, to execute any necessary agreements with Emergent related to the procurement of these goods, at a cost not to exceed $92,250. [Dept. of Social Services, Allen-Bryant]

Attachments: 25- Blue Sheet Memo Emergent
Emergent PIP OTC Terms Conditions - Unsigned
Sole Source - Adapt Emergent Year 3
lex quote FY25
RESO 0911-24 - Emergent Sole Source SAMSHA 4872-4972-3875 v.1.docx
R-495-2024
Contract #256-2024

e **0912-24** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Memorandum of Agreement with Commerce Lexington, Inc., related to the Innovation Dr. and Georgetown Rd. Improvement Project, at no cost to the Urban County Government. [Dept. of Environmental Quality and Public Works, Albright]

Attachments: 25-Blue Sheet Memo Commerce Lexington MOA
Innovation Drive Exhibit
Commerce Lexington MOA for Mayor Signature
RESO 0912-24 Innovation Drive MOU 4876-6389-1171 v.1.docx
R-496-2024
Contract #280-2024

f **0914-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Subrecipient Agreement with Community Action Council for Lexington-Fayette, Bourbon, Harrison, and Nicholas Counties, Inc. ("CAC"), allocating $122,823 of funds awarded pursuant to the American Rescue Plan Act (ARPA) to the CAC to provide temporary emergency shelter and supportive services to homeless families caring for minor children, and authorizing the mayor to execute any other needed agreements or amendments with the CAC related to these funds. [Office of Homelessness Prevention and Intervention, Herron]

Attachments: 24-Bluesheet - CAC Winter Family Shelter 2024-25
CAC_EFH_WinterShelter_ScopeofWork-2024-25
Subrecipient Agreement (CAC -- families)- Final
RESO 914-24 4874-9487-6904 v.1.docx
R-484-2024
Contract #271-2024
Contract #271-2024 -

g **0915-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Memorandum of Understanding with New Vista, for call referral coordination. [Div. of Enhanced 911, Patton]

Attachments: Memo - New Vista MOU_Sept2024
MOU New Vista & E911_Sept2024
915-24 new vista.docx 4891-2371-3508 v.1.doc
R-485-2024
Contract #263-2024

h **0918-24** An Ordinance amending the Classified Civil Service authorized strength by abolishing one (1) classified position of Traffic Signal Technician Senior, Grade 517N, and creating one (1) classified position of Outside Plant (OSP) Network Integrator Senior, Grade 519N, in the Div. of Traffic Engineering, effective upon passage of Council. [Div. of Human Resources, George]

Attachments: Bluesheet Memo 25-0003
From To 25-0003
HR Fiscal Impact- 25-0003
ORD 0918-24 Abolish Traffic signal technician Create OSP network integrator
O-107-2024

i **0919-24** An Ordinance amending the Classified Civil Service authorized strength by creating one (1) classified position of Recreation Manager, Grade 520N, in the Div. of Aging Services, effective July 1, 2024. [Div. of Human Resources, George]

Attachments: Bluesheet Memo 25-0001c
From To 25-0001c
ORD 0919-24 Create recreation manager 4868-9685-7059 v.1.docx
O-108-2024

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0927-24

File ID:	0927-24	**Type:**	Summary	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	09/12/2024
File Name:	Table of Motions: Council Work Session, September 10, 2024			**Final Action:**	09/17/2024
Title:	Table of Motions: Council Work Session, September 10, 2024				
Notes:					
Sponsors:				**Enactment Date:**	
Attachments:	TOM 091024			**Enactment Number:**	
Deed #:				**Hearing Date:**	
Drafter:				**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	09/17/2024	Approved				Pass

Text of Legislative File 0927-24

Title

Table of Motions: Council Work Session, September 10, 2024

URBAN COUNTY COUNCIL
WORK SESSION
TABLE OF MOTIONS
September 10, 2024

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

I. Public Comment – Issues on Agenda

II. Requested Rezonings/Docket Approval

Motion by Sevigny to approve the September 12, 2024 Council Meeting Docket, as amended. Seconded by Ellinger II. Motion passed without dissent.

Motion by Reynolds to place on the docket for the September 12, 2024 Council Meeting, a resolution authorizing the mayor on behalf of the Urban County Government to execute an agreement for modification #1 to the CSEPP FY23 grant contract extending the date of the closeout operational period of the contract to September 30, 2025 at no cost to the Urban County Government. Seconded by Ellinger II. Motion passed without dissent.

III. Approval of Summary

Motion by Wu to approve the August 27, 2024 Work Session Summary. Seconded by Sheehan. Motion passed without dissent.

IV. Budget Amendments

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

V. Budget Adjustments – For Information Only

VI. New Business

Motion by Baxter to approve New Business. Seconded by Gray. LeGris and Sheehan recused on items c and g. Motion passed without dissent.

VII. Communications from the Mayor- Appointments

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

VIII. Communications from the Mayor- Donations

Motion by Gray to approve Communications from the Mayor- Donations. Seconded by Wu. Motion passed without dissent.

IX. Communications from the Mayor- Procurements

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

X. Continuing Business/Presentations

Councilmember Worley provided a summary of the June 11, 2024 GGP committee meeting and the August 29, 2024 special GGP committee meeting.

Motion by Worley to initiate the Zoning Ordinance Text Amendment (ZOTA) for the Digital Billboards as presented to the General Government and Planning Committee on August 29, 2024, for Planning Commission consideration and recommendation. Seconded by Baxter. Motion passed without dissent.

Motion by Worley to approve the proposed short-term rental ordinance and initiate the proposed ZOTA for Planning Commission consideration and recommendation, as amended. Seconded by Wu. Motion passed without dissent.

Motion by Worley to amend the previous motion to postpone the docketing of the short-term rental code of ordinance changes to a time certain, that time being when the ZOTA items are referred back from the Planning Commission and would coincide with the docketing of those items. Seconded by Ellinger. Motion passed without dissent.

XI. Council Reports

XII. Public Comment – Issues Not on Agenda

XIII. Adjournment

Motion by Gray to adjourn at 4:19 p.m. Seconded by Fogle. Motion passed without dissent.

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0926-24

File ID:	0926-24	**Type:**	Resolution	**Status:**	Second Reading
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	09/12/2024
File Name:	Council Capital List 9/17/24			**Final Action:**	10/10/2024

Title: A Resolution authorizing and approving the transfer of Council Capital Project Funds to the Div. of Traffic Engineering in the amount of $12,000 for two (2) sets of Speed Tables on Endon Dr., and $1,350 for speed tables on North Broadway Park, the Div. of Environmental Services in the amount of $25,000 for the Kilrush Greenspace Food Forest Project, and the Div. of Parks and Recreation in the amount of $5,000 for the "Sense Of Place" Hamlet Initiative Project and $4,000 for a tree planting project with Gardenside Neighborhood Association. [Council Office, Hall]

Notes:

Sponsors:		**Enactment Date:**	10/10/2024
Attachments:	Capital List 9.17.24, Reso 0926-24 Council Capital (09-17-24) 4864-1848-3942 v.2.docx, R-497-2024	**Enactment Number:**	R-497-2024
Deed #:		**Hearing Date:**	
Drafter:		**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	09/17/2024	Approved and Referred to Docket	Urban County Council	09/26/2024		Pass
1	Urban County Council	09/26/2024	Received First Reading	Urban County Council	10/10/2024		
1	Urban County Council	10/10/2024	Amended				Pass
1	Urban County Council	10/10/2024	Approved				Pass
1	Urban County Council	10/10/2024	Reconsidered				Pass
1	Urban County Council	10/10/2024	Approved				Pass

Text of Legislative File 0926-24

Title

A Resolution authorizing and approving the transfer of Council Capital Project Funds to the Div. of Traffic Engineering in the amount of $12,000 for two (2) sets of Speed Tables on Endon Dr., and $1,350 for speed

tables on North Broadway Park, the Div. of Environmental Services in the amount of $25,000 for the Kilrush Greenspace Food Forest Project, and the Div. of Parks and Recreation in the amount of $5,000 for the "Sense Of Place" Hamlet Initiative Project and $4,000 for a tree planting project with Gardenside Neighborhood Association. [Council Office, Hall]

Summary

Organization:
LFUCG - Traffic Engineering
Jeff Neal
1105-303602-3606-91616

Purpose:
For 2 sets of speed tables on Endon Drive due to on-going speeding and safety issues
Amount:
$ 12,000.00

Organization:
LFUCG - Traffic Engineering
Jeff Neal
1105-303602-3606-91616

Purpose:
For speed tables on North Broadway Park
Amount:
$ 1,350.00

Organization:
LFUCG - Environmental Services
Demetria Mehlhorn
1105-313201-3261-75105

Purpose:
For the Kilrush Greenspace Food Forest project
Amount:
$ 25,000.00

Organization:
LFUCG - Parks and Recreation
Michelle Kosieniak
1105-707602-7221-91017

Purpose:
For the "Sense of Place" hamlet initiative project
Amount:
$ 5,000.00

Organization:
LFUCG - Parks and Recreation
Michelle Kosieniak
1105-707602-7221-90319

Purpose:
For a tree planting project with Gardenside Neighborhood Association
Amount:
$ 4,000.00

Council Capital Projects
September 17, 2024
Work Session

Amount	Recipient	Purpose
$ 12,000.00	LFUCG - Traffic Engineering Jeff Neal 1105-303602-3606-91616	For 2 sets of speed tables on Endon Drive due to on-going speeding and safety issues
$ 1,350.00	LFUCG - Traffic Engineering Jeff Neal 1105-303602-3606-91616	For speed tables on North Broadway Park
$ 25,000.00	LFUCG - Environmental Services Demetria Mehlhorn 1105-313201-3261-75105	For the Kilrush Greenspace Food Forest project
$ 5,000.00	LFUCG - Parks and Recreation Michelle Kosieniak 1105-707602-7221-91017	For the "Sense of Place" hamlet initiative project
$ 4,000.00	LFUCG - Parks and Recreation Michelle Kosieniak 1105-707602-7221-90319	For a tree planting project with Gardenside Neighborhood Association

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING AND APPROVING THE TRANSFER OF COUNCIL CAPITAL PROJECT FUNDS TO THE DIVISION OF TRAFFIC ENGINEERING IN THE AMOUNT OF $1,350.00 FOR SPEED TABLES ON NORTH BROADWAY PARK, THE DIVISION OF ENVIRONMENTAL SERVICES IN THE AMOUNT OF $25,000.00 FOR THE KILRUSH GREENSPACE FOOD FOREST PROJECT, AND THE DIVISION OF PARKS AND RECREATION IN THE AMOUNT OF $5,000.00 FOR THE “SENSE OF PLACE” HAMLET INITIATIVE PROJECT AND $4,000.00 FOR A TREE PLANTING PROJECT WITH GARDENSIDE NEIGHBORHOOD ASSOCIATION.

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

Section 1 – That the transfer of funds in the amount of $1,350.00 from the Council Capital Project fund to the Division of Traffic Engineering (1105-303602-91616) for speed tables on North Broadway Park; $25,000.00 from the Council Capital Project fund to the Division of Environmental Services (1105-313201-75105) for the Kilrush Greenspace Food Forest project; $5,000.00 from the Council Capital Project fund to the Division of Parks and Recreation (1105-707602-91017) for the “Sense of Place” hamlet initiative project; and $4,000.00 from the Council Capital Project fund to the Division of Parks and Recreation (1105-707602-90319) for a tree planting project with Gardenside Neighborhood Association be and hereby is authorized and approved.

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
0926-24:GET:4864-1848-3942, v. 2

MOTION TO AMEND

I move to amend Item No. 5 under Resolutions – Second Reading, relating to a transfer of Council Capital Project Funds, to eliminate a duplication of funds previously authorized for the Endon Drive speed tables, reducing the allocation to the Division of Traffic Engineering for a new total allocation of $1,350.00. This is **not** a material change and does **not** require a new first reading.

_____

COUNCILMEMBER

Motion to be made at the Council meeting on October 10, 2024.

4862-3023-6397, v. 1

RESOLUTION NO. 497 - 2024

A RESOLUTION AUTHORIZING AND APPROVING THE TRANSFER OF COUNCIL CAPITAL PROJECT FUNDS TO THE DIVISION OF TRAFFIC ENGINEERING IN THE AMOUNT OF $1,350.00 FOR SPEED TABLES ON NORTH BROADWAY PARK, THE DIVISION OF ENVIRONMENTAL SERVICES IN THE AMOUNT OF $25,000.00 FOR THE KILRUSH GREENSPACE FOOD FOREST PROJECT, AND THE DIVISION OF PARKS AND RECREATION IN THE AMOUNT OF $5,000.00 FOR THE "SENSE OF PLACE" HAMLET INITIATIVE PROJECT AND $4,000.00 FOR A TREE PLANTING PROJECT WITH GARDENSIDE NEIGHBORHOOD ASSOCIATION.

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

Section 1 – That the transfer of funds in the amount of $1,350.00 from the Council Capital Project fund to the Division of Traffic Engineering (1105-303602-91616) for speed tables on North Broadway Park; $25,000.00 from the Council Capital Project fund to the Division of Environmental Services (1105-313201-75105) for the Kilrush Greenspace Food Forest project; $5,000.00 from the Council Capital Project fund to the Division of Parks and Recreation (1105-707602-91017) for the "Sense of Place" hamlet initiative project; and $4,000.00 from the Council Capital Project fund to the Division of Parks and Recreation (1105-707602-90319) for a tree planting project with Gardenside Neighborhood Association be and hereby is authorized and approved.

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

PASSED URBAN COUNTY COUNCIL: October 10, 2024

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0926-24:GET:4864-1848-3942, v. 2

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0928-24

File ID:	0928-24	**Type:**	Summary	**Status:**	Received and Filed
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	09/12/2024
File Name:	Summary: Social Services & Public Safety Committee, July 2, 2024			**Final Action:**	09/17/2024
Title:	Summary: Social Services & Public Safety Committee, July 2, 2024				
Notes:					
Sponsors:				**Enactment Date:**	
Attachments:	07-02-2024 SSPS Summary and Motions			**Enactment Number:**	
Deed #:				**Hearing Date:**	
Drafter:				**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	09/17/2024	Received and Filed				

Text of Legislative File 0928-24

Title

Summary: Social Services & Public Safety Committee, July 2, 2024

Social Services and Public Safety Committee

July 2, 2024

Summary and Motions

Chair Reynolds called the meeting to order at 1:00 p.m. Committee Members Ellinger, J. Brown, Fogle, Monarrez, Gray, F. Brown, Baxter, Sevigny, and Plomin were in attendance. Council Member Lynch was present as a non-voting member.

I. Approval of May 14, 2024 Committee Meeting Summary

Motion by Ellinger to approve the May 14, 2024 Committee Summary. Seconded by Baxter. Motion passed without dissent.

II. Recruitment, Retirement, and Retention for Public Safety

Ken Armstrong, Commissioner of Public Safety, provided an update on Recruitment, Retirement, and Retention for Public Safety. He reviewed recruitment activities and other initiatives for Division of Fire which include increased social media presence; enhanced software; and improved communication and engagement with applicants. There is a focus on physical and mental health with a wellness coordinator, physical fitness standards, and peer support. Other initiatives in the Division of Fire include the Safe Haven Box, Smoke Detector Program, and Hands-Only CPR. Authorized strength in the Division of Fire increased from 597 in 2019 to 622 in 2024. He spoke about attrition numbers which are based on data from January 1 each year and does not necessarily reflect turnover. When reviewing applicant numbers, he said there is one application process for two recruit classes.

Armstrong spoke about police recruitment and retention challenges which include competitive salaries, physical preparedness, and policing. The new workforce values different job benefits and senior personnel are leaving for other jobs in similar fields. Successes include overall increase in applications, utilizing social media, prep courses, and expanding recruiting efforts. Staffing successes include the police retiree program and an update to the age requirement for police candidates. He reviewed staffing levels and said 60-70% make it through the academy. He noted each class requires a separate application process.

Division of Community Corrections recruitment activities and initiatives include social media presence and a new Public Information Officer. They also have advertisements on city buses, local television stations, and an increased presence at job fairs. They communicate with Fort Campbell and Fort Knox advising them of an interest in recruiting veterans who are approaching separation from the military. Division of Corrections has established relationships with the Faith Based community to ask for their assistance in attracting candidates. The Division utilizes *Interview Now*, a software program that allows for the screening of job qualified applicants and contains ease of use communication through text message. Finally, he reviewed the status of collective bargaining agreements for each of the divisions.

When asked how many traffic safety officers there are, Armstrong said there are 20 authorized, 18 on duty, and 4 additional safety officers included in the upcoming budget. To clarify what is meant by "separating veterans", Armstrong said this makes individuals who are ready to leave service with the military aware there are jobs available in Public Safety. For example, there is a Military Police unit at Fort Knox which might be something they are interested in after military service. Armstrong said there are

approximately 300 officers assigned to the Bureau of Patrol and he will review last 5 years to see what this looks like. When asked if we have anything in place for current employees to help recruit or retain officers, Armstrong spoke about the referral program and explained how current officers can be compensated when recruits they bring in are doing well. Speaking about re-hiring retired employees, Armstrong said the Police Department hired 11 retired police officers and they also re-hire retired firefighters and community corrections officers.

Armstrong explained the 11 retired officers were not included in the number of vacancies because they are classified in the Human Resources system as 2 different positions. He described them as being similar to contract employees. When asked about authorized strength, Armstrong said this is the number of sworn positions Council has allocated over the years for each of the divisions. He said authorized strength is not based on anything other than averaging. There was some discussion about the number of vacancies and the impact this has on response times. Brian Maynard, Assistant Police Chief, explained the difference in priority versus non-priority calls. Armstrong added the Lexington Police Department has figured out how to use retired officers or civilians to fill vacancies and this saves about 1,000 personnel hours.
No action was taken on this item.

III. Eviction Diversion and Right to Counsel

Charlie Lanter, Commissioner of Housing Advocacy and Community Development began the presentation with an overview and acknowledged community partner involvement. Jonathan Wright, Housing Policy Advisor, spoke about Housing Stability Services as defined by the federal Emergency Rental Assistance (ERA). This program does all the things you might do to prevent an eviction *except* pay the rent. An opportunity was identified for a smaller targeted program that works closely with a vulnerable population (seniors, families with children, households fleeing domestic violence, etc.). Federal funding was exhausted last year, and they started working with community partners to build up the ability to offer housing stability services. He reviewed forcible detainer cases (eviction cases) filed in Fayette County 2018-2024. 2023 is when changes were implemented to the housing stabilization program to focus on tenants who have active forcible detainer cases which means you couldn't apply for rental assistance last year until your landlord filed an eviction case. This allowed the assistance to be targeted more accurately and effectively because this incentivized landlords to file eviction cases earlier and more often. The number of eviction warrants issued has continued to decrease since 2019. This means they have been able to save about 1,100 families from eviction. Kentucky Equal Justice Center focuses on tenant outreach and education to make sure tenants are aware of their circumstances. Wright spoke about the other assistance available to at risk tenants.

Wright explained the program is doing a good job reaching out to communities of color and the fact that a gap exists shows we have a lot of work to do. This is not a problem these programs can solve overnight by themselves but the fact these programs exist, and they are doing outreach is at least a step in the right direction. If there is a homeless family with a child in FCPS, the school will help them enroll and the McKinney-Vento program will refer families they believe to be eligible for this program to Goodwill. Almost all the families are several steps away from being ready to make the transition into housing. This program was designed to help people through the process and to find sustainable housing they can afford. Wright said the biggest barrier is employment. They have only seen a small number so far reach the point where they are ready to make the transition into housing with the help of financial assistance. When asked about McKinney-Vento, Wright said the first referral came in April 2023. In mid-June, 17 referrals were received from McKinney-Vento to Goodwill. 15 of those families as of mid-June were continuing to work with Goodwill. At that point, 1 of those 17 families successfully found housing. Since then, 2 more families

qualified for assistance and will transition into housing in the next couple of weeks. When asked how many case managers are available to help people with the transition, Jennifer Bergman, a Goodwill representative, said there are 4 career coaches and a program specialist who works with multiple programs. Wright stressed Goodwill is funding the staffing and administrative costs for the McKinney-Vento program 100% and everything LFUCG is funding for that program goes toward paying rent.
No action was taken on this item.

IV. Items Referred to Committee

No action was taken on this item.

The meeting was adjourned at 2:40 p.m.

KJT 08.16.24

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0929-24

File ID:	0929-24	**Type:**	Presentation	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	09/12/2024
File Name:	Proclamation: National Preparedness Month			**Final Action:**	09/17/2024
Title:	Proclamation: National Preparedness Month				
Notes:					
Sponsors:				**Enactment Date:**	
Attachments:				**Enactment Number:**	
Deed #:				**Hearing Date:**	
Drafter:				**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	09/17/2024	Received and Filed				

Text of Legislative File 0929-24

Title

Proclamation: National Preparedness Month

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0927-23

File ID:	0927-23	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Urban County Council Work Session
				File Created:	09/07/2023
File Name:	Page Break			**Final Action:**	

Title:

Notes:

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

History of Legislative File

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

Text of Legislative File 0927-23

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0888-24

File ID:	0888-24	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	08/30/2024
File Name:	Resolution for Kentucky American Cemetery Relocation			**Final Action:**	10/10/2024

Title: A Resolution pursuant to KRS 381.755, KRS 67A.060, and 901 KAR 5:090 authorizing the removal and relocation of graves in an abandoned cemetery located upon property consisting of 0.036 acres located at 6300 Cedarcreek Lane, Lexington, Ky., owned by Ky. American Water Co. [Dept. of Planning and Preservation, Horn]

Notes:

Sponsors:		**Enactment Date:**	10/10/2024
Attachments:	Blue Sheet Memo KYAM cemetery final, KyAm Cemetery Packet, Cemetery acceptance, Reso 0888-24 move cemetery 4858-8886-9347 v.1.docx, R-493-2024	**Enactment Number:**	R-493-2024
Deed #:		**Hearing Date:**	
Drafter:	Shaun Denney	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	09/17/2024	Approved and Referred to Docket	Urban County Council	09/26/2024		Pass
1	Urban County Council	09/26/2024	Received First Reading	Urban County Council	10/10/2024		
1	Urban County Council	10/10/2024	Approved				Pass

Text of Legislative File 0888-24

Title

A Resolution pursuant to KRS 381.755, KRS 67A.060, and 901 KAR 5:090 authorizing the removal and relocation of graves in an abandoned cemetery located upon property consisting of 0.036 acres located at 6300 Cedarcreek Lane, Lexington, Ky., owned by Ky. American Water Co. [Dept. of Planning and Preservation, Horn]

Summary

Authorization to remove and relocate graves in an abandoned cemetery at 6300 Cedarcreek Lane. No Budgetary impact. This is a request on behalf of Kentucky American Water pursuant to KRS 381.755, KRS 67A.060 and KAR 5:090. (L0888-24) (Horn)

Budgetary Implications [select]: NO

Advance Document Review:

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

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

Fully Budgeted [select]: NA

Account Number:

This Fiscal Year Impact: NA

Annual Impact: NA

Project:

Activity:

Budget Reference:

Current Balance:

TO: **Linda Gorton, Mayor**
Urban County Council

FROM: **Shaun Denney**
Department of Planning and Preservation

CC: **Commissioner Keith Horn**
Department of Planning and Preservation

DATE: **8/30/2024**

SUBJECT: **Resolution authorizing the removal and relocation of graves in an abandoned cemetery at 6300 Cedarcreek Lane**

Request: This is a request from Kentucky American Water to the Urban County Council seeking approval of a Resolution authorizing the removal and relocation of graves in an abandoned cemetery on the property at 6300 Cedarcreek Lane.

Purpose of Request: Kentucky American Water is seeking to relocate the Crawley Cemetery located at 6300 Cedarcreek Lane. The cemetery is abandoned and is located on land owned by Kentucky American Water. Due to existing operations and planned infrastructure improvements, Kentucky American Water is seeking the relocation of the Crawley Cemetery. Pursuant to KRS 381.755, KRS 67A.060, and KAR 5:090, Kentucky American Water requests that the Urban County Council issue a Resolution authorizing the relocation of the abandoned cemetery to Athens Church Cemetery. All applicable requirements of Statute and Kentucky Administrative Regulations will be followed for the relocation, including public notice which was posted in the Lexington-Herald Leader on April 14, 2024.

Cost in this Budget year and future budget years: No budgetary impact.

Are the funds budgeted? N/A

File Number: 0888-24

Director/Commissioner: Denney/Horn

cra
cultural resource analysts, inc.

August 23, 2024

Lexington-Fayette Urban County Council
200 East Main Street
Lexington, Kentucky 40507

RE: Crawley Cemetery Relocation, Fayette County, Kentucky

To Whom It May Concern:

This document contains information regarding the historic Crawley Cemetery, located at 6300 Cedarcreek Lane in Lexington, Fayette County, and more specifically at 37.903939, -84.375869. The cemetery is located on land owned by Kentucky American Water and it is within existing and planned infrastructure.

Cultural Resource Analysts, Inc., has been retained by Kentucky American Water to provide services associated with the relocation of all graves associated with the historic Crawley Cemetery. Based on gravemarkers, the known graves in the cemetery consist of: George Tilford Crawley (son of William and Nancy Crawley), born April 1882, died November 1894; Georgia Wilson, born December 1899, died April 1900; Chas. Wilson (unknown dates); and "Phil" (illegible inscription and unknown dates). Seven additional graves were marked with in situ uninscribed fieldstones, and there was one additional commercially produced, but displaced, headstone with an illegible inscription. The current information suggests the presence of at least 12 interments in the cemetery, and it is possible that additional individuals were interred in the cemetery in graves that are no longer marked on the surface. Kentucky American Water purchased the property that contains the Crawley Cemetery on April 29, 1975 (Fayette County Clerks' Office Deed Book 1122:357).

Cultural Resource Analysts, Inc., and Kentucky American Water request to be placed on the docket for the next meeting of the Lexington-Fayette Urban County Council in order to obtain a resolution for the Council to allow for the relocation of all graves from the Crawley Cemetery.

The following pages provide information regarding the proposed cemetery relocation. All of the proposed work for the relocation of the Crawley Cemetery will be conducted under the supervision and direction of Alexandra Bybee, who is a bioarchaeologist with Cultural Resource Analysts, Inc. The relocation will be conducted in a respectful and professional manner.

Sincerely,

Alexandra D. Bybee, RPA 11813

Principal Investigator and Bioarchaeology Specialist

Enclosure:

Corporate Headquarters
151 Walton Avenue
Lexington, KY 40508
office 859.252.4737
fax 859.254.3747
www.crai-ky.com

Historic Crawley Cemetery Relocation

The following presents a summary of the work conducted to date regarding the proposed relocation of the historic Crawley Cemetery, Fayette County, Kentucky. This has included two visits to the cemetery, a newspaper advertisement, preparation of a scope of services for the relocation, research to identify next of kin, contacts with identified next of kin, and preparation of a map depicting the cemetery within the proposed and existing infrastructure at the Kentucky American Water property. The next of kin have indicated that they would like the historic Crawley Cemetery to be relocated to the Athens Christian Church Cemetery.

1. Archaeologists from Cultural Resource Analysts, Inc. (CRA) (Ms. Alexandra Bybee, Ms. Jaycee Castro, and Ms. Hannah Whelan), met with a representative of Kentucky American Water (Mr. Austin Thore) at the historic Crawley Cemetery on February 26, 2024, to record information about the cemetery, including inscriptions on gravemarkers. The visit to the cemetery resulted in the documentation of approximately 12 graves, including five commercially produced gravemarkers (two with dates of 1894 and 1900) and seven marked with fieldstone gravemarkers. There were significant discrepancies regarding the individuals who were interred in the historic Crawley Cemetery on the Kentucky American Water property and in records about another Crawley Cemetery that is not on the property. The discrepancies were found in the Findagrave.com website, which listed numerous individuals whose gravemarkers were not present in the historic Crawley Cemetery; it must be noted that after the newspaper advertisement was published, the Findagrave.com listing was amended to include the graves identified during the February 26, 2024, meeting, but that all of the other interments were left in the listing. The families listed in Findagrave.com, but whose gravemarkers were not present, included the surnames Crawley, Kanatzer, Knatzer, Martin, and Owens, with death dates ranging between 1918 and 1961.
2. A scope of services for the archaeological relocation of the historic Crawley Cemetery was prepared by Ms. Bybee of CRA. The scope of services is provided on pages 4–8 of this document.
3. Ms. Bybee of CRA emailed Mr. James Duncan, the Director of Planning at the Lexington-Fayette Urban County Government (LFUCG), on April 9, 2024, to inform his office of the proposed relocation of the historic Crawley Cemetery. Mr. Duncan forwarded the email to Ms. Bettie Kerr, the Director of the Division of Historic Preservation at LFUCG, and Ms. Kerr indicated that she was interested in visiting the cemetery.
4. A legal notice for the proposed relocation of the historic Crawley Cemetery was placed in the April 14, 2024, print and online editions of the Lexington Herald-Leader. This newspaper advertisement was provided to the Kentucky Genealogical Society, who shared the advertisement on their social media platform (Facebook). A copy of the newspaper advertisement is provided on page 9 of this document.
5. Following the newspaper advertisement and online notifications, several possible descendants came forward, four of whom met at the Kentucky American Water property to visit the cemetery on May 1, 2024. These consisted of Ms. Tambri Johnson, Ms. Cheryl Tungate, Ms. Christina Eary, and Ms. Sandy Martin. Also in attendance were Ms. Kerr of LFUCG, Mr. Thore of Kentucky American Water, and Ms. Bybee of CRA. The group visited the cemetery and then

discussed the proposed relocation. Following the meeting, Ms. Bybee and the descendants met with another possible descendant, Mr. Michael Banks, who resides just outside the Kentucky American Water property. One other possible descendant was identified, but was not in attendance. This was Mr. Kevin Henry, who has only been in contact via email to date (as of August 22, 2024); he is the first cousin of Ms. Tungate and Ms. Eary.

6. On May 24, 2024, CRA personnel (Ms. Bybee, Ms. Castro, and Ms. Whelan) visited the Fayette County Clerk's Office to research the deeds associated with the property on which the historic Crawley Cemetery is located. The deed search indicated that Kentucky American Water purchased the 73.55-acre tract of land that contains the historic Crawley Cemetery on April 29, 1975, from Phillip Crawley for $34,000 (Fayette County Clerk's Office, Deed Book 1122:357). Kentucky American Water Company is listed as the owner of record for the property as of January 1, 2024. The deed summary, as reported from the Fayette County Property Valuation Administrator's website, is provided on pages 10 and 11 of this document.
7. Detailed archival and genealogical research was conducted by CRA personnel (Ms. Bybee, Ms. Castro, and Ms. Whelan) between May and August of 2024. This research included tracing genealogical lineages for the Crawley and Wilson families. The closest identified descendants included Ms. Martin, who had visited the cemetery on May 4, 2024, along with her two sisters (Linda [nee Martin] Henry and Mary [nee Martin] Clem) and Ms. Johnson's mother, Barbara (nee Shanks) Fizer. These descendants were first cousins twice removed of George T. Crawley and second cousins of Georgia Wilson. Mr. Banks was found not to be a direct descendant (he was related through marriage only) and Mr. Henry was found to be the son of Ms. Linda (nee Martin) Henry (his mother was a closer lineal descendant). The direct lineal descendants have all signed letters in support of the proposed relocation of the historic Crawley Cemetery; the letters are provided on pages 12–15 of this document.
8. Ms. Bybee contacted Mr. Steve Catts, who manages the Athens Christian Church Cemetery. Mr. Catts has proposed to the Athens Christian Church Cemetery Board that the historic Crawley Cemetery be relocated there. However, the Athens Christian Church Cemetery Board had to cancel an earlier meeting in August, which has been rescheduled for August 27, 2024. If the Athens Christian Church Cemetery declines to have the historic Crawley Cemetery interred there, the Lexington Cemetery will be used for reinterment instead.
9. Maps of the cemetery location, along with existing and proposed infrastructure, are provided on pages 16 and 17 of this document.

cra
cultural resource analysts, inc

Proposal for Crawley Cemetery Relocation, Fayette County, Kentucky

March 4, 2024

Submitted to:

Austin Thore, PE
Senior Project Engineer
Kentucky American Water
2300 Richmond Road
Lexington, Kentucky 40502
Cell: (859) 559-9514
Email: Austin.Thore@amwater.com

Project Identification
Crawley Cemetery
Fayette County, Kentucky
Proposal Number: KY24P-0114

Introduction

Austin Thore of Kentucky American Water has requested that Cultural Resource Analysts, Inc. (CRA), provide a scope of services and fee proposal for the archaeological relocation of all graves from the Crawley Cemetery in Fayette County, Kentucky. The cemetery does not appear to have been recorded as an archaeological site, and the entry for the cemetery in Findagrave.com appears to be inaccurate, as it suggested there were 11 graves that dated between 1915 and 2001.

CRA personnel met with Mr. Thore on February 26, 2024, for an initial reconnaissance of the cemetery. The cemetery was bounded on all sides by a low stone fence composed of several courses of thin, dry-laid limestone slabs. The stone fence was roughly square in shape with each side measuring approximately 12 m in length. A modern chain link fence had been installed around the stone fence. The ground surface immediately surrounding the fenced area was level and at the same general elevation as what was identified within the cemetery; approximately 10 m from the stone fence on the northern, southern, and western sides, the land had been modified with the addition of at least 1 m of fill across the landform (the eastern side appeared to be the naturally sloping portion of the landform and did not appear to have been modified). Vegetation within the stone fence consisted of several mature deciduous and coniferous trees, along with a variety of weeds and periwinkle. Five commercially produced headstones were identified, along with seven in situ rough fieldstone headstones (additional commercially produced and rough fieldstone footstones were also observed). No inscriptions were observed for the visible portions of the rough fieldstone headstones. Four commercially produced headstones were associated with the interments of: Georgia Wilson (born December 13, 1899, died April 2, 1900); Chas. Wilson (no observed dates); George Tilford Crawley (born April 15, 1882, died November 22, 1894); and "Phil" (illegible names and dates of birth and death). The headstones of George Tilford Crawley and Georgia Wilson were in situ, whereas the others had been displaced. The initial reconnaissance of the cemetery resulted in the identification of 12 graves. However, the vegetation may have masked the presence of additional in situ or fallen gravemarkers within the stone fence. Unmarked graves may be present outside the stone fence.

The following presents a scope of work and fee proposal for the relocation of all graves from the Crawley Cemetery. The proposed work will consist of the following items:

1. Conduct archival research in an attempt to identify the names of additional individuals who may be

interred in the cemetery, and to provide names of living relatives of individuals interred in the cemetery;

2. Attempt to notify the relatives of the individuals known to be interred in the cemetery, which will include one advertisement in a newspaper of local circulation;
3. Consult with Lexington Urban County Government (LFUCG) Planning Division personnel and aid Kentucky American Water's legal counsel in petitioning the Fayette County court to have the cemetery declared abandoned;
4. Obtain a permit to disinter and reinter from the Office of Vital Statistics;
5. Detailed mapping and photography of the extant stone fence and recording of the cemetery and stone fence with the Kentucky Heritage Council and Office of State Archaeology;
6. Hand excavation of up to 12 graves and recovery of all human remains, personal items, and coffin hardware; if additional graves are identified, a per-grave fee for each additional grave will be added to the total cost;
7. Transport of all human remains, personal items, and coffin hardware to the Lexington, Kentucky, office of CRA for analysis and storage until reinterment;
8. Laboratory analysis of recovered human remains, personal items, and coffin hardware;
9. Transport of all human remains, personal items, and coffin hardware to the reinterment cemetery; and
10. Production of a full archaeological report.

Scope of Work

Newspaper Advertisement, Next-of-Kin Contacts, Court Petition, and Office of Vital Statistics Permit

CRA's relocation of graves from the Crawley Cemetery will begin with consultation with LFUCG Planning Division personnel to notify the city of the planned relocation, followed by placement of a notification in a newspaper of local circulation (Lexington Herald Leader). The notification will include the information as required under KRS 381.755, including the locations of the existing cemetery and proposed reinterment cemetery, names of the deceased, and a statement of the intention to petition the fiscal court to allow for relocation of graves, among other details. Per KRS 381.755, the applicant must wait 60 days after the initial publication before petitioning the court. The newspaper advertisement shall only be placed once. It is recommended that the client advertise this same information on social media or other digital platforms, including the corporate website, and that the notice be displayed along the roadway leading to the Kentucky American Water property at 6300 Cedar Creek Lane.

CRA will attempt to contact any identified next-of-kin who are of the closest relation to the interred individuals. In Kentucky, consent to relocate a cemetery must be obtained from the next-of-kin in writing; however, a cemetery can be declared abandoned if it has been left untended for a period of 10 years (see KRS 381.755).

No earlier than 60 days after the date of the public notice, legal counsel provided by the client, with the help of CRA personnel, will petition the court to declare the cemetery abandoned. It is anticipated that the court will issue an order authorizing the disinterment of graves from the cemetery. However, it must be noted that it is possible the court will not allow for the relocation. Assuming the order has been issued, CRA will obtain a Permit to Disinter and Reinter from Kentucky's Office of Vital Statistics in Frankfort.

Preliminary Fieldwork (Recording Stone Fence and Gravemarkers, Soil Sampling, Monitoring

Vegetation Removal, Mapping, Removal of Gravemarkers, Mechanical Excavations) and Archaeological Excavation, Analysis, and Report Preparation

The initial work at the cemetery will consist of recording the stone fence and gravemarkers, which will entail detailed line drawings and photography, along with records of the inscriptions and materials used for each gravemarker. The locations of all surface features will be recorded with a Total Station. This will be followed by soil contaminant sampling. Arsenic, mercury, and lead were used for embalming (arsenic and mercury) and in hardware production (lead) during the late nineteenth and early twentieth centuries. Soil samples will need to be extracted from the two graves that are known to date from this period (George Tilford Crawley, died 1894; Georgia Wilson, died 1900) to assess the presence or absence of these hazardous materials. Along with these two graves, control samples will be collected off site for comparison. Samples will be analyzed by Microbac in Lexington, Kentucky.

After the above tasks have been completed, all of the monuments within the cemetery will be moved off site and stored on Kentucky American Water property until the reinterment can be conducted. The client will be responsible for storing and later transporting the gravemarkers to the reinterment cemetery. The client will also be responsible for removal of the metal and stone fences and all vegetation within and around the cemetery; removal of the stone fence and vegetation must be monitored by a professional archaeologist, whereas removal of the metal fence can be conducted at any time by the client. Following removal of the fences, gravemarkers, and vegetation, the mechanical excavation of the topsoil and subsoil from the cemetery will be conducted until a buffer of 10 m (33 ft) with no graves has been reached. This will be conducted with a backhoe or trackhoe equipped with a smooth bucket, which shall be provided by the client.

After the results of the soil sampling are available, the hand excavation of graves will begin. It must be noted that if high levels of arsenic, mercury, and/or lead are found in any of the samples, extra safety precautions, including but not limited to use of respirators and Tyvek outer layers, may be necessary; costs associated with enhanced safety precautions are not included in this fee proposal. Based on preliminary data from the site visit and limited archival research conducted to date, the cemetery contains at least 12 graves, and the identities and ages of only two individuals are currently known (George Crawley, age 12 years; Georgia Wilson, age 4 months). Based on the distances between a few rough fieldstone headstones and footstones, it appeared that at least three adults were present in the cemetery, as well. It is anticipated that the adult graves will contain skeletal and/or dental materials that will be suitable for analysis; infant and child graves will probably contain less intact skeletal or dental material suitable for analysis.

It is assumed that the rough fieldstone gravemarkers represent interments that were made earlier than those marked with commercially produced gravemarkers (i.e., pre-1894). It is anticipated that all of the graves will contain utilitarian hardware, such as nails and screws, and that at least some will contain decorative hardware, such as handles, thumbscrews, and escutcheons. Clothing and other personal items (i.e., shoes, straight pins, buttons, and hair combs, among others) are probably also present in many of the graves. As such, it is anticipated that each grave will contain coffin hardware and clothing-related artifacts or other personal items that will be analyzed. Textiles will not be analyzed in detail if recovered.

As each grave is excavated, the recovered human remains and artifacts will be placed in individual cardboard boxes or other receptacles labeled with appropriate information minimally consisting of the cemetery name, grave number, date of excavation, and initials of the excavator. All materials from a single grave will be kept together to ensure that no graves become mixed. All skeletal and dental remains will be analyzed to assess biological characteristics, such as age, sex, stature, pathology, trauma, and biological affinity, through morphological characteristics and metric measurements. Human hair and soft tissues will not be analyzed if recovered. A technical report will be prepared based on the results of the

excavation.

Intact Caskets and Vaults

At least two of the graves date to a period in which sturdy vaults and caskets were available, and it is considered possible that intact caskets or vaults may be identified. If intact caskets or vaults are identified, it is possible that they will be in such condition that they can be used for reinterment. In this case, the intact caskets or vaults will probably not be opened, and the human remains will not be analyzed (unless the casket or vault can be thoroughly resealed). If any portion of the casket or vault has been compromised, it will probably be unsuitable for reinterment, and the human remains and other materials will be fully analyzed. If intact vaults and/or coffins are present, they will need to be stored at the Kentucky American Water property until reinterment can be conducted.

Monument Company, Vault Company, and Funeral Home Services

CRA can contract with a local monument company for the refurbishment and installation of the existing monuments at the reinterment cemetery. If unmarked graves are identified, or if existing gravemarkers cannot be reinstalled due to poor condition, CRA can also contract with the monument company to provide new gravemarkers as needed. CRA can also contract with a vault company to provide combination caskets/vaults for reinterment. It is unclear if use of a funeral home will be necessary for the reinterment, but CRA can contract with a funeral home as necessary.

Additional Analyses

CRA can conduct additional analyses of recovered materials, as requested by the client. These include, but are not limited to: parasitology of pelvic soil samples to assess health of the population; DNA analysis to determine biological affinity or to attempt to match to identified descendants (done through an outside consultant); and trace element analysis to determine geographic origins (also done through an outside consultant). The costs for these types of analyses can be determined should the need arise.

Schedule

The preliminary work, including consulting with LFUCG Planning Division personnel, archival research, contacting next of kin, newspaper advertisement, petitioning the court, and obtaining a permit from the Office of Vital Statistics, can begin within 5 business days of the notice to proceed. It must be noted that the court cannot be petitioned until at least 60 days after the newspaper advertisement has been published. The initial archival research will take no more than 1 work week to complete. The initial fieldwork, consisting of recording the stone fence and gravemarkers, Total Station mapping, soil sampling, and mechanical excavations, will take no more than 1 work week to complete. Soil sampling typically requires up to 2 weeks; therefore, the archaeological excavation can begin approximately 2 weeks after the soil samples have been submitted for analysis. The archaeological excavation of up to 12 graves will require approximately 7 work days to complete, but possibly longer if more than 12 graves are identified. Daily updates can be provided to the client during the fieldwork as needed. A management summary of the investigation will be produced within 4 weeks following the fieldwork. The management summary will be used to demonstrate to the client that the fieldwork was successfully completed. A final report of the investigation will be produced within 18 months following the completion of all fieldwork.

Fee Proposal (REDACTED)

Terms and Assumptions

The following assumptions have been made when preparing the scope of work for this project. These are not intended to be all-inclusive, and it is recognized that unforeseen changes and circumstances may result during the course of the project. Should these situations arise, CRA will, in a timely manner, address specific scope issues with the client to reach an agreement for any needed modifications.

- The client will provide all necessary mechanical equipment (i.e., backhoe or trackhoe with a smooth bucket and dump truck [if deemed necessary by the client to transport excavated sediment]), along with operators for this equipment.
- The client will be responsible for preparing the site area for mechanical excavations, including removal of the metal and stone fences, large trees, tree root balls, and any other vegetation. Sediment containment will also be the responsibility of the client.
- If hazardous levels of arsenic, mercury, and/or lead are present in the soil samples, mitigation of effects may be necessary, with costs associated with mitigation efforts possibly including purchase of respirators and Tyvek outer layers, among others.
- The client will be responsible for storing the gravemarkers and any intact vaults or coffins that may be present, and for transporting them to the reinterment cemetery.
- If next-of-kin need to be contacted in person, additional fees to cover time and mileage may be charged.
- There will be no delays due to inclement weather or other conditions that are adverse to conducting fieldwork.
- There will be no issues or delays in obtaining access to the project area.
- The client will be responsible for all activities related to the reinterment cemetery, including but not limited to identifying the reinterment cemetery (CRA can aid in determining an appropriate reinterment location, but the wishes of identified next-of-kin should also be considered), purchasing plots, or costs associated with opening and closing of the individual graves, among others.
- The client will be responsible for backfilling, returning to grade, and seeding/strawing of the excavated area, if necessary, along with any soil containment that needs to be conducted during the excavation (i.e., placement of silt fences or other soil containment measures).
- Formal meetings with reviewing agencies or others are beyond the scope of this proposal.
- Any client required safety training or drug testing is not included.
- Costs associated with the services of a funeral home or funeral director, obtaining reinterment containers, and services provided by a monument company (including purchase, fixing, and setting any gravemarkers, among others) are not included in the associated fee proposal.

FOR Cultural Resource Analysts:

Signed:_____
Name: Steven D. Creasman, RPA
Position: Vice President

FOR Kentucky American Water:

Signed: _____
Name: Austin T. Thore, PE
Position: Senior Project Engineer

McClatchy

The Beaufort Gazette
The Belleville News-Democrat
Bellingham Herald
Centre Daily Times
Sun Herald
Idaho Statesman
Bradenton Herald
The Charlotte Observer
The State
Ledger-Enquirer

Durham | The Herald-Sun
Fort Worth Star-Telegram
The Fresno Bee
The Island Packet
The Kansas City Star
Lexington Herald-Leader
The Telegraph - Macon
Merced Sun-Star
Miami Herald
El Nuevo Herald

The Modesto Bee
The Sun News - Myrtle Beach
Raleigh News & Observer
Rock Hill | The Herald
The Sacramento Bee
San Luis Obispo Tribune
Tacoma | The News Tribune
Tri-City Herald
The Wichita Eagle
The Olympian

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
140582	540651	Print Legal Ad-IPL01681430 - IPL0168143		$345.00	1	49 L

Attention: Alexandra Bybee
Cultural Resource Analysts, Inc.
151 Walton Avenue
Lexington, KY 40508

bybee@crai-ky.com

Crawley Cemetery Relocation
Pursuant to KRS 381.755 and KRS 424, notice is given of the following intended action: Kentucky American Water plans construction in the vicinity of the historic Crawley Cemetery located at 6300 Cedarcreek Lane, Lexington, Fayette County, Kentucky. The proposed construction will affect graves at the Crawley Cemetery, which is located specifically at 37.903939, -84.375869. Cultural Resource Analysts, Inc., on behalf of Kentucky American Water, will be filing an application with the Fayette County Fiscal Court to relocate the Crawley Cemetery to the Athens Christian Church Cemetery or Lexington Cemetery, depending on availability and the wishes of identified next-of-kin. Known graves in the Crawley Cemetery include: George Tilford Crawley (son of William and Nancy Crawley), born April 1882, died November 1894; Georgia Wilson, born December 1899, died April 1900; Chas. Wilson (unknown dates); and "Phil" (illegible inscription and unknown dates); 7 graves marked with uninscribed fieldstones; and 1 commercially produced headstone with an illegible inscription. It is possible that other individuals are interred in the cemetery in unmarked graves. Any order or resolution issued by the Fayette County Fiscal Court granting said application will specify and declare that at any time after the expiration of sixty (60) days after the publication of this Notice, the Fayette County Fiscal Court will direct the removal and relocation of the affected graves. If you have questions or objections concerning this application, or if you have information about individuals interred in the cemetery, please contact Alexandra Bybee at (859) 533-9842 or bybee@crai-ky.com
IPL0168143
Apr 14 2024

STATE OF)

KENTUCKY) AFFIDAVIT

COUNTY OF FAYETTE)

I, Crystal Trunick makes oath that the advertisement, was published in the Lexington Herald- Leader, a newspaper in Fayette County, State and County aforesaid, in the issue(s) of

1 insertion(s) published on:
04/14/24

Crystal Trunick
Legal Clerk

Sworn to and subscribed before me this 15th day of April in the year of 2024

Stephanie Hatcher
Notary Public in and for the state of Texas, residing in Dallas County

STEPHANIE HATCHER
My Notary ID # 133534406
Expires January 14, 2026

Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!



Summary



Parcel Number	94018640
Location Address	6300 CEDARCREEK LN LEXINGTON KY 40515
Tax District	District 02
Tax Rate	1.0893
Acres	73.55
Legal Description	R-831 COMBS & KY AMERICAN WATER CO LOT PC 1-9
Property Class	X - FRANCHISE
PVA Neighborhood	759 - RURAL & MISC
Land Use Code	(489) C - PUBLIC SERVICE
USA/RSA Map	35
Map Block	319
Lot	PC 1-9
Subdivision	COMBS & KY AMERICAN WATER CO
Cabinet/Slide	R-831
ND-1 Zone	
Overlay	
PDR	
Map Scale	400
Block	
LFUCG Zoning	A-R - AGRICULTURAL RURAL
Deeded SqFt	3,203,838
Frontage / Out of	0 /

Owner

KY AMERICAN WATER CO
2300 RICHMOND RD
LEXINGTON KY 40502 1308
January 1, 2024 Owner
KY AMERICAN WATER CO

Commercial Improvement Information

Card	1	Year Built	1976
Building No	1	Above Grade Sqft	1,170
Structure Code/Desc	750-LFUCG OWNED	Total Basement Sqft	
Units	0		

Card	2	Year Built	1976
Building No	1	Above Grade Sqft	16,294
Structure Code/Desc	750-LFUCG OWNED	Total Basement Sqft	
Units	0		

Card	3	Year Built	1976
Building No	1	Above Grade Sqft	1,922
Structure Code/Desc	750-LFUCG OWNED	Total Basement Sqft	
Units	0		

Card	4	Year Built	1
Building No	1	Above Grade Sqft	10,440
Structure Code/Desc	750-LFUCG OWNED	Total Basement Sqft	
Units	0		

Card	5	Year Built	1976
Building No	1	Above Grade Sqft	3,735
Structure Code/Desc	401-MFG/PROCESS	Total Basement Sqft	
Units	0		

Accessory Information

Card 1

Description	Year Built	Size	Area	Grade
EQUIPMENT SHED	1950	14 x 32	448	B -GOOD
FRAME MACHINERY SHED	1980	28 x 28	784	B -GOOD

Sales

Sale Date	Sale Price	Deed Book	Deed Page	Sales Validity	Owner	Previous Owner	Recording
4/29/1975	$34,000	1122	357	ARMS LENGTH TRANSACTION	KY AMERICAN WATER CO	CRAWLEY PHILLIP	1122 357

Valuation

	2024	2023	2022	2021
Fair Cash Value	$0	$0	$0	$0
Agricultural Value Land	$0	$0	$0	$0
Agricultural Value Total	$0	$0	$0	$0
Exempt	$0	$0	$0	$0
Taxable Value	$0	$0	$0	$0

No data available for the following modules: Assessment Notice, Residential Improvement Information, Comparable Sales List, .

User Privacy Policy GDPR Privacy Notice
Last Data Upload: 8/13/2024, 11:52:24 AM

I, Mary (nee Martin) Clem, being of lawful age, depose and swear:

I am the first cousin twice removed of George T. Crawley, born 1882 and died 1894, and interred in the historic Crawley Cemetery. My familial relationship is as follows:

> Mary (nee Martin) Clem (self), Leroy Martin (father), Lena Crawley (grandmother), Isaiah Crawley (great grandfather), William Crawley (great granduncle [brother of Isaiah Crawley]), George T. Crawley (first cousin twice removed [son of William Crawley])

I am the second cousin of Georgia Wilson, born 1899 and died 1900, and interred in the historic Crawley Cemetery. My familial relationship is as follows:

> Mary (nee Martin) Clem (self), Leroy Martin (father), Lena Crawley (grandmother), Isaiah Crawley (great grandfather), William Crawley and Nancy (nee Wilson) Crawley (great granduncle and great grandaunt), George Wilson (great granduncle [brother of Nancy Wilson]), Georgia Wilson (second cousin, daughter of George Wilson)

I am in favor of the relocation of the historic Crawley Cemetery as proposed by Kentucky American Water and to be carried out by Cultural Resource Analysts, Inc. The historic Crawley Cemetery will be relocated to the Athens Christian Church Cemetery.

Printed Name: Mary Lee Clem (Martin)

Signature and Date: Mary Lee Martin Clem

I, Edwin Sturgis, being of lawful age, depose and swear:

1. Kentucky American Water purchased the 73.55-acre tract of land at 6300 Cedarcreek Lane, Lexington, Fayette County, Kentucky 40515, from Philip Crawley on April 29, 1975 (Fayette County Clerk's Office, Deed Book 1122:357). This property contains the historic Crawley Cemetery that is proposed for relocation.
2. I have been an employee of Kentucky American Water, working at the 6300 Cedarcreek Lane property, since 1997. In my time as an employee of Kentucky American Water, I attest that the historic Crawley Cemetery was neither visited nor maintained by family members or others since my time Here.

Printed Name: Edwin Sturgis

Signature and Date: 8/26/2024

I, Linda (nee Martin) Henry, being of lawful age, depose and swear:

I am the first cousin twice removed of George T. Crawley, born 1882 and died 1894, and interred in the historic Crawley Cemetery. My familial relationship is as follows:

> Linda (nee Martin) Henry (self), Leroy Martin (father), Lena Crawley (grandmother), Isaiah Crawley (great grandfather), William Crawley (great granduncle [brother of Isaiah Crawley]), George T. Crawley (first cousin twice removed [son of William Crawley])

I am the second cousin of Georgia Wilson, born 1899 and died 1900, and interred in the historic Crawley Cemetery. My familial relationship is as follows:

> Linda (nee Martin) Henry (self), Leroy Martin (father), Lena Crawley (grandmother), Isaiah Crawley (great grandfather), William Crawley and Nancy (nee Wilson) Crawley (great granduncle and great grandaunt), George Wilson (great granduncle [brother of Nancy Wilson]), Georgia Wilson (second cousin, daughter of George Wilson)

I am in favor of the relocation of the historic Crawley Cemetery as proposed by Kentucky American Water and to be carried out by Cultural Resource Analysts, Inc. The historic Crawley Cemetery will be relocated to the Athens Christian Church Cemetery.

Printed Name: Linda Henry

Signature and Date: Linda Henry 8-21-24

I, Sandra Martin, being of lawful age, depose and swear:

I am the first cousin twice removed of George T. Crawley, born 1882 and died 1894, and interred in the historic Crawley Cemetery. My familial relationship is as follows:

- Sandra Martin (self), Leroy Martin (father), Lena Crawley (grandmother), Isaiah Crawley (great grandfather), William Crawley (great granduncle [brother of Isaiah Crawley]), George T. Crawley (first cousin twice removed [son of William Crawley])

I am the second cousin of Georgia Wilson, born 1899 and died 1900, and interred in the historic Crawley Cemetery. My familial relationship is as follows:

Sandra Martin (self), Leroy Martin (father), Lena Crawley (grandmother), Isaiah Crawley (great grandfather), William Crawley and Nancy (nee Wilson) Crawley (great granduncle and great grandaunt), George Wilson (great granduncle [brother of Nancy Wilson]), Georgia Wilson (second cousin, daughter of George Wilson)

I am in favor of the relocation of the historic Crawley Cemetery as proposed by Kentucky American Water and to be carried out by Cultural Resource Analysts, Inc. The historic Crawley Cemetery will be relocated to the Athens Christian Church Cemetery.

Printed Name: Sandra Martin

Signature and Date: Sandra Martin 8/29/2024

I, Barbara Shanks (Hedrick, Fizer), being of lawful age, depose and swear:

I am the first cousin twice removed of George T. Crawley, born 1882 and died 1894, and interred in the historic Crawley Cemetery. My familial relationship is as follows:

> Barbara Shanks (self), Elizabeth Crawley (mother), James Crawley (grandfather), Samuel Crawley (great grandfather), William Crawley (great granduncle [brother of Samuel Crawley]), George T. Crawley (first cousin twice removed [son of William Crawley])

I am the second cousin of Georgia Wilson, born 1899 and died 1900, and interred in the historic Crawley Cemetery. My familial relationship is as follows:

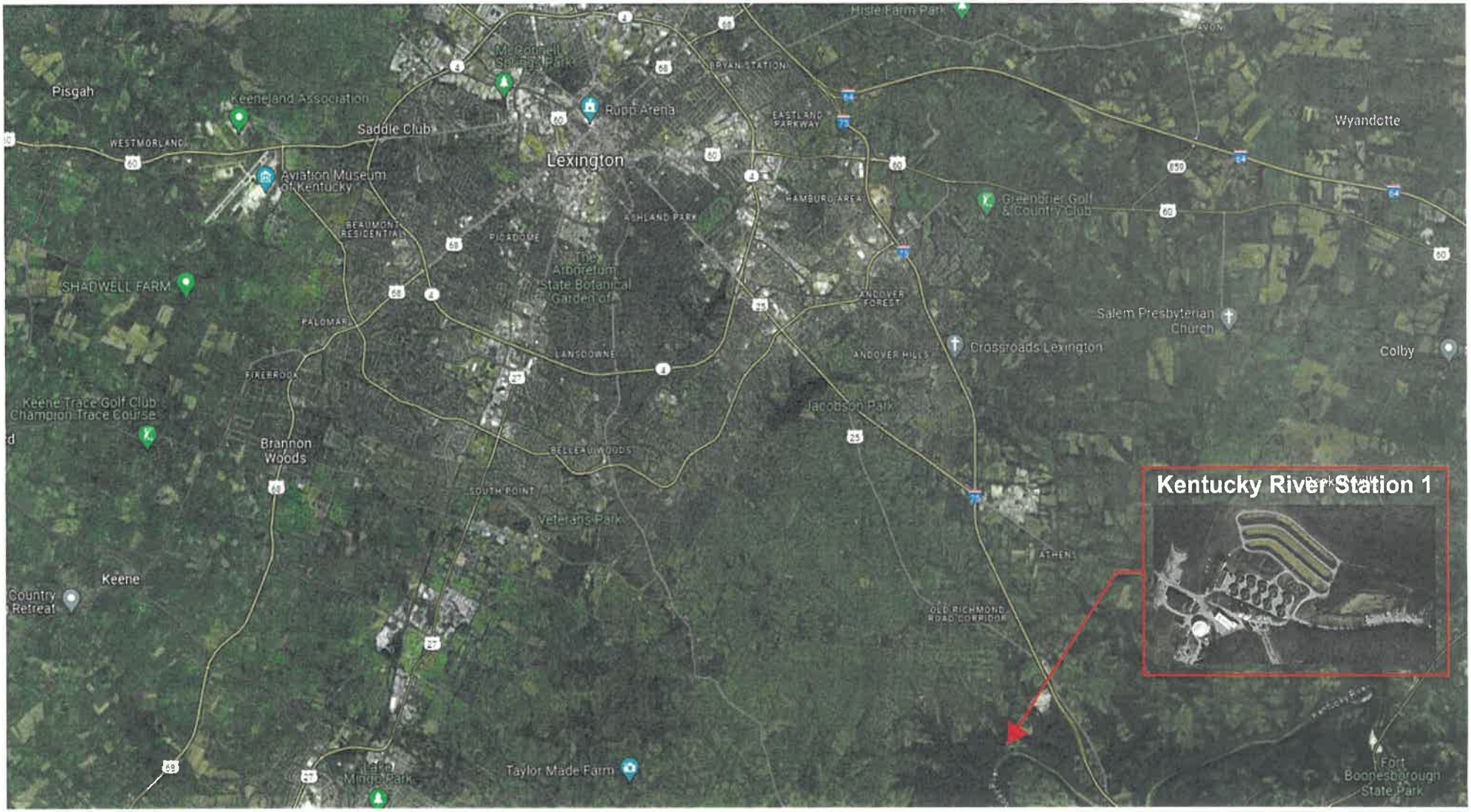
> Barbara Shanks (self), Elizabeth Crawley (mother), James Crawley (grandfather), Samuel Crawley (great grandfather), William Crawley and Nancy (nee Wilson) Crawley (great granduncle and great grandaunt), George Wilson (great granduncle [brother of Nancy Wilson]), Georgia Wilson (second cousin, daughter of George Wilson)

I am in favor of the relocation of the historic Crawley Cemetery as proposed by Kentucky American Water and to be carried out by Cultural Resource Analysts, Inc. The historic Crawley Cemetery will be relocated to the Athens Christian Church Cemetery.

Printed Name: Tambrie Johnson, POA for Barbara Shanks Hedrick Fizer

Signature and Date: Barbara Fizer (stamp)

Tambrie Johnson, POA 8/21/24


Kentucky River Station 1
Lexington
Pisgah
Keeneland Association
Saddle Club
Rupp Arena
Aviation Museum of Kentucky
SHADWELL FARM
The Arboretum, State Botanical Garden of
Wyandotte
Greenbrier Golf & Country Club
Salem Presbyterian Church
Crossroads Lexington
Colby
Jacobson Park
Brannon Woods
Keene Trace Golf Club Champion Trace Course
Keene
Country Retreat
Veterans Park
Taylor Made Farm
Fort Boonesborough State Park
Histe Farm Park
McConnell Springs Park
Lake Mingo Park
WESTMORLAND
BEAUMONT RESIDENTIAL
PICADOME
ASHLAND PARK
HAMBURG AREA
EASTLAND PARKWAY
BRYAN STATION
AVON
ANDOVER FOREST
ANDOVER HILLS
PALOMAR
LANSDOWNE
FIREBROOK
BELLEAU WOODS
SOUTH POINT
ATHENS
OLD RICHMOND ROAD CORRIDOR


Gravity Thickeners Project
Existing Cemetery
Existing Fence
Gravity Thickener #1 and #2
Splitter Box
Sludge Pump Station
American Water
Google

cra
cultural resource analysts, inc

Alexandra Bybee <bybee@crai-ky.com>

Crawley Cemetery

1 message

Steve & Marlene Catt <ricocatt@gmail.com> Fri, Sep 6, 2024 at 9:19 AM
To: "bybee@crai-ky.com" <bybee@crai-ky.com>

On September 3, 2024 the Athens Christian Cemetery Committee met and discussed the reinterment of approximately 12 graves which will be removed from the Crawley Cemetery to Athens Christian Cemetery. The committee unanimously agreed to accept them.

We understand this may take place as late as Spring 2025 and the cost and details will be between the Athens Cemetery and Ky. Water Company.
Thanks,
Steve Catt-Cemetery Manager
859-273-5337

RESOLUTION NO. _____-2024

A RESOLUTION PURSUANT TO KRS 381.755, KRS 67A.060, AND 901 KAR 5:090 AUTHORIZING THE REMOVAL AND RELOCATION OF GRAVES IN AN ABANDONED CEMETERY LOCATED UPON PROPERTY CONSISTING OF 0.036 ACRES LOCATED AT 6300 CEDARCREEK LANE, LEXINGTON, KENTUCKY, OWNED BY KENTUCKY AMERICAN WATER COMPANY.

WHEREAS a certain 0.036 acre tract of land located within the confines of Fayette County, Kentucky, and further described herein, may contain graves which have been abandoned; and

WHEREAS, Kentucky American Water Company as current owners of the property, have requested, pursuant to KRS 381.755(1) and KRS 67A.060, that the Lexington-Fayette Urban County Council issue a resolution authorizing removal and relocation of the subject graves, if any; and

WHEREAS, the abandoned graves shall be relocated at a suitable place at the expense of the property owners as provided by KRS 381.755(4) and pursuant to the procedures set forth by Kentucky Administrative Regulations, 901 KAR 5:090, Section 3.

NOW, THEREFORE, BE IT RESOLVED BY THE LEXINGTON-FAYETTE URBAN COUNTY COUNCIL:

Section 1 - That, pursuant to KRS 381.755 and KRS 67A.060, the Lexington-Fayette Urban County Council hereby orders that graves located on the 0.036 acre tract of land may be removed and relocated at any time after the expiration of sixty (60) days after the first publication of notice of such intended action, the 0.036 acre tract of land being more particularly described at Exhibit “A”, a copy of which is attached hereto and incorporated by reference herein.

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

PASSED BY URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL

0888-24:TWJ:4858-8886-9347, v. 1

RESOLUTION NO. 493 -2024

A RESOLUTION PURSUANT TO KRS 381.755, KRS 67A.060, AND 901 KAR 5:090 AUTHORIZING THE REMOVAL AND RELOCATION OF GRAVES IN AN ABANDONED CEMETERY LOCATED UPON PROPERTY CONSISTING OF 0.036 ACRES LOCATED AT 6300 CEDARCREEK LANE, LEXINGTON, KENTUCKY, OWNED BY KENTUCKY AMERICAN WATER COMPANY.

WHEREAS a certain 0.036 acre tract of land located within the confines of Fayette County, Kentucky, and further described herein, may contain graves which have been abandoned; and

WHEREAS, Kentucky American Water Company as current owners of the property, have requested, pursuant to KRS 381.755(1) and KRS 67A.060, that the Lexington-Fayette Urban County Council issue a resolution authorizing removal and relocation of the subject graves, if any; and

WHEREAS, the abandoned graves shall be relocated at a suitable place at the expense of the property owners as provided by KRS 381.755(4) and pursuant to the procedures set forth by Kentucky Administrative Regulations, 901 KAR 5:090, Section 3.

NOW, THEREFORE, BE IT RESOLVED BY THE LEXINGTON-FAYETTE URBAN COUNTY COUNCIL:

Section 1 - That, pursuant to KRS 381.755 and KRS 67A.060, the Lexington-Fayette Urban County Council hereby orders that graves located on the 0.036 acre tract of land may be removed and relocated at any time after the expiration of sixty (60) days after the first publication of notice of such intended action, the 0.036 acre tract of land being more particularly described at Exhibit "A", a copy of which is attached hereto and incorporated by reference herein.

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

PASSED BY URBAN COUNTY COUNCIL: October 10,2024

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0888-24:TWJ:4858-8886-9347, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0907-24

File ID:	0907-24	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	09/05/2024
File Name:	Toro NSN Service Agreement			**Final Action:**	10/10/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Renewal Agreement with Toro NSN, for irrigation software support and service, and Extended Warranty Agreement at Kearney Hill Golf Links, at a cost estimated not to exceed $6,900. [Div. of Parks and Recreation, Conrad]

Notes:

Sponsors:

Enactment Date: 10/10/2024

Attachments: Kearney Hill Links Toro NSN Service Agreement Memo Signed, Kearney Hill Links GC_Toro NSN Renewal_2024, RESO 0907-24 Kearney Hills Golf Links Irrigation 4877-3778-9923 v.1.docx, R-494-2024

Enactment Number: R-494-2024

Deed #:

Hearing Date:

Drafter: Roger Daman

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	09/17/2024	Approved and Referred to Docket	Urban County Council	09/26/2024		Pass
1	Urban County Council	09/26/2024	Received First Reading	Urban County Council	10/10/2024		
1	Urban County Council	10/10/2024	Approved				Pass

Text of Legislative File 0907-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Renewal Agreement with Toro NSN, for irrigation software support and service, and Extended Warranty Agreement at Kearney Hill Golf Links, at a cost estimated not to exceed $6,900. [Div. of Parks and Recreation, Conrad]

Summary

Authorization to execute a Renewal Agreement with Toro NSN of Abilene, TX for a three year extension on irrigation software support and service Agreement and extended warranty at Kearney Hill Golf Links at a cost of $6,900.00 from the date of execution through June 30, 2027. (L0907-24) (Conrad/Ford)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: Yes, Completed by Gabriel Thatcher, 8/30/2024

Risk Management: No

Fully Budgeted [select]: Yes

Account Number: 1101-707606-7645-76101

This Fiscal Year Impact: $6,900

Annual Impact: N/A

Project:

Activity:

Budget Reference:

Current Balance: $7,764.97

MAYOR LINDA GORTON

LEXINGTON

MONICA CONRAD
DIRECTOR, PARKS & RECREATION

TO: Mayor Linda Gorton
Honorable Members, Urban County Council

FROM: Monica Conrad, Director, Parks and Recreation

DATE: September 4th, 2024

SUBJECT: Toro NSN Irrigation Three Year Renewal Service Agreement

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Request:

Request Council Authorization for the Mayor to execute Renewal Agreement with Toro NSN of Abilene, TX for a three year extension on software support and service and extended warranty agreement at Kearney Hill Golf Links for six thousand nine hundred ($6900.00) dollars from the date of execution through June 30, 2027.

Purpose:

This service agreement with Toro NSN provides irrigation software support along with a service and extended warranty agreement for the next three years.

Budgetary Implication:

$6900 for FY25 budget year

Are the funds budgeted? Yes

Account number: Kearney Repairs and Maintenance - 1101-707606-7645-76101-748

File Number: 0907-24

Director/Commissioner: Monica Conrad/Chris Ford

TORO® NSN®
PO BOX 3339
ABILENE, TX 79604

TAX ID: 41-0580470

Kearney Hill Links Golf Course
3503 KEARNEY ROAD
LEXINGTON, KY 40511

CONTACT: ACCTS PAYABLE

FREIGHT TERMS: FOB SHIPPING POINT

Invoice #: 965828 – 2024

Invoice Date: 6/12/2024

PO #:

PART NUMBER	DECCRIPTION	QTY	PRICE
NSN-ESSENT-3N1-L	TORO NSN SERVICE AGREEMENT **INITIAL PAYMENT AMOUNT**	1	$6,900.00
		SALES TAX:	$0.00
		AMOUNT DUE ($USD ONLY)	**$6,900.00**

BILLING & PAYMENT INFORMATION: To insure accurate and timely processing of all Checks, Credit Cards and ACH payments, Toro NSN requires your customer number referenced with each payment. Customer number is the 6-digit number associated with the quote starting with "96". Missing customer number could cause delay in payment.

Initial Payment Check
Please send check to the following address:

The Toro Company – NSN
P.O. Box 3339
Abilene, TX 79604

Monthly Payment Checks
Please send checks to the following address:

The Toro Company- NSN
39398 Treasury Center
Chicago IL 60694-9300

Credit Card or ACH Payments
Please contact the NSN Billing Team

Phone: 1-888-676-8676 (option 5)

Email: NSNBilling@toro.com

Please attach this Invoice for reference

BILLING QUESTIONS? Please see our billing FAQ page at toro.com/irrigation/NSN/Billing or contact NSNBilling@toro.com or 1-888-676-8676 (*option 5*)

Scan here for frequently asked questions related to billings

Essentials Three years Renewal *Lump-Sum Payment* Service Agreement and Extended Warranty

Toro National Support Network (TORO NSN) provides a resource for software support and Toro central control system troubleshooting, problem solving, and system operation assistance. This Essentials Three years Renewal Service Agreement and Extended Warranty (Agreement) is a legal agreement between The Toro Company (represented by its Toro National Support Network division (collectively referred to as "TORO NSN")) and Lexington-Fayette Urban County Government**.**

I. TORO NSN LIMITED WARRANTY

A. HARDWARE

TORO NSN warrants to Customer that the TORO central computer system and TORO components in the irrigation system central control system (i.e. Narrow Band Base Station, DIU, FIU, NB-HHRI, Gateway, RIU and Turfguard)(collectively referred to as "Hardware") will be free from defects in material and workmanship as long as this Agreement remains in force, provided such Hardware is used according to recommended specifications and subject to the terms and conditions herein.

Regarding any and all radio communications system(s) and related components that are part of or used in conjunction with the Hardware and/or Software, Customer is responsible for obtaining, complying with, and maintaining, at its expense, any and all licenses, permits, codes and other such requirements related to construction, zoning, clearance and other such regulations as may be issued and enforced by applicable international, federal, state, county, municipal, and local governing bodies, including but not limited to, the Federal Communications Commission (FCC), The Federal Aviation Administration (FAA), The Environmental Protection Agency (EPA), state legislature, county commission, county zoning board, city council, city/municipal zoning board, county building inspection department, and city/municipal inspection department.

During the duration of this Agreement, TORO NSN will repair or replace, at TORO NSN’s option, any covered Hardware component found to be defective. The Customer's remedy is limited solely to the replacement or repair of defective parts.

This warranty does not cover (i) damage caused by acts of God (including but not limited to earthquakes, flooding, lightning, and any other cause, whether or not similar to the foregoing, outside of TORO NSN’s control.); (ii) non-TORO hardware; (iii) to hardware installed by anyone other than TORO NSN or its designated agent; (iv) to hardware that is used in any manner contrary to TORO NSN specifications or instructions; (v) hardware that is altered or modified; (vi) damage caused by fire; (vii) losses incurred due to theft; or (viii) consumable items such as printer cartridges, disks, and cd caddies.

Components or hardware added by TORO NSN at the Customer's request that are not part of the published TORO central computer system specifications are not covered by a Toro NSN warranty (but may be covered by the original manufacturer's warranty). Customer is solely responsible for all costs associated with the repair or replacement of such items. While Customer is awaiting replacement Hardware or a component thereof, TORO NSN may loan the customer a replacement, which may or may not have different specifications than identified in Exhibit A, to keep the Customer up and running. In the event a replacement component must be shipped, the Customer will receive original standard components until the non-standard component can be repaired or replaced by the manufacturer.

Toll-Free Support Monday – Friday 6:00 a.m. – 6:00 p.m. Central Time at 1-800-275-8676 (1-800-ASK-TORO)

Operated on non-Toro holidays during the hours of 6:00 a.m. through 6:00 p.m. Central Time, the toll-free help line is available to assist with questions or issues relating to the operation of the TORO central control system. Issues which cannot be diagnosed will be referred to the appropriate Toro technical or distributor staff. The precise service hours are dictated by support call demand and other factors and are subject to change accordingly without notice.

After-hours On-call Support Technician
Emergency support is available after-hours and on weekends and holidays through the TORO NSN paging system by calling 1-800-275-8676 (1-800-ASK-TORO) and following the instructions.

"Minimum Down-Time" Commitment
Toro NSN Replacement components covered under warranty will typically be placed with a courier for next day delivery on the next business day if the call is received by 1:00 p.m. Central Time. All calls received after this time, calls received on days when volume of replacement components is high, or calls received on weekends and holidays may not be delivered by the next day but will receive priority handling. Shipments whose destinations are beyond the borders of the continental United States will have longer delivery times. TORO NSN assumes no responsibility for the timeliness of any third-party courier, and is not responsible for delays of packages in transit. Customer agrees to return the replaced component to TORO NSN within seven business days via prepaid shipping provided by TORO NSN.

Agreement Effective Date and Warranty Period
Three years, effective upon receipt of the payment due at the TORO NSN office. In the case of customers with existing Agreements, this Agreement becomes effective upon receipt of the payment due. For customers with existing Agreements, this Agreement becomes effective upon receipt of the payment and the and the expiration of your existing Agreement. If a payment due under this Agreement is more than 15 days late, the warranty shall be suspended during the period of non-payment and any damage or loss occurring during that period of suspension will not be covered under the warranty herein.

B. SOFTWARE

Non-Toro Software applications provided in conjunction with this Agreement are warranted exclusively by their respective manufacturers.

C. DISCLAIMER

TORO NSN DISCLAIMS ALL OTHER WARRANTIES EXPRESS AND IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO WARRANTY IS GIVEN THAT THE HARDWARE AND SOFTWARE WILL MEET CUSTOMER REQUIREMENTS, OR THAT USE OF THE HARDWARE OR SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE. IN NO EVENT WILL TORO NSN BE LIABLE FOR ANY DIRECT, INCIDENTAL, SPECIAL, INDIRECT, GENERAL OR CONSEQUENTIAL DAMAGE OR LOSS OF ANY KIND. SOME STATES DO NOT ALLOW LIMITATIONS ON THE DURATION OF ANY IMPLIED WARRANTY, SO THE ABOVE LIMITATION MAY NOT APPLY TO ALL CUSTOMERS.

THE EXCLUSIVE REMEDY UNDER THIS AGREEMENT SHALL BE, AT TORO NSN'S OPTION, EITHER REPAIR OR REPLACEMENT OF THE HARDWARE OR PORTIONS THEREOF IF DEFECTIVE. THIS AGREEMENT DOES NOT COVER DAMAGE SUSTAINED TO THE HARDWARE OR SOFTWARE AS A RESULT OF ACCIDENT, ABUSE, MISUSE, MISAPPLICATION OR ALTERATION, OWNER/OPERATOR NEGLIGENCE, ELECTRICAL POWER INTERRUPTION, LIGHTNING, FIRE, THEFT, OR ACT OF GOD.

II. SUPPORT SERVICES

TORO NSN shall provide the Support Services described below ("Support Services"). TORO NSN will make Support Services available for all Hardware and Software provided by TORO NSN to the Customer during the term of this Agreement.

TORO NSN's support services do not include monitoring, controlling, or operating Customer's irrigation system, all of which are solely the responsibility of Customer.

Unlimited Toll-Free Support Monday – Friday 6:00 a.m. – 6:00 p.m. Central Time at 1-800-275-8676 (1-800-ASK-TORO)
The toll-free help line is available to assist with questions relating to the operation of the TORO central control system. Issues which cannot be diagnosed, will be referred to the appropriate Toro technical or distributor staff. The precise call support hours are subject to change without notice.

After-hours On-call Support Technician

Emergency support is available after-hours and on weekends and holidays through the TORO NSN paging system by calling 1-800-275-8676 (1-800-ASK-TORO) and following the instructions.

Future TORO Software
During the term of this Agreement, Customer will receive TORO software service packs (Software fixes for recognized issues) at no charge should such service packs become available. Additionally, Customer will receive a discount on all future TORO central control system enhancement modules (Software enhancements that deliver additional functionality or support new irrigation products) should such modules become available.

Operating System Software
Successive operating system and computer software releases by Microsoft® or other manufacturers and subscriptions for other software applications are **not** provided as a part of any extended warranty or agreement available through TORO NSN.

Term of Support Services
Three years, effective upon receipt of the payment due at the TORO NSN office. In the case of customers with existing Agreements, this Agreement becomes effective upon receipt of the signed Agreement and payment and the expiration or cancellation of your existing Agreement.

III. FINANCIAL TERMS

Financial Terms
Customer agrees to the financial terms below. If mandated by taxing authorities, TORO NSN will collect sales tax on the effective date of the Agreement on the Support Services provided by this Agreement. All payments are due in U.S. dollars. Import/duty fees or currency conversions are the Customer's responsibility; all amounts quoted and payable in U.S. dollars.

Total Amount Payable to TORO NSN	**$6,900.00**
Hardware/Software Support Services	**$6,900.00**
Initial Payment Sales Tax	**$0.00**
Initial Amount Payable to TORO NSN	**$6,900.00**

IV. GENERAL

Modification
This Agreement comprises the entire Agreement between TORO NSN and the Customer with respect to Support Services and Warranties. Any change in this Agreement must be in writing and signed by the Customer and TORO NSN.

Termination
This Agreement shall terminate upon the end of the term of this Agreement. TORO NSN also has the right to terminate this Agreement immediately upon notice to Customer for non-payment, or failure to return replaced components pursuant to the terms of this Agreement. Customer may renew this Agreement (pay to extend the warranty and support period) at any time before its expiration by contacting the TORO NSN Sales Department at 1-888-676-8676.

Indemnity
TORO NSN assumes no liability for any claims, losses or costs arising out of the use of the TORO central control system. Customer is solely responsible for any failure of the product which results from accident, abuse, misapplication, misuse, or alteration.

General

This agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Venue for any action or proceeding arising under this Agreement shall be in a court of competent jurisdiction in Fayette County, Kentucky If any provision in this Agreement is void or unenforceable, the remainder of the rest of this Agreement will still be valid. An authorized representative of the Customer must sign this Agreement and return it to TORO NSN:

Mailing: TORO NSN
Sales Department
P. O. Box 3339
Abilene, Texas 79604-3339

Shipping: TORO NSN
Sales Department
500 Chestnut, Suite 400
Abilene, Texas 79602

Phone: 1-888-676-8676

Email: NSNsales@toro.com

_____ _____

TORO NSN Authorized Representative (Signature) Customer Authorized Representative (Signature)

_____ _____

TORO NSN Authorized Representative (Printed Name & Title) Customer Authorized Representative (Printed Name & Title)

TORO NSN **Lexington-Fayette Urban County Government**

_____ _____

Installation Name (Printed) Installation Name (Printed)

_____ _____

Date Date

As the authorized Customer Representative signed above, permission (please indicate your choice by initialing) is ____ is not ____ granted to TORO NSN to contact Customer whether directly or electronically (phone, fax and/or email) regarding its products and services (such as tech tips, renewal information, newsletters, etc.). This permission can be revoked by contacting TORO NSN.

F03-0013 Rev. H 1/5/2024 (EO5035665)

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A RENEWAL AGREEMENT WITH TORO NSN, FOR IRRIGATION SOFTWARE SUPPORT AND SERVICE, AND EXTENDED WARRANTY AGREEMENT AT KEARNEY HILL GOLF LINKS, AT A COST ESTIMATED NOT TO EXCEED $6,900.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute a Renewal Agreement, which is attached hereto and incorporated herein by reference, with Toro NSN, to provide irrigation software support and service, and extended warranty agreement at Kearney Hill Golf Links at a cost estimated not to exceed $6,900, effective from the date of execution through June 30, 2027.

Section 2 – That an amount, estimated not to exceed $6,900, be and hereby is approved for payment to Toro NSN, from account # 1101-707606-76101-748, 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
0907-24:GET_4877-3778-9923, v. 1

RESOLUTION NO. 494 - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A RENEWAL AGREEMENT WITH TORO NSN, FOR IRRIGATION SOFTWARE SUPPORT AND SERVICE, AND EXTENDED WARRANTY AGREEMENT AT KEARNEY HILL GOLF LINKS, AT A COST ESTIMATED NOT TO EXCEED $6,900.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute a Renewal Agreement, which is attached hereto and incorporated herein by reference, with Toro NSN, to provide irrigation software support and service, and extended warranty agreement at Kearney Hill Golf Links at a cost estimated not to exceed $6,900, effective from the date of execution through June 30, 2027.

Section 2 – That an amount, estimated not to exceed $6,900, be and hereby is approved for payment to Toro NSN, from account # 1101-707606-76101-748, pursuant to the terms of the Agreement.

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

PASSED URBAN COUNTY COUNCIL: October 10, 2024

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0907-24:GET_4877-3778-9923, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0908-24

File ID:	0908-24	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	262-2024	**In Control:**	Urban County Council
				File Created:	09/05/2024
File Name:	FY2025 Economic Development Partner PSA – Commerce Lexington			**Final Action:**	09/26/2024

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Purchase of Service Agreement (PSA) with Commerce Lexington, Inc., pursuant to RFP #35-2024, to assist with new business development and existing business retention and expansion, at a cost not to exceed the sum of $209,061.41. [Mayor's Office, Atkins]

Notes: in office 9.16 AA

Stamped and filed in the CCO. Returned to Troy Black 9/30/2024. MS

Sponsors:		**Enactment Date:**	09/26/2024
Attachments:	Blue Sheet Commerce Lexington FY2025, Commerce Lexington Signed Agreement Partners Services FY2025, RESO 0908-24 EDP PSA Commerce Lex 4878-7209-6995 v.1.docx, R-483-2024, Contract #262-2024	**Enactment Number:**	R-483-2024
Deed #:		**Hearing Date:**	
Drafter:	Troy Black	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	09/17/2024	Approved and Referred to Docket	Urban County Council	09/26/2024		Pass
1	Urban County Council	09/26/2024	Received First Reading	Urban County Council	09/26/2024		
1	Urban County Council	09/26/2024	Suspended Rules for Second Reading				Pass
1	Urban County Council	09/26/2024	Approved				Pass

Text of Legislative File 0908-24

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Purchase of Service Agreement (PSA) with Commerce Lexington, Inc., pursuant to RFP

#35-2024, to assist with new business development and existing business retention and expansion, at a cost not to exceed the sum of $209,061.41. [Mayor's Office, Atkins]

Summary

Authorization to execute a Purchase of Services Agreement (PSA) with economic development partner agency Commerce Lexington, pursuant to RFP 35-2024, for new business development and existing business retention and expansion for a total of $209,061.41. Budget Amendment in process. (L0908-24) (Glasscock/Atkins)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: {Yes, Completed by [Tiffany Holskey, 9/5/2024]}

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

Fully Budgeted [select]: Yes

Account Number: 1101-900101-0001-71101

This Fiscal Year Impact: $ 209,061.41

Annual Impact: NA

Project:

Activity:

Budget Reference:

Current Balance: BA in process

TO: **Linda Gorton, Mayor**
Urban County Council

FROM: **Kevin Atkins**
Chief Development Officer

DATE: **September 5, 2024**

SUBJECT: **FY2025 Economic Development Partner PSA – Commerce Lexington**

Request:
Authorization to execute a Purchase of Services Agreement (PSA) with economic development partner agency Commerce Lexington.

Why are you requesting:
The Lexington-Fayette Urban County Government annually contracts with economic development partner agencies to provide economic development services for the government. The Lexington Economic Development Investment Board at their meeting on July 16, 2024 approved the recommendation of the Request for Proposal (RFP) scoring committee for RFP 35-2024 “Economic Development Partnership Services.”

Commerce Lexington was recommended as an economic development partner agency for FY2025 to assist Lexington-Fayette Urban County Government with New Business Development and Existing Business Retention and Expansion. The recommended funding level for Commerce Lexington in FY2025 is $209,061.41.

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

The cost for FY2025 is:	$209,061.41
The cost for future FYs is:	N/A

Are the funds budgeted? Yes
Account Number: 1101-900101-0001-71101

Director/Commissioner
Amy Glasscock/Kevin Atkins

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT, made and entered into on the _____ day of August 2024, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the COMMONWEALTH OF KENTUCKY created pursuant to KRS Chapter 67A ("Government"), 200 East Main Street, Lexington, Kentucky 40507, on behalf of the Chief Development Officer ("CDO") and **COMMERCE LEXINGTON, INC.**, a Kentucky corporation, ("Organization") with offices located at 330 East Main Street, Lexington, with a mailing address of Post Office Box 1968, Lexington, Kentucky 40588, with an effective date of July 1, 2024.

W I T N E S S E T H

That for and in consideration of the mutual promises and covenants herein expressed, the Government and the Organization agree as follows:

1. This Agreement shall include the following additional documents, which are attached hereto as exhibits and incorporated herein by reference as if fully stated:

A. Exhibit "A" – Scope of Work

B. Exhibit "B" – Quarterly Questionnaire

C. Exhibit "C" – Annual Questionnaire

A. Exhibit "D" – RFP #35-2024

B. Exhibit "E" – Organization's Response to RFP #35-2024

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

2. For the purposes of this Agreement, "Quarterly Report" shall mean the Quarterly Questionnaire attached hereto as Exhibit B (or a similar form created and provided to Organization by the Government). "Year-End Report" shall mean the Annual Questionnaire attached hereto as Exhibit C (or a similar form created and provided to Organization by the Government).

3. Government hereby retains Organization for the period beginning on July 1, 2024, and continuing for a period of twelve (12) months from that date unless within that period: 1) Government gives the Organization thirty (30) days written notice of termination of this Agreement in which case this Agreement shall terminate thirty (30) days from the date notice is given to the Organization or 2) Organization gives the Government ninety (90) days written notice of termination of this Agreement in which case this Agreement shall terminate ninety (90) days from the date notice is given to Government. This Agreement may be renewed for up to two (2) additional terms of one (1) year each, subject to the availability of funds and satisfactory performance in the previous year as determined by the Economic Development Investment Board (EDIB). The renewal amount for each additional term shall not exceed the amount provided in the initial term and shall be subject to and contingent upon future approval by the Urban County Council.

4. Government shall pay Organization a total amount not to exceed Two Hundred and Nine Thousand and Sixty-One Dollars and 41/100 Cents ($209,061.41) ("Funds") for the performance of the services required by this Agreement, said services being more particularly described in Exhibit A attached hereto and incorporated herein by reference. Payments shall be made quarterly for expenditures the Organization actually

incurred, only after receipt of the Quarterly Report, detailed accounting statement, and quarterly invoices, accompanied by data and receipts supporting the reimbursement request to the satisfaction of Government. No quarterly payment shall exceed one-fourth (1/4th) of the Funds. The Funds are limited to the services provided herein and may not be spent by the Organization for any other purpose without the prior written consent of the Government. Absent any additional written agreement stating otherwise any travel or other expenses are included in the above payment.

a. Government shall have thirty (30) days from the date of approval of an invoice to pay the invoiced amount. Government reserves the right to refuse payment if it is determined by Government that the services performed or materials provided for the services are inadequate or defective.

b. Any funds remaining after submission of the final quarterly report, final accounting statement, and invoice shall lapse.

5. Organization agrees that the Funds provided under this Agreement shall be used only for local economic development in Fayette County and shall not be used, in whole or in part, for the Organization's regional economic development efforts. The parties understand that "local economic development" should be interpreted strictly to exclude economic development activities in, or for the benefit of, other counties. Organization shall keep the Funds in a separate account apart from any funds held for regional economic development, which may be reviewed and audited by Government as provided in paragraph 15 of this Agreement.

6. In the event of termination of this Agreement as provided for in Paragraph 3 above, Organization shall be entitled to that portion of total compensation due under this Agreement, as the service rendered bears to the total service required hereunder.

7. Organization will support the economic development agenda and efforts of the Lexington-Fayette Urban County Government/Lexington Economic Partnership and shall perform all duties and services specified in Exhibit A faithfully and satisfactorily at the time, place, and for the duration prescribed herein. Organization shall keep itself fully informed of all national and state laws and all municipal ordinances and regulations in any manner affecting the work or performance of this Agreement, and shall at all times observe and comply with such laws, ordinances and regulations, whether or not such laws, ordinances or regulations are mentioned herein and shall indemnify Government, its officers, agents and employees against any claim or liability arising from and based on Organization's violation of any such laws, ordinances or regulations. This indemnification provision shall survive the termination of this Agreement.

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

9. Organization shall indemnify, defend and hold harmless Government, its elected and appointed officials, employees, agents, volunteers, and successors in interest, from and against any and all liability, damages, and losses, including but not limited to: demands, claims, liens, suits, notices of violation from governmental agencies, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by Organization's performance of or breach of this Agreement and/or the provision of goods or services, provided that (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the Organization; and (b) not caused solely by the willful misconduct of the Government. The Parties understand and agree that the Organization's obligation to defend the Government includes the obligation to investigate, handle, respond to, resist, provide a defense for, and defend claims, at Organization's expense, using attorneys approved in writing by the Government, which approval shall not be unreasonably withheld. The Parties also understand and agree that the Organization's obligation to indemnify includes, but is not limited to: attorney fees and expenses, costs of litigation, court and administrative costs, expert witness fees and expenses, judgments, fines, penalties, interest, all environmental cleanups and remediation costs of whatever kind, and any liability arising from death, injury, or damage of any kind, to any person, including employees and agents of Organization and Government, and damage to, or destruction of, any property, including the property of Government. This provision shall in no way be

limited by any financial responsibility or insurance requirements, and shall survive the termination of this Agreement. Organization understands that Government is a political subdivision of the Commonwealth of Kentucky and acknowledges and agrees that the Government is unable to provide indemnity or otherwise save, hold harmless, or defend the Organization in any manner.

10. Organization represents that it has filed any federal, state or local income tax returns required by law in the legally prescribed time and manner. This Agreement shall not become effective unless and until copies of all of the executed originals of the aforementioned tax returns filed for the Organization's most recent or current tax year are provided by the Organization to the CDO, and the Organization shall not be compensated unless and until such requirement has occurred.

11. By no later than the tenth (10^{th}) of the month following the end of each quarter (e.g.: Thursday, October 10, 2024; Friday, January 10, 2025; Thursday, April 10, 2025; and Thursday, July 10, 2025), the Organization shall submit electronically, a detailed accounting statement, a quarterly invoice, accompanied by receipts supporting the reimbursement request, and a Quarterly Report to the CDO, on such forms as the CDO shall provide. Organization shall attend Lexington Economic Development Investment Board meetings, and any special meetings, at the call of the Chair to answer any questions regarding the Quarterly Report. No later than March 31, 2025, Organization shall provide a Year-End Report electronically to the CDO. Failure to electronically submit the reports, accounting statements, and invoices, with supporting documentation, described herein by the required dates shall result in the payment to Organization being withheld until all reports, accounting statements, invoices, and supporting documentation referenced by this Agreement are

submitted to and approved by the CDO. In addition, Organization shall be required to present a progress report as to its activities annually, or as additionally required, before the Lexington-Fayette Urban County Council's Budget, Finance & Economic Development Committee, Lexington Economic Development Investment Board, or as otherwise instructed by the Government. Failure to make the requested presentation shall require funding to be withheld until this requirement is fulfilled. Final payment is conditioned upon receipt and approval of the Year-End Report, the final Quarterly Report, final quarterly accounting statement, and final quarterly invoice with supporting documentation.

12. By March 31, 2025, Organization shall provide an updated list of Lexington corporate/company contacts, including business name and the name of each business CEO/President, and the contact information of same for no less than the 30 largest employers in Lexington/Fayette County.

13. Organization agrees to participate in quarterly meetings of the Lexington Economic Partnership members. These meetings are to update other partners on efforts related to funding from Lexington-Fayette Urban County Government.

14. At no time shall the Organization require membership in the organization from any company, organization, or individual for services paid for in whole or in part with the assistance of funding from LFUCG.

15. Books of accounts shall be kept by the Organization and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of the Organization related to this Agreement. The books of accounts, together with all bonds, notes, bills, letters and other writings belonging to the Organization, shall be maintained at the principal place of business of the Organization as set forth in this

Agreement. Government shall have free and complete access to the books, papers and affairs of the Organization relating to the LFUCG funds provided hereunder at all reasonable times, and if it desires, it may have said books and papers of the Organization audited and examined by auditors, accountants or attorneys. Any examination shall be at the expense of the Government.

16. Government may designate such persons as may be necessary to monitor and evaluate the services rendered hereunder by the Organization. The Government, its agents and employees, shall, have reasonable access to all places where or in which the services required hereunder are being carried on and conducted. Inspection and monitoring of the work by these authorities shall in no manner be presumed to relieve in any degree the responsibility or obligations of Organization, or to constitute Organization an agent of the Government.

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

18. Organization shall adopt a written sexual harassment policy, which shall, at a minimum, contain a statement of current law; a list of prohibited behaviors; a complaint

process; and a procedure which provides for a confidential investigation of all complaints. The policy shall be given to all employees and clients and shall be posted at all locations where Organization conducts business. The policy shall be submitted to the CDO for review within thirty (30) days of the execution of this Agreement.

19. The Organization agrees that all revenue and expenditures related to this agreement shall be audited at least annually by independent certified public accountants who shall express an opinion as to whether or not revenue and expenditures during the year audited have conformed to state and local law and regulation. A copy of this audit, or clean audit opinion letter from an independent certified public accountant, shall be submitted to the CDO within 10 days of completion.

20. In no event shall the parties be construed, held or become in any way for any purpose the employee of the other party, or partners, associates or joint ventures in the conduct of their respective endeavors or otherwise.

21. Organization may not assign any of its rights and duties under this Agreement without the prior written consent of LFUCG.

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

23. Organization agrees that it shall apply all funds received pursuant to this Agreement from the Urban County Government in accordance with the following investment policy guidelines:

A. Objectives– Capital preservation with surety of income. Reasonable competitive income consistent with high investment quality and purpose of funds. All investments shall conform with state and local law and regulations and these Policies.

B. Investment Funds Management-- The governing board may elect to either:

(1) Manage its investments through its executive director where the size or complexity of funds to be managed is deemed by the board to be within the training, expertise and/or available time capacity of the executive director and the operating staff;

-or-

(2) Utilize the professional investment management facilities of a local bank trust department acting in a fiduciary capacity within the same approved investment policies and federal, state, local and trust laws and regulations. The trust department may utilize its regular short-term 100% U.S. Treasury Fund for daily funds investment. The election of option 1 or 2 should be made consistent with the relative cost incurred and in the case of option 2 the cost shall be competitive among local trust departments.

C. Investment Policies-- Safety and Prudence.

(1) Short-term liquidity funds shall be invested in "riskless" investments, i.e., deposits in Kentucky commercial banks or savings and loan associations that are fully federally insured or deposits collateralized by U.S. Treasury securities with a current market value of at least 100%, or in direct obligations of U.S. Treasury securities.

Investments shall be diversified according to maturity in order to meet projected cash flow needs.

Collateral pledged to secure uninsured deposits shall be held at a federal reserve bank with the receipt providing absolute control by the agency.

(2) Retirement funds, endowment funds, long-term capital reserve funds and any other special funds may be held and invested by a local bank trust department under investment objectives and diversification in accordance with the individual nature of the funds and pursuant to the "prudent man" investment rule as well as general trust law.

(3) All investments shall be reviewed monthly by a finance or investment committee of the agency.

(4) Local brokerage firms may hold and invest funds provided that investments are located within Kentucky and are fully insured.

D. Audit-- All investments shall be audited at least annually by independent certified public accountants who shall express an opinion as to whether or not investments during the year audited have conformed with state and local law and regulation and with the approved investment policies.

24. This instrument contains the entire agreement between the parties, and no statement, promises or inducements made 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 writing signed by the parties and endorsed hereon.

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

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

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

For Organization:
Commerce Lexington
330 East Main Street
Lexington, Kentucky 40507
Att: Bob Quick, President & Chief Executive Officer
(or as otherwise designated in writing by Organization)

For Government:
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507

Att: Kevin Atkins, Chief Development Officer

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

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: _____
LINDA GORTON, MAYOR

ATTEST:

_____
Abigail Allan, Clerk of the Urban County Council

COMMERCE LEXINGTON, INC.

BY: _____
STEPHEN BYARS, CHAIR

ATTEST:

Diana P. Wilson
WITNESS: Diana P. Wilson
DATE: 9-5-24

DIANA P. WILSON
Notary Public
Commonwealth of Kentucky
Commission Number KYNP22296
My Commission Expires Jan 25, 2025

EXHIBIT "A"

Lexington/Fayette Urban County Government
Addendum for Services
Commerce Lexington

SCOPE OF WORK – NEW BUSINESS DEVELOPMENT/JOB CREATION AND EXISTING BUSINESS RETENTION AND EXPANSION PROGRAM

Local Contribution:
Commerce Lexington (CLEX) will use these funds from Lexington-Fayette Urban County Government to perform the services as described in Exhibits D (LFUCG RFP #35-2024) and E (Commerce Lexington response to LFUCG RFP #35-2024) of this Agreement, which include, but are not limited to:

1. New Business Development/Job Creation
   - Review, refine, and execute a new business recruitment plan for Lexington-Fayette County in partnership with the Lexington Economic Partnership.
   - Coordinate with the office of the Chief Development Officer to develop a timeline and specific tasks for the implementation and execution of the plan.
   - Market Lexington under the brand of the Lexington Economic Partnership and carry out business recruitment efforts which include, but are not limited to, maintaining contact with:
     - Corporate decision makers and community/program liaisons.
     - Site selection consultants to build awareness of Lexington.
     - Local executives/management.
   - Specific program marketing tasks will include the following:
     - ☐ Marketing shall be under the brand of the Lexington Economic Partnership.
     - ☐ Develop an electronic marketing plan for recruitment outreach efforts.
     - ☐ Maintain a Lexington-Fayette County specific economic development attraction website/social media presence for the Lexington Economic Partnership.
     - ☐ Identify goals and challenges related to the Lexington economic development marketing program and provide an annual report related to those findings.
   - Report annually to the Office of the Chief Development Officer and the Lexington Economic Development Investment Board (and other committees of LFUCG as required) regarding business development and recruitment efforts over the past year.
   - Schedule monthly in-person project briefing updates for the Office of the Chief Development Officer to provide an update on all project activity for the previous month.
   - An annual report will be submitted to the Director of Workforce and Business Engagement in the Office of the Chief Development Officer by March 31 of each year detailing the business development and recruitment effort activities of each program year. The report will be shared with the Lexington Economic Development Investment Board for discussion at their board meeting as part of the organization's annual work plan performance review.

2. Existing Business Retention and Expansion Program

- Implement the Lexington Economic Partnership Business Retention and Expansion (BRE) program serving Lexington-Fayette County businesses. The BRE program will be administered under the guidance and leadership of the Director of Business Engagement in the Office of the Chief Development Officer.
- Demonstrate understanding of the unique needs of the Lexington business community through the provision of assistance to Lexington companies in the growth of their local workforce and payroll.
- Assist businesses in their efforts to grow operations, employment, and payroll within Lexington-Fayette County.
- Work with local businesses to maintain and improve their employment diversity.
- Under the guidance of the Director of Business Engagement in the Office of the Chief Development Officer, engage in the following program activities:
    - Schedule on-site or virtual Lexington company visits that shall include Lexington economic development partners as designated by the Director of Business Engagement in the Office of the Chief Development Officer. Scheduling of existing business visits with companies shall be planned ahead of time and shall occur at a time available for the Director of Businesses Engagement and/or Chief Development Officer and should include as many economic development partner organizations as possible.
    - Make connections for existing Lexington businesses to assist those businesses with growing/increasing their business footprint in Lexington-Fayette County. Effort includes, but is not limited to, connecting business owners with other local businesses that could lead to collaboration or business growth between the businesses.
    - Draft meeting summaries, identify specific action and follow-up items resulting from meetings, and coordinate and provide timely response/communication to any needs identified in existing business visit meetings, which may include the development of revised work plans and implementation plans.
    - Develop a business support network based on sector for businesses and employers within Lexington.
- Schedule monthly in-person project briefing updates for the Office of the Chief Development Officer to provide an update on all project activity for the previous month.
- Report annually to the Office of the Chief Development Officer and the Lexington Economic Development Investment Board (and other committees of LFUCG as required) regarding the following (update should be in summary form and not identify companies by name):
    - Data collected and evaluated as part of Lexington Economic Partnership Existing Business Program visits.
    - Discussions related to LFUCG policies and procedures expressed by businesses during existing business site visits.
    - Issues and perceived challenges related to company growth opportunities in Lexington.
    - Intention (company stated planned expansion or growth within the next twelve months) of new job growth in Lexington.
    - Summary of new job growth in the previous year and the sectors and average salaries of those new jobs.
- By March 31 of each year, provide the Office of the Chief Development Officer an updated list of Lexington corporate/company top executive contacts and contact information for each of the top executives of the largest 30 Lexington-Fayette County employers.
- An annual report will be submitted to the Director of Workforce and Business Engagement in the Office of the Chief Development by March 31 of each year detailing the activities of each

program year. The report will be shared with the Lexington Economic Development Investment Board for discussion at their board meeting as part of the organization's annual.

EXHIBIT "B"

Lexington/Fayette Urban County Government
Addendum for Services
Commerce Lexington

COMMERCE LEXINGTON QUARTERLY QUESTIONAIRE

List of staff actively working on the Lexington-Fayette Urban County Government:

Name Race Sex Years With Employer Years of Experience in Economic Development

Organization Board of Directors:

Number of Board Members:
Breakdown by Race (Number and Percentage)
Breakdown by Sex (Number and Percentage)
Breakdown by Ethnicity (Number and Percentage)
Average Years of Board Service for Members

NEW BUSINESS DEVELOPMENT

New Lexington Project Interest:

New Projects for Lexington during the Quarter
Project referral origination by type/entity:
- Kentucky Cabinet for Economic Development – Number
- Consultant – Number
- Direct Commerce Lexington - Number
- Other (Please List) - Number

Project referral sectors:
- Ag Bio and Ag Tech - Number
- Biopharma and Life Sciences – Number
- Business Services and Financial Services – Number
- Marketing & Design Services - Number
- Medical Devices – Number

Trade Shows and Consultant Events:

Trade Shows attended during the quarter:
Direct Lexington (not including other communities) information request resulting from the trade shows:
Direct Lexington (not including other communities) Site Visits resulting from the trade shows:

Consultant visits during quarter on behalf of Lexington specifically (not including other communities):

Consultant visits one-on-one during quarter on behalf of Lexington specifically (not including other communities):
Multiple consultant meetings during quarter on behalf of Lexington specifically (not including other communities):
Direct Lexington (not including other communities) information request resulting from the consultant visit:
Direct Lexington (not including other communities) site visits resulting from the consultant visits:
Lexington announced locations resulting from the consultant visits:

Locate in Lexington
Number of site visits to Locate in Lexington during the Quarter:

New Lexington Businesses Announced During the Quarter:

Name of Company	Employment Sector	Number of Employees	Average Wage	Total Payroll

EXISTING BUSINESS RETENTION & EXPANSION PROGRAM

Lexington specific existing business visit meetings in the quarter:
Total number:
Expressed opportunity for expansion:
Expressed interest in potential real estate need:
Expressed opportunity for expansion of workforce/employment:
Expressed possibility of new capital investment:
Expressed possibility of increased wages/salaries for employees:

Network group support meetings for Lexington companies:
Number of groups met with during the quarter:
How many companies were represented at the meetings during quarter:
How many non-Lexington companies, if any, were involved in meetings:
What sectors were the focus of support meetings during recent quarter:

Sector - Type
Sector - Type
Sector – Type

Existing business site visits to Lexington companies during the quarter:

Employment Sector	Number of Employees	Average Wage	Total Payroll	Workforce Partners Attending

EXHIBIT "C"

Lexington/Fayette Urban County Government
Addendum for Services
Commerce Lexington

COMMERCE LEXINGTON ANNUAL QUESTIONAIRE

List of staff actively working on the Lexington-Fayette Urban County Government:
Name Race Sex Years With Employer Years of Experience in Economic Development

Organization Board of Directors:
Number of Board Members:
Breakdown by Race (Number and Percentage)
Breakdown by Sex (Number and Percentage)
Breakdown by Ethnicity (Number and Percentage)
Average Years of Board Service for Members

NEW BUSINESS DEVELOPMENT

New Lexington Project Interest (Period July 1, 2024 – June 30, 2025):
New Projects for Lexington
Project referral origination by type/entity:
- Kentucky Cabinet for Economic Development – Number
- Consultant – Number
- Direct Commerce Lexington - Number
- Other (Please List) - Number

Project referral sectors:
- Ag Bio and Ag Tech - Number
- Biopharma and Life Sciences – Number
- Business Services and Financial Services – Number
- Marketing & Design Services - Number
- Medical Devices – Number

Trade Shows and Consultant Events (Period July 1, 2024 – June 30, 2025):
Trade Shows attended on behalf of Lexington specifically:
Direct Lexington (not including other communities) information request resulting from the trade shows:
Direct Lexington (not including other communities) site visits resulting from the trade shows:
Lexington announced locations resulting from the trade shows:

Consultant visits during year on behalf of Lexington specifically (Stated goal of 100-125 selection consultants annually):

Consultant visits one-on-one during the year on behalf of Lexington specifically (not including other communities):
Multiple consultant meetings during the year on behalf of Lexington specifically (not including other communities):

Direct Lexington (not including other communities) information request resulting from the consultant visit:
Direct Lexington (not including other communities) site visits resulting from the consultant visits:
Lexington announced locations resulting from the consultant visits:

Request for Proposal (RFP)/Request for Information (RFI) (July 1, 2024 – June 30, 2025)
Lexington specific (not including other communities) RFPs responded to:
Lexington specific (not including other communities) RFIs responded to:

Locate in Lexington
Number of site visits to Locate in Lexington (July 1, 2024 – June 30, 2025):

New Lexington Businesses Announced (July 1, 2024 – June 30, 2025):

Name of Company	Employment Sector	Number of Employees	Average Wage	Total Payroll	Company Investment

Barriers identified regarding potential new businesses locating to Lexington (July 1, 2024 – June 30, 2025):

EXISTING BUSINESS RETENTION & EXPANSION PROGRAM

Lexington specific existing business visit meetings (July 1, 2024 – June 30, 2025):
Total number:
Expressed opportunity for expansion:
Expressed interest in potential real estate need:
Expressed opportunity for expansion of workforce/employment:
Expressed possibility of new capital investment:
Expressed possibility of increased wages/salaries for employees:

Network group support meetings for Lexington companies (July 1, 2024 – June 30, 2025):
Number of groups met with during the year:

How many companies were represented at the meetings during the year:
How many non-Lexington companies, if any, were involved in meetings during the year:
What sectors were the focus of support meetings during the year:

Sector - Type
Sector - Type
Sector – Type

Existing business site visits to Lexington companies during the year (July 1, 2024 – June 30, 2025):

Employment Sector	Number of Employees	Average Wage	Total Payroll	Workforce Partners Attending

Major data/items collected during existing business company visits (July 1, 2024 – June 30, 2025):

Items related to LFUCG policies and procedures:

Issues related to company growth opportunities and challenges in Lexington:

Barriers identified regarding potential existing business growth or expansion in Lexington (July 1, 2024 – June 30, 2025):

EXHIBIT "D"

Lexington/Fayette Urban County Government
Addendum for Services
Commerce Lexington

RFP #35-2024

Lexington-Fayette
Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #35-2024 Economic Development Partnership Services** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received through Ion Wave until **2:00 PM**, prevailing local time, on **May 31, 2024.** All forms and information requested in RFP must be included and attached in Response Attachments tab in Ion Wave.

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

Proposals, once submitted, may not be withdrawn for a period of ninety (90) calendar days.

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

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

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

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

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

Laws and Regulations

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

Equal Employment Opportunity

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

Kentucky Equal Employment Opportunity Act

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

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin;

(2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin;

(3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provision of the nondiscrimination clauses required by this section; and

(4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses."

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

(1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetables.

(2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to

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

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

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

LFUCG Non-Appropriation Clause

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

In the event that public funds are unavailable and not appropriated for the performance of the LFUCG's obligations under this contract, then this contract shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the LFUCG shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

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

Contention Process

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

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

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

AMERICAN RESCUE PLAN ACT

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

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

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

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

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

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

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

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

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

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

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

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

(2) *Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____ _____

Signature Date

SELECTION CRITERIA:

Selection Criteria.

1. Quality of entity and key personnel, including evidence of past success in providing similar services, knowledge of and understanding of Lexington-Fayette County – 25%.
2. Approach to fulfill the requested scope of work – 25%.
3. Innovative and/or creative approach to providing the services in ways that provide additional efficiencies or increase performance capabilities – 25%.
4. Amount of private or non-LFUCG funds the respondent will contribute to the project – 15%.
5. Qualifications of the respondent organization and team– 10%.

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

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

Affirmative Action Plan

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

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

Failure to submit these items as required may result in disqualification of the submitter from award of the contract.

AFFIDAVIT

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

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

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

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

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

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

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

Continued on next page

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

Further, Affiant sayeth naught.

_____

STATE OF _____

COUNTY OF _____

The foregoing instrument was subscribed, sworn to and acknowledged before me by _____ on this the _____ day of _____, 20__.

My Commission expires: _____

_____
NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.

- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.

- Section 503 of the Rehabilitation Act of 1973 states:

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

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.

- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

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

****

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

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

Bidders

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

_____ _____

Signature *Name of Business*

WORKFORCE ANALYSIS FORM

Name of Organization: _____

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

Prepared by: _____ **Date:** _____/_____/_____

(Name and Title)

Revised 2015-Dec-15

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

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

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

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

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

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

Firm Submitting Proposal: _____

Complete Address: _____
Street City Zip

Contact Name: _____ Title: _____

Telephone Number: _____ Fax Number: _____

Email address: _____

Lexington-Fayette Urban County Government
MWDBE PARTICIPATION GOALS

A. GENERAL

1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE), Disadvantaged (DBE) Business Enterprises and Veteran-Owned Small Businesses (VOSB) as subcontractors or suppliers in their bids.

2) Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned, Woman-Owned and Disadvantaged Businesses on this contract.

3) **It is therefore a request of each Bidder to include in its bid, the same goal (10%) for MWDBE participation and other requirements as outlined in this section.**

4) The LFUCG has also established a 3% of total procurement costs as a Goal for participation for of Veteran-Owned Businesses.

5) **It is therefore a request of each Bidder to include in its bid, the same goal (3%) for Veteran-Owned participation and other requirements as outlined in this section.**

B. PROCEDURES

1) The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned, Woman-Owned or Veteran-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)

2) Replacement of a Minority-Owned, Woman-Owned or Veteran-Owned subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE Substitution Form)

3) For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:

    a) The Lexington-Fayette Urban County Government, Division of Procurement (859-258-3320)

4) The LFUCG will make every effort to notify interested MWDBE and Veteran-Owned subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

C. DEFINITIONS

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

2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by one or more women.

3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by a person(s) that are economically and socially disadvantaged.

4) A Veteran-Owned Small Business (VOSB) is defined as a business which is certified as being at least 51% owned, managed and controlled by a veteran and/or a service disabled veteran.

5) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

1) **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MWDBE and Veteran-Owned subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids written documentation of their Good Faith Efforts to do so.**

2) Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.

3) The Form of Proposal includes a section entitled "MWDBE Participation Form". The applicable information must be completed and submitted as outlined below.

4) **Failure to submit this information as requested may be cause for rejection of bid or delay in contract award.**

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form." The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.

2) Bidders not reaching the Goal must submit the "MWDBE Participation Form", the "Quote Summary Form" and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE and/or Veteran participation, bidder shall enter "None" on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:

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

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

c. Attended LFUCG Procurement Economic Inclusion Outreach event

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

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

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

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

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

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

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

k. Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

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

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

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

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

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

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

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

MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

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

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

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

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

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

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

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

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

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

Business	Contact	Email Address	Phone
LFUCG	Sherita Miller	smiller@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	ttyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Divers Council	Derrick Dowell	ddowell@tsmsdc.net	502-365-9762
Small Business Development Cou	Tonya Parsons UK SBDC	tonya.parsons@uky.edu	859-257-7666
Community Ventures Corporation	Devanny King	devanny.king@cvky.org	859-231-0054
KY Transportation Cabinet (KYT	Tony Youssefi	tyouseffi@ky.gov	502-564-3601
KYTC Pre-Qualification	Shella Eagle	Shella.Eagle@ky.gov	502-782-4815
Ohio River Valley Women's Business Council (WBENC)	Lynnise Smith	lsmith@wbec-orv.org	513-487-6537
Kentucky MWBE Certification Pr	Singer.Buchanan, Kentucky Finance and Administration Cabine	Singer.Buchanan@ky.gov	502-564-2874
National Women Business Owner Council (NWBOC)	www.nwboc.org	info@nwboc.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971

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

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

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

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

_____ _____

Company **Company Representative**

_____ _____

Date **Title**

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

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

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

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

_____ _____

Company **Company Representative**

_____ _____

Date **Title**

MWDBE QUOTE SUMMARY FORM
Bid/RFP/Quote Reference #_____

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

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

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

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

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

Company **Company Representative**

Date **Title**

LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

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

Bid/RFP/Quote #_____

Total Contract Amount Awarded to Prime Contractor for this Project_____

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

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

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

_____ _____

Company **Company Representative**

_____ _____

Date **Title**

LFUCG STATEMENT OF GOOD FAITH EFFORTS
Bid/RFP/Quote #_____

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

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

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

_____ Attended LFUCG Procurement Economic Inclusion Outreach event

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Company	**Company Representative**
Date	**Title**

GENERAL PROVISIONS

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

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

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.

3. Addenda: All addenda and IonWave Q&A, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.

4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.

5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.

6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".

7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.

8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.

9. Additional Information: While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,

10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.

11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.

12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

(1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties

(2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.

(3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
   (a) Failure to perform the contract according to its terms, conditions and specifications;
   (b) Failure to make delivery within the time specified or according

to a delivery schedule fixed by the contract;

(c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;

(d) Failure to diligently advance the work under a contract for construction services;

(e) The filing of a bankruptcy petition by or against the contractor; or

(f) Actions that endanger the health, safely or welfare of the LFUCG or its citizens.

B. At Will Termination

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

13. Assignment of Contract: The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.

14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.

15. Authority to do Business: The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must

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

16. Governing Law: This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

17. Ability to Meet Obligations: Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.

18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.

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

20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.

_____ _____

Signature Date

RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION

INDEMNIFICATION AND HOLD HARMLESS PROVISION

(1) It is understood and agreed by the parties that Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.

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

(3) In the event LFUCG is alleged to be liable based upon the above, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.

(4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.

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

(6) Notwithstanding, the foregoing with respect to any professional services performed by CONTRACTOR hereunder (and to the fullest extent permitted by law), CONTRACTOR shall indemnify, save, hold harmless and defend LFUCG from and against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of CONTRACTOR in the performance of this agreement.

FINANCIAL RESPONSIBILITY

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

INSURANCE REQUIREMENTS

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

Required Insurance Coverage

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

Coverage	**Limits**
General Liability (Insurance Services Office Form CG 00 01)	$1 million per occurrence, $2 million aggregate or $2 million combined single limit
Auto Liability	$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	$100K
Professional (E&O) Liability	$1 million per claim

The policies above shall contain the following conditions:

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

b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.

c. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.

d. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

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

Deductibles and Self-Insured Programs

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

Safety and Loss Control

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

Verification of Coverage

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

Right to Review, Audit and Inspect

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

DEFAULT

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

00548704

LEXINGTON
Economic Partnership

REQUEST FOR PROPOSAL (RFP)

Economic Development Partnership Services

Lexington-Fayette Urban County Government (LFUCG) seeks proposals from all interested, qualified organizations to provide services for the implementation of LFUCG's economic development strategy. The services included in this RFP are intended solely and specifically for Lexington-Fayette County economic development efforts. The term of the agreement shall be for one-year and will commence no sooner than July 1, 2024, assuming funds are budgeted. The award may have an option to renew for two additional one-year terms subject to the availability of funds and satisfactory performance in the previous year as determined by the Economic Development Investment Board (EDIB). Funding years are July 1 to June 30 of each award year.

Upon execution of a Purchase Service Agreement (PSA) approved by the Lexington-Fayette Urban County Council, funds to the successful applicant shall be dispersed on a quarterly reimbursement basis at no more than 25 percent of the award per quarter. By the 10th the month following the end of each quarter, the grantee must submit invoices, adequate supporting documentation, and a detailed accounting statement documenting how LFUCG funds were expended each quarter. Payments will be provided to grantee upon receipt and approval of the above-mentioned documents.

Qualified respondents shall have the ability to work with prospective new companies and coordinate with existing Lexington businesses and organizations to fulfill their agreement with LFUCG as part of the Lexington Economic Partnership.

Qualified respondents will also demonstrate the ability to work closely with Lexington's Mayor, Urban County Council and Office of the Chief Development Officer, WORK-Lexington, Lexington-Fayette County Industrial Authority, Lexington Economic Development Investment Board, and other LFUCG economic development partners to successfully implement the economic development strategy of the Urban County Government for Lexington-Fayette County economic development efforts. Selected respondents will be required to

provide, at a minimum, quarterly updates to the Office of the Chief Development Officer staff and Lexington Economic Development Investment Board based on the criteria established in the Request for Proposal (RFP), a Purchase of Services Agreement (PSA), and a detailed work plan for the year. Selected respondents will also provide the Lexington Economic Development Investment Board with a year-end summary report that demonstrates the success of program efforts and identifies opportunities for future improvements. The updates and year-end summary documents will be reviewed during a meeting of the Lexington Economic Development Investment Board. The year-end summary review, which will serve as a performance review, will be completed prior to any extension of an additional year of services.

An economic development study completed in 2023 identified the following industry sectors as targets for development in Lexington-Fayette County:

1. Biopharma and Life Sciences
2. AgTech (agricultural technology) and AgBio (agricultural biology)
3. Business Services and Financial Services
4. Medical Devices
5. Marketing and Design Services

While applications that integrate these targeted sectors are welcome, Lexington-Fayette County values all economic development opportunities that provide employment and business growth for the residents of Lexington-Fayette County. Proposals targeting any industry sectors may be accepted.

The Chief Development Officer, Director of Business Engagement, Director of Agriculture Development, and the Office of Economic Development anticipates more requests than it can support, compelling the selection committee to make judgements based on relative need and potential revenue impact on our community. Funding amounts will vary based on application and scope of the program, meaning that a request may not be funded at the full level requested. This funding is intended to support economic development efforts that meet the eligibility criteria established within the RFP.

1.0 General Information

The Lexington-Fayette Urban County Government has issued this Request for Proposal (RFP). All contact regarding this RFP should be directed to:

https://lexingtonky.ionwave.net

2.0 SCOPE OF WORK

Services provided by the successful proposer, under the direction of the Office of the Chief Development Officer and on behalf of LFUCG, will be performed and marketed under the common brand of the Lexington

Economic Partnership and be specifically for Lexington-Fayette County economic development efforts. Services will include, but are not necessarily limited to the following service categories:

(2.1) New Business Development;
(2.2) Existing Business Retention and Expansion;
(2.3) Small Business Owner Connections and Networking;
(2.4) Entrepreneurial Development/Start-Up Assistance;
(2.5) Minority Owned Business Development;
(2.6) Women Owned Business Development;
(2.7) Veteran Owned Business Development;
(2.8) Available Economic Development Property Register;
(2.9) WORK-Lexington;
(2.10) Talent and Workforce Development, and
(2.11) Ag-Tech and Agri Business Development.

Respondents may reply to all categories, individual categories, or multiple categories. Respondents may provide responses that provide services to the entirety of Lexington-Fayette County or may identify a specific pre-established geographic area within Lexington-Fayette County for service as long as the service efforts ultimately can be shown to benefit all of Lexington-Fayette County.

2.1 NEW BUSINESS DEVELOPMENT/JOB CREATION

A. Review, refine, and execute a new business recruitment plan for Lexington-Fayette County in partnership with the Lexington Economic Partnership.
B. Coordinate with the office of the Chief Development Officer to develop a timeline and specific tasks for the implementation and execution of the plan.
C. Market Lexington under the brand of the Lexington Economic Partnership and carry out business recruitment efforts which include, but are not limited to, maintaining contact with:
    1. Corporate decision makers and community/program liaisons.
    2. Site selection consultants to build awareness of Lexington.
    3. Local executives/management.
D. Specific program marketing tasks will include the following:
    1. Marketing shall be under the brand of the Lexington Economic Partnership.
    2. Develop an electronic marketing plan for recruitment outreach efforts.
    3. Maintain a Lexington-Fayette County specific economic development attraction website/social media presence for the Lexington Economic Partnership.

4. Identify goals and challenges related to the Lexington economic development marketing program and provide an annual report related to those findings.

E. Report annually to the Office of the Chief Development Officer and the Lexington Economic Development Investment Board (and other committees of LFUCG as required) regarding business development and recruitment efforts over the past year.

F. Schedule monthly in-person project briefing updates for the Office of the Chief Development Officer to provide an update on all project activity for the previous month.

G. An annual report will be submitted to the Director of Business Engagement in the Office of the Chief Development Officer by March 31 of each year detailing the business development and recruitment effort activities of each program year. The report will be shared with the Lexington Economic Development Investment Board for discussion at their board meeting as part of the organization's annual work plan performance review.

2.2 EXISTING BUSINESS RETENTION AND EXPANSION PROGRAM

A. Implement the Lexington Economic Partnership Business Retention and Expansion (BRE) program serving Lexington-Fayette County businesses. The BRE program will be administered under the guidance and leadership of the Director of Business Engagement in the Office of the Chief Development Officer.

B. Demonstrate understanding of the unique needs of the Lexington business community through the provision of assistance to Lexington companies in the growth of their local workforce and payroll.

C. Assist businesses in their efforts to grow operations, employment, and payroll within Lexington-Fayette County.

D. Work with local businesses to maintain and improve their employment diversity.

E. Under the guidance of the Director of Business Engagement in the Office of the Chief Development Officer, engage in the following program activities:

1. Schedule on-site or virtual Lexington company visits that shall include Lexington economic development partners as designated by the Director of Business Engagement in the Office of the Chief Development Officer. Scheduling of existing business visits with companies shall be planned ahead of time and shall occur at a time available for the Director of Businesses Engagement and/or Chief Development Officer and should include as many economic development partner organizations as possible.
2. Make connections for existing Lexington businesses to assist those businesses with growing/increasing their business footprint in Lexington-Fayette County. Effort includes, but is not limited to,

connecting business owners with other local businesses that could lead to collaboration or business growth between the businesses.

3. Draft meeting summaries, identify specific action and follow-up items resulting from meetings, and coordinate and provide timely response/communication to any needs identified in existing business visit meetings, which may include the development of revised work plans and implementation plans.
4. Develop a business support network based on sector for businesses and employers within Lexington.

F. Schedule monthly in-person project briefing updates for the Office of the Chief Development Officer to provide an update on all project activity for the previous month.

G. Report annually to the Office of the Chief Development Officer and the Lexington Economic Development Investment Board (and other committees of LFUCG as required) regarding the following (update should be in summary form and not identify companies by name):
   1. Data collected and evaluated as part of Lexington Economic Partnership Existing Business Program visits.
   2. Discussions related to LFUCG policies and procedures expressed by businesses during existing business site visits.
   3. Issues and perceived challenges related to company growth opportunities in Lexington.
   4. Intention (company stated planned expansion or growth within the next twelve months) of new job growth in Lexington.
   5. Summary of new job growth in the previous year and the sectors and average salaries of those new jobs.

H. By March 31 of each year, provide the Office of the Chief Development Officer an updated list of Lexington corporate/company top executive contacts and contact information for each of the top executives of the largest 30 Lexington-Fayette County employers.

I. An annual report will be submitted to the Director of Business Engagement in the Office of the Chief Development by March 31 of each year detailing the activities of each program year. The report will be shared with the Lexington Economic Development Investment Board for discussion at their board meeting as part of the organization's annual.

2.3 SMALL BUSINESS OWNER CONNECTIONS AND NETWORKING

A. Assist Lexington-Fayette County small business owners with opportunities for collaboration and networking no less than twice per year with additional frequency to be determined by the small business owners.

B. Collaboration and networking efforts are meant to connect Lexington-Fayette County small business owners for the opportunity to provide strong collaboration and relationships while building the Lexington small business community and assist in the growth of those small businesses.

C. An annual report will be submitted to the Chief Development Officer and Director of Business Engagement by March 31 of each year detailing the activities of each program year. The report will be shared with the Lexington Economic Development Investment Board for discussion at their board meeting as part of the organization's annual work plan performance review.

2.4 ENTREPRENEURIAL DEVELOPMENT/START UP ASSISTANCE

A. Assist Lexington-Fayette County entrepreneurs and business owners with identification of financing options and possible sources for investment capital.
B. Connect entrepreneurs with Small Business Administration (SBA) contacts and other similar resources that could provide assistance. Emphasis should be placed on businesses with annual revenues of $500,000 per year or less.
C. Assist entrepreneurs with educational assistance training programs related to starting, running, and operating a business.
D. Assist Lexington leaders and the business community by identifying ways to reduce barriers to entrepreneurship.
E. Host events and other programs to provide connections to other businesses in the community that may provide opportunity for growth in their operations.
F. An annual report will be submitted to the Director of Business Engagement in the Office of the Chief Development Officer, Director of Business Engagement by March 31 of each year detailing the activities of each program year. The report will be shared with the Lexington Economic Development Investment Board for discussion at their board meeting as part of the organization's annual work plan performance review.

2.5 MINORITY OWNED BUSINESS DEVELOPMENT

A. Assist Lexington-Fayette County minority entrepreneurs and business owners with identification of financing options and possible sources for investment capital.
B. Host events and other programs to provide connections to other businesses in the community that may provide opportunity for growth in their operations.
C. Assist with educational assistance/programs related to starting and operating a minority owned business.
D. Assist Lexington leaders and the business community by identifying ways to reduce barriers to minority business ownership.
E. Introduce new minority owned businesses to the LFUCG Minority Business Enterprise Liaison to potentially add to LFUCG procurement registry.

F. An annual report will be submitted to the Director of Business Engagement in the Office of the Chief Development Officer by March 31 of each year detailing the activities of each program year. The report will be shared with the Lexington Economic Development Investment Board for discussion at their board meeting as part of the organization's annual work plan performance review.

2.6 WOMEN OWNED BUSINESS DEVELOPMENT

A. Assist Lexington-Fayette County women entrepreneurs and business owners with identification of financing options and possible sources for investment capital.
B. Host events and other programs to provide connections to other businesses in the community that may provide opportunity for growth in their operations.
C. Assist with educational assistance/programs related to starting and operating a women owned business.
D. Assist Lexington leaders and the business community by identifying ways to reduce barriers to women business ownership.
E. Introduce new women owned businesses to the LFUCG Minority Business Enterprise Liaison to potentially add to LFUCG procurement registry.
F. An annual report will be submitted to the Chief Development Officer and Director of Business Engagement by March 31 of each year detailing the activities of each program year. The report will be shared with the Lexington Economic Development Investment Board for discussion at their board meeting as part of the organization's annual work plan performance review.

2.7 VETERAN OWNED BUSINESS DEVELOPMENT

G. Assist Lexington-Fayette County veteran entrepreneurs and business owners with identification of financing options and possible sources for investment capital.
H. Host events and other programs to provide connections to other businesses in the community that may provide opportunity for growth in their operations.
I. Assist with educational assistance/programs related to starting and operating a veteran owned business.
J. Assist Lexington leaders and the business community by identifying ways to reduce barriers to veteran owned business ownership.
K. Introduce new veteran owned businesses to the LFUCG Minority Business Enterprise Liaison to potentially add to LFUCG procurement registry.
L. An annual report will be submitted to the Chief Development Officer and Director of Business Engagement by March 31 of each year detailing the

activities of each program year. The report will be shared with the Lexington Economic Development Investment Board for discussion at their board meeting as part of the organization's annual work plan performance review.

2.8 AVAILABLE ECONOMIC DEVELOPMENT PROPERTY REGISTER

A. Maintain a good working relationship with all commercial real estate brokers to provide a continual awareness of available properties in Lexington-Fayette County for expansion of existing businesses and potential new businesses.
B. Maintain a database electronically accessible to the LFUCG Office of the Chief Development Officer and staff in the Office of the Chief Development Officer of available sites and buildings to be utilized to assist prospective new companies or current companies looking to grow their operations in Lexington.
C. Provide updates to the LFUCG Office of the Chief Development Officer when significant changes or additions have been made to the database of available sites and buildings.

2.9 WORK-LEXINGTON

A. Assist the Director of Business Engagement in the Office of the Chief Development Officer in the coordination and work to enhance and connect individuals with the WORK-Lexington program (www.lexingtonky.gov/lexwork) office(s), including on-site program coordination and support for the office(s).
B. Coordinate with existing WORK-Lexington grant partners to provide access to workforce programming in various locations for residents of Lexington-Fayette County.
C. Work with local employers to help connect WORK-Lexington grant partners to potential jobs placement opportunities.
D. Work with WORK-Lexington grant partners to promote workforce events related to both workforce training and placement.
E. Develop and implement a marketing plan, including social media and other outreach methods, to promote the WORK-Lexington program and location(s) to residents of Lexington-Fayette County.
F. An annual report will be submitted to the Director of Business Engagement in the Office of the Chief Development Officer by March 31 of each year detailing the activities of each program year. The report will be shared with the Lexington Economic Development Investment Board for discussion at their board meeting as part of the organization's annual work plan performance review.

2.10 TALENT AND WORKFORCE DEVELOPMENT

A. Work with college and university leadership in Lexington to assist in the development of workforce and growing the Lexington economy.
B. Partner with Lexington-Fayette County higher education leaders and employers to connect upper-level students to employment opportunities and internships with corporations and companies for college graduate level, senior year, and junior year students within their identified program/major/area of interest. The goal is to provide potential employment opportunities following the completion of their academic work. An annual report of placements into internships will be submitted to the Chief Development Officer and Director of Business Engagement by March 31st of each year detailing the progress of that current year.
C. Partner with local employers and Fayette County Public Schools to connect Lexington-Fayette County high school students that are planning for employment upon completion of high school to jobs or internships within their identified area of interest or studies. An annual report of placements into internships will be submitted to the Chief Development Officer and Director of Business Engagement by March 31st of each year detailing the progress of that current year.
D. An annual report will be submitted to the Director of Business Engagement in the Office of the Chief Development Officer by March 31 of each year detailing the activities of each program year. The report will be shared with the Lexington Economic Development Investment Board for discussion at their board meeting as part of the organization's annual work plan performance review.

2.11 AGTECH AND AGRIBUSINESS DEVELOPMENT

A. Coordinate with the Director of Agriculture Development in the Office of the Chief Development Officer to assess the existing Lexington-Fayette County agribusiness environment and develop a business recruitment plan for agtech and other agricultural businesses.
B. Coordinate and lead execution of the Lexington-Fayette County agriculture development business recruitment plan, including identifying specific tasks for implementation.
C. Work with the Director of Agriculture Development to connect qualifying businesses with programming of the Bluegrass AgTech Development Corp, including raising awareness of available grant funding and other resources.
D. Host and assist with coordinating an in-person event(s) for Lexington-based recipients of Bluegrass AgTech Development Corp funding. The goals of this event are to facilitate connections among fellow business leaders, to introduce local development and university partners with relevant resource offerings, and to strengthen the business development environment through collaborative conversations.

E. Develop and utilize digital, print, and/or web-based marketing materials to emphasize the unique offerings of the Lexington community for prospective agribusinesses and aid with agribusiness attraction efforts.
F. Coordinate with the Director of Agriculture Development in the Office of the Chief Development Officer to conduct business retention and support efforts, which shall include but are not limited to:
    1. Conducting quarterly on-site Lexington agribusiness visits to identify successes, goals, and challenges in the local environment. Scheduling of existing business visits with companies shall be planned ahead of time and shall occur at a time available for the Director of Agriculture Development and any designated partners.
    2. Identifying follow-up action items resulting from meetings, particularly to provide timely responses to any needs or challenges discovered in business visits.
    3. Connecting local agribusiness leaders with available resources, including financial programs, to provide opportunities for business growth.
G. An annual report will be submitted to the Director of Agricultural Development in the Office of the Chief Development Officer by March 31 of each year detailing the activities of each program year. The report will be shared with the Lexington Economic Development Investment Board for discussion at their board meeting as part of the organization's annual work plan performance review.

3.0 REQUIRED PROPOSAL CONTENTS

The following items shall constitute the proposal:

A. Letter of intent/Statement of Services including:
    1. Description of your knowledge and understanding of Lexington-Fayette County and the Lexington-Fayette County economy.
    2. Provide a work program that includes the proposed method of accomplishing goals and task outlined in the Request for Proposal including work plan, framework for plan implementation, project deliverables and proposed budget broken out by category. Note that no more than 20 percent of the total grant award for each budget period may be used for salary and/or administrative costs unless there is a designated employee in which 75 percent of their weekly work hours are dedicated to this project. If personnel are included, documentation will need to be provided related to time on a quarterly basis.
    3. Identification of criteria to measure the success of your proposal.
    4. Source(s) of private or non-LFUCG funding that will be used as part of the proposal to go along with LFUCG funding. State the percentage and amount of private or non-LFUCG funding and LFUCG requested funding as proposed in your submission.
    5. List any funding from LFUCG sources the respondent has received in the previous two years and if your program succeeded and fulfilled their

agreement with the LFUCG as described and agreed to within the agreement your organization signed with LFUCG.

B. History of organization and statement of qualifications including:
   1. A list of individuals that would be actively engaged and involved in the project along with the percentage of their time that will be committed to the Lexington-Fayette County efforts related to the project.
   2. Individual information should include: Resume(s); Job Description(s); job function(s); and percentage of their time that will be committed to the project for each/all individual(s) who will be a part of the program team as proposed by the RFP response.
   3. Describe the qualification(s) of key staff to achieve the outcomes required under the RFP.
   4. Describe why your organization is best suited for selection of the project on behalf of LFUCG.
   5. Provide references for completed projects similar to the project you have responded to in your proposal.

C. Evidence of ability to perform the requested tasks, such as:
   1. Examples of relevant past work products and successful project examples of documents created.
   2. Presentation(s).
   3. Other work products, etc.

D. Proposed fee for each response component/category. If your organization is responding to more than one component/category, separate fees should be provided for each component/category.

E. Working draft budget for each component/category the organization is responding to. If your organization is responding to more than one component/category, separate budgets should be provided for each component/category.

F. Conflict of Interest Disclosure if applicable.

4.0 Project Oversight

The Chief Development Officer, in coordination with the Director of Business Engagement and Director of Agriculture Development, will be the primary project contacts and will facilitate coordination with the Lexington Economic Development Investment Board and the Lexington-Fayette Urban County Council's Budget, Finance and Economic Development Committee.

5.0 Evaluation Criteria and Selection Process

A. Evaluation Scoring:
   1. Quality of entity and key personnel, including evidence of past success in providing similar services, knowledge of and understanding of Lexington-Fayette County – 25%.
   2. Approach to fulfill the requested scope of work – 25%.

3. Innovative and/or creative approach to providing the services in ways that provide additional efficiencies or increase performance capabilities – 25%.
4. Amount of private or non-LFUCG funds the respondent will contribute to the project – 15%.
5. Qualifications of the respondent organization and team– 10%.

B. The selection committee will make a recommendation to the Lexington Economic Development Investment Board who may accept their recommendation, request additional information, or request respondent interviews.
C. The Lexington Economic Development Investment Board recommendations are final, subject to approval of the Lexington-Fayette Urban County Council.
D. Respondents shall not discuss their proposal with members of the selection committee, Lexington Economic Development Investment Board or Urban County Council prior to final action by the Urban County Council. Any discussions in regard to this section shall disqualify the applicant from consideration.
E. LFUCG reserves the right to accept or reject any applications in whole or in part, with or without cause, to waive technicalities, or to accept applications or portions thereof which, in the Urban County Government's judgement, best serve the interests of the Urban County Government. Applications not found to be complete shall be considered non-responsive and removed from the process.

6.0 Timeline

Notice to proceed anticipated in June 2024 with a project Purchase of Services Agreement (PSA) for twelve (12) months.

7.0 Proposal Submissions

Online proposals will be received at https://lexingtonky.ionwave.net/ until **2:00 PM**, prevailing local time, on **May 31, 2024.**

Proposals received after the date and time set for opening proposals will not be considered for award of a contract and will be returned unopened to the Proposer. It is the sole responsibility of the Proposer to assure that his/her proposal is received (uploaded to https://lexingtonky.ionwave.net/) by the Division of Procurement before the date and time set for opening proposals.

Proposals are to include all costs associated with deliverables included within this RFP and any additional deliverables included by the proposer. Please outline your fee proposal based upon the scope of work defined in the RFP. Please indicate your preferred schedule of payment and method of invoicing for services. Complete applications are the responsibility of respondent and

incomplete applications will not be considered by the selection committee and considered to be non-responsive. LFUCG reserves the right to accept or reject any applications in whole or in part, with or without cause, to waive technicalities, or to accept applications or portions thereof, which, in the Urban County Government's judgement best serve the interest of the Urban County Government.

One electronic version in PDF format shall be submitted via the Ion Wave portal at https://lexingtonky.ionwave.net/. The information included therein should be as concise as possible. To be considered, each respondent must submit a complete response to this RFP.

Proposals — must be uploaded in Ion Wave before the time and date specified. Proposals received after the deadline will not be accepted. Respondents agree to honor their proposal for a period of one hundred twenty (120) days for the proposal due date. All proposals become the property of the Lexington-Fayette Urban County Government after the deadline whether awarded or rejected.

All information in a Respondent's proposal is subject to disclosure under the provisions of Public Act No. 442 of 1976, as amended (known as the Freedom of Information Act). The City accepts no financial responsibility for costs incurred by any responded in responding to this RFP. By responding to this RFP the respondent agrees to hold the City harmless in connection with the release of any information contained in its proposal

EXHIBIT "E"

Lexington/Fayette Urban County Government
Addendum for Services
Commerce Lexington

COMMERCE LEXINGTON
RFP #35-2024 RESPONSE
WORK PLAN

4860-8157-9988, v. 2

commerce lexington

REQUEST FOR PROPOSAL: ECONOMIC DEVELOPMENT PARTNERSHIP SERVICES

May 31, 2024



A

Letter of Intent / Statement of Services

A.1
Description of your knowledge and understanding of Lexington-Fayette County & the Lexington-Fayette County economy.

Dear Ms. Stone,

On behalf of Commerce Lexington Inc.'s Economic Development division, thank you for considering our team for RFP #35-2024 Economic Development Partnership Services. We appreciate the opportunity to respond and demonstrate why we are best suited to execute the services for the Lexington-Fayette Urban County Government.

Commerce Lexington's Economic Development team has partnered with the Lexington-Fayette Urban County Government (LFUCG) for over 30 years, creating thousands of jobs and generating significant revenue for the City of Lexington. Our comprehensive approach addresses business needs, workforce talent, and minority business support, making us a national leader in economic development. We have a combined team with over 100 years of economic development experience dedicated to improving economic prosperity for Lexington-Fayette County.

Our extensive knowledge of Lexington and long-tenured relationships allow us to understand the city's unique character. In 2022, on behalf of the city, we worked diligently with Economic Leadership, a economic development consultancy, to reassess the city's strategic targets and create a balanced strategy for job creation. The Economic Leadership team studied current market trends, strengths, weaknesses, opportunities, key assets, and more to formulate a plan that pursues investment opportunities and jobs within AgBio and AgTech, Biopharma and Life Sciences, Business Services and Financial Services, Medical Devices, and Marketing and Design. These industry sectors align with Lexington's unique assets and will lead to an increased number of higher-wage jobs and improved quality of life.

Our commitment to Lexington-Fayette County's economic growth is unwavering. Every day, we strive to implement the key job creation goals and tactics identified in the strategic targeted industry analysis conducted by experts at Economic Leadership. This dedication to turning analysis into action is at the core of our mission to drive economic prosperity in the region.

Commerce Lexington's Community & Minority Business Development (CMBD) program is dedicated to fostering and sustaining the economic growth, development, and self-sufficiency of ethnic minority business owners and entrepreneurs. This program began 25 years ago and has evolved over time to address changes in community needs.

A
Letter of Intent / Statement of Services

A.1
Description of your knowledge and understanding of Lexington-Fayette County & the Lexington-Fayette County economy.

Additionally, we have managed a robust existing business program for over 20 years. Recently, the Lexington Economic Partnership (LEP) established connections with industry professionals within the city's business ecosystem to learn about business trends and ways the LEP can help with successes, including job growth. Long-standing relationships have been formed with companies who trust us to help meet their needs.

Sincerely,



Robert L. Quick, CCE
President & CEO



Gina Hampton Greathouse
Executive Vice President for Economic Development

Please accept this as our intent to respond to Sections
2.1 New Business Development
2.2 Existing Business Retention and Expansion
2.3 Small Business Owner Connections and Networking
2.5 Minority Owned Business Development
2.6 Women Owned Business Development
2.7 Veteran Owned Business Development
2.8 Available Economic Development Property Register
2.11 Ag-Tech and Agri Business Development

A

Letter of Intent / Statement of Services

A.2 – A.3
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Identification of criteria to measure the success of your proposal.

Kathy Mussio, Partner, Atlas Insights

"We walk through a lot of community colleges and technical schools on these types of (community) visits which is great, but you all took it up a notch by taking us to see the equine hospital."

A. BUSINESS DEVELOPMENT

(2.1) New Business Development

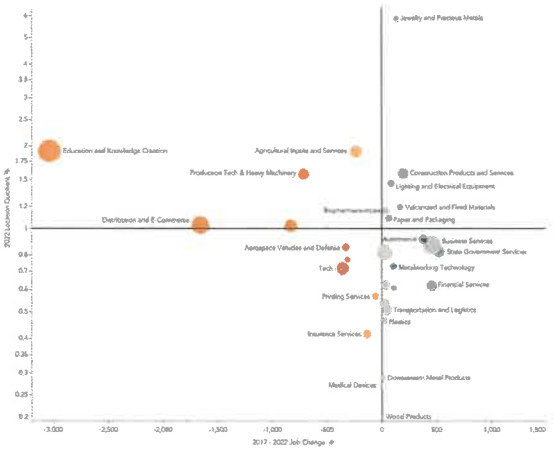
On behalf of the Lexington-Fayette Urban County Government, Commerce Lexington contracted with Ted Abernathy, Economic Leadership, LLC, to assess current strategic targets and identify new strategic target industry sectors for the city of Lexington. The comprehensive study reviewed existing industry clusters to determine which are especially strong in terms of concentrated employment and wage levels, whether they are growing or declining in employment, and identified emerging sectors that deserve more attention. The analysis report noted and emphasized that target industries need to be realistic and achievable and should mesh with existing strengths and assets, such as the University of Kentucky, which employs 25,000 people and has strong research capabilities.

Completed in the summer of 2023, the resulting findings determined new industry targets that should be potentially transformational by raising the level of opportunity with investments and jobs that improve opportunities for area residents, particularly by increasing the number of higher-wage jobs.

The following five strategic target industries were identified for Lexington – Fayette County to best serve the city's and region's current and future needs while also maximizing ROI.

- Biopharma and Life Sciences
- Business Services and Financial Services
- Medical Devices
- Marketing and Design Services
- AgBio (agricultural biology) and AgTech (agricultural technology)

Fayette County Cluster Map



Source: Lightcast 2023.1

A variety of marketing recommendations were offered for varying levels of available budget dollars. With limited funding, Ohio Valley and east coast opportunities should be prioritized. With more robust funding, west coast and international trade shows as well as consultant events in those areas should be explored.

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(2.1) New Business Development (CONT.)
Commerce Lexington has developed an annual work plan designed to organize activities and ensure completion of necessary tasks to implement the business recruitment plan. (See attached sample spreadsheet.)

If awarded the contract, Commerce Lexington will coordinate with the Chief Development Officer and the Director of Agriculture Development *to develop a marketing plan, tasks, promotional materials, and timetable* that will be incorporated into the existing annual work plan.

With new strategic target industries identified, Commerce Lexington has focused on building and executing a marketing program to attract investments in Life Sciences, Biopharma, Biotech and Advanced Manufacturing. Within the past year we have attended trade shows and conferences where site selection consultants working within these fields attend to create awareness of Lexington, KY and form relationships with the consultants. With additional funding, we will expand the marketing plan to target additional identified strategic targets.

Allen Waugerman, President & CEO, Lexmark

"I enjoyed attending Commerce Lexington's consultant event at Fasig-Tipton. It was a very unique event mixing area CEOs, government officials, and visiting site selection consultants."

Examples of select trade shows and consultant events:

- Bio International Tradeshow
- SelectUSA Investment Tradeshow – aimed at recruiting foreign direct investment to the United States.
- Consultant Connect – Destination Showcase and Economix conference
- Site Selectors Guild
- International Economic Development Council (IEDC)
- Association of Chamber of Commerce Executives (ACCE)
- Area Development Consultant Forums
- KYUnited and Kentucky Association for Economic Development efforts
- Southern Economic Development Council
- World Agri-Tech innovation Summit (listed in Ted's recommendations)



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Tyler Burke, Manager, Large Customer Relations & Economic Development, Columbia Gas

"When assembling the sales team for prospect visits, Commerce Lexington has the RIGHT people at the table. They keep us engaged in the process of RFPs. They know when to ask for assistance."

(2.1) New Business Development (CONT.)
We will:

- On behalf of the LEP, organize and represent Lexington on consultant trips to cities where site selectors are clustered (Dallas, Chicago, Atlanta, Greenville, Indianapolis).
- Make recommendations to the Chief Development Officer on industry specific trade shows and events with a focus on key strategic industry targets.
- Attend trade shows to showcase Lexington as an ideal city for relocation or expansion to corporate decision-makers and site selection consultants.
- Represent Lexington at the Kentucky Association for Economic Development's
- consultant trips as they are organized.
- Utilize a market research consulting firm to identify and set appointments with real estate executives and site selection consultants in major cities.
- We will work with local partners and a market research firm to identify and set appointments with companies within the Ohio Valley who may be interested in expanding, relocating, or a potential research partnership with area universities.
- Meet with 100-125 site selection consultants annually.



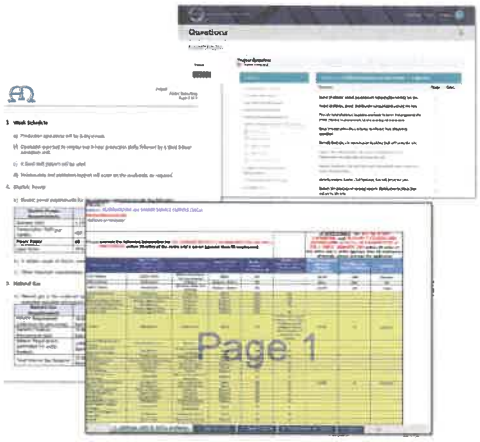


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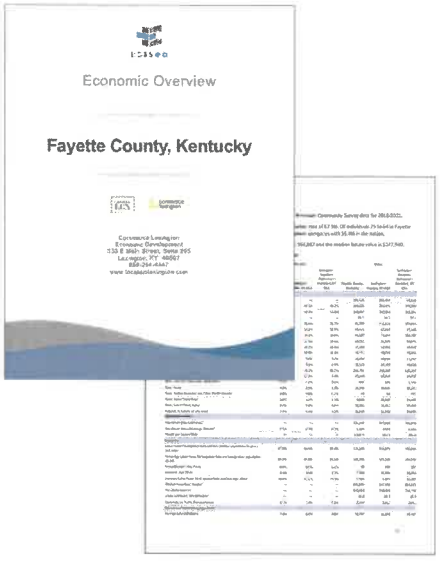
Identification of criteria to measure the success of your proposal.

(2.1) New Business Development (CONT.)
Once RFIs are received, our team will coordinate all new business project activity and site visits from companies outside of Lexington with Lexington Economic Development Partners. We will serve as the primary contact and sales team, coordinating with the LEP for assistance needed prior to and during the visit. We will provide detailed follow-up and coordinate resulting necessary action items with the LEP. (Sample RFIs to the right.)



Based on recommendations from Economic Leadership, LLC, we are currently working to refresh and strengthen the LocateinLexington website to incorporate the LEP goals and objectives. The refreshed website will include a section that focuses on the LEP. Part of the new website design will include intentional efforts to ensure information is easily viewed on mobile devices in addition to traditional desktops.

We will build out new marketing materials for the identified target industries focusing on data and information that showcases why Lexington is an exceptional location for those industries. We utilize data from the latest Census, American Community Study, Bureau of Labor Statistics, Bureau of Economic Analysis, and other sources. To enhance these efforts, we recently purchased JobsEQ, a labor market research platform. This tool not only helps us maintain up-to-data for the website but will also be used to support existing business research requests and to create supporting documents for RFIs. This data is critically important to marketing Lexington and the Bluegrass region, allowing us to showcase diversity, education attainment, and size of our labor force.



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(2.1) New Business Development (CONT.)
Traditional white papers and other marketing materials will include print and digital versions. These materials will populate dedicated pages on the LocateinLexington website focused on the strategic target industries. In conjunction, we will produce new promotional video content with Lexington thought leaders working within the targeted industries. These videos will be disseminated on various platforms to enhance overall awareness and drive messaging.

Commerce Lexington will also purchase annual directory listings in Site Selection Magazine, Area Development Magazine and others as determined. We will continue to co-brand advertisements in Keeneland Magazine, Land Rover Three Day Event Program Guide, Bluegrass Airport, and Kentucky's Guide to Economic Development.





We will promote the LEP throughout our existing social media platforms—LinkedIn, Facebook —which are followed by companies and consultants alike. Our team will post important LEP new announcements, available real estate, rankings, and other newsworthy events about Lexington on a regular basis.

As a new method, we will annually renew access to the Location Advisors Database to target site selectors more effectively. We will send quarterly email blasts to site selection consultants working within the identified strategic targeted industries to create awareness and encourage ongoing dialogue for development opportunities in Lexington-Fayette County. We will continuously monitor and adjust email marketing efforts based on real time data captured by the email marketing delivery system.

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(2.1) New Business Development (CONT.)
With additional funding, we will meet with the LEP Chief Development Officer and Director of Agriculture Development to incorporate AgBio and AgTech into an expanded marketing strategy.

We will also work with the LEP to investigate digital marketing opportunities that utilize geofencing and other new technologies to further raise awareness and promote Lexington as an ideal location for business attraction.

Consultant Marketing Event and Tradeshows		
Event	**Purpose**	**Cost**
Area Development Workshop Forum	Educational conference for economic development professionals with many opportunties to network and engage with site selectors.	8,500
Consultant Connect Destination Summit	Hosting 10 site selectors of our choice in Lexington for two immersive days	38,000
KAED Spring Collaboration Conference	Conference for KAED ED professionals and site selection consultants	2,650
Out of Market Lexington Consultant Event	host a gathering in a target city for site consultants.	10,600
BIO International Convention	Represent Lexington and KY on a global stage highlighting the competitive advantages of KY for biotech, life science, and medical device companies.	7,500
Select USA	Investment summit for US and International investors and companies	2,500
Women in Economic Develoment	Educational conference for women in economic development.	3,000
Southern Economic Development Council	Annual Conference with educational and networking opportunities	2,200
Economix	Conference for ED professionals and site selection consultants	7,000
Out of Market Lexington Consultant Event	host a gathering in a target city for site consultants	15,000
	Total	**96,950**
Advertising		
Publication or Space	**Digital/Print?**	**Cost**
Bluegrass Airport Display	Print	15,000
Business Facilities - Life Science Feature	Digital/Print	3,500
Site Selection Magazine - Annual Directory	Digital/Print	4,100
Business Facilities - Annual Directory	Digital/Print	4,000
Kentucky Economic Development - Annual Guide	Digital/Print	4,900
Area Development - Annual Directory	Digital/Print	4,900
Lane Report - Central Kentucky Review	Digital/Print	3,500
Keeneland Magazine - Spring & Fall	Print	4,500
Equestrian Spring 2024 Issue - USEF 3-Day	Digital/Print	1,800
	Total	**46,200**

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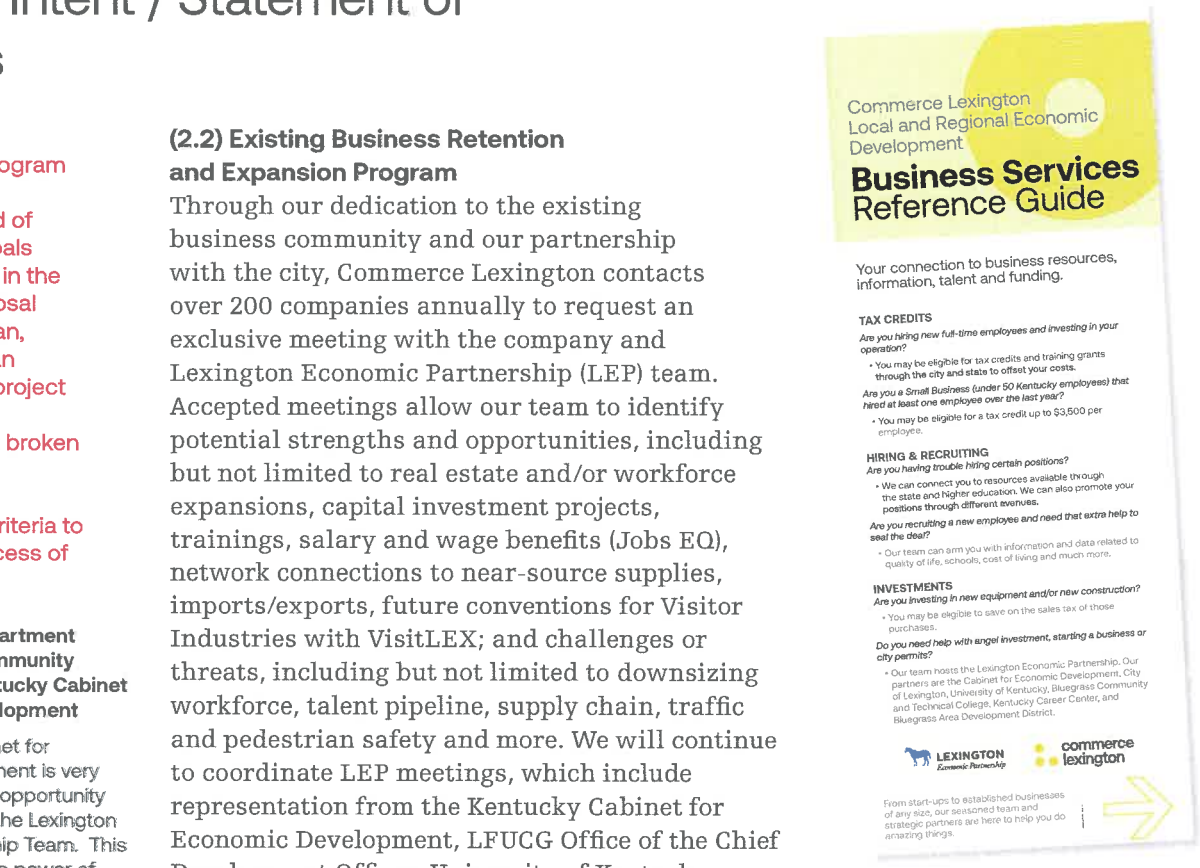
Identification of criteria to measure the success of your proposal.

Amy Bowman, Department for Business & Community Development, Kentucky Cabinet for Economic Development

"The Kentucky Cabinet for Economic Development is very appreciative for the opportunity to collaborate with the Lexington Economic Partnership Team. This team exemplifies the power of collaboration, uniting businesses, organizations, and community partners to help maintain and create sustainable economic growth."

(2.2) Existing Business Retention and Expansion Program

Through our dedication to the existing business community and our partnership with the city, Commerce Lexington contacts over 200 companies annually to request an exclusive meeting with the company and Lexington Economic Partnership (LEP) team. Accepted meetings allow our team to identify potential strengths and opportunities, including but not limited to real estate and/or workforce expansions, capital investment projects, trainings, salary and wage benefits (Jobs EQ), network connections to near-source supplies, imports/exports, future conventions for Visitor Industries with VisitLEX; and challenges or threats, including but not limited to downsizing workforce, talent pipeline, supply chain, traffic and pedestrian safety and more. We will continue to coordinate LEP meetings, which include representation from the Kentucky Cabinet for Economic Development, LFUCG Office of the Chief Development Officer, University of Kentucky, Bluegrass Community & Technical College (BCTC), Bluegrass Workforce Innovation Board, Kentucky Career Center, and other community and utility partners as needed. These meetings provide our team with insight into the business community's unique needs. Following each meeting, we will continue to coordinate appropriate LEP partner responses to address the issues and/or opportunities identified. We will conduct monthly "Deal Day" project briefing updates with the Chief Development Officer to provide a comprehensive overview on prospect activity for the previous month including project activity, breakdown of leads by industry, potential flight risks, and other topics will be discussed.


Commerce Lexington
Local and Regional Economic Development

Business Services Reference Guide

Your connection to business resources, information, talent and funding.

TAX CREDITS

Are you hiring new full-time employees and investing in your operation?

- You may be eligible for tax credits and training grants through the city and state to offset your costs.

Are you a Small Business (under 50 Kentucky employees) that hired at least one employee over the last year?

- You may be eligible for a tax credit up to $3,500 per employee.

HIRING & RECRUITING

Are you having trouble hiring certain positions?

- We can connect you to resources available through the state and higher education. We can also promote your positions through different avenues.

Are you recruiting a new employee and need that extra help to seal the deal?

- Our team can arm you with information and data related to quality of life, schools, cost of living and much more.

INVESTMENTS

Are you investing in new equipment and/or new construction?

- You may be eligible to save on the sales tax of those purchases.

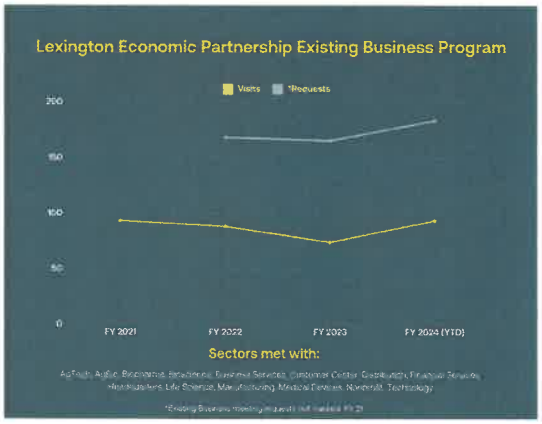
Do you need help with angel investment, starting a business or city permits?

- Our team hosts the Lexington Economic Partnership. Our partners are the Cabinet for Economic Development, City of Lexington, University of Kentucky, Bluegrass Community and Technical College, Kentucky Career Center, and Bluegrass Area Development District.

LEXINGTON Economic Partnership

commerce lexington

From start-ups to established businesses of any size, our seasoned team and strategic partners are here to help you do amazing things.



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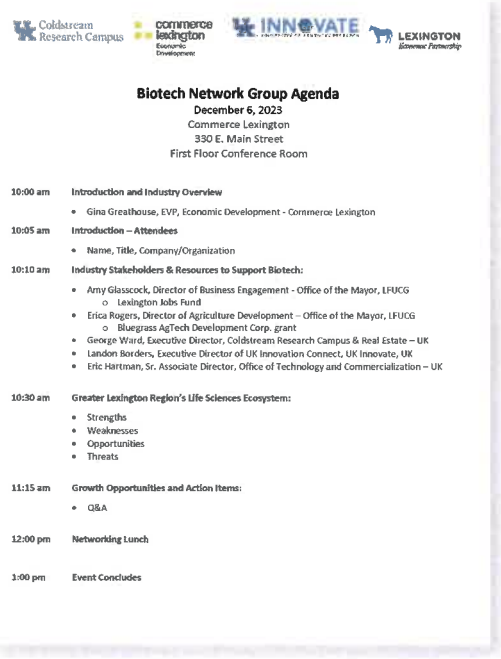
Erin Tipton, VP of Workforce and Economic Development, Bluegrass Community and Technical College

"Commerce Lexington has been a key leader in promoting work-based learning opportunities such as apprenticeships and internships for BCTC students as a mechanism for connecting talent to employers."

(2.2) Existing Business Retention and Expansion Program (CONT.)
We will give an overview of the current inventory of sites and buildings and update the Chief Development Officer on significant challenges identified via LEP meetings. We will continue to organize Councilmember Economic Development Days, which strategically unite the business eco-system and officials with a goal for councilmembers to better understand businesses in the community, demonstrate the LEPs role, and connect businesses with elected officials to encourage community relations.

We will expand upon our network group support by organizing:

- Manufacturer's Network Events
- Bluegrass Bio Events- BioPharma, Life Sciences, Medical Devices with an invitation to AgBio.
- AgTech (agricultural technology) and AgBio (agricultural biology) Specific Events
- Tech Networking Group – Includes an invitation to AgTech.
- Equine Network Events National Horse Center, Equine associations, and educational institutions
- Business & Professional, and Marketing & Design Services will be invited accordingly to each network event to ensure a cohesive approach to supporting and encouraging industry sectors.



Coldstream Research Campus · commerce lexington · INNOVATE · LEXINGTON

Biotech Network Group Agenda
December 6, 2023
Commerce Lexington
330 E. Main Street
First Floor Conference Room

10:00 am **Introduction and Industry Overview**
- Gina Greathouse, EVP, Economic Development - Commerce Lexington

10:05 am **Introduction – Attendees**
- Name, Title, Company/Organization

10:10 am **Industry Stakeholders & Resources to Support Biotech:**
- Amy Glasscock, Director of Business Engagement - Office of the Mayor, LFUCG
  - Lexington Jobs Fund
- Erica Rogers, Director of Agriculture Development – Office of the Mayor, LFUCG
  - Bluegrass AgTech Development Corp. grant
- George Ward, Executive Director, Coldstream Research Campus & Real Estate – UK
- Landon Borders, Executive Director of UK Innovation Connect, UK Innovate, UK
- Eric Hartman, Sr. Associate Director, Office of Technology and Commercialization – UK

10:30 am **Greater Lexington Region's Life Sciences Ecosystem:**
- Strengths
- Weaknesses
- Opportunities
- Threats

11:15 am **Growth Opportunities and Action Items:**
- Q&A

12:00 pm **Networking Lunch**

1:00 pm **Event Concludes**


CEO Round Table


Biotech Meeting


Manufacturing Network

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Marilyn Clark, Economic Inclusion Manager, University of Kentucky

"You could feel the pride and the goodwill in the room last night. The work that we are doing together is really changing lives. Let's keep it going! Thank so much to Commerce Lex for being an important part of this growing business ecosystem."

(2.3) Small Business Owner Connections and Networking

Commerce Lexington's Community & Minority Business Development (CMBD) program hosts the biannual Opportunity Exchange, a key networking event typically occurring in the spring and fall. These gatherings provide forums where pressing topics directly affecting small and minority businesses are discussed. Attendees have the invaluable opportunity to network with procurement professionals from esteemed organizations such as the University of Kentucky, Toyota Kentucky, Messer Construction, Fayette County Public Schools, and the Lexington-Fayette Urban County Government, among others. During these sessions, minority business owners can personally introduce themselves and their enterprises to decision-makers overseeing various projects, fostering potential collaborations.

To expand collaboration and networking efforts within Lexington-Fayette County, we're enhancing our marketing initiatives to attract a broader industry base. This involves forging additional partnerships with key community organizations like Bluegrass Community and Technical College (BCTC), Urban League of Lexington-Fayette County, Lexington-Fayette County Housing Authority, College of Technical Education, Hispanic Connections of Lexington, and the Building Industry Association of Central Kentucky. These entities harbor burgeoning entrepreneurs who stand to benefit from engagement with our program. Through these expanded efforts, we anticipate facilitating significant opportunities for the growth of small businesses. Following the outcomes of these initiatives, we plan to engage the small business community in consultations to identify further collaborative networking opportunities tailored to their needs and preferences.





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Edward Holmes, President, EHI Consultants

"[Tyrone's] strategic insights and innovative approach have been instrumental in driving meaningful change towards business development and advancing the cause of Minority and Community Economic Development."

(2.5) Minority Owned Business Development

Commerce Lexington's Community & Minority Business Development (CMBD) program is dedicated to fostering and sustaining the economic growth, development, and self-sufficiency of ethnic minority business owners and entrepreneurs. The program focuses on several key areas:

1. **Promoting Economic Growth and Development:** CMBD works to support the economic advancement of minority-owned businesses, ensuring they have the resources and opportunities needed to thrive.
2. **Recruitment:** The program actively recruits aspiring and burgeoning minority owned businesses in Lexington-Fayette County and Commerce Lexington.
3. **Business Referral Services:** CMBD provides referrals to the appropriate minority business assistance agencies, ensuring that business owners receive the support and resources they need for success.
4. **Financial Literacy:** CMBD provides small business and minority-owned businesses with financial literacy classes to enhance their financial business acumen.
5. **Partnerships:** The program promotes increased business partnerships between public and private majority corporations, business and industry, local and state governments, and minority business owners.
6. **Research:** The program provides research assistance to minority business entrepreneurship in the areas of business startup resources, financial business assistance, market data and other specific business support areas.
7. **Business Certification:** Assist entrepreneurs and small business owners in identification of the appropriate business certifications.

Through these efforts, CMBD aims to create a robust and inclusive economic environment that benefits all members of the community.



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(2.5) Minority Owned Business Development (CONT.)
Commerce Lexington's staff is knowledgeable and experienced in access to capital, and this experience has been utilized on the Mayor's Economic Development Investment Board. The innovative, nationally benchmarked Access Loan program is a cornerstone of Commerce Lexington's support for minority entrepreneurs and business owners in Lexington-Fayette County. This program has facilitated over $25 million in approved loans, aiding small businesses, start-ups, and expansions. The Access Loan Program meets prospective business owners where they are by offering:

- **Comprehensive support:** providing technical assistance that guides business owners through all facets of business plans and financial development.
- **Application Review Process:** Involves a Subcommittee that reviews completed applications and a Full Committee that finalizes approvals, with a high approval rate of 97% once applications reach the full committee.
- **Diverse Lending Partners:** Collaborates with local non-profits, a credit union, and both local and national banks to offer commercial loans ranging from $5,000 to several million dollars.



In addition to the Access Loan Program, we will also introduce the Kentucky Small Business Credit Initiative (KSBCI) 2.0, which will strengthen and grow loan support capabilities, which are directly managed by the Cabinet, while also providing a significant funding infusion for early-stage venture capital. It is our goal to host at least one session per year in which state employees present the program. Together, these programs and initiatives underscore Commerce Lexington's commitment to fostering a vibrant and inclusive economic environment for minority entrepreneurs and business owners in Lexington-Fayette County.

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(2.5) Minority Owned Business Development (CONT.)
Commerce Lexington is committed to fostering business connections and growth opportunities within the community by continuing to host and sponsor various events. Major sponsorship roles include:

1. **Lexington Bluegrass Area Minority Business Expo**, an annual event that attracts hundreds of entrepreneurs and offers quality programming, business collaborations and educational forums. This event is held annually and offers sessions like "Growing Your Business" and "Government Market to Growing Your Business." Unique features include speed dating sessions with large companies and a luncheon featuring a nationally recognized speaker who shares best practices and encouragement to emerging and seasoned minority businesses. Attendees leave with valuable business resources to help grow their brands.
2. **Turner-UK Construction Diversity Accelerator Program**. In this community partnership, Commerce Lexington supports minority-owned, women-owned, and other underrepresented construction-related businesses. This program provides access to tools, resources, and opportunities to be competitive in the construction industry. Over the past two years, this program has graduated twenty-eight participants.

Commerce Lexington's Minority Business Accelerator, which was designed to accelerate the development of sizable minority business enterprises (MBEs), has been instrumental in helping local minority-owned businesses gain the knowledge and tools to be successful. In just over ten years, the program member businesses have secured over $50 million in procurement contracts and opportunities. The Minority Business Accelerator currently includes six member businesses, all headquartered in Lexington-Fayette County, with some having contracts extending to California and Florida. Along with our consultant, Commerce Lexington offers two networking events per year for Accelerator members. With financial growth, the program aims to expand its reach, with continued focus on businesses with annual revenues of $250,000 or higher.



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(2.5) Minority Owned Business Development (CONT.)
As previously denoted in 2.3, Commerce Lexington's ongoing and future initiatives include the Opportunity Exchange, hosted twice a year, providing connections to other businesses in the community and providing opportunity for growth in their operations. In addition, continued partnerships throughout the year with LFUCG (Lexington Fayette Urban County Government), the University of Kentucky, Fayette County Public Schools, and other large entities on outreach events underscore Commerce Lexington's dedication to supporting minority-owned businesses, providing them with crucial networking opportunities, resources, and avenues for growth.

Commerce Lexington recognizes the immense value in memberships that equip us with the necessary tools and information to support our Lexington-Fayette minority-owned businesses. By joining the National Minority Supplier Development Council (NMSDC), we aim to promote minority business certifications and provide these businesses with access to crucial wealth-building opportunities. This strategic move will enable us to foster upward mobility in their business operations, further contributing to the economic growth and diversity of our community.



Commerce Lexington, a newly minted Federal Deposit Insurance Corporation (FDIC) Money Smart Alliance member, biannually offers the Money Smart for Small Business classes which cover financial literacy topics such as Managing Cash Flows, Organizational Types, and Financial Management. Over the past three years, these sessions have seen tremendous growth and impact with the largest class averaging twenty-seven participants weekly, consisting of both aspiring and existing business owners. Twenty-three participants earned a certificate of completion by attending four or more classes. In addition to the Money Smart Curriculum, participants were also introduced to several of Commerce Lexington's community partner organizations including Fayette County Public Schools, University of Kentucky Economic Inclusion, Kentucky's Small Business Development Center, local banking representatives, and the LFUCG Minority Business Enterprise Liaison who has been a consistent guest over the duration of classes. We were also joined by Councilmember Denise Gray, who joined the last class of the Winter 2024 session to congratulate the participants on their hard work and dedication in attending the classes. Commerce Lexington's future

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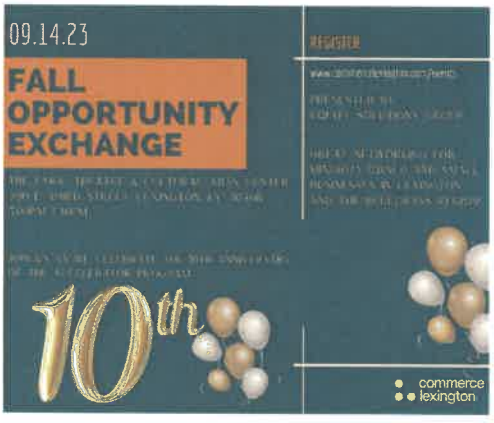
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(2.5) Minority Owned Business Development (CONT.)
plans include the continuation of the biannual classes. In addition, we would like to offer certain ad-hoc sessions, such as how to write a business plan, which is crucial for gaining access to capital.

Commerce Lexington along with other Lexington Leaders and business community leaders will continue to identify ways to reduce barriers to minority business ownerships through the Black Faith Leaders Collaborative, established in 2020. Participants include Commerce Lexington, University of Kentucky, Lexington-Fayette Urban County Government, Fayette County Public Schools, Transylvania University, several small business owners, and the Lexington-Fayette Urban League, along with pastors from many area churches. Several accomplishments have been made since the introduction of this collaborative group. Significant changes include contract payment updates from Net30 to Net15 and bid process modifications which strengthen the accountability process of large entities. These initiatives illustrate the collaborative effort and commitment of Commerce Lexington and its partners to create a more inclusive and supportive environment for minority business owners in the community. Through continued collaboration and proactive measures, the group aims to further dismantle barriers to minority business ownership and foster a thriving entrepreneurial ecosystem.

Commerce Lexington will continue to involve the LFUCG Minority Business Enterprise Liaison in outreach activities, similar to past engagements with the Opportunity Exchange and Money Smart for Small Business classes. Each quarter, Commerce Lexington will provide the Liaison with a list of minority-, women-, and veteran-owned businesses. The LFUCG Minority Business Enterprise Liaison will continue to receive a free advertisement and write up in our Minority Business Resource Guide, which is published several times throughout the year.





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Nicki Stewart, Workforce Development Manager, KY VALOR

"Their knowledge of local industries has served as a helpful resource while we assist military families making Lexington their post-service home."

(2.6) Women Owned Business Development
Commerce Lexington has a proven track record of providing networking, classroom, and one-on-one technical assistance to any small businesses in Lexington-Fayette County. Historically, about 60% of all small business contacts have been with women owned businesses. In addition to our community & minority owned business programming and initiatives described in 2.3 and 2.5, we will build on our existing framework and introduce targeted initiatives for women-owned business. Through enhanced relationship building, we will strengthen our ties with the Women's Business Enterprise National Council (WBENC), Women's Business Center, and the Women Leading Kentucky organization to further support female entrepreneurs. In addition, we will host a dedicated event for women business owners, to foster networking, share resources, and provide targeted support.

(2.7) Veteran Owned Business Development
Commerce Lexington has a strong history of providing networking, classroom, and one-on-one technical assistance to any small businesses in Lexington-Fayette County. In addition to our community & minority owned business programming and initiatives described in 2.3 and 2.5, we will intentionally target and market to veteran owned businesses. Strengthening our partnership with the Small Business Administration's Office of Veteran Business Development, our goal is to enhance collaboration with this office to offer more tailored resources and support for veteran-owned businesses. We will also leverage our existing partnerships to identify and reach out to veteran business contacts, ensuring a comprehensive support network. In addition, we will host an event for veteran -owned business owners.



A
Letter of Intent / Statement of Services

A.2 – A.3
Provide a work program that includes the proposed method of accomplishing goals and task outlined in the Request for Proposal including work plan, framework for plan implementation, project deliverables and proposed budget broken out by category.

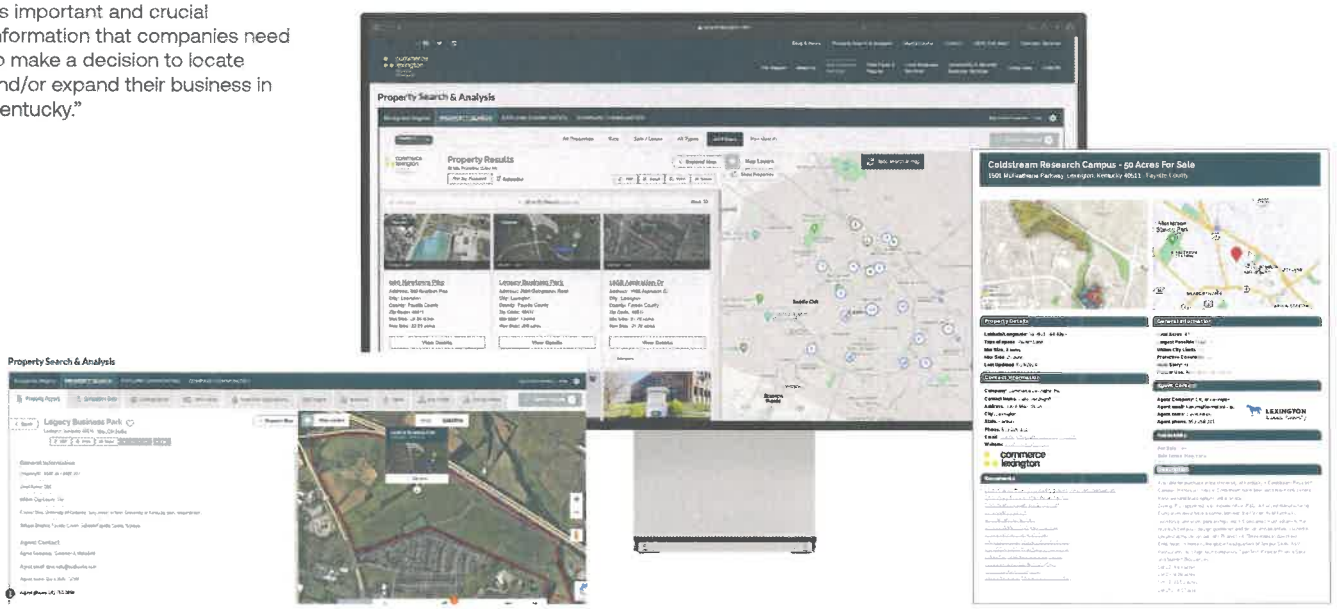
Identification of criteria to measure the success of your proposal.

Amy Mills, Sites and Buildings Specialist, Kentucky Cabinet for Economic Development

"Commerce Lexington partners with the [cabinet] to collaborate on marketing new and existing buildings and sites using the ZoomProspector database. The up-to-date property information ... is important and crucial information that companies need to make a decision to locate and/or expand their business in Kentucky."

(2.8) Available Economic Development Property Register

Commerce Lexington will continue to maintain and update its property database for Lexington and the region. Our database automatically syncs with the Cabinet for Economic Development and Kentucky Utilities property tools, ensuring up-to-date information across multiple websites. Lexington's property listings will have prominent placement on the Lexington Economic Partnership website, and properties will be featured in consultant email outreach as well as periodic social media updates. Our team ensures the register is continually updated as new listings are received from commercial real estate brokers, Kentucky Commercial Real Estate (KCREA) and Loopnet. Our team performs community tours for access to "pocket listing" property information that otherwise may not be available online. Our team places high priority on making sure the register is available to LFUCG and the community at large in real time with accurate and up-to-date information. We participate in Commercial Property Association of Lexington (CPAL) and Certified Commercial Investment Member (CCIM) meetings to network with real estate brokers, learn about new properties, and educate the real estate community about our database/website to market our services. Additionally, we will engage these events to continue supporting existing businesses with expansion projects and promote Lexington for new business prospects. We will continue to prioritize our efforts to seek and incorporate innovative solutions for higher visibility to encourage marketing efforts.



A
Letter of Intent / Statement of Services

A.2 – A.3
Provide a work program that includes the proposed method of accomplishing goals and task outlined in the Request for Proposal including work plan, framework for plan implementation, project deliverables and proposed budget broken out by category.

Identification of criteria to measure the success of your proposal.

George Ward, AVP for Economic Development and Real Estate, University of Kentucky

"UK and Commerce Lexington have been working together for many years... There are many examples of the good work these entities do together. One of the biggest is a major economic development agreement between UK and the City of Lexington to create a 200-acre industrial park. This agreement originated in a land task force meeting where Commerce Lexington brought together representatives from government, business, UK and other landowners."

(2.11) Ag-Tech and Agri Business Development
If awarded the contract, Commerce Lexington will research opportunities within the AgTech and AgBio industry segments to develop a plan aiming to attract new business to the area. Commerce Lexington will coordinate with the Chief Development Officer and the Director of Agriculture Development to solidify a marketing plan and timetable, create marketing materials and attend select tradeshows and consultant events. The AgTech and AgBio industry segments will also be incorporated into the existing annual work plan.

Below are examples of the top Ag-Tech shows that could be researched and evaluated for inclusion into a work plan for this industry segment.

1. Fort Wayne Farm Show
2. National Cattlemen's Beef Association - NCBA
3. Grain Elevator & Processing Society
4. Hawkeye Farm Show
5. Commodity Classic Show
6. Mid-South Farm & Gin Show
7. International Association of Operative Millers - IAOM
8. Midwest Poultry Federation Convention
9. The Loggers Expo
10. Ag Progress Days
11. The Landscape Show - FNGLA
12. Farwest Show
13. Citrus Expo
14. Husker Harvest Days
15. Farm Science Review
16. World Beef Expo
17. American Society for Horticultural Science - ASHS
18. Sunbelt Agriculture Exposition
19. Angus Convention
20. Irrigation Show & Education Conference

In Appendix A, is a detailed outline of our action plan and future endeavors contingent upon adequate funding

A
Letter of Intent / Statement of Services

A.4 – A.5
Source(s) of private or non-LFUCG funding that will be used as part of the proposal to go along with LFUCG funding. State the percentage and amount of private or non-LFUCG funding and LFUCG requested funding as proposed in your submission.

List any funding from LFUCG sources the respondent has received in the previous two years and if your program succeeded and fulfilled their agreement with the LFUCG as described and agreed to within the agreement your organization signed with LFUCG.

A.4 Private Funding Source & LFUCG/Non-LFUCG Funding Percentage

Current funding sources	Amount	Purpose
Community/Minority Business Development	$174,800.00	Full Stride Capital Campaign
	$55,000.00	Commerce Lexington Sponsorships
	$60,000.00	LFUCG Execution RFP
	$289,800.00	
Economic Development	$570,400.00	Full Stride Capital Campaign
	$240,000.00	LFUCG Execution RFP
	$810,400.00	
Percentages		
LFUCG funding total	$300,000.00	29%
Full Stride and Sponsorships	$745,000.00	71%
Total funding for all	**$1,045,000.00**	**100%**

A.5 LFUCG Funding Received in Last 2 Years

Department	Amount	Purpose
Community/Minority Business Development	$60,000.00	1st Execution of the PSA RFP #26-2022
	$60,000.00	2nd Execution of the PSA RFP #26-2022
Economic Development	$240,000.00	1st Execution of the PSA RFP #26-2022
	$240,000.00	2nd Execution of PSA RFP #26-2022
	$30,000.00	LFUCG Pass Through for Targeted Industry Study
	$18,500.00	LFUCG Add'l support for "Consultant Connect Event"
Total funding for all 2022 -2024	**$648,500.00**	

B
History of Organization and Statement of Qualifications

B.
History of organization.

OUR HISTORY

Commerce Lexington Inc., established in 2004 through the merger of several organizations, is a vital private, non-profit entity fostering economic development in the Greater Lexington Region. Collaborating with local government and various institutions, Commerce Lexington aims to boost economic growth, job opportunities, and business development. The organization has forged strategic partnerships with key entities such as Lexington-Fayette Urban County Government (LFUCG), University of Kentucky (UK), VisitLEX, Bluegrass Community and Technical College (BCTC), the Kentucky Career Center, Kentucky Cabinet for Economic Development, Bluegrass Alliance, Small Business Development Center of Kentucky (SBDC), World Trade Center Kentucky, WORK-Lexington, and US Commercial Services.

Since its inception, Commerce Lexington has been a steadfast partner with LFUCG in driving economic development initiatives tailored to benefit Lexington. Through a strategic collaboration with LFUCG, Commerce Lexington actively promotes Lexington's economic potential in all endeavors, serving as the go-to source for economic development locally, regionally, statewide, and nationally. By leveraging this partnership, Commerce Lexington positions itself as a trusted entity dedicated to advancing Lexington's economic prosperity and reputation on a broad scale.

A TIMELINE OF HIGHLIGHTS

2020

Access Loan Program surpassed the $7,000,000 mark in loan facilitation



Fresh Bourbon (dba Edwards Spirit Company) announces plans to build first Black-owned bourbon distillery in Lexington creating 25 new jobs with a $5.4 million investment

Summit Biosciences, Inc. a pharmaceutical manufacturer, expands creating 78 new jobs with a $20.4 million investment

Launch Blue an early stage accelerator program for Kentucky tech startups, launches

Mac Conway Award for Excellence in Economic Development was awarded to Commerce Lexington Inc. by *Site Selection Magazine*

NX Development Corp. expands life science company creating 20 new jobs with an investment of more than $1.2 million

B
History of Organization and Statement of Qualifications

B.
History of organization.

A TIMELINE OF HIGHLIGHTS

Coldstream Research Campus
community leaders break ground at The Core, a home for early stage, high-tech companies



Longship
celebrates opening of new 29,000 SF building in Hamburg area



Thoroughbred Aviation Maintenance
opens new headquarters in Lexington creating 47 new jobs

Access Loan program
facilitates over $24M in loans for small businesses since 2001

2021



Coastal Cloud Partnership
celebrates UK Salesforce Consultancy Incubator Program grand opening

LFUCG Small Business Economic Stimulus & Recovery Grant Programs
administers over $6.9 million to over 500 businesses

Commerce Lexington Inc.
named to *Site Selection Magazine's* list of Top Economic Development Agencies for 2nd year in a row

Total Quality Logistics
expands, creating 300 new jobs in Lexington

Canadian-owned Vector Corrosion Technologies
locates first US manufacturing facility in Lexington

Galls
expands Lexington headquarters with $2.7M investment, adding 80 new jobs



2022 Unity Award
presented to Commerce Lexington by Alpha Beta Lambda Chapter Education Foundation

Space Tango expansion of microgravity R&D facility adding 16 jobs and investing $2.M

Lexington Manufacturing Company
celebrates grand opening of new, more efficient facility

2022



Lexmark International
breaks ground on a $4 million solar panel array project at Lexington headquarters



Valvoline
expands by opening heavy-duty fleet service center

Commerce Lexington
facilitates the launch of Bluegrass Tech Task Force

Kinetic by Windstream
breaks ground on regional HQ building

Lexair
announces $8.5 M expansion investment

ElectraMet
marks expansion with ribbon cutting and open house

Commerce Lexington
recognized for Money Smart for Small Business Classes

B
History of Organization and Statement of Qualifications

B.
History of organization.

A TIMELINE OF HIGHLIGHTS

2023

Legacy Business Park receives $2M in KPDI funding

Neogen expands Mercer Road Location with $6M investment, adding 72 new jobs

Webasto announces $25.6M investment, adding 120 new jobs



Opportunity Exchange Celebrates 10 Years of Accelerator Program



Commerce Lexington facilitates inaugural Global HQ CEO Roundtable

RD1 Spirits locates in Lexington with $4.8M investment

Commerce Lexington & Mayor Linda Gorton host CEO networking event at VisitLEX



Funai Microfluidic Solutions Relocates Business Unit Headquarters to Lexington



God's Pantry Food Bank breaks ground on expansion and new building

Bespoken Spirits a San Francisco start-up, relocates to Lexington adding 16 high-wage positions

Infineon Technologies expands with $5.5M investment, adding 54 new high paying jobs

Accelerator Program hits $50 million in new contracts and revenue since 2013

Commerce Lexington hosts BioTech Network, bringing together 40 industry leaders

2024

SRC of Lexington announces $15.3 M expansion, adding 60 new jobs



Destination Showcase features Lexington, KY

TRU-TONE Finishing, Inc.
Industrial E-Coating Powder Coating

Tru-Tone Finishing expands with $13.6 M investment



Commerce Lexington presents Leadership & Management in Economic Development Workshop

Commerce Lexington Partners with Turner-UK Construction Diversity Accelerator for 3rd consecutive year, graduating 28 to date open house

Tech Association of the Bluegrass re-launches



Access Loan Program facilitates over $25M in loans for small businesses since 2001

MONEY SMART for Small Business

Money Smart graduates 80 participants since classes began in 2020

Commerce Lexington hosts Marketing Luncheon for Indianapolis site selection consultants

B

History of Organization and Statement of Qualifications

B.1 – B.3
A list of individuals that would be actively engaged and involved in the project along with the percentage of their time that will be committed to the Lexington-Fayette County efforts related to the project.

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OUR TEAM



Bob Quick, IOM CCE
President and CEO

Function: 2.1, 2.2, 2.3, 2.5, 2.6, 2.7, 2.8, 2.11

Over 25% of time committed to the project

Bob is the President and Chief Executive Officer for Commerce Lexington, a 1,900-member investor-driven chamber of commerce and economic development organization. He is extremely involved in the Central Kentucky region in matters of public policy; and community, economic, and leadership development. He represents Lexington in the Bluegrass Alliance, a nine-county consortium of regional economic development entities and was a founding partner in the Central Kentucky "Regional Public Policy Group."

Both entities have proven to be 'region builders' by unifying cities, towns, and counties across Central Kentucky. Under his leadership, Commerce Lexington has received numerous industry accolades, including 2020 Top 20 Mac Conway Economic Development Agency by Site Selection Magazine, and 2016 Chamber of the Year by the Association of Chamber of Commerce Executives (ACCE). Throughout his career, Bob has served, and continues to represent Lexington on local, national and international business, educational and industry boards of directors and advisory councils, including his current appointment with the prestigious U.S. Chamber's Chamber of Commerce Committee of 100.

During his 34 years in the chamber profession, he has also served as the President and CEO of the Metropolitan Evansville (IN) Chamber of Commerce and as the Executive Vice President of the Iowa City Area Chamber of Commerce.

Bob is a 1985 graduate of the University of Illinois at Champaign-Urbana.

B

History of Organization and Statement of Qualifications

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OUR TEAM (cont.)



Gina Hampton Greathouse

Vice President for Economic Development

Function: 2.1, 2.2, 2.3, 2.5, 2.6, 2.7, 2.8, 2.11

75% of time committed to the project

Gina is a highly experienced and respected community and economic development professional with over 30 years of expertise, 25 of which have been dedicated to Lexington and the Bluegrass Region. Currently serving as the Executive Vice President for Economic Development at Commerce Lexington, Gina is known for her dedication, creativity, and proven leadership skills. She oversees the strategy and implementation of Commerce Lexington's economic development mission, including managing the goals of the Lexington Economic Partnership.

In her role, Gina has expanded Commerce Lexington's focus to include supporting existing businesses, fostering industry ecosystems, engaging with minority businesses, marketing Lexington's assets, and building relationships with senior business leaders. She excels in managing the economic development process, attracting major companies to Lexington, and facilitating business relocations.

Gina's efforts have led to the creation of over 12,000 jobs, $5 billion in capital investment, and $20 million in payroll tax revenue for Lexington in the last decade. She was instrumental in establishing the Bluegrass Business Development Park, which is home to 7 companies including Big Ass Fans, Webasto Roof Systems, and Tiffany and Co.

Through strategic partnerships with the City of Lexington, the University of Kentucky, Bluegrass Community and Technical College, and key business partners, Gina and her team have secured over $1 million annually from the private sector to support job creation in Lexington and the Greater Lex region. A graduate of the University of Kentucky's College of Business and Economics, Gina is a long-time resident of Lexington and a passionate advocate for the region's economic development.

B

History of Organization and Statement of Qualifications

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OUR TEAM (cont.)



Tyrone Tyra

Senior Vice President - Community & Minority Business Development

Function: 2.3, 2.5, 2.6, 2.7

100% of time committed to the project

Tyrone Tyra, Senior Vice President of Community & Minority Business Development at Commerce Lexington, is a dedicated professional committed to fostering economic opportunities for entrepreneurs in Central Kentucky, particularly within minority communities. With a focus on business development, Tyrone has dedicated his career to providing crucial support to small businesses, offering lending opportunities, technical assistance, and training programs aimed at promoting growth and sustainability.

In his role at Commerce Lexington, Tyrone manages a wide range of responsibilities, including public and private sector purchasing assistance, minority business recruitment, advocacy, and community outreach. Notably, he spearheaded two LFUCG grant projects that administered $6.9 million in small business stability grants, highlighting his proactive approach to securing funding for local businesses.

Tyrone's leadership extends beyond his role at Commerce Lexington, as he actively participates in various boards and committees focused on diversity, equity, and inclusion within economic development. His involvement with organizations such as the Lexington-Bluegrass Minority Business Expo Board of Directors and the Kentucky Association of Economic Development's Diversity, Equity & Inclusion Committee underscores his commitment to promoting inclusive economic growth. With a background in LaSalle University and roots in Detroit, Michigan, Tyrone brings a wealth of knowledge and experience to his role, further enhancing his ability to drive positive change and empower entrepreneurs in Central Kentucky.

B
History of Organization and Statement of Qualifications

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OUR TEAM (cont.)



Niki Goldey

Director of New Business Development, Economic Development

Function: 2.1, 2.11

75% of time committed to the project

Niki Goldey joined the Commerce Lexington team in the fall of 2022 as Director of New Business Development and works alongside her team to demonstrate Lexington's best attributes for companies considering locating or expanding to Lexington. Niki's primary focus is on new business attraction, with focus on the recently identified Strategic Target Industries. She regularly attends trade shows, conferences, and economic development events to establish and maintain relationships with site selection consultants, business leaders, state and local government officials, utility, and transportation representatives. Prior to joining Commerce Lexington, Niki was on staff at VisitLEX for 22 years and most recently served as the Director of Communications where she worked to raise awareness of Lexington as a premier travel, conference, and meeting location. Her primary focus was to establish and maintain vital working relationships with journalists and influencers to encourage positive regional, national, and international stories about Lexington's Bluegrass Region. Niki is a graduate of Transylvania University where she earned a bachelor's degree in business administration with an emphasis in marketing.

B

History of Organization and Statement of Qualifications

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OUR TEAM (cont.)



Cheryl Klever

Director of Business Retention & Expansion, Economic Development

Function: 2.2, 2.11

100% of time committed to the project

As Director of Business Retention & Expansion on the economic development team at Commerce Lexington, Cheryl works alongside her team to demonstrate Lexington's best attributes for companies considering location or expansion to Lexington. Cheryl's primary focus is business retention and expansion. She regularly meets with existing businesses and various industries within Fayette County to learn about their operations, challenges, and successes. She provides companies with a wealth of resources, programs, and services to support and encourage expansion opportunities. Cheryl nurtures healthy relationships with existing businesses to promote a prosperous ecosystem of economic success in Fayette County. Prior to joining Commerce Lexington's team, Cheryl was the Development Manager for one of Central Kentucky's largest nonprofit organizations, Community Action Council. Her primary focus there was to foster relationships between business and community leaders within the non-profit sector. Cheryl has a bachelor's degree in communications from the University of Kentucky.



Katie Vandegrift

Director of Marketing & Research, Economic Development

Function: 2.1, 2.2, 2.8, 2.11

75% of time committed to the project

Katie Vandegrift is a dynamic professional serving as the Director of Marketing & Research for Commerce Lexington's Economic Development team. She plays a pivotal role in maintaining comprehensive data across various sectors including demographics, economy, labor, taxes, real estate, cost of living, and education. Katie is instrumental in managing marketing materials, advertisements, and updating social media and website content to position Lexington as a prime business destination. Katie's academic journey began at Midway University, where she earned a bachelor's degree in Equine Health and Rehabilitation in 2012. After developing an allergy to horses, she returned to her alma mater and obtained a master's degree in business administration in 2021. Her professional career is diverse, with experience in hospitality, the thoroughbred industry, and banking. Katie is deeply rooted in her community in Midway where she is actively involved, serving in leadership positions on various non-profits and boards including the Woodford County Economic Development Authority. Katie's dedication to economic development and community service makes her a vital asset to her team and her community.

B

History of Organization and Statement of Qualifications

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OUR TEAM (cont.)



Falon McFarland

Project Manager, Economic Development

Function: 2.3, 2.5, 2.6, 2.7, 2.8

75% of time committed to the project

Since 2021, Falon McFarland has leveraged her diverse skill set to enhance the Economic Development team. In her role as Project Manager, Falon provides comprehensive administrative support, oversees the Full Stride Capital Campaign, which is over the $1 million mark, coordinates events for community and minority business development programs, offers technical assistance to both aspiring and established small business owners, and contributes creatively to the marketing efforts of the Community and Minority Business Development programs across our social media platforms and website. Before joining Commerce Lexington, Falon accumulated over 11 years of professional experience in the telecommunications industry, specializing in marketing research, product management, and systems analysis. She is deeply committed to fostering relationships within the local small business community, aiming to ensure that every entrepreneur has the requisite knowledge and access to capital for success in their endeavors. Outside of her professional responsibilities, Falon actively engages with her community in various capacities. She holds memberships in the Beta Gamma Omega Chapter of Alpha Kappa Alpha Sorority, Incorporated®, the Central Kentucky Chapter of Jack and Jill of America, Inc., and serves as the Children and Youth Ministry Leader at First Baptist Church Bracktown. Falon holds dual bachelor's degrees in Computer Information Systems and Marketing from Grambling State University, along with an MBA from the University of Texas at Tyler, specializing in Marketing.

B

History of Organization and Statement of Qualifications

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RESUMES

ROBERT L. QUICK, IOM, CCE
Phone: 859-226-1616 | E-Mail: bquick@commercelexington.com

CURRENT POSITION

Commerce Lexington Inc., President, and Chief Executive Officer, 2001–Current

- 1,900-plus member chamber of commerce & economic development group
- 5+ million-dollar operating budget
- Commerce Lexington Inc. formed on January 11, 2004, when the Greater Lexington Chamber of Commerce, Lexington United (Economic Development Group), and the Lexington Partnership for Workforce Development merged.
- Commerce Lexington Inc. is the lead business organization in Central Kentucky for advancing economic development (entrepreneurial start-ups, expansion, retention, and recruitment), public policy, leadership development, domestic and international benchmarking, minority and small business development.
- In 2016, the organization achieved the highest industry distinction being named the Association of Chamber of Commerce Executives, 2016 Chamber of the Year.
- 2018, 2020, & 2021 TOP Economic Entity.

PAST PROFESSIONAL EXPERIENCES

- Metropolitan Evansville (IN) Chamber of Commerce, President and Chief Executive Officer, 1994- 2001
- Iowa City Area Chamber of Commerce, Executive Vice President, 1989 – 1994
- Iowa City Area Chamber of Commerce, Vice President Membership Development, 1988 - 1989
- World Agricultural Expo, Assistant Manager, 1987-1988 (Top 10 World Agricultural event – 1988)
- Ralston-Purina, Inc., Sales Representative, 1985-1987
- United States Department of Agriculture (U.S.D.A.) Economics Division, Economist Assistant, Washington D.C. 20250. May – August 1983
- United States Department of Agriculture (U.S.D.A.), Office of the Secretary – John R. Block, Public Liaison Office, Administrative Assistant, Washington, D.C. 20250. May – August 1982
- National Secretary, National FFA Organization, Alexandria, Virginia 1980-1981
- State President, Illinois FFA Organization, Roanoke, Illinois 1979–1980

B

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RESUMES | ROBERT L. QUICK (CONT.)

PROFESSIONAL ACTIVITIES

- Commerce Lexington Inc., Board Secretary, 2001 – Current
- Lexington Strides Ahead Foundation, Inc., Board of Directors, 2014 – Current
- Business & Education Network (B.E.N.), Board of Directors, 2004 – Current
- Lexington Industrial Foundation, Board Secretary, 2001 – Current
- Federal Reserve Bank of Cleveland - Cincinnati Branch, Lexington Business Advisory Council, 2009 - Current
- Chamber of Commerce of the United States, Chamber of Commerce Committee of 100, 2004 - Current
- Association of Chamber of Commerce Executives (A.C.C.E.)
  - *Benefit Trust Board, Six-Year Term, 2015 – 2020; Board Chair – 2019, 2020*
  - *Past-Chair, Certified Chamber Executive (C.C.E.) Commission Board*
  - *Past ACCE Board Member*
- Central Kentucky Regional Public Policy Group, Group Co-Founder
- Downtown Lexington Partnership, Advisory Board

COMMUNITY INVOLVEMENT

- YMCA of Central Kentucky, Past Board Member, 2010 - 2014

PROFESSIONAL AFFILIATIONS

- Association Chamber of Commerce Executives (A.C.C.E.)
- Chamber of Commerce of the United States

PERSONAL INFORMATION

- Hometown: Bement, Illinois
- Family: Julie A. Quick – Wife, 3 Adult Children
- Church: St. John's Lutheran Church; Church Leader
- Interests: Sports-Softball, Snow Skiing, Basketball; Reading-Business and Political Leadership Books

Education: University of Illinois, Bachelor of Science, Agricultural Economics, 1985

Professional Certification: Certified Chamber Executive (C.C.E.), 1999–Current

B

History of Organization and Statement of Qualifications

B.1 – B.3
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RESUMES (CONT.)

GINA HAMPTON GREATHOUSE

Phone: 859-226-1623 | E-Mail: ggreathouse@commercelexington.com

A dedicated and respected community and economic development professional. Over 30 years of experience in the economic development field, with over 25 of those being focused on improving and promoting the Great Lexington Region. Team leader, creative, energetic, outspoken, outgoing, willing to go the extra mile.

EXPERIENCE

Commerce Lexington Inc. Executive Vice President, Economic Development 2018 - Current

- Manage the economic development team in initiating, developing, and maintaining programs that attract and grow jobs and capital investment to Lexington and the Bluegrass region.
- Manage business attraction efforts focusing on recommended strategic focus areas including, but not limited to Biopharma, Business and Professional Services, AgBio/Agtech, Marketing/Design, Medical Devices, and others.
- Interact with leading national & global site selection consultants, leaders, and real estate brokers.
- Implement economic development goals and objectives for the Lexington and the Bluegrass area and interface and coordinate with clients and various community and regional partners.
- Manage implementation of a $1,000,000 budget including RFP/ grant writing, fundraising, and building sponsorships.
- Responsible for over 25 years of fundraising for the economic development team via the Full Stride Capital Campaign and City funding. Raised over $30,000,000.
- Maintain strong relationships with local CEOs to connect to learn trends, needs, and partnerships.
- Direct the Commerce Lexington project management team to achieve the goals for the Lexington Economic Partnership initiatives such as Business Retention and Expansion outreach, new and expanding business project activity, minority business opportunities, and site visits.
- Coordinate the efforts of the regional Bluegrass Alliance (BGA). Organize marketing trips to major cities with site selection consultants for Lexington and the BGA regional partners.
- Represent and share Commerce Lexington's economic development mission at regional, national, and global events. Biotechnology Industry Organization (BIO), Select USA, Area Development Forums, Consultant Connect.

B

History of Organization and Statement of Qualifications

B.1 – B.3
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RESUMES | GINA HAMPTON GREATHOUSE (CONT.)

- Represented the Lexington and the Bluegrass on trade missions to Japan, China, Germany, Dubai, and the United Kingdom. Interfaced with existing businesses with operations in those countries.
- Interact with state, local and federal officials. Governor's Office, Kentucky Cabinet for Economic Development various Kentucky State Agencies, Congressional Offices, and others.

Commerce Lexington Inc., Lexington, KY Senior Vice President, Vice President—Economic Development (2004–2018) Senior Project Manager, Project Manager(1995-2004)

- Worked with economic development team charged with promoting Lexington and Central Kentucky as a profitable place for companies to locate and expand.
- Managed business attraction efforts with focus on strategic targets in technology including data centers, manufacturing, business and professional services, life sciences, and distribution.
- Assisted new and existing clients in the site selection process by providing necessary information, such as financing, taxes, state/local incentives, workforce data and training, real estate, utilities, and local business connections.
- Managed a six-person project management team focused on the core economic development practices.
- Maintained and cultivated relationships with investors, board of directors, elected officials, site selection consultants, and economic development professionals.
- Coordinated regional strategic plan for economic development.
- Managed marketing initiatives in collaboration with team and marketing agency to promote Lexington and Central Kentucky as a place for business.

Kentucky Cabinet for Economic Development Project Manager (1993–1995)

- Responsible for promoting economic development in Kentucky by marketing and recruiting new companies to locate or expand into all areas of Kentucky.
- Responsible for preparing financial proposals used to recruit manufacturing and service companies.
- Assist clients with site selection process through all phases of project.
- Liaison between various state governmental agencies with clients.
- Located over 30 new companies across Kentucky which lead to the creation of over 3,800 jobs.

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RESUMES | GINA HAMPTON GREATHOUSE (CONT.)

Kentucky Cabinet for Economic Development Assistant State Enterprise Zone Coordinator (1990–1993)

- Responsible for promoting economic development in Kentucky by marketing and recruiting new companies to locate or expand into Kentucky's 10 Enterprise Zones.
- Coordinated and presided over monthly meetings of the Kentucky Enterprise Zone Authority.
- Responsible for managing and coordinating various activities of the ten local zone administrators.

Kentucky Governor's Office for Policy and Management Policy Budget Analyst Senior (1990), Policy Analyst (1988–1990)

- Responsible for analysis of Policy and Budgets of Kentucky's Educational System which involved the preparation of biennial budget, reports, briefing documents and other materials for presentation to the State Budget Director, the Governor, Executive Branch Officials and others.
- Instrumental in the preparation of the 1990 Kentucky Education Reform Act.

EDUCATION

University of Kentucky, Lexington, KY

- Bachelor of Business Administration, Graduated May 1988 with Honors

COMMUNITY AND INDUSTRY INVOLVEMENT

- International Economic Development Council, Member
- Industrial Asset Management Council, Member
- Kentucky Association for Economic Development (KAED), Board Member
- Japan America Society of Kentucky
- American Chamber of Commerce Executives
- LexArts, Board of Directors
- Opportunities for Work and Learning (OWL), Board Member
- 2016 KAED Economic Development Professional of the Year
- Member of the 2016 American Chamber of Commerce Executives Chamber of the Year team
- President of Opera House Square Neighborhood Association

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RESUMES (CONT.)

TYRONE TYRA

Phone: 859-223-6233 | E-Mail: ttyra@commercelexington.com

Extensive experience as a senior level administrator in an economic development agency; direct sales for national corporations; business trainer and consultant; entrepreneur; Key manager of Chamber named 2016 American Chamber of Commerce Executives Chamber of the Year; and business manager for the company designated as the 2002, 2001,2000 Small Business Association's Micro-lender of the Year.

EXPERIENCE

Senior Vice President Community & Minority Business Development, Commerce Lexington, 2016-Present

Vice President Community & Minority Business Development, Commerce Lexington, 2005- 2016

Vice President for Business Development, Community Ventures Corporation (CVC), 1995-2005

ACCOMPLISHMENTS

- Key Contributor to Commerce Lexington's 2016 American Chamber of Commerce Executives National "Chamber of the Year Award"
- Responsible for 57% increase in Ethnic Minority membership in first 15 months with Commerce Lexington
- Created Minority Business Accelerator in 2013
- Coordinated over $13.5 million in procurement opportunities for Minority Business Enterprises
- Grew Access Loan Program for $4.2 to $23 million
- Expanded lending partners from 12-26
- Expanded CVC's client list from 65 to 320 in 6 years
- Managed over $1 million SBA loan portfolio
- Instrumental in developing networks to supply CVC with expanding markets
- Increased service area from 17 to 31 counties including three satellite offices
- CVC's Business Division named 2002, 2001, & 2000 U.S. Small Business Administration's Micro-lender of the Year

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RESUMES | TYRONE TYRA (CONT.)

RESPONSIBILITIES

Marketing

- Growth of Minority Business Accelerator
- Promotion of Access Loan Program
- One-on-One technical assistance to perspective business owners & entrepreneurs
- Coordinating with other regional supplier diversity firms to grow participation
- Increased client base by building a network via participation in diverse organizations and events
- Support Commerce Lexington with membership in national and regional organizations
- Working with national for-profit corporations to connect local minority business enterprises
- Provide support to small chambers in the region in assisting businesses with access to capital
- Support Commerce Lexington with membership on several community board
- Presented to several community organizations no less than 15 times yearly on CVC's programs and services
- Coordinated and supervised the business division's comprehensive recruitment efforts

Management

- Manage 5-8 Minority Business Accelerator members
- Coordinating consultant activities to assist MBE's
- Management of Minority Business Development Advisory Committee
- Synchronize activities of Access Loan Sub- & Full committees
- Timely reporting to Commerce Lexington Board of Directors
- Technical assistance to start-up & existing small businesses
- Supervised 6-7 Business Development Specialists
- Managed department budget of over $750,000
- Responsible for training and development of a nationally recognized staff.
- Determined credit potential and liability of clients

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RESUMES | TYRONE TYRA (CONT.)

- Project director for several CDBG and loan funds including partnership grants with Kentucky State University, Small Business Administration Loan Fund and School-to Work grant
- Recruited and serviced 13 in-house incubator clients

Strategic Planning

- Created a business plan and mission statement for CVC's business development division including research, data analysis, and action plans to meet increasing demands for clients
- Executed plan using a multi-tiered continuum of services
- Developed methods and procedures for recovery on defaulted loans

Collections

- Responsible for recovery of defaulted and delinquent loans
- Served as collections' liaison for staff on defaulting clients
- Operated as Legal contact to report to CFO

Business Development Specialist Community Ventures Corporation (CVC), 1995-2002

ACCOMPLISHMENTS

- Successfully managed client portfolios of $250,000
- Decreased delinquency rate by 12%
- Increased client base by 5%
- Developed training curriculum for Business, Planning and Feasibility program

RESPONSIBILITIES

- Supported entrepreneurial recruitment in 17 Bluegrass counties
- Provided classroom training and technical assistance to new business developers focusing on budget development, market research, basic accounting and inventory management
- Provided ongoing assistance throughout the development of clients' businesses
- Assisted in securing funding for clients
- Determined credit potential and liability of applicants
- Coordinated loan application process from application through disbursement
- Provided post-loan technical assistance

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RESUMES | TYRONE TYRA (CONT.)

PROFESSIONAL AFFILIATIONS

Kentucky Chamber of Commerce Small Business Council-2012-Present

American Chamber of Commerce Executives' Diversity Equity & Inclusion Division Member, Kentucky Supplier Diversity Collaborative

Vice Chair of Mayor's Economic Development Committee Kentucky SBA Lenders Conference Committee

Member, former Co-Chair Bluegrass Minority Business Expo Committee Commerce Lexington Access Loan Committee- 2001 to Present Lexington Transit Authority-2007-2013

Member United Way of the Bluegrass Board of Directors- 2007- 2017

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RESUMES (CONT.)

NIKI GOLDEY
Phone: 859-226-1622 | E-Mail: NGOLDEY@commercelexington.com

EXPERIENCE

Commerce Lexington, Inc. Director of New Business Development, Economic Development, 9/2022 - current

- Assist the Executive Vice President for Economic Development and team in strategic planning of marketing initiatives to recruit new primary business to the central Kentucky region.
- Attend national forums, conferences, and trade shows to demonstrate central Kentucky's quality of life and opportunities for business development.
- Initiate and manage new business prospect activity and coordinate site visits with state, local, and industry partners as necessary.
- Work alongside internal team to support existing business retention, expansion, and entrepreneurial development.
- Collaborate with regional economic development partners to coordinate meetings, special events, programs, and project updates.
- Demonstrate ability to analyze and communicate data relevant to workforce, wages, tax revenues, capital investment, real estate development and other primary economic development factors as appropriate.
- Coordinate economic development packages with Kentucky Cabinet for Economic Development & Lexington-Fayette Urban County Government to demonstrate central Kentucky's primary assets.
- Assist clients and site selection consultants in obtaining information on environmental regulations, transportation, utilities, real estate options, available incentives, and funding sources, etc.
- Remain current about federal, state, or local legislation/regulation changes, which affect economic development.

Director of Communications, VisitLEX, August 2008-July 2022

- Responsible for attracting media professionals to facilitate travel articles.
- Developed and maintained relationships with editors and freelance journalists.
- Facilitated internal and external communication plans on behalf of leisure, meeting sales and organizational marketing efforts.
- Managed relationship with national PR firm and local agency.
- Planned and executed media events in feeder cities.

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RESUMES | NIKI GOLDEY (CONT.)

- Prepared itineraries and hosted domestic and international journalists.
- Created, prepared, scheduled and distributed e-marketing messages to key leisure travel markets, industry partners, convention sales markets and community leaders.
- Wrote and distributed press releases.
- Maintained media relations and film sections of VisitLEX.com.
- Managed photo/video libraries and delivered assets for internal and external projects.
- Contracted with photographers and collaborated with agency of record to ensure photo/video library contained necessary assets for VisitLEX projects.
- Wrote and edited articles for incoming groups to increase meeting attendance.
- Maintained working knowledge of new developments in Lexington and the region.
- Coordinated with broadcast media, film crews and the KY Film Office/Commission.
- Worked with marketing team on social media outreach and managed influencer relationships.
- Maintained CRM, tracked coverage and sent reports to staff and industry partners.

Media/Communications Manager, Lexington Convention and Visitors Bureau, July 2002-July 2008

- Proactively facilitated editorial opportunities by attending media showcases and developing relationships with editors and freelance journalists.
- Planned all itineraries and entertained all incoming domestic and international media.
- Responded to requests from all media.
- Tracked editorial coverage and maintained communications CRM.
- Managed photography and video assets.
- Produced and maintained marketing/promotional materials.

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RESUMES | NIKI GOLDEY (CONT.)

Marketing/Information Services Assistant, Lexington Convention and Visitors Bureau, August 2000-June 2002

- Responded to requests from media for information on Lexington.
- Tracked editorial coverage and maintained communications CRM.
- Assisted sales team in the development and execution of familiarization programs.
- Updated and maintained internal systems and materials.
- Assisted in development of collateral materials.

EDUCATION

Bachelor of Arts, Business Administration with Marketing Emphasis, 2000, Transylvania University

PROFESSIONAL AND COMMUNITY INVOLVEMENT

2000-2022	Public Relations Society of America, member
2000-2022	Kentucky Tourism Industry Association, member
2020-2022	Kentucky Film and Digital Entertainment Association, Inc., board member
2022-present	Kentucky Association for Economic Development, member
2023-present	International Economic Development Council, member
2024-present	Southern Economic Development Council, member

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RESUMES (CONT.)

CHERYL L. KLEVER

Phone: 859-227-0911 | E-Mail: cklever@commercelexington.com

EXPERIENCE

Director of Retention & Expansion, Commerce Lexington Economic Development 10/2019–CURRENT

- Collaborates meetings between various organizations and existing business community to support workforce development, provide knowledge on training grants, tax incentives and current business climate in Fayette County and region.
- Connects employers and employees to encourage workforce development.
- Monitors, manages compliance reports and projects pertaining to workforce development in central Kentucky region.
- Develops and initiates industry specific network events to provide best practices, and monitors performance.
- Identifies and reviews funding contracts to ensure compliance.
- Maintains open communication by presenting regular updates on project status to employers, economic development, and executive team members.
- Fosters relationships with existing business community and stakeholders to promote positive working relationships.
- Identifies plans and resources required to meet project goals and objectives.
- Heads team projects specializing in design and launch activities.

Development Manager, Community Action Council 9/2011–9/2019

- Partnered with board of directors, senior management, and department to align project goals with business strategy and define project milestones.
- Managed and coordinated solicitation of private, corporate and foundation gifts to secure unrestricted revenue.
- Identified funding opportunities and lead the planning and implementation of all fundraising opportunities and events to meet annual development goals, including annual giving and planned giving initiatives.
- Recruited and managed tasks, time sheets and coordination of volunteers
- Created and managed annual signature fundraiser event to secure stakeholder commitments and created public awareness for organization.
- Drove departmental performance and achievement of service levels through focused team operational reviews, structured coaching and managing to enterprise targets.

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RESUMES | CHERYL L. KLEVER (CONT.)

EDUCATION & CERTIFICATIONS

August 2011, Bachelor of Science, Communication, University of Kentucky

June 2004, Associate of Science, Liberal Arts and General Studies, Harrisburg Area Community College

SKILLS

- Professional Leadership skills
- Sensitive to diversity
- Passionate about community
- Tenacious spirit to achieve goals
- Distinguished written and verbal communication
- Dedicated to enhancing quality of life

ACTIVITIES

I've been invested in community engagement since 2009 when I volunteered to be a Troop Leader for Girl Scouts of America. Since then, I've discovered ways to stay involved with various committees, organizations, and community driven conversations. During my career at Community Action Council, I joined the Employee Engagement Committee, registered as an Emerging Leader at Commerce Lexington, facilitated, and hosted annual On the Table discussions, joined Lexington Forum as a member, and accepted the nomination as Board member for LFUCG Neighborhood Action Match Board which I am still involved. In 2017, I became a Certified Community Action Professional. Between 2019 and 2021, I was the President for Parent Teacher Student Association and Track & Field Booster Club. To date, my children and I volunteer at the Salvation Army.

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RESUMES (CONT.)

KATIE VANDEGRIFT

Phone: 859-226-1621 | E-Mail: kvandegrift@commercelexington.com

EXPERIENCE

Director of Marketing & Research, Commerce Lexington Economic Development, 2020–Current

- Collaborate with the economic development team to drive recruitment, support existing businesses, and foster entrepreneurial growth.
- Maintain comprehensive logs and databases of business interactions, tracking employment trends, wages, and regional company challenges
- Monitor news outlets to stay abreast of client activities and pertinent economic developments.
- Assist in crafting proposals detailing Lexington's corporate climate, encompassing taxes, financing, incentives, labor, and workforce data.
- Provide clients and consultants with crucial information on regulations, transportation, utilities, real estate, and funding sources.
- Manage marketing initiatives and social media promotion to position Lexington as an attractive business destination.
- Write articles for various publications and manage content for the Locate in Lexington website and associated social media.
- Monitor legislative and regulatory changes impacting economic development.
- Participate in recruitment trips, trade shows, and special events as needed to meet prospects and partners.
- Maintain relationships with regional leaders, economic developers, chamber executives, consultants, and staff at the Kentucky Cabinet for Economic Development
- Assist the Executive VP with business briefings, board reports, and preparing metric reports for local government officials
- Respond to RFPs, manage prospect inquiries, and coordinate press releases and business profiles.
- Regularly update and maintain statistical data for chamber publications and the Greater Lexington Business Prospectus
- Conduct quarterly real estate tours, and maintain a comprehensive commercial real estate database for Lexington and the region
- Develop methodologies for analyzing business location trends and supporting recruitment efforts, including arranging community visitations, and preparing local economy overviews.

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RESUMES | KATIE VANDEGRIFT (CONT.)

Marketing & Administrative Manager, Commerce Lexington Economic Development, 2019–2020

- Supported the process for business expansion/relocation in Lexington and the region
- Managed overall office operations for Economic Development Division, including inventory management, telephone inquiries, correspondence assistance, and equipment maintenance.
- Provided administrative support to economic development team and CEO by coordinating meeting set-up, ordering lunches, and maintaining a professional office environment
- Assisted with updates to websites, e-newsletters, and commercial property databases
- Supported Economic Development Department with administrative tasks, event preparation, editing press releases, and delivering department materials.
- Coordinated program logistics, including distribution lists, meeting notices, reservations, billing, and event set-up; updated program website regularly.

Personal Banker, WesBanco/United Bank & Capital Trust Company (merged in 2018), 2018–2019

- Proactive member of the banking center team by being an initial contact for new and existing clients.
- Identified and resolved complex customer service opportunities and issues.
- Supported the retention and growth of profitable client relationships through sale of basic deposit and consumer loan products.
- Analyzed required financial and personal data to cross sell products and services to the customer.

BSA Compliance Analyst, WesBanco/United Bank & Capital Trust Company, 2017–2018

- Provided strategic and comprehensive review of OFAC and 314a cases to ensure compliance with regulatory standards and internal requirements.
- Oversaw the generation of CIP and MOI reporting.
- Held accountable for Subpoena log management.
- Aided in CRA reporting and the performance of SAR research.
- Conducted monthly monitoring of high-risk consumers.
- Performed in various capacities as a BSA Specialist II, Deposit Compliance Specialist and Title Insurance Specialist as needed.

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RESUMES | KATIE VANDEGRIFT (CONT.)

- Served as the Compliance Committee Secretary

Risk Support Specialist, WesBanco/United Bank & Capital Trust Company, 2017

- Served in a role providing support to the Enterprise Management Department, aligning performance with organizational objectives.
- Prepared materials utilized in various meetings.
- Purchased and administered supplies and maintained supply storage.
- Analyzed and updated vendor management documents.
- Held accountable for records management specific to Attorney liability insurance, subpoena log, fraud files, after-hours call list, and calendars.
- Approval authority for liability insurance.
- Performed tasks as the Title Insurance Specialist in their absence.

Bank Teller, WesBanco/United Bank & Capital Trust Company, 2015–2017

- Engaged with customers to assess needs, present solutions, and answer banking inquiries.
- Processed monetary transactions including deposits, withdrawals, and payments.
- Presented new and additions solutions to clients.
- Balanced the vault and ATM transactions daily.
- Performed onboarding activities in support of new customers

Office Manager, Lantern Hill Farm 2012–2017

- Managed administrative functions through the oversight and performance of various duties.
- Processed monthly client billing.
- Organized logistics of thoroughbred sale consignments.
- Oversaw records management of farm data.

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RESUMES | KATIE VANDEGRIFT (CONT.)

EDUCATION AND CERTIFICATIONS

Master of Business Administration, 2021, Midway University

Bachelor of Science, Equine Health & Rehabilitation, 2012, Midway University

Kentucky Institute for Economic Development, 2020

Leadership Lexington, 2023

PROFESSIONAL AND COMMUNITY INVOLVEMENT

President - Midway Woman's Club, 2020 – present

Treasurer - Midway Woman's Club, 2012 – 2020

Board Member - Woodford County Economic Development Authority 2017–2019

Chair & Founder - Midway Childcare Task Force, 2017–2019

Campaign Manager / Treasurer - Grayson Vandegrift for Mayor 2014 & 2018
Co-coordinator - Midway Fall Festival, 201

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RESUMES (CONT.)

FALON MOORE MCFARLAND

Phone: 859-226-1621 | E-Mail: fmcfarland@commercelexington.com

EXPERIENCE

Project Manager, Commerce Lexington Economic Development, 10/2023 – Present

- Manages the Full Stride Capital Campaign approaching $1 million in investments.
- Manage the facilitation of financial literacy classes sponsored by minority business development from planning to execution.
- Coordinates networking events such as the Opportunity Exchange
- Provides technical support to aspiring and existing small business owners.
- Assists in the marketing management of the Economic Development and Community & Minority Business Development social media platforms.
- Provides editing and production of articles for the Economic Development and Community & Minority Business department in our business publication, press releases, board reports, and newsletters.
- Creates presentations, detailing the program elements of Community & Minority business platform to aspiring and existing business owners.
- Represents Commerce Lexington at networking events and community partnership programs.
- Manages the marketing of Community & Minority Business programs including content creation for financial literacy classes via social media and advertisements; creation of marketing materials used in magazine publications, sponsorship materials, and news journals; co-coordinated, co-wrote and reviewed video content for 10th Anniversary of the Minority Business Accelerator program.
- Assist with Ribbon Cuttings and other Full Stride/Top Investor events.
- Oversees administrative support to the team.
- Assist in the maintenance of commercial real estate databases and community and minority business development website.

Administrative Project Coordinator, Commerce Lexington Economic Development, 7/2021–10/2023

- Coordinate and assist with the activities and special projects of Community & Minority Business Development, such as the Opportunity Exchange, FDIC backed Money Smart for Small Business classes, and the LFUCG Small Business Economic Recovery Grant.

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RESUMES | FALON MOORE MCFARLAND (CONT.)

- Manage new prospect projects for the Economic Development team through assisting clients and site selection consultants in obtaining information on environmental regulations, transportation, utilities, real estate options, available incentives, and funding sources, etc.
- Oversees administrative functions, assist with event preparation and coordination, and supplies for special events including Geeks Night Out, Networking Groups, Ribbon Cuttings, etc. Assist Department with editing and production of press releases, board reports, newsletters, project/client materials, etc.
- Assist in the management of social media platforms and commercial real estate databases.

Lumen Technologies (formerly CenturyLink, Incorporated) – Monroe, LA, 7/2005–11/2016 | Product Manager, Senior/Lead Analyst, Business Systems, Product Integration - Marketing

- SME Analyst for L-Qwest CRIS/ACSR billing systems for HSI Promotions and Prism Product and Promotion set up.
- Cross-functioned with IT, Billing, Process, and Segment partners daily to ensure accurate pricing, front-end rep and Online visibility, accurate scenario availability, and accurate bill formatting.
- Developed specific requirements and delivered to IT, based on the needs of the Product Segment team.
- Assumed Responsibility for L-CTL Ensemble billing system for HOA and MDU Product and Promotions.

Analyst I, Coordinator – Product Support - Marketing

- Consistently achieved high standard of billing code quality for setup in billing, tables, sales, ordering, provisioning and reporting.
- Led, guided, and instructed new hires in daily processes for accurate billing code set up, conversion related tasks such as data querying, early termination fees, quality assurance, and system integration.
- Implemented matrix for HOAs during early phases of price plan setup to assist in quality billing code setup, provisioning documentation. These matrices now serve as a reference for future HOA/MDU setup as well as reference for Customer Service account set up and training documentation.

Market Research Analyst - Marketing

- Researched industry competitors via cold calling techniques, website analysis.
- Created content for small focus groups.

B

History of Organization and Statement of Qualifications

B.1 – B.3
A list of individuals that would be actively engaged and involved in the project along with the percentage of their time that will be committed to the Lexington-Fayette County efforts related to the project.

Individual information should include: Resume(s); Job Description(s); and percentage of their time that will be committed to the project for each/all individual(s) who will be a part of the program team as proposed by the RFP response.

Describe the qualification(s) of key staff to achieve the outcomes required under the RFP.

RESUMES | FALON MOORE MCFARLAND (CONT.)

- Wrote surveys targeting consumers and potential consumers in various service markets.

EDUCATION AND CERTIFICATIONS

2020 Master of Business Administration, University of Texas at Tyler

2005 Bachelor of Science, Computer Information Systems, Grambling State University

2005 Bachelor of Science, Marketing, Grambling State University

2021 Kentucky Institute for Economic Development – Coursework Completion

PROFESSIONAL AND COMMUNITY INVOLVEMENT

2022–Present Central Kentucky Chapter of Jack and Jill of America, Inc.

2021-Present Kentucky Association for Economic Development 2021-Present
Beta Gamma Omega Chapter of Alpha

Kappa Alpha Sorority, Incorporated

2021-Present Children & Youth Ministry Leader, First Baptist Church Bracktown
2012-2015 Longview (TX) Habitat for Humanity

B

History of Organization and Statement of Qualifications

B.4
Describe why your organization is best suited for selection of the project on behalf of LFUCG.

HERE'S OUR PROOF

The Lexington-Fayette Urban County Government (LFUCG) has partnered with Commerce Lexington for many years to provide continuity and enhanced focus in the areas of business, economic development, minority business development, and workforce development. This partnership and its funding from the LFUCG have leveraged additional funding from the private sector resulting in a greater than 3 to 1 ratio. The business relationships that come with it are invaluable. We have grown from a small recruiting and marketing organization once known as Lexington United, to a very strong organization that is deeply committed to Lexington and the Bluegrass Region. Here's our proof:

COMMERCE LEXINGTON AWARDS AND RECOGNITIONS

Large Metro Economic Development Organization, *Business Facilities (2024)*
First-Rate Economic Development Agency, *Southern Business & Development (2020)*
Unity Award, Alpha Beta Lambda Chapter Education Foundation (2022)
Mac Conway Award for Excellence in Economic Development, *Site Selection Magazine (2018, 2020 & 2021)*
#1 Chamber of the Year, *Association of Chamber of Commerce Executives (2016)*
Economic Professional of the Year, Gina Greathouse, *KAED (2016)*
ACCE's Grand Award – Communications & Marketing – *"Here's our Proof" (2015)*
Marketing Campaign Marketing Slogan of the Year Winner, *fDi Intelligence (2017)*
Perfect Score, Existing Business Support, *Financial Time-Nikkei (2022 – 2023)*

LEXINGTON AWARDS

#10 Top Metro by Number of Economic Development Projects, *Site Selection Magazine (2023)*
#7 Top Metro by Number of Economic Development Project per Capita, *Site Selection Magazine (2023)*
#7 Mid-sized Metro with Best Business Climate, *Business Facilities (2023)*
Leading Metro Location for Economic Growth, *Area Development (2023)*
#8 Best Cities for Food Manufacturing, *Global Location Strategies (2023)*
#3 Friendliest City in the US, *Readers' Choice Awards (2023)*
#2 Best Run City in America, *WalletHub (2023)*
Top 100 Best Places to Live in the U.S., *Livability (2023)*
13th Most Educated City in Advanced Degrees, *U.S. Census (2023)*

STATE AWARDS

Top Five State by Number of Economic Development Projects Per Capita (Kentucky), *Site Selection Magazine (2019 - 2023)*
Top Ten State by Number of Economic Development Projects (Kentucky), *Site Selection Magazine (2019 -2020 & 2022)*
Gold Shovel Award (Kentucky), *Area Development (2022 & 2023)*
Silver Shovel Award (Kentucky), *Area Development (2019 & 2020)*

B

History of Organization and Statement of Qualifications

B.5
Provide references for completed projects similar to the project you have responded to in your proposal.

ENDORSEMENTS

"I wanted to write a brief note describing the very positive experience we had hosting one of our Destination Summits in Lexington in partnership with the Commerce Lexington team. We do these events all over the Country and it doesn't happen often where we work with a team that is as detail oriented as us! In hosting 9 site consultants and 7 economic developers, the Commerce Lexington left no stone unturned as they rolled out the red carpet for the guests. They really provided a unique experience to those on the ground and the site consultants left Lexington with a very positive updated perception of the region. They also have a very engaged group of partners and stakeholders that really helped to tell the Lexington story. The region has a lot to offer and consultants truly believe it is a region that has a high opportunity for growth!"
–Nick Riashi, Sr. Director, Consultant Connect

"I am just arriving back in Tryon, NC after a wonderful few days in your beautiful city. From my experience it's rare that a city the size of Lexington is able to retain the charm that I discovered during my visit. Thank you as our hosts for making the visit experiential, informative and entertaining. That's a winning combination."
–James Blair, Managing Director, Navigator Consulting

"Thanks again for hosting lunch yesterday. I was really impressed by that three-county collaboration on the development of that new site. I can't say I've even seen that kind of skin-in-the-game collaboration. Let me know if I can ever help you all out. If I get down that way, I'll be sure to let you know. "
–Jacon Everett, CEcD, Founder, Corsa Strategies

"Thanks so much for hosting lunch yesterday. It was very well done and informative. I hope we have the opportunity to work together in the future."
–Chad Sweeney, Sr. Principal, Ginovus

"I know I'm biased as I do own horses and love the equine industry, but I can say that this is one of the more interesting community visits I've made. We walk through a lot of community colleges and technical schools on these types of visits which is great, but you all took it up a notch by taking us to see the equine hospital. I learned a lot about your community and was glad to participate."
–Kathy Mussio, Partner, Atlas Insights *(phone conversation)*

"I enjoyed attending Commerce Lexington's consultant event at Fasig-Tipton. It was a very unique event mixing area CEOs, government officials, and visiting site selection consultants. Witnessing first-hand how Commerce Lexington works to attract new business to the area was impressive and I look forward to future collaboration."
–Allen Waugerman, President & CEO, Lexmark

B
History of Organization and Statement of Qualifications

B.5
Provide references for completed projects similar to the project you have responded to in your proposal.

ENDORSEMENTS (CONT.)

"After almost 40 years as an Economic Developer, I have never been more excited to participate with our partners in Madison, Fayette and Scott Counties to implement a true benchmark regional Business Park. From the time we (the partners) met together with SSG on our site visit and developed our "plan" on how to structure a collaborative and cooperative venture, the process is working. I have always been proud of our teamwork with Fayette County and Commerce Lexington and now truly bringing together the essence of regionalism and it "can and will work."
–Jack Conner, Executive Director, Scott County United

"When assembling the sales team for prospect visits, Commerce Lexington has the RIGHT people at the table. They keep us engaged in the process of RFPs. They know when to ask for assistance. Commerce Lexington's economic development team takes a comprehensive approach to fostering economic growth, staying attuned to trends and emerging technologies, and leveraging industry expertise to position Lexington and the surrounding region for continued success. Columbia Gas proudly supports its dedication to fostering growth and creating opportunities in Lexington and the entire region."
–Tyler Burke, Manager, Large Customer Relations & Economic Development, Columbia Gas

"CLARK, a top 10 global forklift manufacturer with its North America headquarters and manufacturing in Lexington, KY, made a commitment to the region over 40 years ago and continues to enjoy its business relationship with the community, especially in Fayette County. Commerce Lexington provided vital support early on with everything from land development contacts and local land availability to personnel seeking employment. They have always had the pulse of the county, and knew where to turn when we needed local support. Their organization's contact support and credibility have introduced CLARK to the community through various programs, most notably the annual Train the Trainer program during National Forklift Safety Day. CLARK's participation in the Regional Leadership Council has become a critical part of their long-range business planning, providing unparalleled cohesive reporting and dialogue. As a Full Stride Investor, CLARK believes in the power of a strong local Commerce and looks forward to many more years of collaboration with Commerce Lexington."
–Dennis Lawrence, President and C.E.O.

B
History of Organization and Statement of Qualifications

B.5
Provide references for completed projects similar to the project you have responded to in your proposal.

ENDORSEMENTS (CONT.)

"Commerce Lexington has been instrumental in the following areas and events: Hosting incentive forum for existing BGS businesses. Cultivating growth through incentives for potential businesses at BGS. Providing step by step growth path for KD Analytical, an existing BGS business. Invited and assisted with tours and business plans for potential business, MEOS."
–General Steve Collins, Director, Bluegrass Station, Department of Military Affairs

"I am writing this letter of recommendation on the programs and partnerships that have been created through Commerce Lexington and the Community and Minority Business Development Program. I have had the pleasure of working closely with Tyrone over a number of years. His leadership, dedication, expertise and commitment to fostering community minority business development has significantly enriched the efforts within this Community and region. While altering the landscape of business development and leveling the playing field. It has been nothing short of exceptional. His strategic insights and innovative approach have been instrumental in driving meaningful change towards business development and advancing the cause of Minority and Community Economic Development."
–Edward Holmes, AICP, President, EHI Consultants

Commerce Lexington has been a long-time supporter and partner with the University of Kentucky on many economic development programs and initiatives. While UK has been a general sponsor of many Commerce Lex programs, in recent years, that growth has focused on minority business development. There are a number of innovative programs offered by the Minority Business Development office, such as: Access Loan, Money Smart for Small Business classes, Minority Business Accelerator, Opportunity Exchange, and Black Faith Leaders Collaborative. In 2022, Commerce Lexington became one of the first supporters for the Turner-UK Construction Diversity Accelerator, a 10-week construction development program to upskill minority contractors to be more competitive in the construction industry. That support continues today. The program has graduated nearly 50 contractors who are capable of bidding on projects and winning contracts. Commerce Lexington also participates in other UK events such as: certification events, construction outreach events, veteran-owned business events, and events that support students on campus through diversity and hiring fairs.
–Marilyn Clark, Economic Inclusion Manager, University of Kentucky

B
History of Organization and Statement of Qualifications

B.5
Provide references for completed projects similar to the project you have responded to in your proposal.

ENDORSEMENTS (CONT.)

"VisitLex deeply appreciates the collaborative efforts and strategic partnership with CLX in promoting Lexington as a premier destination for business meetings and events. Our ongoing business outreach initiatives, supported by CLX, have been instrumental in attracting a diverse range of companies to host their meetings in Lexington. This partnership not only enhances our city's visibility as a top-tier meeting location but also drives economic growth and fosters a vibrant business community. Together, we continue to set new benchmarks in service excellence and create memorable experiences for all our corporate visitors."
–Mary Quinn Ramer, President, VisitLEX

"Commerce Lexington is a key partner to our economic development efforts at Kentucky Utilities. Their strength for collaboration makes it easy for our team to quickly respond to prospective and importantly existing customers. Commerce Lexington has strong relationships with many of our same stakeholders which make us more effective. They help us stay united to accomplish the same goals of seeing Lexington, the bluegrass region and the Commonwealth, grow and prosper. We at KU are proud to partner with Commerce Lexington."
–Roxann Fry, CEcD, Manager, Business & Economic Development, LG&E and KU Energy LLC

"The University of Kentucky (UK) and Commerce Lexington have been working together for many years on economic development projects and marketing the central Kentucky region. It is a strong, mutually beneficial relationship. There are many examples of the good work these entities do together. One of the biggest is a major economic development agreement between UK and the City of Lexington government to create a 200-acre industrial park. This agreement originated in a land task force meeting where Commerce Lexington brought together representatives from government, business, UK, and other landowners. Other examples include:

- Assistance on a Product Development Initiative grant applications where UK received $500,000 from the state to build laboratory space at the Coldstream Research Campus.
- Marketing UK's Coldstream Research Campus to prospective tenant and site selection consultants.
- Presentations on economic development and site development for visiting chambers of commerce looking at what Lexington has done well.
- Working together to sell the Bluegrass Region by assembling appropriate UK personnel to meet with business prospects.

B
History of Organization and Statement of Qualifications

B.5
Provide references for completed projects similar to the project you have responded to in your proposal.

ENDORSEMENTS (CONT.)

- Revitalizing the Biotech industry affinity group and having a presence at the Biotech Industry Organization's (BIO) International Convention to enhanced research and development efforts at the university.
- We are proud of the work we have done together and appreciate the willingness of the Commerce Lexington Economic Development team to work with UK on mutually beneficial projects."

–George Ward, AVP for Economic Development & Real Estate, University of Kentucky

"Commerce Lexington has been a valuable partner to Belcan for nearly two decades. They have helped us in so many ways. Some examples are, navigating the complexities of government initiatives, real estate deals, event organization, and much more. They are a true partner and a valuable asset for businesses in central Kentucky."
–Ben Marsico, VP, Resource Alignment and Program Manager, Belcan

"University of Kentucky Innovation Connect has been pleased to partner with Commerce Lexington to foster a thriving ecosystem for innovation and economic growth in our region. Our collaboration on place-based federal grant programs such as NSF Engines and EDA Tech Hubs has laid the foundation for establishing robust technology hubs that drive progress and prosperity. The joint effort to create a Kentucky-themed footprint at the BIO International Conference in 2023 and 2024 has significantly elevated our profile in the BIO industry, to aid in attracting investments and spurring growth in life sciences investments and technologies in our region. Additionally, our continued coordination in attracting and nurturing businesses to the Bluegrass Region underscores our commitment to catalyzing sustainable development. Through strategic planning, roundtable discussions, and facilitating access to research and regulatory resources, we are collectively building a dynamic life sciences industry that promises enduring benefits for our region and beyond."
–Landon Borders, Innovation Connect Executive Director, University of Kentucky | Chelsea Ex-Lubeskie, Innovation Connect Manager, University of Kentucky

"The Kentucky Career Center – Bluegrass and Commerce Lexington has had an ever-growing partnership over the last several years. Commerce Lexington's work with the Lexington Economic Partnership has become a testament to their leadership and ability to bring organizations together for the common good and create a

B
History of Organization and Statement of Qualifications

B.5
Provide references for completed projects similar to the project you have responded to in your proposal.

ENDORSEMENTS (CONT.)

positive lasting effect. The connections forged through their work on LEP has assisted workforce in the Bluegrass to create lasting connections with businesses and community partners in Fayette County. In addition, their skills and expertise regarding the Lexington-Fayette County economy have proved invaluable to planning workforce efforts for the county's citizens."

–Rolando Thacker, Business Services Manager, Bluegrass Area Dev District | Staci May, Planning and Information Manager, Bluegrass Area Development District

"The strong partnership between Bluegrass Community and Technical College (BCTC) and Commerce Lexington is invaluable as we advance workforce and economic development in Central Kentucky. Commerce Lexington's leadership in this space has greatly assisted BCTC's ability in providing high-quality, responsive workforce training across multiple industry sectors. Through Commerce Lexington's leadership and the LEP Program, BCTC has connected with many businesses and organizations to upskill their current workforce with new and emerging technologies as well as provide needed supports to assist new businesses in securing needed talent. In addition, Commerce Lexington has been a key leader in promoting work-based learning opportunities such as apprenticeships and internships for BCTC students as a mechanism for connecting talent to employers."

–Erin Tipton, Ed.D., VP of Workforce and Economic Development, Bluegrass Community and Technical College

"Kentucky American Water is proud to partner with Commerce Lexington and their team of economic development experts to drive growth and prosperity in the Central Kentucky region. Commerce Lexington fosters a thriving business environment that attracts new businesses, creates jobs and enhances the overall economic vitality of our region. Together we can build a strong foundation for a sustainable future that benefits us all."

–Kathryn Nash, President, Kentucky American Water

"Commerce Lexington has proven to be a valued partner of KY VALOR over the past few years. From inviting our team to networking opportunities with local businesses, to providing introductions to likeminded programs— we have greatly appreciated their support and ability to connect organizations together. Their knowledge of local industries has served as a helpful resource while we assist military families making Lexington their post-service home."

–Nicki Stewart, Workforce Development Manager, KY VALOR

B

History of Organization and Statement of Qualifications

B.5
Provide references for completed projects similar to the project you have responded to in your proposal.

ENDORSEMENTS (CONT.)

"Kinetic appreciates the partnership and collaboration that we have with Commerce Lexington. Community success requires leadership from government and the business community working together. Commerce Lexington provides communication and the ability for businesses to make a difference in our community. Lexington is a wonderful place to live and work and we all have the responsibility to work together to make it a world class community!"
–Stephanie Bell, VP Government Affairs, Kinetic by Windstream

"Commerce Lexington is vital to the vibrancy and economic growth of the Central Kentucky region. By combining their vast experience and leadership skills with a steadfast commitment to the advancement of the region, Commerce Lexington skillfully navigates the complexities of prospective projects. They unite key stakeholders with a careful assessment of their client's needs to craft a winning package for both their clients and the region. R. J. Corman Railroad Company is proud to partner with Commerce Lexington and support the shared goal of fostering economic growth, attracting investment and creating prosperity that sustains our local communities for years to come."
–April Colyer, Commercial Development Manager, R.J. Corman

"The Office of Employer and Apprenticeship Services, in conjunction with the Kentucky Career Center, is proud to support the efforts of Commerce Lexington. Our inclusion in this vibrant group of community leaders allows us to highlight the services we can provide at the state level in order to support businesses and organizations with resources that are often overlooked. The collaboration with the Lexington Economic Partnership team allows us to collectively work together for the singular purpose of strengthening businesses within the community and following up to ensure the actions achieve the desired results. When organizations work together to achieve a common purpose great things can happen."
–Ben Richardson, Apprenticeship Workforce Consultant, Kentucky Education and Labor Cabinet

B
History of Organization and Statement of Qualifications

B.5
Provide references for completed projects similar to the project you have responded to in your proposal.

ENDORSEMENTS (CONT.)

"Since the early 1990s Lexington United, now folded into Commerce Lexington, has been providing economic development services to Lexington-Fayette County. During those three-plus decades Commerce Lexington has contributed to the team effort of all the notable economic development achievements in Lexington. In doing so, it has developed skills and expertise that make it inextricably linked with economic development in our community."

–Steve Byars, VP and Chief Investment Officer, Moneywatch Advisors / Board Chair, Commerce Lexington

"Commerce Lexington partners with the Kentucky Cabinet for Economic Development to collaborate on marketing new and existing buildings and sites using the ZoomProspector database. The up-to-date property information that Commerce Lexington and other local economic development partners across the state provide is important and crucial information that companies need to make a decision to locate and/or expand their business in Kentucky."

- Amy Mills, Sites & Buildings Specialist, Kentucky Cabinet for Economic Development

C
Evidence of Ability to Perform the Requested Tasks

C.1 – C.3
Examples of relevant past worked products and successful project examples of documents created.

Presentation(s).

Other work products, etc.

(2.1) NEW BUSINESS DEVELOPMENT
MARKETING EXAMPLES WITH LEXINGTON ECONOMIC PARTNERSHIP BRANDING

In addition to existing business initiatives, Commerce Lexington leverages the strength and commitment of the partnership to help promote Lexington.









C

Evidence of Ability to Perform the Requested Tasks

C.1 – C.3
Examples of relevant past worked products and successful project examples of documents created.

Presentation(s).

Other work products, etc.

(2.1) NEW BUSINESS DEVELOPMENT

KENTUCKY PRODUCT DEVELOPMENT INITIATIVE

THE CORE & LEGACY BUSINESS PARK

In 2019, the Commerce Lexington Economic Development team partnered with University of Kentucky officials to help secure a product development initiative (PDI) grant created by the state and the Kentucky Association for Economic Development. This grant enabled the Coldstream Research Campus to receive a $500,000 matching grant to develop lab space in their new building.

In 2022, Commerce Lexington assisted the Lexington Fayette Urban County Government to help secure a product development initiative (PDI) grant created by the state and the Kentucky Association for Economic Development. This grant provided $2 million to complete infrastructure build-out for the 200 acre industrial park.



commerce lexington
Economic Development

330 East Main St., Lexington, KY 40507
Ph. (859) 254 4447
LocateLexington.com

September 7, 2022

Josh Bays
Partner
Site Selection Group, LLC
8235 Douglas Ave., Suite 500
Dallas, TX 75225
Via email to: KPDI@KAEDOnline.org

Dear Josh:

On behalf of Commerce Lexington Inc.'s economic development division, I am writing in support of the Lexington-Fayette Urban County Government's grant request for the Kentucky Product Development Initiative (PDI) for Legacy Business Park. Commerce Lexington recognizes the need for more shovel-ready product in Lexington and the Commonwealth. We work regularly with clients and site location consultants to find locations for all types of new businesses. Our team's greatest challenge has been and continues to be finding contiguous industrial land for business recruitment efforts.

Following Lexington's previous comprehensive plan process in 2018, a group of business leaders, City officials, representatives from the University of Kentucky and the Agricultural industry came together to find a solution to our lack of contiguous land. As a result, the City and University of Kentucky agreed to a historic solution - swapping land to form a new business park, Legacy Business Park, owned and operated by the city.

The Lexington-Fayette Urban County Government is submitting a grant application to supplement the $9.5 million awarded from the Lexington-Fayette Urban County Council's distribution of American Rescue Plan Act (ARPA) dollars to begin infrastructure buildout at Legacy Business Park. Investing in infrastructure will give Lexington a competitive opportunity to create jobs, advance economic growth and enhance the quality of life for the region.

Our economic development team urges you to strongly consider LFUCG's request for grant funding to assist in the build out of infrastructure at Legacy Business Park. If you have any questions for our team, please don't hesitate to contact me. Thank you for your consideration.

Sincerely,

Gina Greathouse
Executive Vice President, Economic Development
Commerce Lexington Inc.



C

Evidence of Ability to Perform the Requested Tasks

C.1 – C.3
Examples of relevant past worked products and successful project examples of documents created.

Presentation(s).

Other work products, etc.

(2.1) NEW BUSINESS DEVELOPMENT

CONSULTANT CONNECT

In April of 2024, Commerce Lexington and the Lexington Economic Partnership hosted a group of site selection consultants for a Destination Showcases with Consultant Connect. Site consultants experienced an eye-opening tour at Rood & Riddle Equine Hospital followed by a community update at the American Board of Family Medicine within Coldstream Research Campus. After the update, the consultants attended a reception and mock horse sale at Fasig-Tipton which was also attended by business executives, community leaders, and Bluegrass Alliance economic development officials. The next day featured quality of life experiences including a day at the races with Kinetic by Windstream and a historic walking tour of the Lexington Distillery District. The final morning featured one-on-one meetings with consultants. Guests were enthusiastic about the visit and shared positive feedback about having a deeper knowledge of Greater Lexington's economic development priorities.



C

Evidence of Ability to Perform the Requested Tasks

C.1 – C.3
Examples of relevant past worked products and successful project examples of documents created.

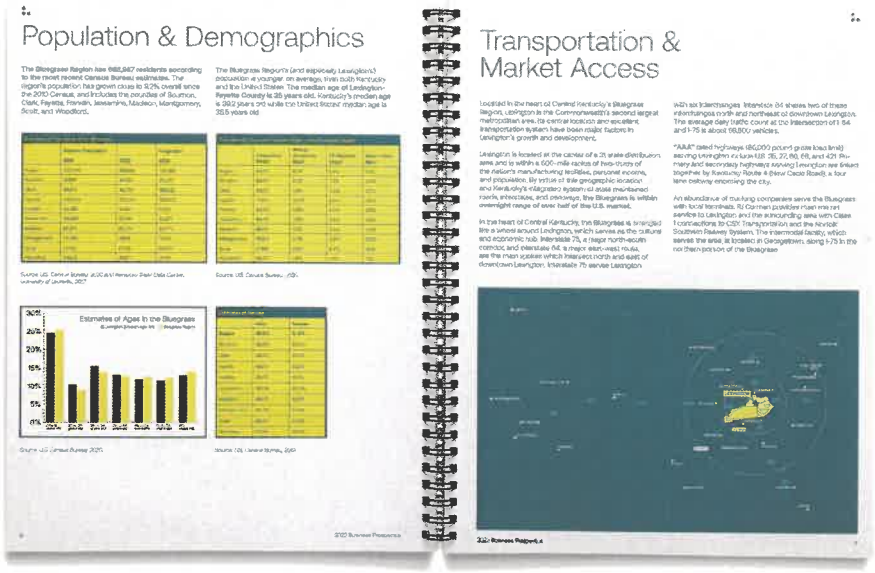
Presentation(s).

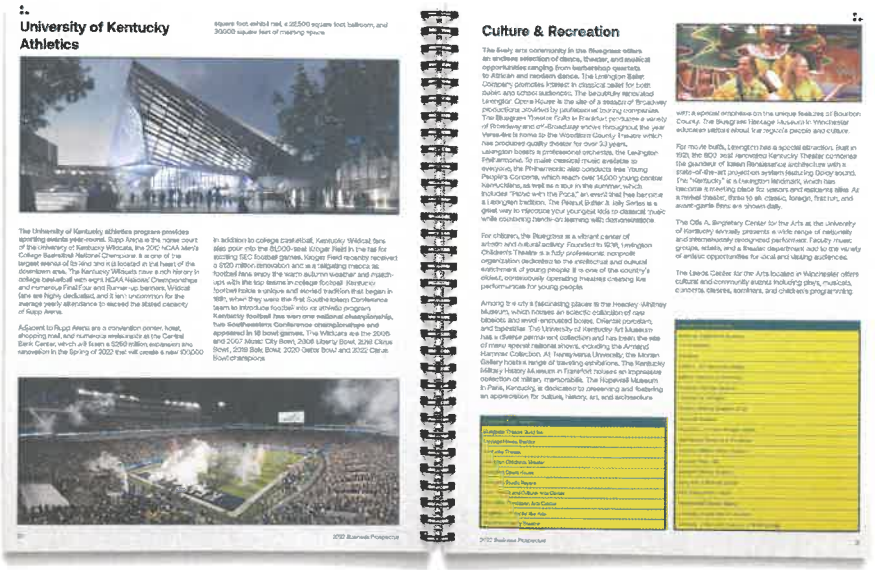
Other work products, etc.

(2.1) NEW BUSINESS DEVELOPMENT

BUSINESS PROSPECTUS

Created by Commerce Lexington's Economic Development team, Lexington's Business Prospectus is designed to provide prospective companies and existing businesses with the basic information needed to evaluate the Lexington area as a business location.





C

Evidence of Ability to Perform the Requested Tasks

C.1 – C.3
Examples of relevant past worked products and successful project examples of documents created.

Presentation(s).

Other work products, etc.

(2.1) NEW BUSINESS DEVELOPMENT
TRADE SHOWS / CONSULTANT EVENTS

Commerce Lexington actively participates in a variety of tradeshows and consultant events throughout the year to promote Lexington as an attractive location for business expansion and relocation.





Select USA	
Hotel cost (1)	$608.88
F&B	$227.47
Travel	$788.04
Registration (1)	$995.00
	$2,619.39

Chicago Site Selector Event	
United Center Rental	$12,060.00
Car Rental + Gas + UBER	$534.90
F&B	$793.74
Hotel (2)	$1,038.42
	$14,427.06

Women in ED/KY United (Chicago)	
Hotel Cost (1)	$561.18
Registration	$1,795.00
Plane Cost + UBER	$681.70
F&B	$128.65
KY United Fee	$1,200.00
	$4,366.53

International BIO	
Hotel cost (1)	$1,299.60
F&B	$238.32
Travel	$564.28
Registration (2)	$5,000.00
	$7,102.20

Economix	
Registration (2)	$3,565.50
Car Rental + UBER	$475.74
Hotel (2)	$2,174.38
F&B	$183.06
	$6,398.68

Bluegrass Alliance Out of Market Event - ATL	
Hotel cost (1)	$565.26
Event Cost	$5,086.07
Gifts	$1,123.33
Car Rental + gast	$406.90
Applied Marketing Event Planning	$5,000.00
	$12,181.56

IEDC Annual Conference & KY United Event	
Hotel cost (1)	$635.07
Registration	$975.00
Plane Travel + UBER	$711.08
F&B	$141.59
KY United Fee	$1,200.00
	$3,662.74

Annual Total	
Select USA	$2,619.39
International BIO	$7,102.20
BG Alliance Marketing Event	$12,181.56
Chicago Site Selector Event	$14,427.06
Economix	$6,398.68
IEDC Conference + KY United	$3,662.74
Women in E.D. + KY United	$4,366.53
	$50,758.16

C

Evidence of Ability to Perform the Requested Tasks

C.1 – C.3
Examples of relevant past worked products and successful project examples of documents created.

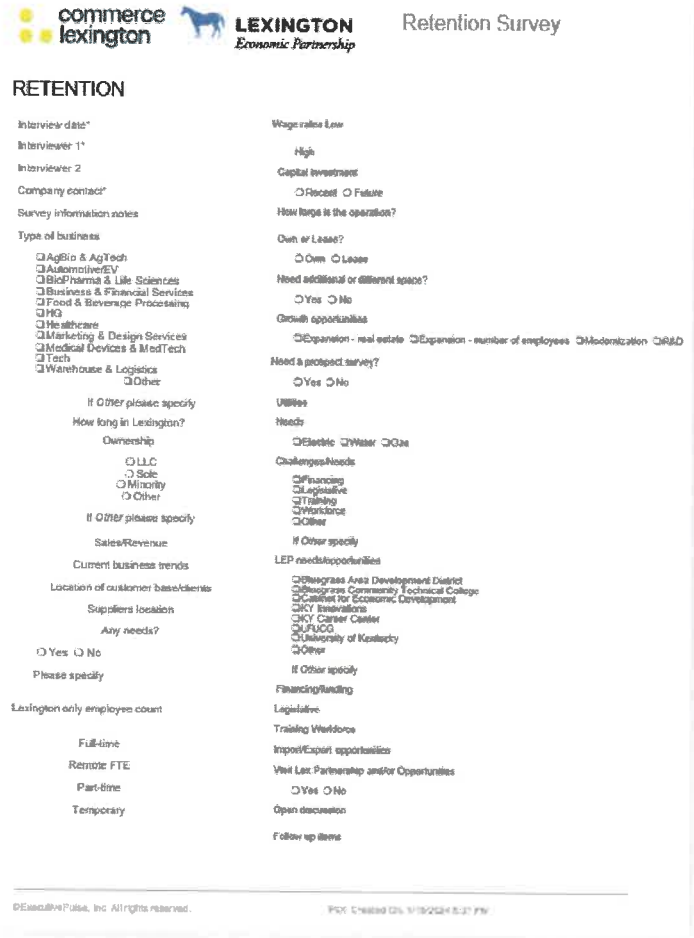
Presentation(s).

Other work products, etc.

(2.2) EXISTING BUSINESS RETENTION AND EXPANSION

EXISTING BUSINESS MEETINGS

Commerce Lexington serves as Lexington-Fayette Urban County Government's resource for economic development. Our economic development team connects the business community to the Lexington Economic Partnership. The partnership includes a representatives from Commerce Lexington, Kentucky Cabinet for Economic Development, LFUCG Office of the Chief Development Officer, University of Kentucky, Bluegrass Community & Technical College, and the Bluegrass Workforce Innovation Board.



commerce lexington LEXINGTON Economic Partnership Retention Survey

RETENTION

Interview date*
Interviewer 1*
Interviewer 2
Company contact*
Survey information notes
Type of business
❑ AgBio & AgTech
❑ Automotive/EV
❑ BioPharma & Life Sciences
❑ Business & Financial Services
❑ Food & Beverage Processing
❑ HQ
❑ Healthcare
❑ Marketing & Design Services
❑ Medical Devices & MedTech
❑ Tech
❑ Warehouse & Logistics
❑ Other
If Other please specify
How long in Lexington?
Ownership
○ LLC
○ Sole
○ Minority
○ Other
If Other please specify
Sales/Revenue
Current business trends
Location of customer base/clients
Suppliers location
Any needs?
○ Yes ○ No
Please specify
Lexington only employee count
Full-time
Remote FTE
Part-time
Temporary
Wage rates Low
High
Capital investment
○ Recent ○ Future
How large is the operation?
Own or Lease?
○ Own ○ Lease
Need additional or different space?
○ Yes ○ No
Growth opportunities
❑ Expansion - real estate ❑ Expansion - number of employees ❑ Modernization ❑ R&D
Need a prospect survey?
○ Yes ○ No
Utilities
Needs
❑ Electric ❑ Water ❑ Gas
Challenges/Needs
❑ Financing
❑ Legislative
❑ Training
❑ Workforce
❑ Other
If Other specify
LEP needs/opportunities
❑ Bluegrass Area Development District
❑ Bluegrass Community Technical College
❑ Cabinet for Economic Development
❑ KY Innovations
❑ KY Career Center
❑ LFUCG
❑ University of Kentucky
❑ Other
If Other specify
Financing/funding
Legislative
Training Workforce
Import/Export opportunities
Visit Lex Partnership and/or Opportunities
○ Yes ○ No
Open discussion
Follow up items

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C

Evidence of Ability to Perform the Requested Tasks

C.1 – C.3
Examples of relevant past worked products and successful project examples of documents created.

Presentation(s).

Other work products, etc.

(2.2) EXISTING BUSINESS RETENTION AND EXPANSION NETWORKING GROUPS

Commerce Lexington has a proven track record of being the go-to convener for Central Kentucky and Lexington's business community.



commerce lexington Economic Development

LEXINGTON

Mayor Linda Gorton's
CEO Cocktail Network Event
Run of Show

VisitLEX
Historic Courthouse
215 W. Main Street
4:30 – 6:30pm

3:00pm	Commerce Lexington team arrives to deliver gifts, bags, banners, centerpieces.
3:30pm	Bayou Bluegrass Catering arrives to set up food, beverages, and bar.
4:30pm	Guests arrive.
4:45pm	Welcome and Thank you from Lexington-Fayette Urban County Gov't and city. **Mayor Linda Gorton, LFUCG**
4:50pm	Mayor introduces Bob Quick
4:50pm	Welcome and Thank you from Commerce Lexington. **Bob Quick, Commerce Lexington**
4:55pm	Bob introduces Mary Quinn
4:55pm	Welcome and Thank you from VisitLEX. **Mary Quinn Ramer, VisitLEX**
5:00pm	Bob introduces Bourbon tasting Experience – Bayou Bluegrass Catering
5:00pm	Bourbon Tasting Experience (30 mins)
6:30pm	Event Concludes – Guests leave with a gift bag.

In partnership with Awesome Inc. and Bluegrass Area Development District, Commerce Lexington invites you to join.....

TECH EMPLOYER ROUNDTABLE DISCUSSION

Thursday, March 17
12-2pm

Come prepared to share:

- **Key positions vital for success in tech industry**
- **Job titles, Seniority levels, Skills, Experience**
- **Current Job openings**

Commerce Lexington
330 East Main Street
2nd Floor Conference Room
Lunch Provided

LEXINGTON Economic Partnership

New Years' Railsolutions

commerce lexington Economic Development

Join us to kickoff 2024 with industry experts from R.J. Corman, Norfolk Southern and CSX Transportation to learn more about railroads, rail transportation, and why your company may be interested in utilizing rail to transport goods.

Wednesday, January 17, 2024
11 a.m until 1 p.m.
Lunch Provided

Hosted by:
Big Ass Fans - 2348 Innovation Drive Lexington

Please RSVP by January 12
fmcfarland@commercelexington.com

RJ Corman Railroad Group · NS Norfolk Southern · CSX

C
Evidence of Ability to Perform the Requested Tasks

C.1 – C.3
Examples of relevant past worked products and successful project examples of documents created.

Presentation(s).

Other work products, etc.

(2.3) SMALL BUSINESS OWNER CONNECTIONS AND NETWORKING
(2.5) MINORITY OWNED BUSINESS DEVELOPMENT
(2.6) WOMEN OWNED BUSINESS DEVELOPMENT
(2.7) VETERAN OWNED BUSINESS DEVELOPMENT

OPPORTUNITY EXCHANGE

For over 20 years Commerce Lexington has hosted the Opportunity Exchange, a networking event held twice a year that promotes business opportunities for small, minority, women, and veteran owned businesses. These events have helped countless business owners with procurement representatives from some of the largest companies in the Greater Lexington Region.





C
Evidence of Ability to Perform the Requested Tasks

C.1 – C.3
Examples of relevant past worked products and successful project examples of documents created.

Presentation(s).

Other work products, etc.

(2.5) MINORITY OWNED BUSINESS DEVELOPMENT

MINORITY BUSINESS ACCELERATOR PROGRAM

The mission of Commerce Lexington's Minority Business Accelerator is to accelerate the development of sizable minority business enterprises (MBEs) that have achieved revenues between $250,000 and $6 million, and to strengthen and expand the regional minority entrepreneurial community. The initiative was created from the findings of the 2009 Joint Economic Inclusion Study commissioned by Commerce Lexington and the Lexington-Fayette Urban League. The MBA was launched in June of 2013. The participants have achieved over $50 million in contracts and procurement since the program's launch.



C
Evidence of Ability to Perform the Requested Tasks

C.1 – C.3
Examples of relevant past worked products and successful project examples of documents created.

Presentation(s).

Other work products, etc.

(2.5) MINORITY OWNED BUSINESS DEVELOPMENT
(2.6) WOMEN OWNED BUSINESS DEVELOPMENT
(2.7) VETERAN OWNED BUSINESS DEVELOPMENT

ACCESS LOAN PROGRAM

Since it's inception in 2001, the innovative Access Loan Program has facilitated over $25 million dollars in approved loans for small business start-ups and expansions. The program also has partnerships with other chambers and economic development agencies in 19 counties throughout Central Kentucky for a total of 26 participating lenders. The framework of this program was used in 2020 and 2021 when Commerce Lexington managed the city's Small Business Economic Recovery programs, distributing nearly $6.9 million to local small, minority-owned, women-owned, and veteran-owned businesses.



C
Evidence of Ability to Perform the Requested Tasks

C.1 – C.3
Examples of relevant past worked products and successful project examples of documents created.

Presentation(s).

Other work products, etc.

(2.5) MINORITY OWNED BUSINESS DEVELOPMENT
(2.6) WOMEN OWNED BUSINESS DEVELOPMENT
(2.7) VETERAN OWNED BUSINESS DEVELOPMENT

MONEY SMART

Commerce Lexington, a newly minted Federal Deposit Insurance Corporation (FDIC) Money Smart Alliance member, biannually offers the Money Smart for Small Business classes which cover financial literacy topics such as Managing Cash Flows, Organizational Types, and Financial Management. Over the past three years, these sessions have grown tremendously, with the largest class to date, averaging twenty-seven participants each week, consisting of both aspiring and existing business owners. To date, the program has had 80 participants receive certification.









C

Evidence of Ability to Perform the Requested Tasks

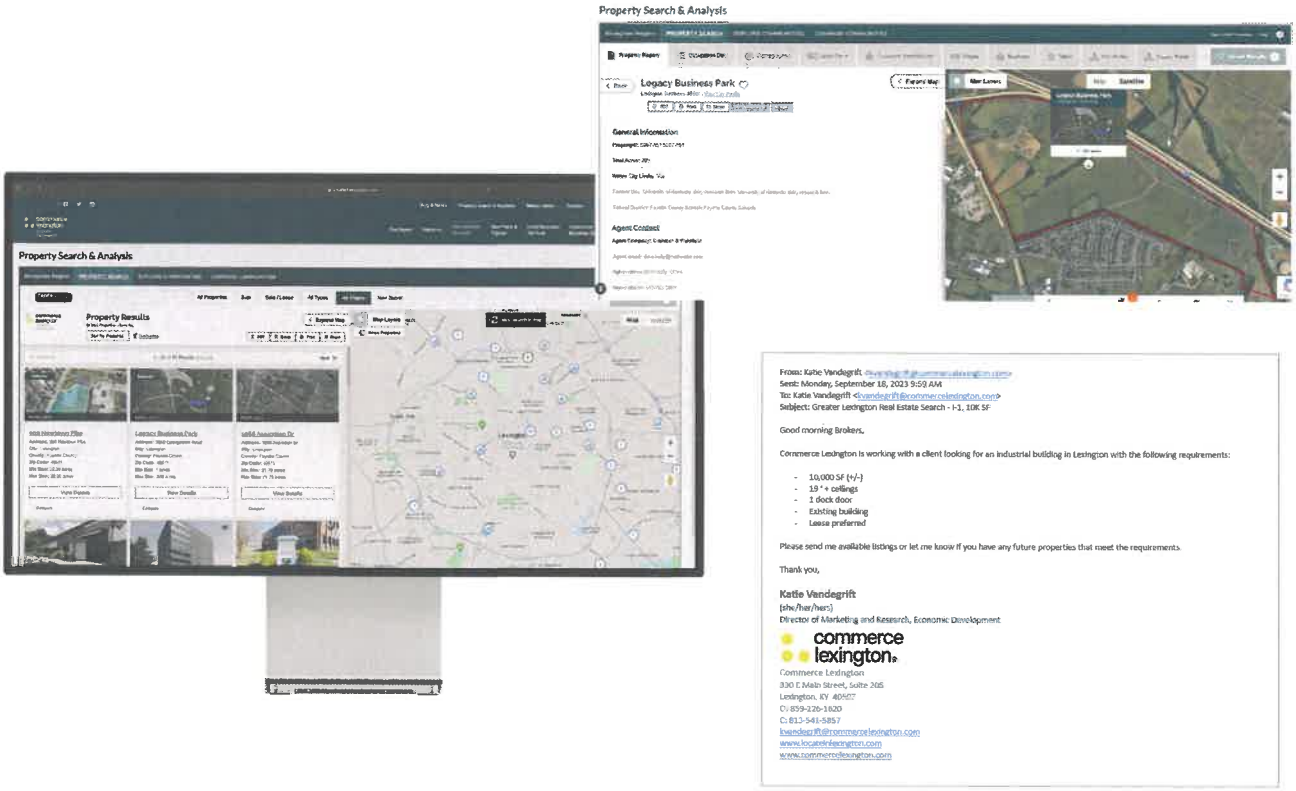
C.1 – C.3
Examples of relevant past worked products and successful project examples of documents created.

Presentation(s).

Other work products, etc.

(2.8) AVAILABLE ECONOMIC DEVELOPMENT PROPERTY REGISTER

Commerce Lexington maintains a comprehensive real estate inventory system for Lexington and the region, providing detailed site and building information for new prospect activity and existing business expansion projects. The team utilizes ZoomProspector to maintain the property database, which serves as an easy-to-use virtual resource for Commerce Lexington, the Lexington Economic Partnership, real estate brokers, and site selection consultants. Having up-to-date property information as well as access to enhanced intelligence components in one location enhances the opportunity for Lexington to be considered during the site selection process.



C
Evidence of Ability to Perform the Requested Tasks

C.1 – C.3
Examples of relevant past worked products and successful project examples of documents created.

Presentation(s).

Other work products, etc.

Jacob Isaac-Lowry, CEO, FlyWire Cameras

"The team at Commerce Lexington has been an invaluable resource for our company. Specifically, by connecting us with local organizations able to help meet our immediate business needs such as the World Trade Center - who helped us successfully kick off a new project in Montevideo, Uruguay in January. The Commerce Lex team has also been a great resource for surfacing local funding opportunities such as the Bluegrass AgTech Development Fund!"

(2.11) AG-TECH AND AGRI BUSINESS DEVELOPMENT

Commerce Lexington shares relevant information with the AgTech community, including but not limited to conferences, local, state, and federal grants, networking events, educational opportunities, and more to encourage growth within the AgTech and AgBio sectors. Commerce Lexington attended the launch of the Bluegrass AgTech Development Corp and responded to Lexington-Fayette Urban County Government Mayor's office request to share program details and grant opportunities with the existing Ag industry in Fayette County. Numerous companies responded with interest, leading Commerce Lexington to facilitate meetings with the Development Corp administration team. The meetings encouraged local ag companies to apply for the Challenge Grant. Award announcements are pending the Bluegrass AgTech Development Corp timeline.



D

Proposed Fee for Each Component/Category

INVEST IN US

For over 30 years, the business community and the Lexington-Fayette Urban County Government have worked to improve the economic vitality of Lexington-Fayette County. With the major loss of IBM jobs in the late 80's, the City's revenue was in jeopardy. Hundreds of jobs were lost, the payroll taxes were in decline. It was a turning point for Lexington. The city and the business community came together to create a plan to market the community for economic development and new job creation. The foundation for new job recreation began in earnest during those years. Together a marketing entity was formed and eventually merged with Commerce Lexington to combine resources, staff, and minds.

To meet the growing needs of Lexington, the marketing strategies evolved. We began robust community/minority business, existing business & workforce programs.

Our team has been nimble and redirected as we saw the community needs change. City funding has fluctuated. Recent decreases in funding for economic development directly impacts the ability of our team to provide services, programs and assistance that will help existing companies' workforce needs and new businesses create jobs, provide much-needed tax revenue for the city, and improve our economy going forward.

Below is our proposed investment—based upon reflection of previous budgets and the necessary funds to provide the services outlined in the RFP.

Scope of Work Proposed fees

Business Development	
2.1 New Business Development	$150,000.00
2.2 Existing Business Retention & Expansion	$100,000.00
2.3, 2.5-2.7 Minority Business Development	$81,000.00
2.8 Available Economic Development Property Register	$50,000.00
2.11 AgTech and Agribusiness Development	$30,000.00
Total Investment	**$411,000.00**

E

Working Draft Budget

E. Working Budget	
TOTAL	**$411,000.00**
2.1 New Business Development	**$150,000.00**
Trade Shows and Consultant Events	$45,000.00
Advertising and Marketing - Print and Digital	$25,000.00
Direct Business to Business Lead Generation	$20,000.00
Retainer with European Consulting Group	$30,000.00
Admin	$30,000.00
2.2 Existing Business Retention and Expansion	**$100,000.00**
Networking Events	$5,000.00
Admin	$95,000.00
2.3 Small Business Owner Connections and Networking	**$30,000.00**
Networking Events	$20,950.00
Advertising and Marketing - Print and Digital	$3,050.00
Admin	$6,000.00
2.5 Minority Business Development	**$40,000.00**
Membership & Dues, Travel	$6,800.00
Classes	$9,400.00
Advertising and Marketing - Print and Digital	$15,800.00
Admin	$8,000.00
2.6 Women Owned Business Development	**$7,000.00**
Membership & Dues	$1,500.00
Networking Event	$2,575.00
Advertising and Marketing - Print and Digital	$1,525.00
Admin	$1,400.00
2.7 Veteran Owned Business Development	**$4,000.00**
Networking Event	$1,675.00
Advertising and Marketing - Print and Digital	$1,525.00
Admin	$800.00
2.8 Available Economic Development Property Register	**$50,000.00**
Property Database	$12,000.00
Educational Memberships (C2ER / CPAL)	$5,000.00
Website Maintenance	$23,000.00
Admin	$10,000.00
2.11 Ag-Tech and Agri Business Development (New and Existing)	**$30,000.00**
Trade Shows and Consultant Events	$10,000.00
Advertising and Marketing - Print and Digital	$10,000.00
Local Events and Existing Business Outreach	$4,000.00
Admin	$6,000.00

F
Conflict of Interest Disclosure

Commerce Lexington does not have a conflict of interest.

THANK YOU

Our team is extremely passionate about Lexington and the success of our business community. We have years of economic development experience, as well as an in-depth knowledge of the people and the culture. We are smart, savvy and strategic thinkers. We are all about progress and we get things done. Lexington is our home, and it is a privilege to be a part of the growth, development and successes of this place that is so personal to us. We have deep-seeded roots here, including long-term professional relationships that we constantly cultivate and use to leverage a multitude of opportunities. We have enjoyed a long and prosperous relationship with our local government and together have achieved great things for Lexington and the Commonwealth. We look forward to continuing our relationship and moving our city forward. We appreciate the opportunity to participate in this RFP and thank you for your consideration.



Gina Greathouse
Executive Vice President, Economic Development
ggreathouse@commercelexington.com
859-226-1623

APPENDIX A

commerce lexington

Lexington Economic Partnership
Proposed Work Plan

Pending Purchase of Service Agreement Funding

Scope of Work Category	Task	Responsible	Time Frame	Description	Goal	Status
2.1	Review and refinement of new business recruitment plan and execution of plan	NG/GG	Meet with LFUCG in July 2024 to establish timeline / meeting schedule	Collaborate with Mayor's Office of Development to develop a timeline and tasks for implementation of the plan.	Plan Implementation	
2.1	Coordinate new business prospect activity and site visits for Lexington Economic Partnership.	NG	ongoing	The economic development team will work with the appropriate partners on project activity, as well as arranging site visits (visits from companies outside of Lexington to our city) for our clients. We will coordinate any assistance needed prior to the visit and provide detailed follow-up. Collaborate with ED partners when appropriate for client meetings and special events, programs and projects. Coordinate Economic Development incentive packages with KCED & LFUCG as needed.	75	
2.1	Conduct an internal monthly briefings with Mayor's Chief Development Officer (Deal Day).	CLEX team	monthly	Strategic confidential project/prospect updates from team members including: Gina, Nell, Cheryl, Katie, Falon and Tyrone. All client activity is considered confidential until the client is ready to disclose. Team members update Executive Pulse database on ongoing basis.	12	
2.1	Work with the UK Office of Technology Commercialization/New Ventures and the Small Business Development Center with clients and special projects.	GG/NG/CK	ongoing	Actively working with UK Tech Transfer with respect to Bio attraction and retention efforts. Collaborating with them to attend the International Bio Show annually highlighting the currenty Bio landscape and attracting new business opportunities.	N/A	
2.1	Engage with SITE SELECTION CONSULTANTS	NG/GG	ongoing	Through a variety of events to market Lexington and stay on the short list for projects and RFIs	125	
2.1	Social media campaign to consultants	KV	ongoing	Post on Facebook, twitter, and Linkedin - real estate, notable events, downsizings, etc....	12	
2.1	Send email campaign to consultants - send a "fast fact" about Lexington quarterly to key consultants.	NG	Quarterly	Send quarterly email. Emails contain info on new announcements, available real estate, rankings, and other newsworthy events in Lexington.	4	
2.1	Plan one marketing trip to major market with focus on meeting with consultants one-on-one or holding a reception/luncheon event.	NG	May	Use Applied Marketing to assist with making appointments. Chief Development Officer, C-Suite representative from KCED invite, Mayor when available.	1	
2.1	Evaluate and attend select trade shows	NG	ongoing	SelectUSA Investment Tradeshow, aimed at recruiting foreign direct investment to the United States, Site Selectors Guild, Medical Device and Design, Biotech Industry Organization, IEDC, and ACCE	2	
2.1	Area Development Consultants Forum & Fall Women in Economic Development Conference	NG	March and October	Sponsor and attend the Area Development Workshop Forum. Evaluate sponsorship and attend the Area Development Women's Forum. Both events provide opportunity for professional development whilst amongst 15 - 20 economic development consultants.	2	
2.1	Join Southern Economic Development Council and evaluate attendance at the Annual Conference.	GG/NG	July	The Southern Economic Development Council is North America's oldest and largest regional economic development association. The annual conference brings together 500 economic development professionals and site selection consultants for educational content and networking events.	1	
2.1	Attend Select USA	NG	June	SelectUSA Investment Tradeshow, aimed at recruiting foreign direct investment to the United States. Assists US EDOs in competing globally for investment opportunities by providing a platform for international marketing	1	
2.1	Participate in KYUnited (KAED Marketing Effort)	GG/NG	KAED is pausing marketing efforts in 2024 while the realign.	KYUnited typically offers 6 trips a year - each cost $1,200 to participate. Will attend key locations as budget is determined. They offered one event in conjunction with Area Development Workshop in Louisville in March before deciding to pause for remainder of 2024.	2	
2.1	Attend Kentucky Association for Economic Development Spring and Fall Conferences	CLEX team	April and November	KAED brings 2 - 4 site selection consultants to each conference so our team has the opportunity to network.	2	
2.1	Evaluate Membership and possibly attend the TREC Annual Conference	NG	August	Industrial Asset Management Council's fall forum will explore the emerging trends, strategies, and opportunities that will shape the future of industrial real estate.	1	
2.1	Evaluate membership and possibly attend the International Assets Management Council (IAMC) Fall Forum	NG	September	The Fall Forum will explore the emerging trends, strategies, and opportunities that will shape the future of industrial real estate, empowering your department and your company to become leaner, faster, and stronger than ever before.	1	
2.1	Place ads in the Keeneland Magazine twice a year.	KV	April and October	Spring and Fall - Targeting high-level executives.	2	
2.1	Print Advertising	KV	TBD	Place a limited variety of ads/advertorials in site selection magazines. Business Facilities Site Seekers Guide. Directory listings in the Site Selection annual guide. Support the Kentucky Guide to Economic Development. Support of the Equine industry - Banner Ad during the Land Rover 3 Day event.	2	
2.1	Update and analyze data	KV	ongoing	Ongoing and always in process. Used to promote Lexington as a great place to do business. Use Census data, studies, etc.	as needed	
2.1	Update Business Prospectus to distribute to clients	KV	June/July	Updated gradually as new data is released. Most recent comprehensive edition was done in 2023 . Complete reviews/updates happen annually (Summer).	1	
2.1	Update Bluegrass Rankings as new rankings are released	KV	ongoing	Updated as new rankings are released. Complete reviews/updates happen annually (Fall).	as needed	
2.1	Organize and compile data for responses to RFI/RFPs - inbound	KV	ongoing	RFPs are completed as they come to CLX	as needed	
2.1	Promote and update LocateinLexington.com website	KV	ongoing	LocateinLexington.com is promoted regularly through data requests responses, LinkedIn and Facebook. It is additionally promoted in all publications. The Lexington Economic Partnership will have a dedicated page as the new website is built out, with property listings and data specific to Lexington built into the page.	as needed	
2.2	Facilitate meetings of the Lexington Economic Partnership	CK	ongoing	Contact/Outreach 200+ existing businesses annually to identify potential expansions, identify leads for near-sourcing opportunities, potential conventions/meetings for Visitor industries, workforce and training needs, coordinate incentives with KCED & LFUCG, and assist company to identify best practices.	100	
2.2	Assist existing businesses with expansion, retention, and downsizing activities, coordinate community partners to address EB needs / issues (i.e. Mercer Road)	CK	As Needed	We learn about existing and anticipated projects from our existing business visits, through direct contact and/or word of mouth. We work closely with companies on their expansion needs. We also assist companies that may be in dire need or fear closing, with a goal to provide the resource and/or help prevent the closure of that business.	As Needed	

Scope of Work Category	Task	Responsible	Time-Frame	Description	Goal	Status
2.2	Visit existing businesses headquartered in other states (example: Webasto HQ in Michigan)	CK, GG	Annually	Many businesses are headquartered in other states. We visit with these headquarters to ensure they are aware of Lexington's resources that are available for their success in addition to demonstrate our gratitude for their commitment to Lexington.	1	
2.2	Initiate and organize Local Government Days	CK, GG, AJ	Bi-Annually	The goal of Local Government day is to help council members, and other LFUCG staff, better know businesses operating in Lexington and to demonstrate the role Commerce Lexington plays with those businesses.	2	
2.2	Manufacturer's Network Group	CK	Bi-Annually	Collaborate with associations and organizations to coordinate networking events that connect the manufacturing industry to share best practices, resources, and other mechanisms to support the sectors growth.	2	
2.3|2.5|2.6|2.7	Invitation to DEI events and recognition in MB Resource Guide	TT, FM	ongoing	Available to all minority-owned, women-owned, and veteran-owned business members.	ongoing	
2.3|2.5|2.6|2.7	Seek new opportunities for funding CMBD priorities	TT, FM	ongoing	Begins January 1st annually	as needed	
2.5	Participate in the Minority Business Expo Board of Directors	TT, FM	Quarterly	Board member	4	
2.5|2.6|2.7	Community Partner with FCPS	TT, FM	ongoing	Active involvement in outreach	as needed	
2.5|2.6|2.7	Community Partner with UK Economic Inclusion Team	TT, FM	ongoing	Active involvement in outreach and sponsorship for UK Turner Construction Diversity Accelerator Program and other programming	ongoing	
2.5|2.6|2.7	Money Smart Classes	TT, FM	October/November	Financial Literacy classes targeting small and minority business owners (held in the Fall)	12-15 participants	
2.5|2.6|2.7	Money Smart Classes	TT, FM	January /February	Financial Literacy classes targeting small and minority business owners (held in the Winter)	12-15 participants	
2.5	Annual Hispanic-Owned Small Business Outreach	TT, FM	Annually	Partnership with Forcht Bank to grow Hispanic business relationships	as needed	
2.5|2.6|2.7	Introduce new MBE's to LFUCG Minority Enterprise Business Liaison	TT, FM	ongoing		ongoing	
2.6	Implement session for Women-Owned Businesses	TT, FM	Annually	Host targeted women-owned small business event once per year, including local partners and collaborators.	1	
2.7	Implement session for Veteran-Owned Businesses	TT, FM	Annually	Host targeted veteran-owned small business event once per year, including local partners and collaborators.	1	
2.8	Maintain and update building and site database for industrial and office property in Lexington	KV	ongoing	Maintain Zoom Prospector Property Register on Locateinlexington.com website- Updates as new listings are received - Industrial and Office. Updates feed directly to KCED's database and LGE&KU databases.	continual awareness of available properties	
2.8	Lexington Property Tour	KV	Quarterly	Tour city to learn of new buildings on the market	4	
2.8	Active Listing Tours	KV	monthly	Meet with a commercial real estate broker each month to tour featured active listings	12	
2.8	Participate in CPAL meetings to network with real estate brokers, learn of new properties, and educate real estate community on our database/website.	KV	monthly	Attend monthly meetings	12	
2.8	Bluegrass Region Community Engagement Tours	KV	monthly	Meet with economic development partners throughout the year to learn of leads and industry trends. ED partners include: construction, utility companies, real estate professionals, and Bluegrass Alliance members.	12	
2.8	CEFM Membership / Conference	KV	Annually		1	
2.11	Meet with the Director of Agriculture Development	CLX team	July/August 2024	Schedule and conduct a meeting to discuss the current state of the agribusiness environment.	gather baseline data	
2.11	Develop Recruitment Plan	CLX team	Q2 FY2025	Coordinate with Director of Ag Development to create a plan outlining strategies to attract agtech and other agricultural businesses to Lexington-Fayette County	TBD	
2.11	Connecting Businesses with Bluegrass AgTech Development Corp	CLX team	ongoing	Assit with compiling a list of businesses that meet the criteria for Bluegrass AgTech Development Corp programming	ongoing	
2.11	Connect Businesses with Bluegrass AgTech Development Corp	CLX team	TBD	Help organize meetings between qualifying businesses and Bluegrass AgTech Development Corp representatives.	as needed	
2.11	Development of Marketing Materials	CLX team	TBD	Work with the Director of Ag Development to develop a marketing strategy / plan	TBD	
2.11	Events	CLX team	TBD	Coordinate with the Director of Ag Development to define objectives of in-person events	TBD	
2.11	Business Retention and Support Efforts	CLX team	ongoing	Include AgTech businesses in the Lexington Economic Partnership BRE program	ongoing	

Commerce Lexington will incorporate LFUCG Economic Development Partnership Services into the Event Planning and Preperation tracking document (see example below) within 30 days of new Purchase of Service Agreement.

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EXAMPLE

Event Planning and Preparation 2024

LEXINGTON *Economic Partnership*

MONTH	DATE	EVENT	PLANNING MONTH	MARKET	LOCATION	Team Member	# of Attendees	NOTES
March	TBD	Kentucky United Event (opening day of ADC)	January	Lexington	Out of Market	NG - KAED Organized		COMPLETE
April	17-19th	Consultant Connect	January	Lexington/Regional	Lexington	NG		COMPLETE
April	23-25th	KAED Spring Conference	January	Lexington	Lake Cumberland	NG - KAED Organized		COMPLETE
April	29th	Ted Abernathy Economic Development – Regional Leaders	January	Regional	BCTC - AMC - Georgetown	GQ	58	COMPLETE
	TBD	Global HQ CEO	January	Lexington	Lexington	CK, GQ, KA		3/28 - Canva w/ KA on 3/27
		Example implement Additional Items as funded by LFUCG / approved RFP						
June	5-7th	Leadership Visit	January	Lexington	Salt Lake City, UT	GQ, TT		
June	11-14th	CIER	January	Lexington	Norfolk, VA	KV		3/6: Ticket and Hotel booked. KV is good to go!
June		Website Updates	January	Lexington/Regional		KV/GQ/BB		3/13 in progress - Bi-weekly mtgs - working on site map
August	2nd	Minority Business Expo	January	Lexington	Lexington	CK, TT, FM		Monthly meetings
April	30th	Tech Network	February	Lexington	Lexington	CK		COMPLETE
April	8	Bluegrass Alliance Bi-monthly	February	Regional	Mt. Sterling	KV	8	COMPLETE
May	1st	Meet n' Greet - Cabinet for Economic Development	February	Lexington/Regional	Frankfort	CLX ED Team, TT		COMPLETE
		Example implement Additional Items as funded by LFUCG / approved RFP						
May	6th	Bluegrass Alliance Out of Market Consultant Event	February	Regional	Indianapolis, IN	NG - Trudy Applied Metro	15-20 consultants	3/13: NG chose event venue. 3/26 - Contract assigned
May	8th	Regional Leadership Council	March	Regional	TBD	AJ, GQ, KV		Details to be determined
TBD		Councilmembers Business Tour	March	Lexington	Lexington (Celebrown)	CK, AJ		5/9: KA suggested CLX table the event.
		Example implement Additional Items as funded by LFUCG / approved RFP						
August	7	Regional Leaders - ED Simulation	March	Regional	LEX Customer Experience Center	KV		3/26 Create event end of April. Save the Date necessary. Determine Venue. LEX Customer Experience?
June	23-26th	Select USA	March	Regional	Washington, DC	NG		3/13: NG has registered & been accepted. Hotel booked. Need to purchase plane ticket.
Fall	TBD	Legacy Business Park Groundbreaking	March	Lexington	Legacy Business Park	ED Team		3/27 - LFUCG monthly project meeting shared announcement date.
July	30	Manufacturing Network	March	Lexington	Lexington Legends	CK		5/9 - CK working with Caroline Scott at KAM to organize event.
		Example implement Additional Items as funded by LFUCG / approved RFP						
July	TBD	BioTech Network	March	Lexington	Lexington	CK		3/26: Considering Bio Incl Recap at event or Milton Boyer CEO present why Lexington. Goal: Determine Chair of Bio Network 5/5: CK contact MB for dates to present.
June	20	Bluegrass Alliance	April	Regional	Columbia Gas - Lexington	KV		5/6/2024 - Scheduled. Phyllis B. on radar for presentation. Regional Assets. Past, Current, Future.
July	24-27th	ADCE	May	Lexington	Denver, CO	TT		5/6/2024 - Tyrone to find flight and ticket information
June	24	Global HQ CEO	May	Lexington	Lexington	CK, GQ, KA		June 24 @ Lexington Opera House 4:30pm
August	TBD	EB and Consultant Visit	May	Lexington	Orville, OH/ Detroit, MI	CLX ED		May - CK find a Out of State Company to Visit. Coordinate information with team.
August		Bluegrass Alliance 101	June	Regional	Berea	KV		Dates pending - 8/1, 8/15, 8/22
September		The Investor Event	June	Lexington	Lexington	FM, EP, AC		

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A PURCHASE OF SERVICE AGREEMENT (PSA) WITH COMMERCE LEXINGTON, INC., PURSUANT TO RFP #35-2024, TO ASSIST WITH NEW BUSINESS DEVELOPMENT AND EXISTING BUSINESS RETENTION AND EXPANSION, AT A COST NOT TO EXCEED THE SUM OF $209,061.41.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute a Purchase of Service Agreement (PSA), which is attached hereto and incorporated herein by reference, with Commerce Lexington, Inc., pursuant to RFP #35-2024, to assist with new business development and existing business retention and expansion.

Section 2 – That an amount, not to exceed the sum of $209,061.41, be and hereby is approved for payment to Commerce Lexington, Inc., from account #1101-900101-71101, pursuant to the terms of the agreement and contingent upon approval of a pending budget amendment.

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

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0908-24:TAH:4878-7209-6995, v. 1

RESOLUTION NO. 483 - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A PURCHASE OF SERVICE AGREEMENT (PSA) WITH COMMERCE LEXINGTON, INC., PURSUANT TO RFP #35-2024, TO ASSIST WITH NEW BUSINESS DEVELOPMENT AND EXISTING BUSINESS RETENTION AND EXPANSION, AT A COST NOT TO EXCEED THE SUM OF $209,061.41.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute a Purchase of Service Agreement (PSA), which is attached hereto and incorporated herein by reference, with Commerce Lexington, Inc., pursuant to RFP #35-2024, to assist with new business development and existing business retention and expansion.

Section 2 – That an amount, not to exceed the sum of $209,061.41, be and hereby is approved for payment to Commerce Lexington, Inc., from account #1101-900101-71101, pursuant to the terms of the agreement and contingent upon approval of a pending budget amendment.

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

PASSED URBAN COUNTY COUNCIL: September 26, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0908-24:TAH:4878-7209-6995, v. 1

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT, made and entered into on the _____ day of August 2024, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the COMMONWEALTH OF KENTUCKY created pursuant to KRS Chapter 67A ("Government"), 200 East Main Street, Lexington, Kentucky 40507, on behalf of the Chief Development Officer ("CDO") and **COMMERCE LEXINGTON, INC.**, a Kentucky corporation, ("Organization") with offices located at 330 East Main Street, Lexington, with a mailing address of Post Office Box 1968, Lexington, Kentucky 40588, with an effective date of July 1, 2024.

W I T N E S S E T H

That for and in consideration of the mutual promises and covenants herein expressed, the Government and the Organization agree as follows:

1. This Agreement shall include the following additional documents, which are attached hereto as exhibits and incorporated herein by reference as if fully stated:

A. Exhibit "A" – Scope of Work

B. Exhibit "B" – Quarterly Questionnaire

C. Exhibit "C" – Annual Questionnaire

A. Exhibit "D" – RFP #35-2024

B. Exhibit "E" – Organization's Response to RFP #35-2024

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

2. For the purposes of this Agreement, "Quarterly Report" shall mean the Quarterly Questionnaire attached hereto as Exhibit B (or a similar form created and provided to Organization by the Government). "Year-End Report" shall mean the Annual Questionnaire attached hereto as Exhibit C (or a similar form created and provided to Organization by the Government).

3. Government hereby retains Organization for the period beginning on July 1, 2024, and continuing for a period of twelve (12) months from that date unless within that period: 1) Government gives the Organization thirty (30) days written notice of termination of this Agreement in which case this Agreement shall terminate thirty (30) days from the date notice is given to the Organization or 2) Organization gives the Government ninety (90) days written notice of termination of this Agreement in which case this Agreement shall terminate ninety (90) days from the date notice is given to Government. This Agreement may be renewed for up to two (2) additional terms of one (1) year each, subject to the availability of funds and satisfactory performance in the previous year as determined by the Economic Development Investment Board (EDIB). The renewal amount for each additional term shall not exceed the amount provided in the initial term and shall be subject to and contingent upon future approval by the Urban County Council.

4. Government shall pay Organization a total amount not to exceed Two Hundred and Nine Thousand and Sixty-One Dollars and 41/100 Cents ($209,061.41) ("Funds") for the performance of the services required by this Agreement, said services being more particularly described in Exhibit A attached hereto and incorporated herein by reference. Payments shall be made quarterly for expenditures the Organization actually

incurred, only after receipt of the Quarterly Report, detailed accounting statement, and quarterly invoices, accompanied by data and receipts supporting the reimbursement request to the satisfaction of Government. No quarterly payment shall exceed one-fourth (1/4th) of the Funds. The Funds are limited to the services provided herein and may not be spent by the Organization for any other purpose without the prior written consent of the Government. Absent any additional written agreement stating otherwise any travel or other expenses are included in the above payment.

a. Government shall have thirty (30) days from the date of approval of an invoice to pay the invoiced amount. Government reserves the right to refuse payment if it is determined by Government that the services performed or materials provided for the services are inadequate or defective.

b. Any funds remaining after submission of the final quarterly report, final accounting statement, and invoice shall lapse.

5. Organization agrees that the Funds provided under this Agreement shall be used only for local economic development in Fayette County and shall not be used, in whole or in part, for the Organization's regional economic development efforts. The parties understand that "local economic development" should be interpreted strictly to exclude economic development activities in, or for the benefit of, other counties. Organization shall keep the Funds in a separate account apart from any funds held for regional economic development, which may be reviewed and audited by Government as provided in paragraph 15 of this Agreement.

6. In the event of termination of this Agreement as provided for in Paragraph 3 above, Organization shall be entitled to that portion of total compensation due under this Agreement, as the service rendered bears to the total service required hereunder.

7. Organization will support the economic development agenda and efforts of the Lexington-Fayette Urban County Government/Lexington Economic Partnership and shall perform all duties and services specified in Exhibit A faithfully and satisfactorily at the time, place, and for the duration prescribed herein. Organization shall keep itself fully informed of all national and state laws and all municipal ordinances and regulations in any manner affecting the work or performance of this Agreement, and shall at all times observe and comply with such laws, ordinances and regulations, whether or not such laws, ordinances or regulations are mentioned herein and shall indemnify Government, its officers, agents and employees against any claim or liability arising from and based on Organization's violation of any such laws, ordinances or regulations. This indemnification provision shall survive the termination of this Agreement.

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

9. Organization shall indemnify, defend and hold harmless Government, its elected and appointed officials, employees, agents, volunteers, and successors in interest, from and against any and all liability, damages, and losses, including but not limited to: demands, claims, liens, suits, notices of violation from governmental agencies, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by Organization's performance of or breach of this Agreement and/or the provision of goods or services, provided that (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the Organization; and (b) not caused solely by the willful misconduct of the Government. The Parties understand and agree that the Organization's obligation to defend the Government includes the obligation to investigate, handle, respond to, resist, provide a defense for, and defend claims, at Organization's expense, using attorneys approved in writing by the Government, which approval shall not be unreasonably withheld. The Parties also understand and agree that the Organization's obligation to indemnify includes, but is not limited to: attorney fees and expenses, costs of litigation, court and administrative costs, expert witness fees and expenses, judgments, fines, penalties, interest, all environmental cleanups and remediation costs of whatever kind, and any liability arising from death, injury, or damage of any kind, to any person, including employees and agents of Organization and Government, and damage to, or destruction of, any property, including the property of Government. This provision shall in no way be

limited by any financial responsibility or insurance requirements, and shall survive the termination of this Agreement. Organization understands that Government is a political subdivision of the Commonwealth of Kentucky and acknowledges and agrees that the Government is unable to provide indemnity or otherwise save, hold harmless, or defend the Organization in any manner.

10. Organization represents that it has filed any federal, state or local income tax returns required by law in the legally prescribed time and manner. This Agreement shall not become effective unless and until copies of all of the executed originals of the aforementioned tax returns filed for the Organization's most recent or current tax year are provided by the Organization to the CDO, and the Organization shall not be compensated unless and until such requirement has occurred.

11. By no later than the tenth (10^{th}) of the month following the end of each quarter (e.g.: Thursday, October 10, 2024; Friday, January 10, 2025; Thursday, April 10, 2025; and Thursday, July 10, 2025), the Organization shall submit electronically, a detailed accounting statement, a quarterly invoice, accompanied by receipts supporting the reimbursement request, and a Quarterly Report to the CDO, on such forms as the CDO shall provide. Organization shall attend Lexington Economic Development Investment Board meetings, and any special meetings, at the call of the Chair to answer any questions regarding the Quarterly Report. No later than March 31, 2025, Organization shall provide a Year-End Report electronically to the CDO. Failure to electronically submit the reports, accounting statements, and invoices, with supporting documentation, described herein by the required dates shall result in the payment to Organization being withheld until all reports, accounting statements, invoices, and supporting documentation referenced by this Agreement are

submitted to and approved by the CDO. In addition, Organization shall be required to present a progress report as to its activities annually, or as additionally required, before the Lexington-Fayette Urban County Council's Budget, Finance & Economic Development Committee, Lexington Economic Development Investment Board, or as otherwise instructed by the Government. Failure to make the requested presentation shall require funding to be withheld until this requirement is fulfilled. Final payment is conditioned upon receipt and approval of the Year-End Report, the final Quarterly Report, final quarterly accounting statement, and final quarterly invoice with supporting documentation.

12. By March 31, 2025, Organization shall provide an updated list of Lexington corporate/company contacts, including business name and the name of each business CEO/President, and the contact information of same for no less than the 30 largest employers in Lexington/Fayette County.

13. Organization agrees to participate in quarterly meetings of the Lexington Economic Partnership members. These meetings are to update other partners on efforts related to funding from Lexington-Fayette Urban County Government.

14. At no time shall the Organization require membership in the organization from any company, organization, or individual for services paid for in whole or in part with the assistance of funding from LFUCG.

15. Books of accounts shall be kept by the Organization and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of the Organization related to this Agreement. The books of accounts, together with all bonds, notes, bills, letters and other writings belonging to the Organization, shall be maintained at the principal place of business of the Organization as set forth in this

Agreement. Government shall have free and complete access to the books, papers and affairs of the Organization relating to the LFUCG funds provided hereunder at all reasonable times, and if it desires, it may have said books and papers of the Organization audited and examined by auditors, accountants or attorneys. Any examination shall be at the expense of the Government.

16. Government may designate such persons as may be necessary to monitor and evaluate the services rendered hereunder by the Organization. The Government, its agents and employees, shall, have reasonable access to all places where or in which the services required hereunder are being carried on and conducted. Inspection and monitoring of the work by these authorities shall in no manner be presumed to relieve in any degree the responsibility or obligations of Organization, or to constitute Organization an agent of the Government.

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

18. Organization shall adopt a written sexual harassment policy, which shall, at a minimum, contain a statement of current law; a list of prohibited behaviors; a complaint

process; and a procedure which provides for a confidential investigation of all complaints. The policy shall be given to all employees and clients and shall be posted at all locations where Organization conducts business. The policy shall be submitted to the CDO for review within thirty (30) days of the execution of this Agreement.

19. The Organization agrees that all revenue and expenditures related to this agreement shall be audited at least annually by independent certified public accountants who shall express an opinion as to whether or not revenue and expenditures during the year audited have conformed to state and local law and regulation. A copy of this audit, or clean audit opinion letter from an independent certified public accountant, shall be submitted to the CDO within 10 days of completion.

20. In no event shall the parties be construed, held or become in any way for any purpose the employee of the other party, or partners, associates or joint ventures in the conduct of their respective endeavors or otherwise.

21. Organization may not assign any of its rights and duties under this Agreement without the prior written consent of LFUCG.

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

23. Organization agrees that it shall apply all funds received pursuant to this Agreement from the Urban County Government in accordance with the following investment policy guidelines:

A. Objectives-- Capital preservation with surety of income. Reasonable competitive income consistent with high investment quality and purpose of funds. All investments shall conform with state and local law and regulations and these Policies.

B. Investment Funds Management-- The governing board may elect to either:

(1) Manage its investments through its executive director where the size or complexity of funds to be managed is deemed by the board to be within the training, expertise and/or available time capacity of the executive director and the operating staff;

-or-

(2) Utilize the professional investment management facilities of a local bank trust department acting in a fiduciary capacity within the same approved investment policies and federal, state, local and trust laws and regulations. The trust department may utilize its regular short-term 100% U.S. Treasury Fund for daily funds investment. The election of option 1 or 2 should be made consistent with the relative cost incurred and in the case of option 2 the cost shall be competitive among local trust departments.

C. Investment Policies-- Safety and Prudence.

(1) Short-term liquidity funds shall be invested in "riskless" investments, i.e., deposits in Kentucky commercial banks or savings and loan associations that are fully federally insured or deposits collateralized by U.S. Treasury securities with a current market value of at least 100%, or in direct obligations of U.S. Treasury securities.

Investments shall be diversified according to maturity in order to meet projected cash flow needs.

Collateral pledged to secure uninsured deposits shall be held at a federal reserve bank with the receipt providing absolute control by the agency.

(2) Retirement funds, endowment funds, long-term capital reserve funds and any other special funds may be held and invested by a local bank trust department under investment objectives and diversification in accordance with the individual nature of the funds and pursuant to the "prudent man" investment rule as well as general trust law.

(3) All investments shall be reviewed monthly by a finance or investment committee of the agency.

(4) Local brokerage firms may hold and invest funds provided that investments are located within Kentucky and are fully insured.

D. Audit-- All investments shall be audited at least annually by independent certified public accountants who shall express an opinion as to whether or not investments during the year audited have conformed with state and local law and regulation and with the approved investment policies.

24. This instrument contains the entire agreement between the parties, and no statement, promises or inducements made 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 writing signed by the parties and endorsed hereon.

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

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

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

For Organization:
Commerce Lexington
330 East Main Street
Lexington, Kentucky 40507
Att: Bob Quick, President & Chief Executive Officer
(or as otherwise designated in writing by Organization)

For Government:
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507

Att: Kevin Atkins, Chief Development Officer

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

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: Linda Gorton
LINDA GORTON, MAYOR

ATTEST:

Abigail Allan, Clerk of the Urban County Council

COMMERCE LEXINGTON, INC.

BY:
STEPHEN BYARS, CHAIR

ATTEST:

Diana P. Wilson

WITNESS: Diana P. Wilson
DATE: 9-5-24

DIANA P. WILSON
Notary Public
Commonwealth of Kentucky
Commission Number KYNP22296
My Commission Expires Jan 25, 2025

EXHIBIT "A"

Lexington/Fayette Urban County Government
Addendum for Services
Commerce Lexington

SCOPE OF WORK – NEW BUSINESS DEVELOPMENT/JOB CREATION AND EXISTING BUSINESS RETENTION AND EXPANSION PROGRAM

Local Contribution:
Commerce Lexington (CLEX) will use these funds from Lexington-Fayette Urban County Government to perform the services as described in Exhibits D (LFUCG RFP #35-2024) and E (Commerce Lexington response to LFUCG RFP #35-2024) of this Agreement, which include, but are not limited to:

1. New Business Development/Job Creation
   - Review, refine, and execute a new business recruitment plan for Lexington-Fayette County in partnership with the Lexington Economic Partnership.
   - Coordinate with the office of the Chief Development Officer to develop a timeline and specific tasks for the implementation and execution of the plan.
   - Market Lexington under the brand of the Lexington Economic Partnership and carry out business recruitment efforts which include, but are not limited to, maintaining contact with:
     - Corporate decision makers and community/program liaisons.
     - Site selection consultants to build awareness of Lexington.
     - Local executives/management.
   - Specific program marketing tasks will include the following:
     - ☐ Marketing shall be under the brand of the Lexington Economic Partnership.
     - ☐ Develop an electronic marketing plan for recruitment outreach efforts.
     - ☐ Maintain a Lexington-Fayette County specific economic development attraction website/social media presence for the Lexington Economic Partnership.
     - ☐ Identify goals and challenges related to the Lexington economic development marketing program and provide an annual report related to those findings.
   - Report annually to the Office of the Chief Development Officer and the Lexington Economic Development Investment Board (and other committees of LFUCG as required) regarding business development and recruitment efforts over the past year.
   - Schedule monthly in-person project briefing updates for the Office of the Chief Development Officer to provide an update on all project activity for the previous month.
   - An annual report will be submitted to the Director of Workforce and Business Engagement in the Office of the Chief Development Officer by March 31 of each year detailing the business development and recruitment effort activities of each program year. The report will be shared with the Lexington Economic Development Investment Board for discussion at their board meeting as part of the organization's annual work plan performance review.

2. Existing Business Retention and Expansion Program

- Implement the Lexington Economic Partnership Business Retention and Expansion (BRE) program serving Lexington-Fayette County businesses. The BRE program will be administered under the guidance and leadership of the Director of Business Engagement in the Office of the Chief Development Officer.
- Demonstrate understanding of the unique needs of the Lexington business community through the provision of assistance to Lexington companies in the growth of their local workforce and payroll.
- Assist businesses in their efforts to grow operations, employment, and payroll within Lexington-Fayette County.
- Work with local businesses to maintain and improve their employment diversity.
- Under the guidance of the Director of Business Engagement in the Office of the Chief Development Officer, engage in the following program activities:
    - Schedule on-site or virtual Lexington company visits that shall include Lexington economic development partners as designated by the Director of Business Engagement in the Office of the Chief Development Officer. Scheduling of existing business visits with companies shall be planned ahead of time and shall occur at a time available for the Director of Businesses Engagement and/or Chief Development Officer and should include as many economic development partner organizations as possible.
    - Make connections for existing Lexington businesses to assist those businesses with growing/increasing their business footprint in Lexington-Fayette County. Effort includes, but is not limited to, connecting business owners with other local businesses that could lead to collaboration or business growth between the businesses.
    - Draft meeting summaries, identify specific action and follow-up items resulting from meetings, and coordinate and provide timely response/communication to any needs identified in existing business visit meetings, which may include the development of revised work plans and implementation plans.
    - Develop a business support network based on sector for businesses and employers within Lexington.
- Schedule monthly in-person project briefing updates for the Office of the Chief Development Officer to provide an update on all project activity for the previous month.
- Report annually to the Office of the Chief Development Officer and the Lexington Economic Development Investment Board (and other committees of LFUCG as required) regarding the following (update should be in summary form and not identify companies by name):
    - Data collected and evaluated as part of Lexington Economic Partnership Existing Business Program visits.
    - Discussions related to LFUCG policies and procedures expressed by businesses during existing business site visits.
    - Issues and perceived challenges related to company growth opportunities in Lexington.
    - Intention (company stated planned expansion or growth within the next twelve months) of new job growth in Lexington.
    - Summary of new job growth in the previous year and the sectors and average salaries of those new jobs.
- By March 31 of each year, provide the Office of the Chief Development Officer an updated list of Lexington corporate/company top executive contacts and contact information for each of the top executives of the largest 30 Lexington-Fayette County employers.
- An annual report will be submitted to the Director of Workforce and Business Engagement in the Office of the Chief Development by March 31 of each year detailing the activities of each

program year. The report will be shared with the Lexington Economic Development Investment Board for discussion at their board meeting as part of the organization's annual.

EXHIBIT "B"

Lexington/Fayette Urban County Government
Addendum for Services
Commerce Lexington

COMMERCE LEXINGTON QUARTERLY QUESTIONAIRE

List of staff actively working on the Lexington-Fayette Urban County Government:

Name Race Sex Years With Employer Years of Experience in Economic Development

Organization Board of Directors:

Number of Board Members:
Breakdown by Race (Number and Percentage)
Breakdown by Sex (Number and Percentage)
Breakdown by Ethnicity (Number and Percentage)
Average Years of Board Service for Members

NEW BUSINESS DEVELOPMENT

New Lexington Project Interest:

New Projects for Lexington during the Quarter
Project referral origination by type/entity:
- Kentucky Cabinet for Economic Development – Number
- Consultant – Number
- Direct Commerce Lexington - Number
- Other (Please List) - Number

Project referral sectors:
- Ag Bio and Ag Tech - Number
- Biopharma and Life Sciences – Number
- Business Services and Financial Services – Number
- Marketing & Design Services - Number
- Medical Devices – Number

Trade Shows and Consultant Events:

Trade Shows attended during the quarter:
Direct Lexington (not including other communities) information request resulting from the trade shows:
Direct Lexington (not including other communities) Site Visits resulting from the trade shows:

Consultant visits during quarter on behalf of Lexington specifically (not including other communities):

Consultant visits one-on-one during quarter on behalf of Lexington specifically (not including other communities):
Multiple consultant meetings during quarter on behalf of Lexington specifically (not including other communities):
Direct Lexington (not including other communities) information request resulting from the consultant visit:
Direct Lexington (not including other communities) site visits resulting from the consultant visits:
Lexington announced locations resulting from the consultant visits:

Locate in Lexington
Number of site visits to Locate in Lexington during the Quarter:

New Lexington Businesses Announced During the Quarter:

Name of Company	Employment Sector	Number of Employees	Average Wage	Total Payroll

EXISTING BUSINESS RETENTION & EXPANSION PROGRAM

Lexington specific existing business visit meetings in the quarter:
Total number:
Expressed opportunity for expansion:
Expressed interest in potential real estate need:
Expressed opportunity for expansion of workforce/employment:
Expressed possibility of new capital investment:
Expressed possibility of increased wages/salaries for employees:

Network group support meetings for Lexington companies:
Number of groups met with during the quarter:
How many companies were represented at the meetings during quarter:
How many non-Lexington companies, if any, were involved in meetings:
What sectors were the focus of support meetings during recent quarter:

Sector - Type
Sector - Type
Sector – Type

Existing business site visits to Lexington companies during the quarter:

Employment Sector	Number of Employees	Average Wage	Total Payroll	Workforce Partners Attending

EXHIBIT "C"

Lexington/Fayette Urban County Government
Addendum for Services
Commerce Lexington

COMMERCE LEXINGTON ANNUAL QUESTIONAIRE

List of staff actively working on the Lexington-Fayette Urban County Government:

Name Race Sex Years With Employer Years of Experience in Economic Development

Organization Board of Directors:

Number of Board Members:
Breakdown by Race (Number and Percentage)
Breakdown by Sex (Number and Percentage)
Breakdown by Ethnicity (Number and Percentage)
Average Years of Board Service for Members

NEW BUSINESS DEVELOPMENT

New Lexington Project Interest (Period July 1, 2024 – June 30, 2025):

New Projects for Lexington
Project referral origination by type/entity:
- Kentucky Cabinet for Economic Development – Number
- Consultant – Number
- Direct Commerce Lexington - Number
- Other (Please List) - Number

Project referral sectors:
- Ag Bio and Ag Tech - Number
- Biopharma and Life Sciences – Number
- Business Services and Financial Services – Number
- Marketing & Design Services - Number
- Medical Devices – Number

Trade Shows and Consultant Events (Period July 1, 2024 – June 30, 2025):

Trade Shows attended on behalf of Lexington specifically:
Direct Lexington (not including other communities) information request resulting from the trade shows:
Direct Lexington (not including other communities) site visits resulting from the trade shows:
Lexington announced locations resulting from the trade shows:

Consultant visits during year on behalf of Lexington specifically (Stated goal of 100-125 selection consultants annually):

Consultant visits one-on-one during the year on behalf of Lexington specifically (not including other communities):
Multiple consultant meetings during the year on behalf of Lexington specifically (not including other communities):

Direct Lexington (not including other communities) information request resulting from the consultant visit:
Direct Lexington (not including other communities) site visits resulting from the consultant visits:
Lexington announced locations resulting from the consultant visits:

Request for Proposal (RFP)/Request for Information (RFI) (July 1, 2024 – June 30, 2025)
Lexington specific (not including other communities) RFPs responded to:
Lexington specific (not including other communities) RFIs responded to:

Locate in Lexington
Number of site visits to Locate in Lexington (July 1, 2024 – June 30, 2025):

New Lexington Businesses Announced (July 1, 2024 – June 30, 2025):

Name of Company	Employment Sector	Number of Employees	Average Wage	Total Payroll	Company Investment

Barriers identified regarding potential new businesses locating to Lexington (July 1, 2024 – June 30, 2025):

EXISTING BUSINESS RETENTION & EXPANSION PROGRAM

Lexington specific existing business visit meetings (July 1, 2024 – June 30, 2025):
Total number:
Expressed opportunity for expansion:
Expressed interest in potential real estate need:
Expressed opportunity for expansion of workforce/employment:
Expressed possibility of new capital investment:
Expressed possibility of increased wages/salaries for employees:

Network group support meetings for Lexington companies (July 1, 2024 – June 30, 2025):
Number of groups met with during the year:

How many companies were represented at the meetings during the year:
How many non-Lexington companies, if any, were involved in meetings during the year:
What sectors were the focus of support meetings during the year:

Sector - Type
Sector - Type
Sector – Type

Existing business site visits to Lexington companies during the year (July 1, 2024 – June 30, 2025):

Employment Sector	Number of Employees	Average Wage	Total Payroll	Workforce Partners Attending

Major data/items collected during existing business company visits (July 1, 2024 – June 30, 2025):

Items related to LFUCG policies and procedures:

Issues related to company growth opportunities and challenges in Lexington:

Barriers identified regarding potential existing business growth or expansion in Lexington (July 1, 2024 – June 30, 2025):

EXHIBIT "D"

Lexington/Fayette Urban County Government
Addendum for Services
Commerce Lexington

RFP #35-2024

Lexington-Fayette
Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #35-2024 Economic Development Partnership Services** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received through Ion Wave until **2:00 PM**, prevailing local time, on **May 31, 2024.** All forms and information requested in RFP must be included and attached in Response Attachments tab in Ion Wave.

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

Proposals, once submitted, may not be withdrawn for a period of ninety (90) calendar days.

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

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

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

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

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

Laws and Regulations

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

Equal Employment Opportunity

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

Kentucky Equal Employment Opportunity Act

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

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin;

(2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin;

(3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provision of the nondiscrimination clauses required by this section; and

(4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses."

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

(1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetables.

(2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to

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

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

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

LFUCG Non-Appropriation Clause

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

In the event that public funds are unavailable and not appropriated for the performance of the LFUCG's obligations under this contract, then this contract shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the LFUCG shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

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

Contention Process

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

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

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

AMERICAN RESCUE PLAN ACT

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

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

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

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

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

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

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

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

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

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

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

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

(2) *Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____ _____

Signature Date

SELECTION CRITERIA:

Selection Criteria.

1. Quality of entity and key personnel, including evidence of past success in providing similar services, knowledge of and understanding of Lexington-Fayette County – 25%.
2. Approach to fulfill the requested scope of work – 25%.
3. Innovative and/or creative approach to providing the services in ways that provide additional efficiencies or increase performance capabilities – 25%.
4. Amount of private or non-LFUCG funds the respondent will contribute to the project – 15%.
5. Qualifications of the respondent organization and team– 10%.

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

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

Affirmative Action Plan

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

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

Failure to submit these items as required may result in disqualification of the submitter from award of the contract.

AFFIDAVIT

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

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

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

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

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

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

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

Continued on next page

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

Further, Affiant sayeth naught.

_____

STATE OF _____

COUNTY OF _____

The foregoing instrument was subscribed, sworn to and acknowledged before me by _____ on this the _____ day of _____, 20__.

My Commission expires: _____

_____
NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.

- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.

- Section 503 of the Rehabilitation Act of 1973 states:

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

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.

- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

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

****

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

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

Bidders

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

_____ _____

Signature *Name of Business*

WORKFORCE ANALYSIS FORM

Name of Organization: _____

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

Prepared by: _____ **Date:** _____/_____/_____

(Name and Title)

Revised 2015-Dec-15

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

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

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

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

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

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

Firm Submitting Proposal: _____

Complete Address: _____
Street City Zip

Contact Name: _____ Title: _____

Telephone Number: _____ Fax Number: _____

Email address: _____

Lexington-Fayette Urban County Government
MWDBE PARTICIPATION GOALS

A. GENERAL

1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE), Disadvantaged (DBE) Business Enterprises and Veteran-Owned Small Businesses (VOSB) as subcontractors or suppliers in their bids.

2) Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned, Woman-Owned and Disadvantaged Businesses on this contract.

3) **It is therefore a request of each Bidder to include in its bid, the same goal (10%) for MWDBE participation and other requirements as outlined in this section.**

4) The LFUCG has also established a 3% of total procurement costs as a Goal for participation for of Veteran-Owned Businesses.

5) **It is therefore a request of each Bidder to include in its bid, the same goal (3%) for Veteran-Owned participation and other requirements as outlined in this section.**

B. PROCEDURES

1) The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned, Woman-Owned or Veteran-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)

2) Replacement of a Minority-Owned, Woman-Owned or Veteran-Owned subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE Substitution Form)

3) For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:

    a) The Lexington-Fayette Urban County Government, Division of Procurement (859-258-3320)

4) The LFUCG will make every effort to notify interested MWDBE and Veteran-Owned subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

C. DEFINITIONS

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

2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by one or more women.

3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by a person(s) that are economically and socially disadvantaged.

4) A Veteran-Owned Small Business (VOSB) is defined as a business which is certified as being at least 51% owned, managed and controlled by a veteran and/or a service disabled veteran.

5) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

1) **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MWDBE and Veteran-Owned subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids written documentation of their Good Faith Efforts to do so.**

2) Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.

3) The Form of Proposal includes a section entitled "MWDBE Participation Form". The applicable information must be completed and submitted as outlined below.

4) **Failure to submit this information as requested may be cause for rejection of bid or delay in contract award.**

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form." The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.

2) Bidders not reaching the Goal must submit the "MWDBE Participation Form", the "Quote Summary Form" and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE and/or Veteran participation, bidder shall enter "None" on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:

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

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

c. Attended LFUCG Procurement Economic Inclusion Outreach event

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

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

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

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

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

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

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

k. Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

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

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

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

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

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

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

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

MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

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

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

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

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

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

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

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

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

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

Business	Contact	Email Address	Phone
LFUCG	Sherita Miller	smiller@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	ttyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Divers Council	Derrick Dowell	ddowell@tsmsdc.net	502-365-9762
Small Business Development Cou	Tonya Parsons UK SBDC	tonya.parsons@uky.edu	859-257-7666
Community Ventures Corporation	Devanny King	devanny.king@cvky.org	859-231-0054
KY Transportation Cabinet (KYT	Tony Youssefi	tyouseffi@ky.gov	502-564-3601
KYTC Pre-Qualification	Shella Eagle	Shella.Eagle@ky.gov	502-782-4815
Ohio River Valley Women's Business Council (WBENC)	Lynnise Smith	lsmith@wbec-orv.org	513-487-6537
Kentucky MWBE Certification Pr	Singer.Buchanan, Kentucky Finance and Administration Cabine	Singer.Buchanan@ky.gov	502-564-2874
National Women Business Owner Council (NWBOC)	www.nwboc.org	info@nwboc.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971

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

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

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

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

_____ _____
Company **Company Representative**

_____ _____
Date **Title**

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

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

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

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

_____ _____

Company **Company Representative**

_____ _____

Date **Title**

MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference #_____

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

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

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

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

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

_____ **Company**

_____ **Company Representative**

_____ **Date**

_____ **Title**

LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

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

Bid/RFP/Quote #_____

Total Contract Amount Awarded to Prime Contractor for this Project_____

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

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

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

_____ _____

Company **Company Representative**

_____ _____

Date **Title**

LFUCG STATEMENT OF GOOD FAITH EFFORTS
Bid/RFP/Quote #_____

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

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

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

_____ Attended LFUCG Procurement Economic Inclusion Outreach event

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Company	**Company Representative**
Date	**Title**

GENERAL PROVISIONS

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

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

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.

3. Addenda: All addenda and IonWave Q&A, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.

4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.

5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.

6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".

7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.

8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.

9. Additional Information: While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,

10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.

11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.

12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

(1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties

(2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.

(3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
   (a) Failure to perform the contract according to its terms, conditions and specifications;
   (b) Failure to make delivery within the time specified or according

to a delivery schedule fixed by the contract;

(c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;

(d) Failure to diligently advance the work under a contract for construction services;

(e) The filing of a bankruptcy petition by or against the contractor; or

(f) Actions that endanger the health, safely or welfare of the LFUCG or its citizens.

B. At Will Termination

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

13. Assignment of Contract: The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.

14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.

15. Authority to do Business: The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must

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

16. Governing Law: This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

17. Ability to Meet Obligations: Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.

18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.

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

20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.

_____ _____

Signature Date

RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION

INDEMNIFICATION AND HOLD HARMLESS PROVISION

(1) It is understood and agreed by the parties that Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.

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

(3) In the event LFUCG is alleged to be liable based upon the above, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.

(4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.

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

(6) Notwithstanding, the foregoing with respect to any professional services performed by CONTRACTOR hereunder (and to the fullest extent permitted by law), CONTRACTOR shall indemnify, save, hold harmless and defend LFUCG from and against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of CONTRACTOR in the performance of this agreement.

FINANCIAL RESPONSIBILITY

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

INSURANCE REQUIREMENTS

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

Required Insurance Coverage

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

Coverage	**Limits**
General Liability (Insurance Services Office Form CG 00 01)	$1 million per occurrence, $2 million aggregate or $2 million combined single limit
Auto Liability	$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	$100K
Professional (E&O) Liability	$1 million per claim

The policies above shall contain the following conditions:

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

b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.

c. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.

d. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

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

Deductibles and Self-Insured Programs

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

Safety and Loss Control

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

Verification of Coverage

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

Right to Review, Audit and Inspect

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

DEFAULT

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

00548704

LEXINGTON
Economic Partnership

REQUEST FOR PROPOSAL (RFP)

Economic Development Partnership Services

Lexington-Fayette Urban County Government (LFUCG) seeks proposals from all interested, qualified organizations to provide services for the implementation of LFUCG's economic development strategy. The services included in this RFP are intended solely and specifically for Lexington-Fayette County economic development efforts. The term of the agreement shall be for one-year and will commence no sooner than July 1, 2024, assuming funds are budgeted. The award may have an option to renew for two additional one-year terms subject to the availability of funds and satisfactory performance in the previous year as determined by the Economic Development Investment Board (EDIB). Funding years are July 1 to June 30 of each award year.

Upon execution of a Purchase Service Agreement (PSA) approved by the Lexington-Fayette Urban County Council, funds to the successful applicant shall be dispersed on a quarterly reimbursement basis at no more than 25 percent of the award per quarter. By the 10th the month following the end of each quarter, the grantee must submit invoices, adequate supporting documentation, and a detailed accounting statement documenting how LFUCG funds were expended each quarter. Payments will be provided to grantee upon receipt and approval of the above-mentioned documents.

Qualified respondents shall have the ability to work with prospective new companies and coordinate with existing Lexington businesses and organizations to fulfill their agreement with LFUCG as part of the Lexington Economic Partnership.

Qualified respondents will also demonstrate the ability to work closely with Lexington's Mayor, Urban County Council and Office of the Chief Development Officer, WORK-Lexington, Lexington-Fayette County Industrial Authority, Lexington Economic Development Investment Board, and other LFUCG economic development partners to successfully implement the economic development strategy of the Urban County Government for Lexington-Fayette County economic development efforts. Selected respondents will be required to

provide, at a minimum, quarterly updates to the Office of the Chief Development Officer staff and Lexington Economic Development Investment Board based on the criteria established in the Request for Proposal (RFP), a Purchase of Services Agreement (PSA), and a detailed work plan for the year. Selected respondents will also provide the Lexington Economic Development Investment Board with a year-end summary report that demonstrates the success of program efforts and identifies opportunities for future improvements. The updates and year-end summary documents will be reviewed during a meeting of the Lexington Economic Development Investment Board. The year-end summary review, which will serve as a performance review, will be completed prior to any extension of an additional year of services.

An economic development study completed in 2023 identified the following industry sectors as targets for development in Lexington-Fayette County:

1. Biopharma and Life Sciences
2. AgTech (agricultural technology) and AgBio (agricultural biology)
3. Business Services and Financial Services
4. Medical Devices
5. Marketing and Design Services

While applications that integrate these targeted sectors are welcome, Lexington-Fayette County values all economic development opportunities that provide employment and business growth for the residents of Lexington-Fayette County. Proposals targeting any industry sectors may be accepted.

The Chief Development Officer, Director of Business Engagement, Director of Agriculture Development, and the Office of Economic Development anticipates more requests than it can support, compelling the selection committee to make judgements based on relative need and potential revenue impact on our community. Funding amounts will vary based on application and scope of the program, meaning that a request may not be funded at the full level requested. This funding is intended to support economic development efforts that meet the eligibility criteria established within the RFP.

1.0 General Information

The Lexington-Fayette Urban County Government has issued this Request for Proposal (RFP). All contact regarding this RFP should be directed to:

https://lexingtonky.ionwave.net

2.0 SCOPE OF WORK

Services provided by the successful proposer, under the direction of the Office of the Chief Development Officer and on behalf of LFUCG, will be performed and marketed under the common brand of the Lexington

Economic Partnership and be specifically for Lexington-Fayette County economic development efforts. Services will include, but are not necessarily limited to the following service categories:

(2.1) New Business Development;
(2.2) Existing Business Retention and Expansion;
(2.3) Small Business Owner Connections and Networking;
(2.4) Entrepreneurial Development/Start-Up Assistance;
(2.5) Minority Owned Business Development;
(2.6) Women Owned Business Development;
(2.7) Veteran Owned Business Development;
(2.8) Available Economic Development Property Register;
(2.9) WORK-Lexington;
(2.10) Talent and Workforce Development, and
(2.11) Ag-Tech and Agri Business Development.

Respondents may reply to all categories, individual categories, or multiple categories. Respondents may provide responses that provide services to the entirety of Lexington-Fayette County or may identify a specific pre-established geographic area within Lexington-Fayette County for service as long as the service efforts ultimately can be shown to benefit all of Lexington-Fayette County.

2.1 NEW BUSINESS DEVELOPMENT/JOB CREATION

A. Review, refine, and execute a new business recruitment plan for Lexington-Fayette County in partnership with the Lexington Economic Partnership.
B. Coordinate with the office of the Chief Development Officer to develop a timeline and specific tasks for the implementation and execution of the plan.
C. Market Lexington under the brand of the Lexington Economic Partnership and carry out business recruitment efforts which include, but are not limited to, maintaining contact with:
    1. Corporate decision makers and community/program liaisons.
    2. Site selection consultants to build awareness of Lexington.
    3. Local executives/management.
D. Specific program marketing tasks will include the following:
    1. Marketing shall be under the brand of the Lexington Economic Partnership.
    2. Develop an electronic marketing plan for recruitment outreach efforts.
    3. Maintain a Lexington-Fayette County specific economic development attraction website/social media presence for the Lexington Economic Partnership.

4. Identify goals and challenges related to the Lexington economic development marketing program and provide an annual report related to those findings.

E. Report annually to the Office of the Chief Development Officer and the Lexington Economic Development Investment Board (and other committees of LFUCG as required) regarding business development and recruitment efforts over the past year.

F. Schedule monthly in-person project briefing updates for the Office of the Chief Development Officer to provide an update on all project activity for the previous month.

G. An annual report will be submitted to the Director of Business Engagement in the Office of the Chief Development Officer by March 31 of each year detailing the business development and recruitment effort activities of each program year. The report will be shared with the Lexington Economic Development Investment Board for discussion at their board meeting as part of the organization's annual work plan performance review.

2.2 EXISTING BUSINESS RETENTION AND EXPANSION PROGRAM

A. Implement the Lexington Economic Partnership Business Retention and Expansion (BRE) program serving Lexington-Fayette County businesses. The BRE program will be administered under the guidance and leadership of the Director of Business Engagement in the Office of the Chief Development Officer.

B. Demonstrate understanding of the unique needs of the Lexington business community through the provision of assistance to Lexington companies in the growth of their local workforce and payroll.

C. Assist businesses in their efforts to grow operations, employment, and payroll within Lexington-Fayette County.

D. Work with local businesses to maintain and improve their employment diversity.

E. Under the guidance of the Director of Business Engagement in the Office of the Chief Development Officer, engage in the following program activities:

1. Schedule on-site or virtual Lexington company visits that shall include Lexington economic development partners as designated by the Director of Business Engagement in the Office of the Chief Development Officer. Scheduling of existing business visits with companies shall be planned ahead of time and shall occur at a time available for the Director of Businesses Engagement and/or Chief Development Officer and should include as many economic development partner organizations as possible.
2. Make connections for existing Lexington businesses to assist those businesses with growing/increasing their business footprint in Lexington-Fayette County. Effort includes, but is not limited to,

connecting business owners with other local businesses that could lead to collaboration or business growth between the businesses.

3. Draft meeting summaries, identify specific action and follow-up items resulting from meetings, and coordinate and provide timely response/communication to any needs identified in existing business visit meetings, which may include the development of revised work plans and implementation plans.
4. Develop a business support network based on sector for businesses and employers within Lexington.

F. Schedule monthly in-person project briefing updates for the Office of the Chief Development Officer to provide an update on all project activity for the previous month.

G. Report annually to the Office of the Chief Development Officer and the Lexington Economic Development Investment Board (and other committees of LFUCG as required) regarding the following (update should be in summary form and not identify companies by name):
   1. Data collected and evaluated as part of Lexington Economic Partnership Existing Business Program visits.
   2. Discussions related to LFUCG policies and procedures expressed by businesses during existing business site visits.
   3. Issues and perceived challenges related to company growth opportunities in Lexington.
   4. Intention (company stated planned expansion or growth within the next twelve months) of new job growth in Lexington.
   5. Summary of new job growth in the previous year and the sectors and average salaries of those new jobs.

H. By March 31 of each year, provide the Office of the Chief Development Officer an updated list of Lexington corporate/company top executive contacts and contact information for each of the top executives of the largest 30 Lexington-Fayette County employers.

I. An annual report will be submitted to the Director of Business Engagement in the Office of the Chief Development by March 31 of each year detailing the activities of each program year. The report will be shared with the Lexington Economic Development Investment Board for discussion at their board meeting as part of the organization's annual.

2.3 SMALL BUSINESS OWNER CONNECTIONS AND NETWORKING

A. Assist Lexington-Fayette County small business owners with opportunities for collaboration and networking no less than twice per year with additional frequency to be determined by the small business owners.

B. Collaboration and networking efforts are meant to connect Lexington-Fayette County small business owners for the opportunity to provide strong collaboration and relationships while building the Lexington small business community and assist in the growth of those small businesses.

C. An annual report will be submitted to the Chief Development Officer and Director of Business Engagement by March 31 of each year detailing the activities of each program year. The report will be shared with the Lexington Economic Development Investment Board for discussion at their board meeting as part of the organization's annual work plan performance review.

2.4 ENTREPRENEURIAL DEVELOPMENT/START UP ASSISTANCE

A. Assist Lexington-Fayette County entrepreneurs and business owners with identification of financing options and possible sources for investment capital.
B. Connect entrepreneurs with Small Business Administration (SBA) contacts and other similar resources that could provide assistance. Emphasis should be placed on businesses with annual revenues of $500,000 per year or less.
C. Assist entrepreneurs with educational assistance training programs related to starting, running, and operating a business.
D. Assist Lexington leaders and the business community by identifying ways to reduce barriers to entrepreneurship.
E. Host events and other programs to provide connections to other businesses in the community that may provide opportunity for growth in their operations.
F. An annual report will be submitted to the Director of Business Engagement in the Office of the Chief Development Officer, Director of Business Engagement by March 31 of each year detailing the activities of each program year. The report will be shared with the Lexington Economic Development Investment Board for discussion at their board meeting as part of the organization's annual work plan performance review.

2.5 MINORITY OWNED BUSINESS DEVELOPMENT

A. Assist Lexington-Fayette County minority entrepreneurs and business owners with identification of financing options and possible sources for investment capital.
B. Host events and other programs to provide connections to other businesses in the community that may provide opportunity for growth in their operations.
C. Assist with educational assistance/programs related to starting and operating a minority owned business.
D. Assist Lexington leaders and the business community by identifying ways to reduce barriers to minority business ownership.
E. Introduce new minority owned businesses to the LFUCG Minority Business Enterprise Liaison to potentially add to LFUCG procurement registry.

F. An annual report will be submitted to the Director of Business Engagement in the Office of the Chief Development Officer by March 31 of each year detailing the activities of each program year. The report will be shared with the Lexington Economic Development Investment Board for discussion at their board meeting as part of the organization's annual work plan performance review.

2.6 WOMEN OWNED BUSINESS DEVELOPMENT

A. Assist Lexington-Fayette County women entrepreneurs and business owners with identification of financing options and possible sources for investment capital.
B. Host events and other programs to provide connections to other businesses in the community that may provide opportunity for growth in their operations.
C. Assist with educational assistance/programs related to starting and operating a women owned business.
D. Assist Lexington leaders and the business community by identifying ways to reduce barriers to women business ownership.
E. Introduce new women owned businesses to the LFUCG Minority Business Enterprise Liaison to potentially add to LFUCG procurement registry.
F. An annual report will be submitted to the Chief Development Officer and Director of Business Engagement by March 31 of each year detailing the activities of each program year. The report will be shared with the Lexington Economic Development Investment Board for discussion at their board meeting as part of the organization's annual work plan performance review.

2.7 VETERAN OWNED BUSINESS DEVELOPMENT

G. Assist Lexington-Fayette County veteran entrepreneurs and business owners with identification of financing options and possible sources for investment capital.
H. Host events and other programs to provide connections to other businesses in the community that may provide opportunity for growth in their operations.
I. Assist with educational assistance/programs related to starting and operating a veteran owned business.
J. Assist Lexington leaders and the business community by identifying ways to reduce barriers to veteran owned business ownership.
K. Introduce new veteran owned businesses to the LFUCG Minority Business Enterprise Liaison to potentially add to LFUCG procurement registry.
L. An annual report will be submitted to the Chief Development Officer and Director of Business Engagement by March 31 of each year detailing the

activities of each program year. The report will be shared with the Lexington Economic Development Investment Board for discussion at their board meeting as part of the organization's annual work plan performance review.

2.8 AVAILABLE ECONOMIC DEVELOPMENT PROPERTY REGISTER

A. Maintain a good working relationship with all commercial real estate brokers to provide a continual awareness of available properties in Lexington-Fayette County for expansion of existing businesses and potential new businesses.
B. Maintain a database electronically accessible to the LFUCG Office of the Chief Development Officer and staff in the Office of the Chief Development Officer of available sites and buildings to be utilized to assist prospective new companies or current companies looking to grow their operations in Lexington.
C. Provide updates to the LFUCG Office of the Chief Development Officer when significant changes or additions have been made to the database of available sites and buildings.

2.9 WORK-LEXINGTON

A. Assist the Director of Business Engagement in the Office of the Chief Development Officer in the coordination and work to enhance and connect individuals with the WORK-Lexington program (www.lexingtonky.gov/lexwork) office(s), including on-site program coordination and support for the office(s).
B. Coordinate with existing WORK-Lexington grant partners to provide access to workforce programming in various locations for residents of Lexington-Fayette County.
C. Work with local employers to help connect WORK-Lexington grant partners to potential jobs placement opportunities.
D. Work with WORK-Lexington grant partners to promote workforce events related to both workforce training and placement.
E. Develop and implement a marketing plan, including social media and other outreach methods, to promote the WORK-Lexington program and location(s) to residents of Lexington-Fayette County.
F. An annual report will be submitted to the Director of Business Engagement in the Office of the Chief Development Officer by March 31 of each year detailing the activities of each program year. The report will be shared with the Lexington Economic Development Investment Board for discussion at their board meeting as part of the organization's annual work plan performance review.

2.10 TALENT AND WORKFORCE DEVELOPMENT

A. Work with college and university leadership in Lexington to assist in the development of workforce and growing the Lexington economy.
B. Partner with Lexington-Fayette County higher education leaders and employers to connect upper-level students to employment opportunities and internships with corporations and companies for college graduate level, senior year, and junior year students within their identified program/major/area of interest. The goal is to provide potential employment opportunities following the completion of their academic work. An annual report of placements into internships will be submitted to the Chief Development Officer and Director of Business Engagement by March 31st of each year detailing the progress of that current year.
C. Partner with local employers and Fayette County Public Schools to connect Lexington-Fayette County high school students that are planning for employment upon completion of high school to jobs or internships within their identified area of interest or studies. An annual report of placements into internships will be submitted to the Chief Development Officer and Director of Business Engagement by March 31st of each year detailing the progress of that current year.
D. An annual report will be submitted to the Director of Business Engagement in the Office of the Chief Development Officer by March 31 of each year detailing the activities of each program year. The report will be shared with the Lexington Economic Development Investment Board for discussion at their board meeting as part of the organization's annual work plan performance review.

2.11 AGTECH AND AGRIBUSINESS DEVELOPMENT

A. Coordinate with the Director of Agriculture Development in the Office of the Chief Development Officer to assess the existing Lexington-Fayette County agribusiness environment and develop a business recruitment plan for agtech and other agricultural businesses.
B. Coordinate and lead execution of the Lexington-Fayette County agriculture development business recruitment plan, including identifying specific tasks for implementation.
C. Work with the Director of Agriculture Development to connect qualifying businesses with programming of the Bluegrass AgTech Development Corp, including raising awareness of available grant funding and other resources.
D. Host and assist with coordinating an in-person event(s) for Lexington-based recipients of Bluegrass AgTech Development Corp funding. The goals of this event are to facilitate connections among fellow business leaders, to introduce local development and university partners with relevant resource offerings, and to strengthen the business development environment through collaborative conversations.

E. Develop and utilize digital, print, and/or web-based marketing materials to emphasize the unique offerings of the Lexington community for prospective agribusinesses and aid with agribusiness attraction efforts.
F. Coordinate with the Director of Agriculture Development in the Office of the Chief Development Officer to conduct business retention and support efforts, which shall include but are not limited to:
    1. Conducting quarterly on-site Lexington agribusiness visits to identify successes, goals, and challenges in the local environment. Scheduling of existing business visits with companies shall be planned ahead of time and shall occur at a time available for the Director of Agriculture Development and any designated partners.
    2. Identifying follow-up action items resulting from meetings, particularly to provide timely responses to any needs or challenges discovered in business visits.
    3. Connecting local agribusiness leaders with available resources, including financial programs, to provide opportunities for business growth.
G. An annual report will be submitted to the Director of Agricultural Development in the Office of the Chief Development Officer by March 31 of each year detailing the activities of each program year. The report will be shared with the Lexington Economic Development Investment Board for discussion at their board meeting as part of the organization's annual work plan performance review.

3.0 REQUIRED PROPOSAL CONTENTS

The following items shall constitute the proposal:

A. Letter of intent/Statement of Services including:
    1. Description of your knowledge and understanding of Lexington-Fayette County and the Lexington-Fayette County economy.
    2. Provide a work program that includes the proposed method of accomplishing goals and task outlined in the Request for Proposal including work plan, framework for plan implementation, project deliverables and proposed budget broken out by category. Note that no more than 20 percent of the total grant award for each budget period may be used for salary and/or administrative costs unless there is a designated employee in which 75 percent of their weekly work hours are dedicated to this project. If personnel are included, documentation will need to be provided related to time on a quarterly basis.
    3. Identification of criteria to measure the success of your proposal.
    4. Source(s) of private or non-LFUCG funding that will be used as part of the proposal to go along with LFUCG funding. State the percentage and amount of private or non-LFUCG funding and LFUCG requested funding as proposed in your submission.
    5. List any funding from LFUCG sources the respondent has received in the previous two years and if your program succeeded and fulfilled their

agreement with the LFUCG as described and agreed to within the agreement your organization signed with LFUCG.

B. History of organization and statement of qualifications including:
   1. A list of individuals that would be actively engaged and involved in the project along with the percentage of their time that will be committed to the Lexington-Fayette County efforts related to the project.
   2. Individual information should include: Resume(s); Job Description(s); job function(s); and percentage of their time that will be committed to the project for each/all individual(s) who will be a part of the program team as proposed by the RFP response.
   3. Describe the qualification(s) of key staff to achieve the outcomes required under the RFP.
   4. Describe why your organization is best suited for selection of the project on behalf of LFUCG.
   5. Provide references for completed projects similar to the project you have responded to in your proposal.
C. Evidence of ability to perform the requested tasks, such as:
   1. Examples of relevant past work products and successful project examples of documents created.
   2. Presentation(s).
   3. Other work products, etc.
D. Proposed fee for each response component/category. If your organization is responding to more than one component/category, separate fees should be provided for each component/category.
E. Working draft budget for each component/category the organization is responding to. If your organization is responding to more than one component/category, separate budgets should be provided for each component/category.
F. Conflict of Interest Disclosure if applicable.

4.0 Project Oversight

The Chief Development Officer, in coordination with the Director of Business Engagement and Director of Agriculture Development, will be the primary project contacts and will facilitate coordination with the Lexington Economic Development Investment Board and the Lexington-Fayette Urban County Council's Budget, Finance and Economic Development Committee.

5.0 Evaluation Criteria and Selection Process

A. Evaluation Scoring:
   1. Quality of entity and key personnel, including evidence of past success in providing similar services, knowledge of and understanding of Lexington-Fayette County – 25%.
   2. Approach to fulfill the requested scope of work – 25%.

3. Innovative and/or creative approach to providing the services in ways that provide additional efficiencies or increase performance capabilities – 25%.
4. Amount of private or non-LFUCG funds the respondent will contribute to the project – 15%.
5. Qualifications of the respondent organization and team– 10%.

B. The selection committee will make a recommendation to the Lexington Economic Development Investment Board who may accept their recommendation, request additional information, or request respondent interviews.
C. The Lexington Economic Development Investment Board recommendations are final, subject to approval of the Lexington-Fayette Urban County Council.
D. Respondents shall not discuss their proposal with members of the selection committee, Lexington Economic Development Investment Board or Urban County Council prior to final action by the Urban County Council. Any discussions in regard to this section shall disqualify the applicant from consideration.
E. LFUCG reserves the right to accept or reject any applications in whole or in part, with or without cause, to waive technicalities, or to accept applications or portions thereof which, in the Urban County Government's judgement, best serve the interests of the Urban County Government. Applications not found to be complete shall be considered non-responsive and removed from the process.

6.0 Timeline

Notice to proceed anticipated in June 2024 with a project Purchase of Services Agreement (PSA) for twelve (12) months.

7.0 Proposal Submissions

Online proposals will be received at https://lexingtonky.ionwave.net/ until **2:00 PM**, prevailing local time, on **May 31, 2024.**

Proposals received after the date and time set for opening proposals will not be considered for award of a contract and will be returned unopened to the Proposer. It is the sole responsibility of the Proposer to assure that his/her proposal is received (uploaded to https://lexingtonky.ionwave.net/) by the Division of Procurement before the date and time set for opening proposals.

Proposals are to include all costs associated with deliverables included within this RFP and any additional deliverables included by the proposer. Please outline your fee proposal based upon the scope of work defined in the RFP. Please indicate your preferred schedule of payment and method of invoicing for services. Complete applications are the responsibility of respondent and

incomplete applications will not be considered by the selection committee and considered to be non-responsive. LFUCG reserves the right to accept or reject any applications in whole or in part, with or without cause, to waive technicalities, or to accept applications or portions thereof, which, in the Urban County Government's judgement best serve the interest of the Urban County Government.

One electronic version in PDF format shall be submitted via the Ion Wave portal at https://lexingtonky.ionwave.net/. The information included therein should be as concise as possible. To be considered, each respondent must submit a complete response to this RFP.

Proposals — must be uploaded in Ion Wave before the time and date specified. Proposals received after the deadline will not be accepted. Respondents agree to honor their proposal for a period of one hundred twenty (120) days for the proposal due date. All proposals become the property of the Lexington-Fayette Urban County Government after the deadline whether awarded or rejected.

All information in a Respondent's proposal is subject to disclosure under the provisions of Public Act No. 442 of 1976, as amended (known as the Freedom of Information Act). The City accepts no financial responsibility for costs incurred by any responded in responding to this RFP. By responding to this RFP the respondent agrees to hold the City harmless in connection with the release of any information contained in its proposal

EXHIBIT "E"

Lexington/Fayette Urban County Government
Addendum for Services
Commerce Lexington

COMMERCE LEXINGTON
RFP #35-2024 RESPONSE
WORK PLAN

4860-8157-9988, v. 2

commerce lexington

REQUEST FOR PROPOSAL: ECONOMIC DEVELOPMENT PARTNERSHIP SERVICES

May 31, 2024



A
Letter of Intent / Statement of Services

A.1
Description of your knowledge and understanding of Lexington-Fayette County & the Lexington-Fayette County economy.

Dear Ms. Stone,

On behalf of Commerce Lexington Inc.'s Economic Development division, thank you for considering our team for RFP #35-2024 Economic Development Partnership Services. We appreciate the opportunity to respond and demonstrate why we are best suited to execute the services for the Lexington-Fayette Urban County Government.

Commerce Lexington's Economic Development team has partnered with the Lexington-Fayette Urban County Government (LFUCG) for over 30 years, creating thousands of jobs and generating significant revenue for the City of Lexington. Our comprehensive approach addresses business needs, workforce talent, and minority business support, making us a national leader in economic development. We have a combined team with over 100 years of economic development experience dedicated to improving economic prosperity for Lexington-Fayette County.

Our extensive knowledge of Lexington and long-tenured relationships allow us to understand the city's unique character. In 2022, on behalf of the city, we worked diligently with Economic Leadership, a economic development consultancy, to reassess the city's strategic targets and create a balanced strategy for job creation. The Economic Leadership team studied current market trends, strengths, weaknesses, opportunities, key assets, and more to formulate a plan that pursues investment opportunities and jobs within AgBio and AgTech, Biopharma and Life Sciences, Business Services and Financial Services, Medical Devices, and Marketing and Design. These industry sectors align with Lexington's unique assets and will lead to an increased number of higher-wage jobs and improved quality of life.

Our commitment to Lexington-Fayette County's economic growth is unwavering. Every day, we strive to implement the key job creation goals and tactics identified in the strategic targeted industry analysis conducted by experts at Economic Leadership. This dedication to turning analysis into action is at the core of our mission to drive economic prosperity in the region.

Commerce Lexington's Community & Minority Business Development (CMBD) program is dedicated to fostering and sustaining the economic growth, development, and self-sufficiency of ethnic minority business owners and entrepreneurs. This program began 25 years ago and has evolved over time to address changes in community needs.

A
Letter of Intent / Statement of Services

A.1
Description of your knowledge and understanding of Lexington-Fayette County & the Lexington-Fayette County economy.

Additionally, we have managed a robust existing business program for over 20 years. Recently, the Lexington Economic Partnership (LEP) established connections with industry professionals within the city's business ecosystem to learn about business trends and ways the LEP can help with successes, including job growth. Long-standing relationships have been formed with companies who trust us to help meet their needs.

Sincerely,



Robert L. Quick, CCE
President & CEO



Gina Hampton Greathouse
Executive Vice President for Economic Development

Please accept this as our intent to respond to Sections
2.1 New Business Development
2.2 Existing Business Retention and Expansion
2.3 Small Business Owner Connections and Networking
2.5 Minority Owned Business Development
2.6 Women Owned Business Development
2.7 Veteran Owned Business Development
2.8 Available Economic Development Property Register
2.11 Ag-Tech and Agri Business Development

A
Letter of Intent / Statement of Services

A.2 – A.3
Provide a work program that includes the proposed method of accomplishing goals and task outlined in the Request for Proposal including work plan, framework for plan implementation, project deliverables and proposed budget broken out by category.

Identification of criteria to measure the success of your proposal.

Kathy Mussio, Partner, Atlas Insights

"We walk through a lot of community colleges and technical schools on these types of (community) visits which is great, but you all took it up a notch by taking us to see the equine hospital."

A. BUSINESS DEVELOPMENT

(2.1) New Business Development

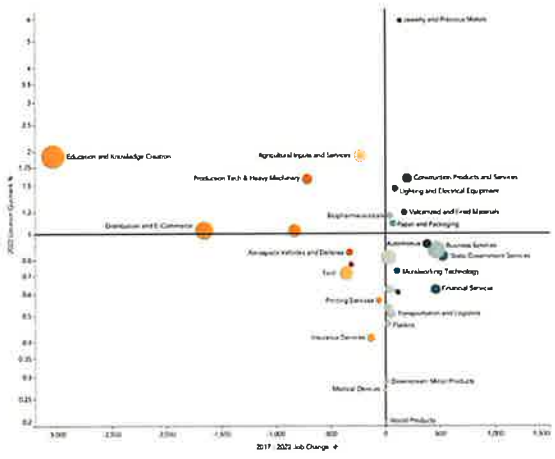
On behalf of the Lexington-Fayette Urban County Government, Commerce Lexington contracted with Ted Abernathy, Economic Leadership, LLC, to assess current strategic targets and identify new strategic target industry sectors for the city of Lexington. The comprehensive study reviewed existing industry clusters to determine which are especially strong in terms of concentrated employment and wage levels, whether they are growing or declining in employment, and identified emerging sectors that deserve more attention. The analysis report noted and emphasized that target industries need to be realistic and achievable and should mesh with existing strengths and assets, such as the University of Kentucky, which employs 25,000 people and has strong research capabilities.

Completed in the summer of 2023, the resulting findings determined new industry targets that should be potentially transformational by raising the level of opportunity with investments and jobs that improve opportunities for area residents, particularly by increasing the number of higher-wage jobs.

The following five strategic target industries were identified for Lexington – Fayette County to best serve the city's and region's current and future needs while also maximizing ROI.

- Biopharma and Life Sciences
- Business Services and Financial Services
- Medical Devices
- Marketing and Design Services
- AgBio (agricultural biology) and AgTech (agricultural technology)

Fayette County Cluster Map



Source: Lightcast 2023.1

A variety of marketing recommendations were offered for varying levels of available budget dollars. With limited funding, Ohio Valley and east coast opportunities should be prioritized. With more robust funding, west coast and international trade shows as well as consultant events in those areas should be explored.

A
Letter of Intent / Statement of Services

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Identification of criteria to measure the success of your proposal.

(2.1) New Business Development (CONT.)
Commerce Lexington has developed an annual work plan designed to organize activities and ensure completion of necessary tasks to implement the business recruitment plan. (See attached sample spreadsheet.)

If awarded the contract, Commerce Lexington will coordinate with the Chief Development Officer and the Director of Agriculture Development *to develop a marketing plan, tasks, promotional materials, and timetable* that will be incorporated into the existing annual work plan.

With new strategic target industries identified, Commerce Lexington has focused on building and executing a marketing program to attract investments in Life Sciences, Biopharma, Biotech and Advanced Manufacturing. Within the past year we have attended trade shows and conferences where site selection consultants working within these fields attend to create awareness of Lexington, KY and form relationships with the consultants. With additional funding, we will expand the marketing plan to target additional identified strategic targets.

Allen Waugerman, President & CEO, Lexmark

"I enjoyed attending Commerce Lexington's consultant event at Fasig-Tipton. It was a very unique event mixing area CEOs, government officials, and visiting site selection consultants."

Examples of select trade shows and consultant events:

- Bio International Tradeshow
- SelectUSA Investment Tradeshow – aimed at recruiting foreign direct investment to the United States.
- Consultant Connect – Destination Showcase and Economix conference
- Site Selectors Guild
- International Economic Development Council (IEDC)
- Association of Chamber of Commerce Executives (ACCE)
- Area Development Consultant Forums
- KYUnited and Kentucky Association for Economic Development efforts
- Southern Economic Development Council
- World Agri-Tech innovation Summit (listed in Ted's recommendations)



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Tyler Burke, Manager, Large Customer Relations & Economic Development, Columbia Gas

"When assembling the sales team for prospect visits, Commerce Lexington has the RIGHT people at the table. They keep us engaged in the process of RFPs. They know when to ask for assistance."

(2.1) New Business Development (CONT.)

We will:

- On behalf of the LEP, organize and represent Lexington on consultant trips to cities where site selectors are clustered (Dallas, Chicago, Atlanta, Greenville, Indianapolis).
- Make recommendations to the Chief Development Officer on industry specific trade shows and events with a focus on key strategic industry targets.
- Attend trade shows to showcase Lexington as an ideal city for relocation or expansion to corporate decision-makers and site selection consultants.
- Represent Lexington at the Kentucky Association for Economic Development's
- consultant trips as they are organized.
- Utilize a market research consulting firm to identify and set appointments with real estate executives and site selection consultants in major cities.
- We will work with local partners and a market research firm to identify and set appointments with companies within the Ohio Valley who may be interested in expanding, relocating, or a potential research partnership with area universities.
- Meet with 100-125 site selection consultants annually.





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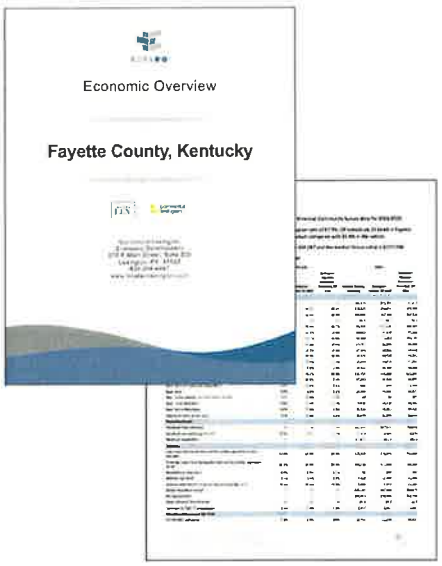
Identification of criteria to measure the success of your proposal.

(2.1) New Business Development (CONT.)
Once RFIs are received, our team will coordinate all new business project activity and site visits from companies outside of Lexington with Lexington Economic Development Partners. We will serve as the primary contact and sales team, coordinating with the LEP for assistance needed prior to and during the visit. We will provide detailed follow-up and coordinate resulting necessary action items with the LEP. (Sample RFIs to the right.)



Based on recommendations from Economic Leadership, LLC, we are currently working to refresh and strengthen the LocateinLexington website to incorporate the LEP goals and objectives. The refreshed website will include a section that focuses on the LEP. Part of the new website design will include intentional efforts to ensure information is easily viewed on mobile devices in addition to traditional desktops.

We will build out new marketing materials for the identified target industries focusing on data and information that showcases why Lexington is an exceptional location for those industries. We utilize data from the latest Census, American Community Study, Bureau of Labor Statistics, Bureau of Economic Analysis, and other sources. To enhance these efforts, we recently purchased JobsEQ, a labor market research platform. This tool not only helps us maintain up-to-data for the website but will also be used to support existing business research requests and to create supporting documents for RFIs. This data is critically important to marketing Lexington and the Bluegrass region, allowing us to showcase diversity, education attainment, and size of our labor force.



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(2.1) New Business Development (CONT.)
Traditional white papers and other marketing materials will include print and digital versions. These materials will populate dedicated pages on the LocateinLexington website focused on the strategic target industries. In conjunction, we will produce new promotional video content with Lexington thought leaders working within the targeted industries. These videos will be disseminated on various platforms to enhance overall awareness and drive messaging.

Commerce Lexington will also purchase annual directory listings in Site Selection Magazine, Area Development Magazine and others as determined. We will continue to co-brand advertisements in Keeneland Magazine, Land Rover Three Day Event Program Guide, Bluegrass Airport, and Kentucky's Guide to Economic Development.





We will promote the LEP throughout our existing social media platforms—LinkedIn, Facebook —which are followed by companies and consultants alike. Our team will post important LEP new announcements, available real estate, rankings, and other newsworthy events about Lexington on a regular basis.

As a new method, we will annually renew access to the Location Advisors Database to target site selectors more effectively. We will send quarterly email blasts to site selection consultants working within the identified strategic targeted industries to create awareness and encourage ongoing dialogue for development opportunities in Lexington-Fayette County. We will continuously monitor and adjust email marketing efforts based on real time data captured by the email marketing delivery system.

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(2.1) New Business Development (CONT.)
With additional funding, we will meet with the LEP Chief Development Officer and Director of Agriculture Development to incorporate AgBio and AgTech into an expanded marketing strategy.

We will also work with the LEP to investigate digital marketing opportunities that utilize geofencing and other new technologies to further raise awareness and promote Lexington as an ideal location for business attraction.

Consultant Marketing Event and Tradeshows		
Event	**Purpose**	**Cost**
Area Development Workshop Forum	Educational conference for economic development professionals with many opportunties to network and engage with site selectors.	8,500
Consultant Connect Destination Summit	Hosting 10 site selectors of our choice in Lexington for two immersive days	38,000
KAED Spring Collaboration Conference	Conference for KAED ED professionals and site selection consultants	2,650
Out of Market Lexington Consultant Event	host a gathering in a target city for site consultants.	10,600
BIO International Convention	Represent Lexington and KY on a global stage highlighting the competitive advantages of KY for biotech, life science, and medical device companies.	7,500
Select USA	Investment summit for US and International investors and companies	2,500
Women in Economic Develoment	Educational conference for women in economic development.	3,000
Southern Economic Development Council	Annual Conference with educational and networking opportunities	2,200
Economix	Conference for ED professionals and site selection consultants	7,000
Out of Market Lexington Consultant Event	host a gathering in a target city for site consultants	15,000
	Total	**96,950**
Advertising		
Publication or Space	**Digital/Print?**	**Cost**
Bluegrass Airport Display	Print	15,000
Business Facilities - Life Science Feature	Digital/Print	3,500
Site Selection Magazine - Annual Directory	Digital/Print	4,100
Business Facilities - Annual Directory	Digital/Print	4,000
Kentucky Economic Development - Annual Guide	Digital/Print	4,900
Area Development - Annual Directory	Digital/Print	4,900
Lane Report - Central Kentucky Review	Digital/Print	3,500
Keeneland Magazine - Spring & Fall	Print	4,500
Equestrian Spring 2024 Issue - USEF 3-Day	Digital/Print	1,800
	Total	**46,200**

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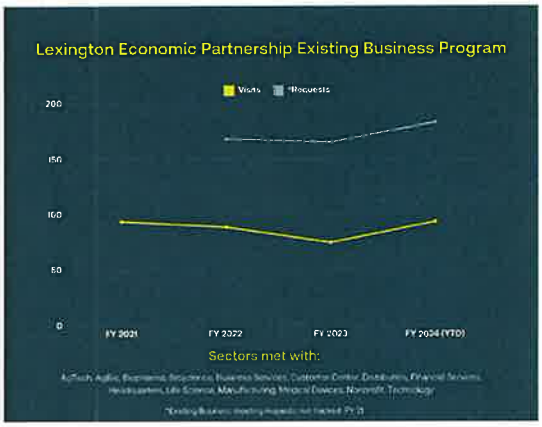
Amy Bowman, Department for Business & Community Development, Kentucky Cabinet for Economic Development

"The Kentucky Cabinet for Economic Development is very appreciative for the opportunity to collaborate with the Lexington Economic Partnership Team. This team exemplifies the power of collaboration, uniting businesses, organizations, and community partners to help maintain and create sustainable economic growth."

(2.2) Existing Business Retention and Expansion Program

Through our dedication to the existing business community and our partnership with the city, Commerce Lexington contacts over 200 companies annually to request an exclusive meeting with the company and Lexington Economic Partnership (LEP) team. Accepted meetings allow our team to identify potential strengths and opportunities, including but not limited to real estate and/or workforce expansions, capital investment projects, trainings, salary and wage benefits (Jobs EQ), network connections to near-source supplies, imports/exports, future conventions for Visitor Industries with VisitLEX; and challenges or threats, including but not limited to downsizing workforce, talent pipeline, supply chain, traffic and pedestrian safety and more. We will continue to coordinate LEP meetings, which include representation from the Kentucky Cabinet for Economic Development, LFUCG Office of the Chief Development Officer, University of Kentucky, Bluegrass Community & Technical College (BCTC), Bluegrass Workforce Innovation Board, Kentucky Career Center, and other community and utility partners as needed. These meetings provide our team with insight into the business community's unique needs. Following each meeting, we will continue to coordinate appropriate LEP partner responses to address the issues and/or opportunities identified. We will conduct monthly "Deal Day" project briefing updates with the Chief Development Officer to provide a comprehensive overview on prospect activity for the previous month including project activity, breakdown of leads by industry, potential flight risks, and other topics will be discussed.





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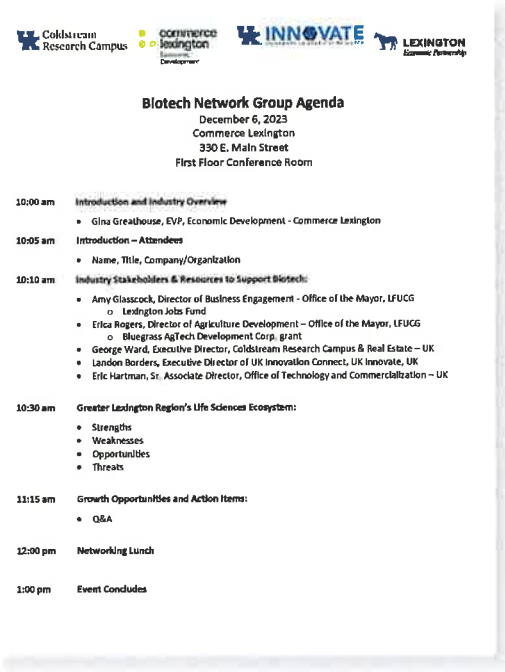
Erin Tipton, VP of Workforce and Economic Development, Bluegrass Community and Technical College

"Commerce Lexington has been a key leader in promoting work-based learning opportunities such as apprenticeships and internships for BCTC students as a mechanism for connecting talent to employers."

(2.2) Existing Business Retention and Expansion Program (CONT.)
We will give an overview of the current inventory of sites and buildings and update the Chief Development Officer on significant challenges identified via LEP meetings. We will continue to organize Councilmember Economic Development Days, which strategically unite the business eco-system and officials with a goal for councilmembers to better understand businesses in the community, demonstrate the LEPs role, and connect businesses with elected officials to encourage community relations.

We will expand upon our network group support by organizing:

- Manufacturer's Network Events
- Bluegrass Bio Events- BioPharma, Life Sciences, Medical Devices with an invitation to AgBio.
- AgTech (agricultural technology) and AgBio (agricultural biology) Specific Events
- Tech Networking Group – Includes an invitation to AgTech.
- Equine Network Events National Horse Center, Equine associations, and educational institutions
- Business & Professional, and Marketing & Design Services will be invited accordingly to each network event to ensure a cohesive approach to supporting and encouraging industry sectors.



Coldstream Research Campus · commerce lexington · INNOVATE · LEXINGTON

Biotech Network Group Agenda
December 6, 2023
Commerce Lexington
330 E. Main Street
First Floor Conference Room

10:00 am **Introduction and Industry Overview**
- Gina Greathouse, EVP, Economic Development - Commerce Lexington

10:05 am **Introduction – Attendees**
- Name, Title, Company/Organization

10:10 am **Industry Stakeholders & Resources to Support Biotech:**
- Amy Glasscock, Director of Business Engagement - Office of the Mayor, LFUCG
  - Lexington Jobs Fund
- Erica Rogers, Director of Agriculture Development – Office of the Mayor, LFUCG
  - Bluegrass AgTech Development Corp. grant
- George Ward, Executive Director, Coldstream Research Campus & Real Estate – UK
- Landon Borders, Executive Director of UK Innovation Connect, UK Innovate, UK
- Eric Hartman, Sr. Associate Director, Office of Technology and Commercialization – UK

10:30 am **Greater Lexington Region's Life Sciences Ecosystem:**
- Strengths
- Weaknesses
- Opportunities
- Threats

11:15 am **Growth Opportunities and Action Items:**
- Q&A

12:00 pm **Networking Lunch**

1:00 pm **Event Concludes**


CEO Round Table


Biotech Meeting


Manufacturing Network

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Marilyn Clark, Economic Inclusion Manager, University of Kentucky

"You could feel the pride and the goodwill in the room last night. The work that we are doing together is really changing lives. Let's keep it going! Thank so much to Commerce Lex for being an important part of this growing business ecosystem."

(2.3) Small Business Owner Connections and Networking

Commerce Lexington's Community & Minority Business Development (CMBD) program hosts the biannual Opportunity Exchange, a key networking event typically occurring in the spring and fall. These gatherings provide forums where pressing topics directly affecting small and minority businesses are discussed. Attendees have the invaluable opportunity to network with procurement professionals from esteemed organizations such as the University of Kentucky, Toyota Kentucky, Messer Construction, Fayette County Public Schools, and the Lexington-Fayette Urban County Government, among others. During these sessions, minority business owners can personally introduce themselves and their enterprises to decision-makers overseeing various projects, fostering potential collaborations.

To expand collaboration and networking efforts within Lexington-Fayette County, we're enhancing our marketing initiatives to attract a broader industry base. This involves forging additional partnerships with key community organizations like Bluegrass Community and Technical College (BCTC), Urban League of Lexington-Fayette County, Lexington-Fayette County Housing Authority, College of Technical Education, Hispanic Connections of Lexington, and the Building Industry Association of Central Kentucky. These entities harbor burgeoning entrepreneurs who stand to benefit from engagement with our program. Through these expanded efforts, we anticipate facilitating significant opportunities for the growth of small businesses. Following the outcomes of these initiatives, we plan to engage the small business community in consultations to identify further collaborative networking opportunities tailored to their needs and preferences.





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Edward Holmes, President, EHI Consultants

"[Tyrone's] strategic insights and innovative approach have been instrumental in driving meaningful change towards business development and advancing the cause of Minority and Community Economic Development."

(2.5) Minority Owned Business Development

Commerce Lexington's Community & Minority Business Development (CMBD) program is dedicated to fostering and sustaining the economic growth, development, and self-sufficiency of ethnic minority business owners and entrepreneurs. The program focuses on several key areas:

1. **Promoting Economic Growth and Development:** CMBD works to support the economic advancement of minority-owned businesses, ensuring they have the resources and opportunities needed to thrive.
2. **Recruitment:** The program actively recruits aspiring and burgeoning minority owned businesses in Lexington-Fayette County and Commerce Lexington.
3. **Business Referral Services:** CMBD provides referrals to the appropriate minority business assistance agencies, ensuring that business owners receive the support and resources they need for success.
4. **Financial Literacy:** CMBD provides small business and minority-owned businesses with financial literacy classes to enhance their financial business acumen.
5. **Partnerships:** The program promotes increased business partnerships between public and private majority corporations, business and industry, local and state governments, and minority business owners.
6. **Research:** The program provides research assistance to minority business entrepreneurship in the areas of business startup resources, financial business assistance, market data and other specific business support areas.
7. **Business Certification:** Assist entrepreneurs and small business owners in identification of the appropriate business certifications.

Through these efforts, CMBD aims to create a robust and inclusive economic environment that benefits all members of the community.



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(2.5) Minority Owned Business Development (CONT.)
Commerce Lexington's staff is knowledgeable and experienced in access to capital, and this experience has been utilized on the Mayor's Economic Development Investment Board. The innovative, nationally benchmarked Access Loan program is a cornerstone of Commerce Lexington's support for minority entrepreneurs and business owners in Lexington-Fayette County. This program has facilitated over $25 million in approved loans, aiding small businesses, start-ups, and expansions. The Access Loan Program meets prospective business owners where they are by offering:

- **Comprehensive support:** providing technical assistance that guides business owners through all facets of business plans and financial development.
- **Application Review Process:** Involves a Subcommittee that reviews completed applications and a Full Committee that finalizes approvals, with a high approval rate of 97% once applications reach the full committee.
- **Diverse Lending Partners:** Collaborates with local non-profits, a credit union, and both local and national banks to offer commercial loans ranging from $5,000 to several million dollars.



In addition to the Access Loan Program, we will also introduce the Kentucky Small Business Credit Initiative (KSBCI) 2.0, which will strengthen and grow loan support capabilities, which are directly managed by the Cabinet, while also providing a significant funding infusion for early-stage venture capital. It is our goal to host at least one session per year in which state employees present the program. Together, these programs and initiatives underscore Commerce Lexington's commitment to fostering a vibrant and inclusive economic environment for minority entrepreneurs and business owners in Lexington-Fayette County.

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(2.5) Minority Owned Business Development (CONT.)
Commerce Lexington is committed to fostering business connections and growth opportunities within the community by continuing to host and sponsor various events. Major sponsorship roles include:

1. **Lexington Bluegrass Area Minority Business Expo**, an annual event that attracts hundreds of entrepreneurs and offers quality programming, business collaborations and educational forums. This event is held annually and offers sessions like "Growing Your Business" and "Government Market to Growing Your Business." Unique features include speed dating sessions with large companies and a luncheon featuring a nationally recognized speaker who shares best practices and encouragement to emerging and seasoned minority businesses. Attendees leave with valuable business resources to help grow their brands.
2. **Turner-UK Construction Diversity Accelerator Program**. In this community partnership, Commerce Lexington supports minority-owned, women-owned, and other underrepresented construction-related businesses. This program provides access to tools, resources, and opportunities to be competitive in the construction industry. Over the past two years, this program has graduated twenty-eight participants.

Commerce Lexington's Minority Business Accelerator, which was designed to accelerate the development of sizable minority business enterprises (MBEs), has been instrumental in helping local minority-owned businesses gain the knowledge and tools to be successful. In just over ten years, the program member businesses have secured over $50 million in procurement contracts and opportunities. The Minority Business Accelerator currently includes six member businesses, all headquartered in Lexington-Fayette County, with some having contracts extending to California and Florida. Along with our consultant, Commerce Lexington offers two networking events per year for Accelerator members. With financial growth, the program aims to expand its reach, with continued focus on businesses with annual revenues of $250,000 or higher.



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(2.5) Minority Owned Business Development (CONT.)
As previously denoted in 2.3, Commerce Lexington's ongoing and future initiatives include the Opportunity Exchange, hosted twice a year, providing connections to other businesses in the community and providing opportunity for growth in their operations. In addition, continued partnerships throughout the year with LFUCG (Lexington Fayette Urban County Government), the University of Kentucky, Fayette County Public Schools, and other large entities on outreach events underscore Commerce Lexington's dedication to supporting minority-owned businesses, providing them with crucial networking opportunities, resources, and avenues for growth.

Commerce Lexington recognizes the immense value in memberships that equip us with the necessary tools and information to support our Lexington-Fayette minority-owned businesses. By joining the National Minority Supplier Development Council (NMSDC), we aim to promote minority business certifications and provide these businesses with access to crucial wealth-building opportunities. This strategic move will enable us to foster upward mobility in their business operations, further contributing to the economic growth and diversity of our community.



Commerce Lexington, a newly minted Federal Deposit Insurance Corporation (FDIC) Money Smart Alliance member, biannually offers the Money Smart for Small Business classes which cover financial literacy topics such as Managing Cash Flows, Organizational Types, and Financial Management. Over the past three years, these sessions have seen tremendous growth and impact with the largest class averaging twenty-seven participants weekly, consisting of both aspiring and existing business owners. Twenty-three participants earned a certificate of completion by attending four or more classes. In addition to the Money Smart Curriculum, participants were also introduced to several of Commerce Lexington's community partner organizations including Fayette County Public Schools, University of Kentucky Economic Inclusion, Kentucky's Small Business Development Center, local banking representatives, and the LFUCG Minority Business Enterprise Liaison who has been a consistent guest over the duration of classes. We were also joined by Councilmember Denise Gray, who joined the last class of the Winter 2024 session to congratulate the participants on their hard work and dedication in attending the classes. Commerce Lexington's future

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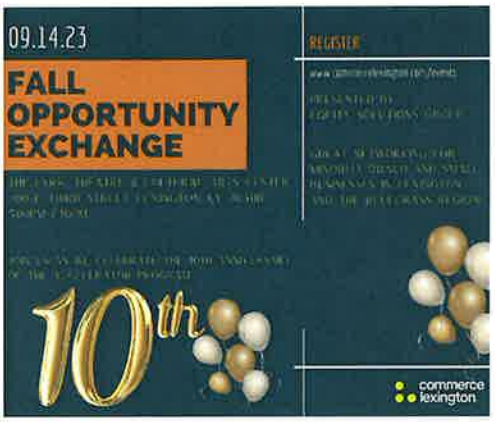
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(2.5) Minority Owned Business Development (CONT.)
plans include the continuation of the biannual classes. In addition, we would like to offer certain ad-hoc sessions, such as how to write a business plan, which is crucial for gaining access to capital.

Commerce Lexington along with other Lexington Leaders and business community leaders will continue to identify ways to reduce barriers to minority business ownerships through the Black Faith Leaders Collaborative, established in 2020. Participants include Commerce Lexington, University of Kentucky, Lexington-Fayette Urban County Government, Fayette County Public Schools, Transylvania University, several small business owners, and the Lexington-Fayette Urban League, along with pastors from many area churches. Several accomplishments have been made since the introduction of this collaborative group. Significant changes include contract payment updates from Net30 to Net15 and bid process modifications which strengthen the accountability process of large entities. These initiatives illustrate the collaborative effort and commitment of Commerce Lexington and its partners to create a more inclusive and supportive environment for minority business owners in the community. Through continued collaboration and proactive measures, the group aims to further dismantle barriers to minority business ownership and foster a thriving entrepreneurial ecosystem.

Commerce Lexington will continue to involve the LFUCG Minority Business Enterprise Liaison in outreach activities, similar to past engagements with the Opportunity Exchange and Money Smart for Small Business classes. Each quarter, Commerce Lexington will provide the Liaison with a list of minority-, women-, and veteran-owned businesses. The LFUCG Minority Business Enterprise Liaison will continue to receive a free advertisement and write up in our Minority Business Resource Guide, which is published several times throughout the year.





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Nicki Stewart, Workforce Development Manager, KY VALOR

"Their knowledge of local industries has served as a helpful resource while we assist military families making Lexington their post-service home."

(2.6) Women Owned Business Development
Commerce Lexington has a proven track record of providing networking, classroom, and one-on-one technical assistance to any small businesses in Lexington-Fayette County. Historically, about 60% of all small business contacts have been with women owned businesses. In addition to our community & minority owned business programming and initiatives described in 2.3 and 2.5, we will build on our existing framework and introduce targeted initiatives for women-owned business. Through enhanced relationship building, we will strengthen our ties with the Women's Business Enterprise National Council (WBENC), Women's Business Center, and the Women Leading Kentucky organization to further support female entrepreneurs. In addition, we will host a dedicated event for women business owners, to foster networking, share resources, and provide targeted support.

(2.7) Veteran Owned Business Development
Commerce Lexington has a strong history of providing networking, classroom, and one-on-one technical assistance to any small businesses in Lexington-Fayette County. In addition to our community & minority owned business programming and initiatives described in 2.3 and 2.5, we will intentionally target and market to veteran owned businesses. Strengthening our partnership with the Small Business Administration's Office of Veteran Business Development, our goal is to enhance collaboration with this office to offer more tailored resources and support for veteran-owned businesses. We will also leverage our existing partnerships to identify and reach out to veteran business contacts, ensuring a comprehensive support network. In addition, we will host an event for veteran -owned business owners.



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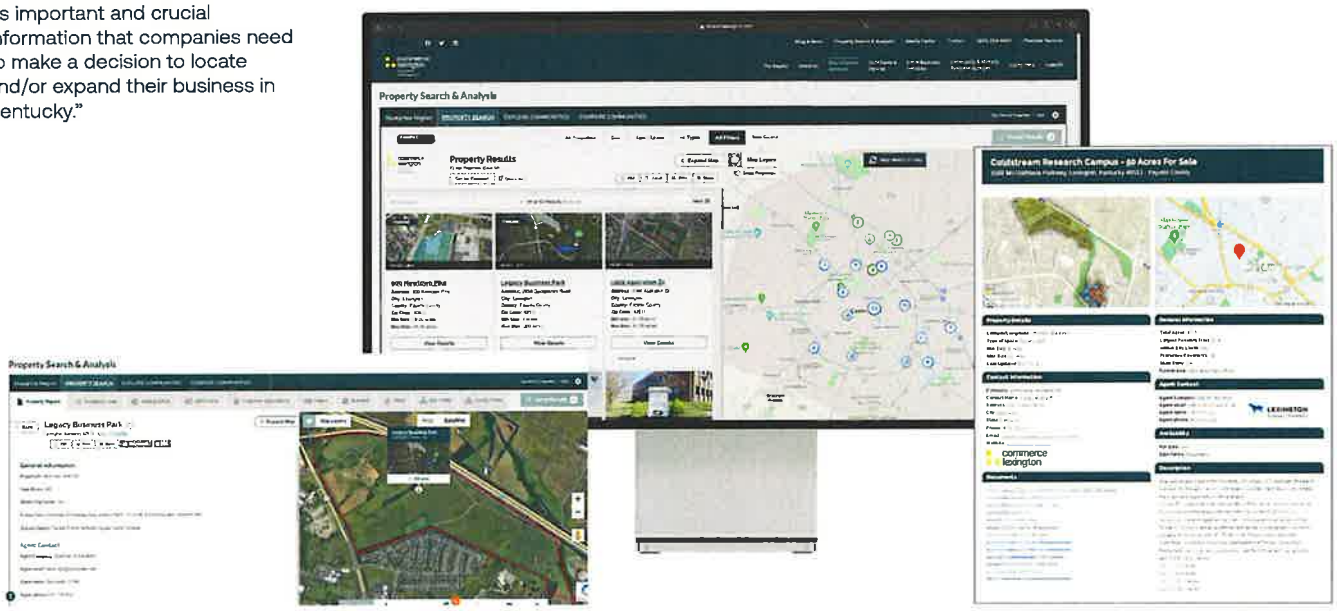
Identification of criteria to measure the success of your proposal.

Amy Mills, Sites and Buildings Specialist, Kentucky Cabinet for Economic Development

"Commerce Lexington partners with the [cabinet] to collaborate on marketing new and existing buildings and sites using the ZoomProspector database. The up-to-date property information ... is important and crucial information that companies need to make a decision to locate and/or expand their business in Kentucky."

(2.8) Available Economic Development Property Register

Commerce Lexington will continue to maintain and update its property database for Lexington and the region. Our database automatically syncs with the Cabinet for Economic Development and Kentucky Utilities property tools, ensuring up-to-date information across multiple websites. Lexington's property listings will have prominent placement on the Lexington Economic Partnership website, and properties will be featured in consultant email outreach as well as periodic social media updates. Our team ensures the register is continually updated as new listings are received from commercial real estate brokers, Kentucky Commercial Real Estate (KCREA) and Loopnet. Our team performs community tours for access to "pocket listing" property information that otherwise may not be available online. Our team places high priority on making sure the register is available to LFUCG and the community at large in real time with accurate and up-to-date information. We participate in Commercial Property Association of Lexington (CPAL) and Certified Commercial Investment Member (CCIM) meetings to network with real estate brokers, learn about new properties, and educate the real estate community about our database/website to market our services. Additionally, we will engage these events to continue supporting existing businesses with expansion projects and promote Lexington for new business prospects. We will continue to prioritize our efforts to seek and incorporate innovative solutions for higher visibility to encourage marketing efforts.



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George Ward, AVP for Economic Development and Real Estate, University of Kentucky

"UK and Commerce Lexington have been working together for many years... There are many examples of the good work these entities do together. One of the biggest is a major economic development agreement between UK and the City of Lexington to create a 200-acre industrial park. This agreement originated in a land task force meeting where Commerce Lexington brought together representatives from government, business, UK and other landowners."

In Appendix A, is a detailed outline of our action plan and future endeavors contingent upon adequate funding

(2.11) Ag-Tech and Agri Business Development
If awarded the contract, Commerce Lexington will research opportunities within the AgTech and AgBio industry segments to develop a plan aiming to attract new business to the area. Commerce Lexington will coordinate with the Chief Development Officer and the Director of Agriculture Development to solidify a marketing plan and timetable, create marketing materials and attend select tradeshows and consultant events. The AgTech and AgBio industry segments will also be incorporated into the existing annual work plan.

Below are examples of the top Ag-Tech shows that could be researched and evaluated for inclusion into a work plan for this industry segment.

1. Fort Wayne Farm Show
2. National Cattlemen's Beef Association - NCBA
3. Grain Elevator & Processing Society
4. Hawkeye Farm Show
5. Commodity Classic Show
6. Mid-South Farm & Gin Show
7. International Association of Operative Millers - IAOM
8. Midwest Poultry Federation Convention
9. The Loggers Expo
10. Ag Progress Days
11. The Landscape Show - FNGLA
12. Farwest Show
13. Citrus Expo
14. Husker Harvest Days
15. Farm Science Review
16. World Beef Expo
17. American Society for Horticultural Science - ASHS
18. Sunbelt Agriculture Exposition
19. Angus Convention
20. Irrigation Show & Education Conference

A
Letter of Intent / Statement of Services

A.4 – A.5
Source(s) of private or non-LFUCG funding that will be used as part of the proposal to go along with LFUCG funding. State the percentage and amount of private or non-LFUCG funding and LFUCG requested funding as proposed in your submission.

List any funding from LFUCG sources the respondent has received in the previous two years and if your program succeeded and fulfilled their agreement with the LFUCG as described and agreed to within the agreement your organization signed with LFUCG.

A.4 Private Funding Source & LFUCG/Non-LFUCG Funding Percentage

Current funding sources	Amount	Purpose
Community/Minority Business Development	$174,800.00	Full Stride Capital Campaign
	$55,000.00	Commerce Lexington Sponsorships
	$60,000.00	LFUCG Execution RFP
	$289,800.00	
Economic Development	$570,400.00	Full Stride Capital Campaign
	$240,000.00	LFUCG Execution RFP
	$810,400.00	
Percentages		
LFUCG funding total	$300,000.00	29%
Full Stride and Sponsorships	$745,000.00	71%
Total funding for all	**$1,045,000.00**	**100%**

A.5 LFUCG Funding Received in Last 2 Years

Department	Amount	Purpose
Community/Minority Business Development	$60,000.00	1st Execution of the PSA RFP #26-2022
	$60,000.00	2nd Execution of the PSA RFP #26-2022
Economic Development	$240,000.00	1st Execution of the PSA RFP #26-2022
	$240,000.00	2nd Execution of PSA RFP #26-2022
	$30,000.00	LFUCG Pass Through for Targeted Industry Study
	$18,500.00	LFUCG Add'l support for "Consultant Connect Event"
Total funding for all 2022 -2024	**$648,500.00**	

B
History of Organization and Statement of Qualifications

B.
History of organization.

OUR HISTORY

Commerce Lexington Inc., established in 2004 through the merger of several organizations, is a vital private, non-profit entity fostering economic development in the Greater Lexington Region. Collaborating with local government and various institutions, Commerce Lexington aims to boost economic growth, job opportunities, and business development. The organization has forged strategic partnerships with key entities such as Lexington-Fayette Urban County Government (LFUCG), University of Kentucky (UK), VisitLEX, Bluegrass Community and Technical College (BCTC), the Kentucky Career Center, Kentucky Cabinet for Economic Development, Bluegrass Alliance, Small Business Development Center of Kentucky (SBDC), World Trade Center Kentucky, WORK-Lexington, and US Commercial Services.

Since its inception, Commerce Lexington has been a steadfast partner with LFUCG in driving economic development initiatives tailored to benefit Lexington. Through a strategic collaboration with LFUCG, Commerce Lexington actively promotes Lexington's economic potential in all endeavors, serving as the go-to source for economic development locally, regionally, statewide, and nationally. By leveraging this partnership, Commerce Lexington positions itself as a trusted entity dedicated to advancing Lexington's economic prosperity and reputation on a broad scale.

A TIMELINE OF HIGHLIGHTS

2020

Access Loan Program surpassed the $7,000,000 mark in loan facilitation



Fresh Bourbon (dba Edwards Spirit Company) announces plans to build first Black-owned bourbon distillery in Lexington creating 25 new jobs with a $5.4 million investment

Summit Biosciences, Inc. a pharmaceutical manufacturer, expands creating 78 new jobs with a $20.4 million investment

Launch Blue an early stage accelerator program for Kentucky tech startups, launches

Mac Conway Award for Excellence in Economic Development was awarded to Commerce Lexington Inc. by *Site Selection Magazine*

NX Development Corp. expands life science company creating 20 new jobs with an investment of more than $1.2 million

B

History of Organization and Statement of Qualifications

B.
History of organization.

A TIMELINE OF HIGHLIGHTS

Coldstream Research Campus
community leaders break ground at The Core, a home for early stage, high-tech companies



Longship
celebrates opening of new 29,000 SF building in Hamburg area



Thoroughbred Aviation Maintenance
opens new headquarters in Lexington creating 47 new jobs

Access Loan program
facilitates over $24M in loans for small businesses since 2001

2021



Coastal Cloud Partnership
celebrates UK Salesforce Consultancy Incubator Program grand opening

LFUCG Small Business Economic Stimulus & Recovery Grant Programs
administers over $6.9 million to over 500 businesses

Commerce Lexington Inc.
named to *Site Selection Magazine's* list of Top Economic Development Agencies for 2nd year in a row

Total Quality Logistics
expands, creating 300 new jobs in Lexington

Canadian-owned Vector Corrosion Technologies
locates first US manufacturing facility in Lexington

Galls
expands Lexington headquarters with $2.7M investment, adding 80 new jobs



2022 Unity Award
presented to Commerce Lexington by Alpha Beta Lambda Chapter Education Foundation

Space Tango expansion of microgravity R&D facility adding 16 jobs and investing $2.M

Lexington Manufacturing Company
celebrates grand opening of new, more efficient facility

2022



Lexmark International
breaks ground on a $4 million solar panel array project at Lexington headquarters



Valvoline
expands by opening heavy-duty fleet service center

Commerce Lexington
facilitates the launch of Bluegrass Tech Task Force

Kinetic by Windstream
breaks ground on regional HQ building

Lexair
announces $8.5 M expansion investment

ElectraMet
marks expansion with ribbon cutting and open house

Commerce Lexington
recognized for Money Smart for Small Business Classes

B

History of Organization and Statement of Qualifications

B.
History of organization.

A TIMELINE OF HIGHLIGHTS

Legacy Business Park
receives $2M in KPDI funding

Neogen
expands Mercer Road Location with $6M investment, adding 72 new jobs

Webasto
announces $25.6M investment, adding 120 new jobs



Opportunity Exchange
Celebrates 10 Years of Accelerator Program



Commerce Lexington
facilitates inaugural Global HQ CEO Roundtable

RD1 Spirits
locates in Lexington with $4.8M investment

Commerce Lexington & Mayor Linda Gorton
host CEO networking event at VisitLEX

2023



Funai
Microfluidic Solutions Relocates Business Unit Headquarters to Lexington



God's Pantry Food Bank
breaks ground on expansion and new building

Bespoken Spirits
a San Francisco start-up, relocates to Lexington adding 16 high-wage positions

Infineon Technologies
expands with $5.5M investment, adding 54 new high paying jobs

Accelerator Program
hits $50 million in new contracts and revenue since 2013

Commerce Lexington
hosts BioTech Network, bringing together 40 industry leaders

SRC of Lexington
announces $15.3 M expansion, adding 60 new jobs



Destination Showcase features Lexington, KY

TRU-TONE Finishing, Inc.
Industrial E-Coating Powder Coating

Tru-Tone Finishing
expands with $13.6 M investment



Commerce Lexington
presents Leadership & Management in Economic Development Workshop

2024

Commerce Lexington Partners with Turner-UK Construction Diversity Accelerator
for 3rd consecutive year, graduating 28 to date open house

Tech Association of the Bluegrass re-launches



Access Loan Program
facilitates over $25M in loans for small businesses since 2001

MONEY SMART for Small Business

Money Smart
graduates 80 participants since classes began in 2020

Commerce Lexington hosts Marketing Luncheon for Indianapolis site selection consultants

B

History of Organization and Statement of Qualifications

B.1 – B.3
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OUR TEAM



Bob Quick, IOM CCE
President and CEO

Function: 2.1, 2.2, 2.3, 2.5, 2.6, 2.7, 2.8, 2.11

Over 25% of time committed to the project

Bob is the President and Chief Executive Officer for Commerce Lexington, a 1,900-member investor-driven chamber of commerce and economic development organization. He is extremely involved in the Central Kentucky region in matters of public policy; and community, economic, and leadership development. He represents Lexington in the Bluegrass Alliance, a nine-county consortium of regional economic development entities and was a founding partner in the Central Kentucky "Regional Public Policy Group."

Both entities have proven to be 'region builders' by unifying cities, towns, and counties across Central Kentucky. Under his leadership, Commerce Lexington has received numerous industry accolades, including 2020 Top 20 Mac Conway Economic Development Agency by Site Selection Magazine, and 2016 Chamber of the Year by the Association of Chamber of Commerce Executives (ACCE). Throughout his career, Bob has served, and continues to represent Lexington on local, national and international business, educational and industry boards of directors and advisory councils, including his current appointment with the prestigious U.S. Chamber's Chamber of Commerce Committee of 100.

During his 34 years in the chamber profession, he has also served as the President and CEO of the Metropolitan Evansville (IN) Chamber of Commerce and as the Executive Vice President of the Iowa City Area Chamber of Commerce.

Bob is a 1985 graduate of the University of Illinois at Champaign-Urbana.

B

History of Organization and Statement of Qualifications

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OUR TEAM (cont.)



Gina Hampton Greathouse

Vice President for Economic Development

Function: 2.1, 2.2, 2.3, 2.5, 2.6, 2.7, 2.8, 2.11

75% of time committed to the project

Gina is a highly experienced and respected community and economic development professional with over 30 years of expertise, 25 of which have been dedicated to Lexington and the Bluegrass Region. Currently serving as the Executive Vice President for Economic Development at Commerce Lexington, Gina is known for her dedication, creativity, and proven leadership skills. She oversees the strategy and implementation of Commerce Lexington's economic development mission, including managing the goals of the Lexington Economic Partnership.

In her role, Gina has expanded Commerce Lexington's focus to include supporting existing businesses, fostering industry ecosystems, engaging with minority businesses, marketing Lexington's assets, and building relationships with senior business leaders. She excels in managing the economic development process, attracting major companies to Lexington, and facilitating business relocations.

Gina's efforts have led to the creation of over 12,000 jobs, $5 billion in capital investment, and $20 million in payroll tax revenue for Lexington in the last decade. She was instrumental in establishing the Bluegrass Business Development Park, which is home to 7 companies including Big Ass Fans, Webasto Roof Systems, and Tiffany and Co.

Through strategic partnerships with the City of Lexington, the University of Kentucky, Bluegrass Community and Technical College, and key business partners, Gina and her team have secured over $1 million annually from the private sector to support job creation in Lexington and the Greater Lex region. A graduate of the University of Kentucky's College of Business and Economics, Gina is a long-time resident of Lexington and a passionate advocate for the region's economic development.

B

History of Organization and Statement of Qualifications

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OUR TEAM (cont.)



Tyrone Tyra

Senior Vice President - Community & Minority Business Development

Function: 2.3, 2.5, 2.6, 2.7

100% of time committed to the project

Tyrone Tyra, Senior Vice President of Community & Minority Business Development at Commerce Lexington, is a dedicated professional committed to fostering economic opportunities for entrepreneurs in Central Kentucky, particularly within minority communities. With a focus on business development, Tyrone has dedicated his career to providing crucial support to small businesses, offering lending opportunities, technical assistance, and training programs aimed at promoting growth and sustainability.

In his role at Commerce Lexington, Tyrone manages a wide range of responsibilities, including public and private sector purchasing assistance, minority business recruitment, advocacy, and community outreach. Notably, he spearheaded two LFUCG grant projects that administered $6.9 million in small business stability grants, highlighting his proactive approach to securing funding for local businesses.

Tyrone's leadership extends beyond his role at Commerce Lexington, as he actively participates in various boards and committees focused on diversity, equity, and inclusion within economic development. His involvement with organizations such as the Lexington-Bluegrass Minority Business Expo Board of Directors and the Kentucky Association of Economic Development's Diversity, Equity & Inclusion Committee underscores his commitment to promoting inclusive economic growth. With a background in LaSalle University and roots in Detroit, Michigan, Tyrone brings a wealth of knowledge and experience to his role, further enhancing his ability to drive positive change and empower entrepreneurs in Central Kentucky.

B
History of Organization and Statement of Qualifications

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OUR TEAM (cont.)



Niki Goldey

Director of New Business Development, Economic Development

Function: 2.1, 2.11

75% of time committed to the project

Niki Goldey joined the Commerce Lexington team in the fall of 2022 as Director of New Business Development and works alongside her team to demonstrate Lexington's best attributes for companies considering locating or expanding to Lexington. Niki's primary focus is on new business attraction, with focus on the recently identified Strategic Target Industries. She regularly attends trade shows, conferences, and economic development events to establish and maintain relationships with site selection consultants, business leaders, state and local government officials, utility, and transportation representatives. Prior to joining Commerce Lexington, Niki was on staff at VisitLEX for 22 years and most recently served as the Director of Communications where she worked to raise awareness of Lexington as a premier travel, conference, and meeting location. Her primary focus was to establish and maintain vital working relationships with journalists and influencers to encourage positive regional, national, and international stories about Lexington's Bluegrass Region. Niki is a graduate of Transylvania University where she earned a bachelor's degree in business administration with an emphasis in marketing.

B

History of Organization and Statement of Qualifications

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OUR TEAM (cont.)



Cheryl Klever

Director of Business Retention & Expansion, Economic Development

Function: 2.2, 2.11

100% of time committed to the project

As Director of Business Retention & Expansion on the economic development team at Commerce Lexington, Cheryl works alongside her team to demonstrate Lexington's best attributes for companies considering location or expansion to Lexington. Cheryl's primary focus is business retention and expansion. She regularly meets with existing businesses and various industries within Fayette County to learn about their operations, challenges, and successes. She provides companies with a wealth of resources, programs, and services to support and encourage expansion opportunities. Cheryl nurtures healthy relationships with existing businesses to promote a prosperous ecosystem of economic success in Fayette County. Prior to joining Commerce Lexington's team, Cheryl was the Development Manager for one of Central Kentucky's largest nonprofit organizations, Community Action Council. Her primary focus there was to foster relationships between business and community leaders within the non-profit sector. Cheryl has a bachelor's degree in communications from the University of Kentucky.



Katie Vandegrift

Director of Marketing & Research, Economic Development

Function: 2.1, 2.2, 2.8, 2.11

75% of time committed to the project

Katie Vandegrift is a dynamic professional serving as the Director of Marketing & Research for Commerce Lexington's Economic Development team. She plays a pivotal role in maintaining comprehensive data across various sectors including demographics, economy, labor, taxes, real estate, cost of living, and education. Katie is instrumental in managing marketing materials, advertisements, and updating social media and website content to position Lexington as a prime business destination. Katie's academic journey began at Midway University, where she earned a bachelor's degree in Equine Health and Rehabilitation in 2012. After developing an allergy to horses, she returned to her alma mater and obtained a master's degree in business administration in 2021. Her professional career is diverse, with experience in hospitality, the thoroughbred industry, and banking. Katie is deeply rooted in her community in Midway where she is actively involved, serving in leadership positions on various non-profits and boards including the Woodford County Economic Development Authority. Katie's dedication to economic development and community service makes her a vital asset to her team and her community.

B

History of Organization and Statement of Qualifications

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OUR TEAM (cont.)



Falon McFarland

Project Manager, Economic Development

Function: 2.3, 2.5, 2.6, 2.7, 2.8

75% of time committed to the project

Since 2021, Falon McFarland has leveraged her diverse skill set to enhance the Economic Development team. In her role as Project Manager, Falon provides comprehensive administrative support, oversees the Full Stride Capital Campaign, which is over the $1 million mark, coordinates events for community and minority business development programs, offers technical assistance to both aspiring and established small business owners, and contributes creatively to the marketing efforts of the Community and Minority Business Development programs across our social media platforms and website. Before joining Commerce Lexington, Falon accumulated over 11 years of professional experience in the telecommunications industry, specializing in marketing research, product management, and systems analysis. She is deeply committed to fostering relationships within the local small business community, aiming to ensure that every entrepreneur has the requisite knowledge and access to capital for success in their endeavors. Outside of her professional responsibilities, Falon actively engages with her community in various capacities. She holds memberships in the Beta Gamma Omega Chapter of Alpha Kappa Alpha Sorority, Incorporated®, the Central Kentucky Chapter of Jack and Jill of America, Inc., and serves as the Children and Youth Ministry Leader at First Baptist Church Bracktown. Falon holds dual bachelor's degrees in Computer Information Systems and Marketing from Grambling State University, along with an MBA from the University of Texas at Tyler, specializing in Marketing.

B

History of Organization and Statement of Qualifications

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RESUMES

ROBERT L. QUICK, IOM, CCE
Phone: 859-226-1616 | E-Mail: bquick@commercelexington.com

CURRENT POSITION

Commerce Lexington Inc., President, and Chief Executive Officer, 2001–Current

- 1,900-plus member chamber of commerce & economic development group
- 5+ million-dollar operating budget
- Commerce Lexington Inc. formed on January 11, 2004, when the Greater Lexington Chamber of Commerce, Lexington United (Economic Development Group), and the Lexington Partnership for Workforce Development merged.
- Commerce Lexington Inc. is the lead business organization in Central Kentucky for advancing economic development (entrepreneurial start-ups, expansion, retention, and recruitment), public policy, leadership development, domestic and international benchmarking, minority and small business development.
- In 2016, the organization achieved the highest industry distinction being named the Association of Chamber of Commerce Executives, 2016 Chamber of the Year.
- 2018, 2020, & 2021 TOP Economic Entity.

PAST PROFESSIONAL EXPERIENCES

- Metropolitan Evansville (IN) Chamber of Commerce, President and Chief Executive Officer, 1994- 2001
- Iowa City Area Chamber of Commerce, Executive Vice President, 1989 – 1994
- Iowa City Area Chamber of Commerce, Vice President Membership Development, 1988 - 1989
- World Agricultural Expo, Assistant Manager, 1987-1988 (Top 10 World Agricultural event – 1988)
- Ralston-Purina, Inc., Sales Representative, 1985-1987
- United States Department of Agriculture (U.S.D.A.) Economics Division, Economist Assistant, Washington D.C. 20250. May – August 1983
- United States Department of Agriculture (U.S.D.A.), Office of the Secretary – John R. Block, Public Liaison Office, Administrative Assistant, Washington, D.C. 20250. May – August 1982
- National Secretary, National FFA Organization, Alexandria, Virginia 1980-1981
- State President, Illinois FFA Organization, Roanoke, Illinois 1979–1980

B

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RESUMES | ROBERT L. QUICK (CONT.)

PROFESSIONAL ACTIVITIES

- Commerce Lexington Inc., Board Secretary, 2001 – Current
- Lexington Strides Ahead Foundation, Inc., Board of Directors, 2014 – Current
- Business & Education Network (B.E.N.), Board of Directors, 2004 – Current
- Lexington Industrial Foundation, Board Secretary, 2001 – Current
- Federal Reserve Bank of Cleveland - Cincinnati Branch, Lexington Business Advisory Council, 2009 - Current
- Chamber of Commerce of the United States, Chamber of Commerce Committee of 100, 2004 - Current
- Association of Chamber of Commerce Executives (A.C.C.E.)
  - *Benefit Trust Board, Six-Year Term, 2015 – 2020; Board Chair – 2019, 2020*
  - *Past-Chair, Certified Chamber Executive (C.C.E.) Commission Board*
  - *Past ACCE Board Member*
- Central Kentucky Regional Public Policy Group, Group Co-Founder
- Downtown Lexington Partnership, Advisory Board

COMMUNITY INVOLVEMENT

- YMCA of Central Kentucky, Past Board Member, 2010 - 2014

PROFESSIONAL AFFILIATIONS

- Association Chamber of Commerce Executives (A.C.C.E.)
- Chamber of Commerce of the United States

PERSONAL INFORMATION

- Hometown: Bement, Illinois
- Family: Julie A. Quick – Wife, 3 Adult Children
- Church: St. John's Lutheran Church; Church Leader
- Interests: Sports-Softball, Snow Skiing, Basketball; Reading-Business and Political Leadership Books

Education: University of Illinois, Bachelor of Science, Agricultural Economics, 1985

Professional Certification: Certified Chamber Executive (C.C.E.), 1999–Current

B

History of Organization and Statement of Qualifications

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RESUMES (CONT.)

GINA HAMPTON GREATHOUSE

Phone: 859-226-1623 | E-Mail: ggreathouse@commercelexington.com

A dedicated and respected community and economic development professional. Over 30 years of experience in the economic development field, with over 25 of those being focused on improving and promoting the Great Lexington Region. Team leader, creative, energetic, outspoken, outgoing, willing to go the extra mile.

EXPERIENCE

Commerce Lexington Inc. Executive Vice President, Economic Development
2018 - Current

- Manage the economic development team in initiating, developing, and maintaining programs that attract and grow jobs and capital investment to Lexington and the Bluegrass region.
- Manage business attraction efforts focusing on recommended strategic focus areas including, but not limited to Biopharma, Business and Professional Services, AgBio/Agtech, Marketing/Design, Medical Devices, and others.
- Interact with leading national & global site selection consultants, leaders, and real estate brokers.
- Implement economic development goals and objectives for the Lexington and the Bluegrass area and interface and coordinate with clients and various community and regional partners.
- Manage implementation of a $1,000,000 budget including RFP/ grant writing, fundraising, and building sponsorships.
- Responsible for over 25 years of fundraising for the economic development team via the Full Stride Capital Campaign and City funding. Raised over $30,000,000.
- Maintain strong relationships with local CEOs to connect to learn trends, needs, and partnerships.
- Direct the Commerce Lexington project management team to achieve the goals for the Lexington Economic Partnership initiatives such as Business Retention and Expansion outreach, new and expanding business project activity, minority business opportunities, and site visits.
- Coordinate the efforts of the regional Bluegrass Alliance (BGA). Organize marketing trips to major cities with site selection consultants for Lexington and the BGA regional partners.
- Represent and share Commerce Lexington's economic development mission at regional, national, and global events. Biotechnology Industry Organization (BIO), Select USA, Area Development Forums, Consultant Connect.

B

History of Organization and Statement of Qualifications

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RESUMES | GINA HAMPTON GREATHOUSE (CONT.)

- Represented the Lexington and the Bluegrass on trade missions to Japan, China, Germany, Dubai, and the United Kingdom. Interfaced with existing businesses with operations in those countries.
- Interact with state, local and federal officials. Governor's Office, Kentucky Cabinet for Economic Development various Kentucky State Agencies, Congressional Offices, and others.

Commerce Lexington Inc., Lexington, KY Senior Vice President, Vice President—Economic Development (2004–2018) Senior Project Manager, Project Manager(1995-2004)

- Worked with economic development team charged with promoting Lexington and Central Kentucky as a profitable place for companies to locate and expand.
- Managed business attraction efforts with focus on strategic targets in technology including data centers, manufacturing, business and professional services, life sciences, and distribution.
- Assisted new and existing clients in the site selection process by providing necessary information, such as financing, taxes, state/local incentives, workforce data and training, real estate, utilities, and local business connections.
- Managed a six-person project management team focused on the core economic development practices.
- Maintained and cultivated relationships with investors, board of directors, elected officials, site selection consultants, and economic development professionals.
- Coordinated regional strategic plan for economic development.
- Managed marketing initiatives in collaboration with team and marketing agency to promote Lexington and Central Kentucky as a place for business.

Kentucky Cabinet for Economic Development Project Manager (1993–1995)

- Responsible for promoting economic development in Kentucky by marketing and recruiting new companies to locate or expand into all areas of Kentucky.
- Responsible for preparing financial proposals used to recruit manufacturing and service companies.
- Assist clients with site selection process through all phases of project.
- Liaison between various state governmental agencies with clients.
- Located over 30 new companies across Kentucky which lead to the creation of over 3,800 jobs.

B

History of Organization and Statement of Qualifications

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RESUMES | GINA HAMPTON GREATHOUSE (CONT.)

Kentucky Cabinet for Economic Development Assistant State Enterprise Zone Coordinator (1990–1993)

- Responsible for promoting economic development in Kentucky by marketing and recruiting new companies to locate or expand into Kentucky's 10 Enterprise Zones.
- Coordinated and presided over monthly meetings of the Kentucky Enterprise Zone Authority.
- Responsible for managing and coordinating various activities of the ten local zone administrators.

Kentucky Governor's Office for Policy and Management Policy Budget Analyst Senior (1990), Policy Analyst (1988–1990)

- Responsible for analysis of Policy and Budgets of Kentucky's Educational System which involved the preparation of biennial budget, reports, briefing documents and other materials for presentation to the State Budget Director, the Governor, Executive Branch Officials and others.
- Instrumental in the preparation of the 1990 Kentucky Education Reform Act.

EDUCATION

University of Kentucky, Lexington, KY

- Bachelor of Business Administration, Graduated May 1988 with Honors

COMMUNITY AND INDUSTRY INVOLVEMENT

- International Economic Development Council, Member
- Industrial Asset Management Council, Member
- Kentucky Association for Economic Development (KAED), Board Member
- Japan America Society of Kentucky
- American Chamber of Commerce Executives
- LexArts, Board of Directors
- Opportunities for Work and Learning (OWL), Board Member
- 2016 KAED Economic Development Professional of the Year
- Member of the 2016 American Chamber of Commerce Executives Chamber of the Year team
- President of Opera House Square Neighborhood Association

B

History of Organization and Statement of Qualifications

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RESUMES (CONT.)

TYRONE TYRA

Phone: 859-223-6233 | E-Mail: ttyra@commercelexington.com

Extensive experience as a senior level administrator in an economic development agency; direct sales for national corporations; business trainer and consultant; entrepreneur; Key manager of Chamber named 2016 American Chamber of Commerce Executives Chamber of the Year; and business manager for the company designated as the 2002, 2001,2000 Small Business Association's Micro-lender of the Year.

EXPERIENCE

Senior Vice President Community & Minority Business Development, Commerce Lexington, 2016-Present

Vice President Community & Minority Business Development, Commerce Lexington, 2005- 2016

Vice President for Business Development, Community Ventures Corporation (CVC), 1995-2005

ACCOMPLISHMENTS

- Key Contributor to Commerce Lexington's 2016 American Chamber of Commerce Executives National "Chamber of the Year Award"
- Responsible for 57% increase in Ethnic Minority membership in first 15 months with Commerce Lexington
- Created Minority Business Accelerator in 2013
- Coordinated over $13.5 million in procurement opportunities for Minority Business Enterprises
- Grew Access Loan Program for $4.2 to $23 million
- Expanded lending partners from 12-26
- Expanded CVC's client list from 65 to 320 in 6 years
- Managed over $1 million SBA loan portfolio
- Instrumental in developing networks to supply CVC with expanding markets
- Increased service area from 17 to 31 counties including three satellite offices
- CVC's Business Division named 2002, 2001, & 2000 U.S. Small Business Administration's Micro-lender of the Year

B

History of Organization and Statement of Qualifications

B.1 – B.3
A list of individuals that would be actively engaged and involved in the project along with the percentage of their time that will be committed to the Lexington-Fayette County efforts related to the project.

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Describe the qualification(s) of key staff to achieve the outcomes required under the RFP.

RESUMES | TYRONE TYRA (CONT.)

RESPONSIBILITIES

Marketing

- Growth of Minority Business Accelerator
- Promotion of Access Loan Program
- One-on-One technical assistance to perspective business owners & entrepreneurs
- Coordinating with other regional supplier diversity firms to grow participation
- Increased client base by building a network via participation in diverse organizations and events
- Support Commerce Lexington with membership in national and regional organizations
- Working with national for-profit corporations to connect local minority business enterprises
- Provide support to small chambers in the region in assisting businesses with access to capital
- Support Commerce Lexington with membership on several community board
- Presented to several community organizations no less than 15 times yearly on CVC's programs and services
- Coordinated and supervised the business division's comprehensive recruitment efforts

Management

- Manage 5-8 Minority Business Accelerator members
- Coordinating consultant activities to assist MBE's
- Management of Minority Business Development Advisory Committee
- Synchronize activities of Access Loan Sub- & Full committees
- Timely reporting to Commerce Lexington Board of Directors
- Technical assistance to start-up & existing small businesses
- Supervised 6-7 Business Development Specialists
- Managed department budget of over $750,000
- Responsible for training and development of a nationally recognized staff.
- Determined credit potential and liability of clients

B

History of Organization and Statement of Qualifications

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RESUMES | TYRONE TYRA (CONT.)

- Project director for several CDBG and loan funds including partnership grants with Kentucky State University, Small Business Administration Loan Fund and School-to Work grant
- Recruited and serviced 13 in-house incubator clients

Strategic Planning

- Created a business plan and mission statement for CVC's business development division including research, data analysis, and action plans to meet increasing demands for clients
- Executed plan using a multi-tiered continuum of services
- Developed methods and procedures for recovery on defaulted loans

Collections

- Responsible for recovery of defaulted and delinquent loans
- Served as collections' liaison for staff on defaulting clients
- Operated as Legal contact to report to CFO

Business Development Specialist Community Ventures Corporation (CVC), 1995-2002

ACCOMPLISHMENTS

- Successfully managed client portfolios of $250,000
- Decreased delinquency rate by 12%
- Increased client base by 5%
- Developed training curriculum for Business, Planning and Feasibility program

RESPONSIBILITIES

- Supported entrepreneurial recruitment in 17 Bluegrass counties
- Provided classroom training and technical assistance to new business developers focusing on budget development, market research, basic accounting and inventory management
- Provided ongoing assistance throughout the development of clients' businesses
- Assisted in securing funding for clients
- Determined credit potential and liability of applicants
- Coordinated loan application process from application through disbursement
- Provided post-loan technical assistance

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RESUMES | TYRONE TYRA (CONT.)

PROFESSIONAL AFFILIATIONS

Kentucky Chamber of Commerce Small Business Council-2012-Present

American Chamber of Commerce Executives' Diversity Equity & Inclusion Division Member, Kentucky Supplier Diversity Collaborative

Vice Chair of Mayor's Economic Development Committee Kentucky SBA Lenders Conference Committee

Member, former Co-Chair Bluegrass Minority Business Expo Committee Commerce Lexington Access Loan Committee- 2001 to Present Lexington Transit Authority-2007-2013

Member United Way of the Bluegrass Board of Directors- 2007- 2017

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RESUMES (CONT.)

NIKI GOLDEY
Phone: 859-226-1622 | E-Mail: NGOLDEY@commercelexington.com

EXPERIENCE

Commerce Lexington, Inc. Director of New Business Development, Economic Development, 9/2022 - current

- Assist the Executive Vice President for Economic Development and team in strategic planning of marketing initiatives to recruit new primary business to the central Kentucky region.
- Attend national forums, conferences, and trade shows to demonstrate central Kentucky's quality of life and opportunities for business development.
- Initiate and manage new business prospect activity and coordinate site visits with state, local, and industry partners as necessary.
- Work alongside internal team to support existing business retention, expansion, and entrepreneurial development.
- Collaborate with regional economic development partners to coordinate meetings, special events, programs, and project updates.
- Demonstrate ability to analyze and communicate data relevant to workforce, wages, tax revenues, capital investment, real estate development and other primary economic development factors as appropriate.
- Coordinate economic development packages with Kentucky Cabinet for Economic Development & Lexington-Fayette Urban County Government to demonstrate central Kentucky's primary assets.
- Assist clients and site selection consultants in obtaining information on environmental regulations, transportation, utilities, real estate options, available incentives, and funding sources, etc.
- Remain current about federal, state, or local legislation/regulation changes, which affect economic development.

Director of Communications, VisitLEX, August 2008-July 2022

- Responsible for attracting media professionals to facilitate travel articles.
- Developed and maintained relationships with editors and freelance journalists.
- Facilitated internal and external communication plans on behalf of leisure, meeting sales and organizational marketing efforts.
- Managed relationship with national PR firm and local agency.
- Planned and executed media events in feeder cities.

B

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RESUMES | NIKI GOLDEY (CONT.)

- Prepared itineraries and hosted domestic and international journalists.
- Created, prepared, scheduled and distributed e-marketing messages to key leisure travel markets, industry partners, convention sales markets and community leaders.
- Wrote and distributed press releases.
- Maintained media relations and film sections of VisitLEX.com.
- Managed photo/video libraries and delivered assets for internal and external projects.
- Contracted with photographers and collaborated with agency of record to ensure photo/video library contained necessary assets for VisitLEX projects.
- Wrote and edited articles for incoming groups to increase meeting attendance.
- Maintained working knowledge of new developments in Lexington and the region.
- Coordinated with broadcast media, film crews and the KY Film Office/Commission.
- Worked with marketing team on social media outreach and managed influencer relationships.
- Maintained CRM, tracked coverage and sent reports to staff and industry partners.

Media/Communications Manager, Lexington Convention and Visitors Bureau, July 2002-July 2008

- Proactively facilitated editorial opportunities by attending media showcases and developing relationships with editors and freelance journalists.
- Planned all itineraries and entertained all incoming domestic and international media.
- Responded to requests from all media.
- Tracked editorial coverage and maintained communications CRM.
- Managed photography and video assets.
- Produced and maintained marketing/promotional materials.

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RESUMES | NIKI GOLDEY (CONT.)

Marketing/Information Services Assistant, Lexington Convention and Visitors Bureau, August 2000-June 2002

- Responded to requests from media for information on Lexington.
- Tracked editorial coverage and maintained communications CRM.
- Assisted sales team in the development and execution of familiarization programs.
- Updated and maintained internal systems and materials.
- Assisted in development of collateral materials.

EDUCATION

Bachelor of Arts, Business Administration with Marketing Emphasis, 2000, Transylvania University

PROFESSIONAL AND COMMUNITY INVOLVEMENT

2000-2022	Public Relations Society of America, member
2000-2022	Kentucky Tourism Industry Association, member
2020-2022	Kentucky Film and Digital Entertainment Association, Inc., board member
2022-present	Kentucky Association for Economic Development, member
2023-present	International Economic Development Council, member
2024-present	Southern Economic Development Council, member

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RESUMES (CONT.)

CHERYL L. KLEVER

Phone: 859-227-0911 | E-Mail: cklever@commercelexington.com

EXPERIENCE

Director of Retention & Expansion, Commerce Lexington Economic Development 10/2019–CURRENT

- Collaborates meetings between various organizations and existing business community to support workforce development, provide knowledge on training grants, tax incentives and current business climate in Fayette County and region.
- Connects employers and employees to encourage workforce development.
- Monitors, manages compliance reports and projects pertaining to workforce development in central Kentucky region.
- Develops and initiates industry specific network events to provide best practices, and monitors performance.
- Identifies and reviews funding contracts to ensure compliance.
- Maintains open communication by presenting regular updates on project status to employers, economic development, and executive team members.
- Fosters relationships with existing business community and stakeholders to promote positive working relationships.
- Identifies plans and resources required to meet project goals and objectives.
- Heads team projects specializing in design and launch activities.

Development Manager, Community Action Council 9/2011–9/2019

- Partnered with board of directors, senior management, and department to align project goals with business strategy and define project milestones.
- Managed and coordinated solicitation of private, corporate and foundation gifts to secure unrestricted revenue.
- Identified funding opportunities and lead the planning and implementation of all fundraising opportunities and events to meet annual development goals, including annual giving and planned giving initiatives.
- Recruited and managed tasks, time sheets and coordination of volunteers
- Created and managed annual signature fundraiser event to secure stakeholder commitments and created public awareness for organization.
- Drove departmental performance and achievement of service levels through focused team operational reviews, structured coaching and managing to enterprise targets.

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RESUMES | CHERYL L. KLEVER (CONT.)

EDUCATION & CERTIFICATIONS

August 2011, Bachelor of Science, Communication, University of Kentucky

June 2004, Associate of Science, Liberal Arts and General Studies, Harrisburg Area Community College

SKILLS

- Professional Leadership skills
- Sensitive to diversity
- Passionate about community
- Tenacious spirit to achieve goals
- Distinguished written and verbal communication
- Dedicated to enhancing quality of life

ACTIVITIES

I've been invested in community engagement since 2009 when I volunteered to be a Troop Leader for Girl Scouts of America. Since then, I've discovered ways to stay involved with various committees, organizations, and community driven conversations. During my career at Community Action Council, I joined the Employee Engagement Committee, registered as an Emerging Leader at Commerce Lexington, facilitated, and hosted annual On the Table discussions, joined Lexington Forum as a member, and accepted the nomination as Board member for LFUCG Neighborhood Action Match Board which I am still involved. In 2017, I became a Certified Community Action Professional. Between 2019 and 2021, I was the President for Parent Teacher Student Association and Track & Field Booster Club. To date, my children and I volunteer at the Salvation Army.

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RESUMES (CONT.)

KATIE VANDEGRIFT

Phone: 859-226-1621 | E-Mail: kvandegrift@commercelexington.com

EXPERIENCE

Director of Marketing & Research, Commerce Lexington Economic Development, 2020–Current

- Collaborate with the economic development team to drive recruitment, support existing businesses, and foster entrepreneurial growth.
- Maintain comprehensive logs and databases of business interactions, tracking employment trends, wages, and regional company challenges
- Monitor news outlets to stay abreast of client activities and pertinent economic developments.
- Assist in crafting proposals detailing Lexington's corporate climate, encompassing taxes, financing, incentives, labor, and workforce data.
- Provide clients and consultants with crucial information on regulations, transportation, utilities, real estate, and funding sources.
- Manage marketing initiatives and social media promotion to position Lexington as an attractive business destination.
- Write articles for various publications and manage content for the Locate in Lexington website and associated social media.
- Monitor legislative and regulatory changes impacting economic development.
- Participate in recruitment trips, trade shows, and special events as needed to meet prospects and partners.
- Maintain relationships with regional leaders, economic developers, chamber executives, consultants, and staff at the Kentucky Cabinet for Economic Development
- Assist the Executive VP with business briefings, board reports, and preparing metric reports for local government officials
- Respond to RFPs, manage prospect inquiries, and coordinate press releases and business profiles.
- Regularly update and maintain statistical data for chamber publications and the Greater Lexington Business Prospectus
- Conduct quarterly real estate tours, and maintain a comprehensive commercial real estate database for Lexington and the region
- Develop methodologies for analyzing business location trends and supporting recruitment efforts, including arranging community visitations, and preparing local economy overviews.

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RESUMES | KATIE VANDEGRIFT (CONT.)

Marketing & Administrative Manager, Commerce Lexington Economic Development, 2019–2020

- Supported the process for business expansion/relocation in Lexington and the region
- Managed overall office operations for Economic Development Division, including inventory management, telephone inquiries, correspondence assistance, and equipment maintenance.
- Provided administrative support to economic development team and CEO by coordinating meeting set-up, ordering lunches, and maintaining a professional office environment
- Assisted with updates to websites, e-newsletters, and commercial property databases
- Supported Economic Development Department with administrative tasks, event preparation, editing press releases, and delivering department materials.
- Coordinated program logistics, including distribution lists, meeting notices, reservations, billing, and event set-up; updated program website regularly.

Personal Banker, WesBanco/United Bank & Capital Trust Company (merged in 2018), 2018–2019

- Proactive member of the banking center team by being an initial contact for new and existing clients.
- Identified and resolved complex customer service opportunities and issues.
- Supported the retention and growth of profitable client relationships through sale of basic deposit and consumer loan products.
- Analyzed required financial and personal data to cross sell products and services to the customer.

BSA Compliance Analyst, WesBanco/United Bank & Capital Trust Company, 2017–2018

- Provided strategic and comprehensive review of OFAC and 314a cases to ensure compliance with regulatory standards and internal requirements.
- Oversaw the generation of CIP and MOI reporting.
- Held accountable for Subpoena log management.
- Aided in CRA reporting and the performance of SAR research.
- Conducted monthly monitoring of high-risk consumers.
- Performed in various capacities as a BSA Specialist II, Deposit Compliance Specialist and Title Insurance Specialist as needed.

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RESUMES | KATIE VANDEGRIFT (CONT.)

- Served as the Compliance Committee Secretary

Risk Support Specialist, WesBanco/United Bank & Capital Trust Company, 2017

- Served in a role providing support to the Enterprise Management Department, aligning performance with organizational objectives.
- Prepared materials utilized in various meetings.
- Purchased and administered supplies and maintained supply storage.
- Analyzed and updated vendor management documents.
- Held accountable for records management specific to Attorney liability insurance, subpoena log, fraud files, after-hours call list, and calendars.
- Approval authority for liability insurance.
- Performed tasks as the Title Insurance Specialist in their absence.

Bank Teller, WesBanco/United Bank & Capital Trust Company, 2015–2017

- Engaged with customers to assess needs, present solutions, and answer banking inquiries.
- Processed monetary transactions including deposits, withdrawals, and payments.
- Presented new and additions solutions to clients.
- Balanced the vault and ATM transactions daily.
- Performed onboarding activities in support of new customers

Office Manager, Lantern Hill Farm 2012–2017

- Managed administrative functions through the oversight and performance of various duties.
- Processed monthly client billing.
- Organized logistics of thoroughbred sale consignments.
- Oversaw records management of farm data.

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RESUMES | KATIE VANDEGRIFT (CONT.)

EDUCATION AND CERTIFICATIONS

Master of Business Administration, 2021, Midway University

Bachelor of Science, Equine Health & Rehabilitation, 2012, Midway University

Kentucky Institute for Economic Development, 2020

Leadership Lexington, 2023

PROFESSIONAL AND COMMUNITY INVOLVEMENT

President - Midway Woman's Club, 2020 – present

Treasurer - Midway Woman's Club, 2012 – 2020

Board Member - Woodford County Economic Development Authority 2017–2019

Chair & Founder - Midway Childcare Task Force, 2017–2019

Campaign Manager / Treasurer - Grayson Vandegrift for Mayor 2014 & 2018
Co-coordinator - Midway Fall Festival, 201

B

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RESUMES (CONT.)

FALON MOORE MCFARLAND

Phone: 859-226-1621 | E-Mail: fmcfarland@commercelexington.com

EXPERIENCE

Project Manager, Commerce Lexington Economic Development, 10/2023 – Present

- Manages the Full Stride Capital Campaign approaching $1 million in investments.
- Manage the facilitation of financial literacy classes sponsored by minority business development from planning to execution.
- Coordinates networking events such as the Opportunity Exchange
- Provides technical support to aspiring and existing small business owners.
- Assists in the marketing management of the Economic Development and Community & Minority Business Development social media platforms.
- Provides editing and production of articles for the Economic Development and Community & Minority Business department in our business publication, press releases, board reports, and newsletters.
- Creates presentations, detailing the program elements of Community & Minority business platform to aspiring and existing business owners.
- Represents Commerce Lexington at networking events and community partnership programs.
- Manages the marketing of Community & Minority Business programs including content creation for financial literacy classes via social media and advertisements; creation of marketing materials used in magazine publications, sponsorship materials, and news journals; co-coordinated, co-wrote and reviewed video content for 10th Anniversary of the Minority Business Accelerator program.
- Assist with Ribbon Cuttings and other Full Stride/Top Investor events.
- Oversees administrative support to the team.
- Assist in the maintenance of commercial real estate databases and community and minority business development website.

Administrative Project Coordinator, Commerce Lexington Economic Development, 7/2021–10/2023

- Coordinate and assist with the activities and special projects of Community & Minority Business Development, such as the Opportunity Exchange, FDIC backed Money Smart for Small Business classes, and the LFUCG Small Business Economic Recovery Grant.

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RESUMES | FALON MOORE MCFARLAND (CONT.)

- Manage new prospect projects for the Economic Development team through assisting clients and site selection consultants in obtaining information on environmental regulations, transportation, utilities, real estate options, available incentives, and funding sources, etc.
- Oversees administrative functions, assist with event preparation and coordination, and supplies for special events including Geeks Night Out, Networking Groups, Ribbon Cuttings, etc. Assist Department with editing and production of press releases, board reports, newsletters, project/client materials, etc.
- Assist in the management of social media platforms and commercial real estate databases.

Lumen Technologies (formerly CenturyLink, Incorporated) – Monroe, LA, 7/2005–11/2016 | Product Manager, Senior/Lead Analyst, Business Systems, Product Integration - Marketing

- SME Analyst for L-Qwest CRIS/ACSR billing systems for HSI Promotions and Prism Product and Promotion set up.
- Cross-functioned with IT, Billing, Process, and Segment partners daily to ensure accurate pricing, front-end rep and Online visibility, accurate scenario availability, and accurate bill formatting.
- Developed specific requirements and delivered to IT, based on the needs of the Product Segment team.
- Assumed Responsibility for L-CTL Ensemble billing system for HOA and MDU Product and Promotions.

Analyst I, Coordinator – Product Support - Marketing

- Consistently achieved high standard of billing code quality for setup in billing, tables, sales, ordering, provisioning and reporting.
- Led, guided, and instructed new hires in daily processes for accurate billing code set up, conversion related tasks such as data querying, early termination fees, quality assurance, and system integration.
- Implemented matrix for HOAs during early phases of price plan setup to assist in quality billing code setup, provisioning documentation. These matrices now serve as a reference for future HOA/MDU setup as well as reference for Customer Service account set up and training documentation.

Market Research Analyst - Marketing

- Researched industry competitors via cold calling techniques, website analysis.
- Created content for small focus groups.

B

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RESUMES | FALON MOORE MCFARLAND (CONT.)

- Wrote surveys targeting consumers and potential consumers in various service markets.

EDUCATION AND CERTIFICATIONS

2020 Master of Business Administration, University of Texas at Tyler

2005 Bachelor of Science, Computer Information Systems, Grambling State University

2005 Bachelor of Science, Marketing, Grambling State University

2021 Kentucky Institute for Economic Development – Coursework Completion

PROFESSIONAL AND COMMUNITY INVOLVEMENT

2022–Present Central Kentucky Chapter of Jack and Jill of America, Inc.

2021-Present Kentucky Association for Economic Development 2021-Present
Beta Gamma Omega Chapter of Alpha

Kappa Alpha Sorority, Incorporated

2021-Present Children & Youth Ministry Leader, First Baptist Church Bracktown
2012-2015 Longview (TX) Habitat for Humanity

B
History of Organization and Statement of Qualifications

B.4
Describe why your organization is best suited for selection of the project on behalf of LFUCG.

HERE'S OUR PROOF

The Lexington-Fayette Urban County Government (LFUCG) has partnered with Commerce Lexington for many years to provide continuity and enhanced focus in the areas of business, economic development, minority business development, and workforce development. This partnership and its funding from the LFUCG have leveraged additional funding from the private sector resulting in a greater than 3 to 1 ratio. The business relationships that come with it are invaluable. We have grown from a small recruiting and marketing organization once known as Lexington United, to a very strong organization that is deeply committed to Lexington and the Bluegrass Region. Here's our proof:

COMMERCE LEXINGTON AWARDS AND RECOGNITIONS

Large Metro Economic Development Organization, *Business Facilities (2024)*
First-Rate Economic Development Agency, *Southern Business & Development (2020)*
Unity Award, Alpha Beta Lambda Chapter Education Foundation (2022)
Mac Conway Award for Excellence in Economic Development, *Site Selection Magazine (2018, 2020 & 2021)*
#1 Chamber of the Year, *Association of Chamber of Commerce Executives (2016)*
Economic Professional of the Year, Gina Greathouse, *KAED (2016)*
ACCE's Grand Award – Communications & Marketing – *"Here's our Proof" (2015)*
Marketing Campaign Marketing Slogan of the Year Winner, *fDi Intelligence (2017)*
Perfect Score, Existing Business Support, *Financial Time-Nikkei (2022 – 2023)*

LEXINGTON AWARDS

#10 Top Metro by Number of Economic Development Projects, *Site Selection Magazine (2023)*
#7 Top Metro by Number of Economic Development Project per Capita, *Site Selection Magazine (2023)*
#7 Mid-sized Metro with Best Business Climate, *Business Facilities (2023)*
Leading Metro Location for Economic Growth, *Area Development (2023)*
#8 Best Cities for Food Manufacturing, *Global Location Strategies (2023)*
#3 Friendliest City in the US, *Readers' Choice Awards (2023)*
#2 Best Run City in America, *WalletHub (2023)*
Top 100 Best Places to Live in the U.S., *Livability (2023)*
13th Most Educated City in Advanced Degrees, *U.S. Census (2023)*

STATE AWARDS

Top Five State by Number of Economic Development Projects Per Capita (Kentucky), *Site Selection Magazine (2019 - 2023)*
Top Ten State by Number of Economic Development Projects (Kentucky), *Site Selection Magazine (2019 -2020 & 2022)*
Gold Shovel Award (Kentucky), *Area Development (2022 & 2023)*
Silver Shovel Award (Kentucky), *Area Development (2019 & 2020)*

B

History of Organization and Statement of Qualifications

B.5
Provide references for completed projects similar to the project you have responded to in your proposal.

ENDORSEMENTS

"I wanted to write a brief note describing the very positive experience we had hosting one of our Destination Summits in Lexington in partnership with the Commerce Lexington team. We do these events all over the Country and it doesn't happen often where we work with a team that is as detail oriented as us! In hosting 9 site consultants and 7 economic developers, the Commerce Lexington left no stone unturned as they rolled out the red carpet for the guests. They really provided a unique experience to those on the ground and the site consultants left Lexington with a very positive updated perception of the region. They also have a very engaged group of partners and stakeholders that really helped to tell the Lexington story. The region has a lot to offer and consultants truly believe it is a region that has a high opportunity for growth!"
–**Nick Riashi, Sr. Director, Consultant Connect**

"I am just arriving back in Tryon, NC after a wonderful few days in your beautiful city. From my experience it's rare that a city the size of Lexington is able to retain the charm that I discovered during my visit. Thank you as our hosts for making the visit experiential, informative and entertaining. That's a winning combination."
–**James Blair, Managing Director, Navigator Consulting**

"Thanks again for hosting lunch yesterday. I was really impressed by that three-county collaboration on the development of that new site. I can't say I've even seen that kind of skin-in-the-game collaboration. Let me know if I can ever help you all out. If I get down that way, I'll be sure to let you know. "
–**Jacon Everett, CEcD, Founder, Corsa Strategies**

"Thanks so much for hosting lunch yesterday. It was very well done and informative. I hope we have the opportunity to work together in the future."
–**Chad Sweeney, Sr. Principal, Ginovus**

"I know I'm biased as I do own horses and love the equine industry, but I can say that this is one of the more interesting community visits I've made. We walk through a lot of community colleges and technical schools on these types of visits which is great, but you all took it up a notch by taking us to see the equine hospital. I learned a lot about your community and was glad to participate."
–**Kathy Mussio, Partner, Atlas Insights** *(phone conversation)*

"I enjoyed attending Commerce Lexington's consultant event at Fasig-Tipton. It was a very unique event mixing area CEOs, government officials, and visiting site selection consultants. Witnessing first-hand how Commerce Lexington works to attract new business to the area was impressive and I look forward to future collaboration."
–**Allen Waugerman, President & CEO, Lexmark**

B
History of Organization and Statement of Qualifications

B.5
Provide references for completed projects similar to the project you have responded to in your proposal.

ENDORSEMENTS (CONT.)

"After almost 40 years as an Economic Developer, I have never been more excited to participate with our partners in Madison, Fayette and Scott Counties to implement a true benchmark regional Business Park. From the time we (the partners) met together with SSG on our site visit and developed our "plan" on how to structure a collaborative and cooperative venture, the process is working. I have always been proud of our teamwork with Fayette County and Commerce Lexington and now truly bringing together the essence of regionalism and it "can and will work."
–Jack Conner, Executive Director, Scott County United

"When assembling the sales team for prospect visits, Commerce Lexington has the RIGHT people at the table. They keep us engaged in the process of RFPs. They know when to ask for assistance. Commerce Lexington's economic development team takes a comprehensive approach to fostering economic growth, staying attuned to trends and emerging technologies, and leveraging industry expertise to position Lexington and the surrounding region for continued success. Columbia Gas proudly supports its dedication to fostering growth and creating opportunities in Lexington and the entire region."
–Tyler Burke, Manager, Large Customer Relations & Economic Development, Columbia Gas

"CLARK, a top 10 global forklift manufacturer with its North America headquarters and manufacturing in Lexington, KY, made a commitment to the region over 40 years ago and continues to enjoy its business relationship with the community, especially in Fayette County. Commerce Lexington provided vital support early on with everything from land development contacts and local land availability to personnel seeking employment. They have always had the pulse of the county, and knew where to turn when we needed local support. Their organization's contact support and credibility have introduced CLARK to the community through various programs, most notably the annual Train the Trainer program during National Forklift Safety Day. CLARK's participation in the Regional Leadership Council has become a critical part of their long-range business planning, providing unparalleled cohesive reporting and dialogue. As a Full Stride Investor, CLARK believes in the power of a strong local Commerce and looks forward to many more years of collaboration with Commerce Lexington."
–Dennis Lawrence, President and C.E.O.

B

History of Organization and Statement of Qualifications

B.5
Provide references for completed projects similar to the project you have responded to in your proposal.

ENDORSEMENTS (CONT.)

"Commerce Lexington has been instrumental in the following areas and events: Hosting incentive forum for existing BGS businesses. Cultivating growth through incentives for potential businesses at BGS. Providing step by step growth path for KD Analytical, an existing BGS business. Invited and assisted with tours and business plans for potential business, MEOS."
–General Steve Collins, Director, Bluegrass Station, Department of Military Affairs

"I am writing this letter of recommendation on the programs and partnerships that have been created through Commerce Lexington and the Community and Minority Business Development Program. I have had the pleasure of working closely with Tyrone over a number of years. His leadership, dedication, expertise and commitment to fostering community minority business development has significantly enriched the efforts within this Community and region. While altering the landscape of business development and leveling the playing field. It has been nothing short of exceptional. His strategic insights and innovative approach have been instrumental in driving meaningful change towards business development and advancing the cause of Minority and Community Economic Development."
–Edward Holmes, AICP, President, EHI Consultants

Commerce Lexington has been a long-time supporter and partner with the University of Kentucky on many economic development programs and initiatives. While UK has been a general sponsor of many Commerce Lex programs, in recent years, that growth has focused on minority business development. There are a number of innovative programs offered by the Minority Business Development office, such as: Access Loan, Money Smart for Small Business classes, Minority Business Accelerator, Opportunity Exchange, and Black Faith Leaders Collaborative. In 2022, Commerce Lexington became one of the first supporters for the Turner-UK Construction Diversity Accelerator, a 10-week construction development program to upskill minority contractors to be more competitive in the construction industry. That support continues today. The program has graduated nearly 50 contractors who are capable of bidding on projects and winning contracts. Commerce Lexington also participates in other UK events such as: certification events, construction outreach events, veteran-owned business events, and events that support students on campus through diversity and hiring fairs.
–Marilyn Clark, Economic Inclusion Manager, University of Kentucky

B
History of Organization and Statement of Qualifications

B.5
Provide references for completed projects similar to the project you have responded to in your proposal.

ENDORSEMENTS (CONT.)

"VisitLex deeply appreciates the collaborative efforts and strategic partnership with CLX in promoting Lexington as a premier destination for business meetings and events. Our ongoing business outreach initiatives, supported by CLX, have been instrumental in attracting a diverse range of companies to host their meetings in Lexington. This partnership not only enhances our city's visibility as a top-tier meeting location but also drives economic growth and fosters a vibrant business community. Together, we continue to set new benchmarks in service excellence and create memorable experiences for all our corporate visitors."
–Mary Quinn Ramer, President, VisitLEX

"Commerce Lexington is a key partner to our economic development efforts at Kentucky Utilities. Their strength for collaboration makes it easy for our team to quickly respond to prospective and importantly existing customers. Commerce Lexington has strong relationships with many of our same stakeholders which make us more effective. They help us stay united to accomplish the same goals of seeing Lexington, the bluegrass region and the Commonwealth, grow and prosper. We at KU are proud to partner with Commerce Lexington."
–Roxann Fry, CEcD, Manager, Business & Economic Development, LG&E and KU Energy LLC

"The University of Kentucky (UK) and Commerce Lexington have been working together for many years on economic development projects and marketing the central Kentucky region. It is a strong, mutually beneficial relationship. There are many examples of the good work these entities do together. One of the biggest is a major economic development agreement between UK and the City of Lexington government to create a 200-acre industrial park. This agreement originated in a land task force meeting where Commerce Lexington brought together representatives from government, business, UK, and other landowners. Other examples include:

- Assistance on a Product Development Initiative grant applications where UK received $500,000 from the state to build laboratory space at the Coldstream Research Campus.
- Marketing UK's Coldstream Research Campus to prospective tenant and site selection consultants.
- Presentations on economic development and site development for visiting chambers of commerce looking at what Lexington has done well.
- Working together to sell the Bluegrass Region by assembling appropriate UK personnel to meet with business prospects.

B
History of Organization and Statement of Qualifications

B.5
Provide references for completed projects similar to the project you have responded to in your proposal.

ENDORSEMENTS (CONT.)

- Revitalizing the Biotech industry affinity group and having a presence at the Biotech Industry Organization's (BIO) International Convention to enhanced research and development efforts at the university.
- We are proud of the work we have done together and appreciate the willingness of the Commerce Lexington Economic Development team to work with UK on mutually beneficial projects."

–**George Ward, AVP for Economic Development & Real Estate, University of Kentucky**

"Commerce Lexington has been a valuable partner to Belcan for nearly two decades. They have helped us in so many ways. Some examples are, navigating the complexities of government initiatives, real estate deals, event organization, and much more. They are a true partner and a valuable asset for businesses in central Kentucky."
–**Ben Marsico, VP, Resource Alignment and Program Manager, Belcan**

"University of Kentucky Innovation Connect has been pleased to partner with Commerce Lexington to foster a thriving ecosystem for innovation and economic growth in our region. Our collaboration on place-based federal grant programs such as NSF Engines and EDA Tech Hubs has laid the foundation for establishing robust technology hubs that drive progress and prosperity. The joint effort to create a Kentucky-themed footprint at the BIO International Conference in 2023 and 2024 has significantly elevated our profile in the BIO industry, to aid in attracting investments and spurring growth in life sciences investments and technologies in our region. Additionally, our continued coordination in attracting and nurturing businesses to the Bluegrass Region underscores our commitment to catalyzing sustainable development. Through strategic planning, roundtable discussions, and facilitating access to research and regulatory resources, we are collectively building a dynamic life sciences industry that promises enduring benefits for our region and beyond."
–**Landon Borders, Innovation Connect Executive Director, University of Kentucky | Chelsea Ex-Lubeskie, Innovation Connect Manager, University of Kentucky**

"The Kentucky Career Center – Bluegrass and Commerce Lexington has had an ever-growing partnership over the last several years. Commerce Lexington's work with the Lexington Economic Partnership has become a testament to their leadership and ability to bring organizations together for the common good and create a

B

History of Organization and Statement of Qualifications

B.5
Provide references for completed projects similar to the project you have responded to in your proposal.

ENDORSEMENTS (CONT.)

positive lasting effect. The connections forged through their work on LEP has assisted workforce in the Bluegrass to create lasting connections with businesses and community partners in Fayette County. In addition, their skills and expertise regarding the Lexington-Fayette County economy have proved invaluable to planning workforce efforts for the county's citizens."

–Rolando Thacker, Business Services Manager, Bluegrass Area Dev District | Staci May, Planning and Information Manager, Bluegrass Area Development District

"The strong partnership between Bluegrass Community and Technical College (BCTC) and Commerce Lexington is invaluable as we advance workforce and economic development in Central Kentucky. Commerce Lexington's leadership in this space has greatly assisted BCTC's ability in providing high-quality, responsive workforce training across multiple industry sectors. Through Commerce Lexington's leadership and the LEP Program, BCTC has connected with many businesses and organizations to upskill their current workforce with new and emerging technologies as well as provide needed supports to assist new businesses in securing needed talent. In addition, Commerce Lexington has been a key leader in promoting work-based learning opportunities such as apprenticeships and internships for BCTC students as a mechanism for connecting talent to employers."

–Erin Tipton, Ed.D., VP of Workforce and Economic Development, Bluegrass Community and Technical College

"Kentucky American Water is proud to partner with Commerce Lexington and their team of economic development experts to drive growth and prosperity in the Central Kentucky region. Commerce Lexington fosters a thriving business environment that attracts new businesses, creates jobs and enhances the overall economic vitality of our region. Together we can build a strong foundation for a sustainable future that benefits us all."

–Kathryn Nash, President, Kentucky American Water

"Commerce Lexington has proven to be a valued partner of KY VALOR over the past few years. From inviting our team to networking opportunities with local businesses, to providing introductions to likeminded programs— we have greatly appreciated their support and ability to connect organizations together. Their knowledge of local industries has served as a helpful resource while we assist military families making Lexington their post-service home."

–Nicki Stewart, Workforce Development Manager, KY VALOR

B
History of Organization and Statement of Qualifications

B.5
Provide references for completed projects similar to the project you have responded to in your proposal.

ENDORSEMENTS (CONT.)

"Kinetic appreciates the partnership and collaboration that we have with Commerce Lexington. Community success requires leadership from government and the business community working together. Commerce Lexington provides communication and the ability for businesses to make a difference in our community. Lexington is a wonderful place to live and work and we all have the responsibility to work together to make it a world class community!"
–Stephanie Bell, VP Government Affairs, Kinetic by Windstream

"Commerce Lexington is vital to the vibrancy and economic growth of the Central Kentucky region. By combining their vast experience and leadership skills with a steadfast commitment to the advancement of the region, Commerce Lexington skillfully navigates the complexities of prospective projects. They unite key stakeholders with a careful assessment of their client's needs to craft a winning package for both their clients and the region. R. J. Corman Railroad Company is proud to partner with Commerce Lexington and support the shared goal of fostering economic growth, attracting investment and creating prosperity that sustains our local communities for years to come."
–April Colyer, Commercial Development Manager, R.J. Corman

"The Office of Employer and Apprenticeship Services, in conjunction with the Kentucky Career Center, is proud to support the efforts of Commerce Lexington. Our inclusion in this vibrant group of community leaders allows us to highlight the services we can provide at the state level in order to support businesses and organizations with resources that are often overlooked. The collaboration with the Lexington Economic Partnership team allows us to collectively work together for the singular purpose of strengthening businesses within the community and following up to ensure the actions achieve the desired results. When organizations work together to achieve a common purpose great things can happen."
–Ben Richardson, Apprenticeship Workforce Consultant, Kentucky Education and Labor Cabinet

B

History of Organization and Statement of Qualifications

B.5
Provide references for completed projects similar to the project you have responded to in your proposal.

ENDORSEMENTS (CONT.)

"Since the early 1990s Lexington United, now folded into Commerce Lexington, has been providing economic development services to Lexington-Fayette County. During those three-plus decades Commerce Lexington has contributed to the team effort of all the notable economic development achievements in Lexington. In doing so, it has developed skills and expertise that make it inextricably linked with economic development in our community."

–**Steve Byars, VP and Chief Investment Officer, Moneywatch Advisors / Board Chair, Commerce Lexington**

"Commerce Lexington partners with the Kentucky Cabinet for Economic Development to collaborate on marketing new and existing buildings and sites using the ZoomProspector database. The up-to-date property information that Commerce Lexington and other local economic development partners across the state provide is important and crucial information that companies need to make a decision to locate and/or expand their business in Kentucky."

- **Amy Mills, Sites & Buildings Specialist, Kentucky Cabinet for Economic Development**

C
Evidence of Ability to Perform the Requested Tasks

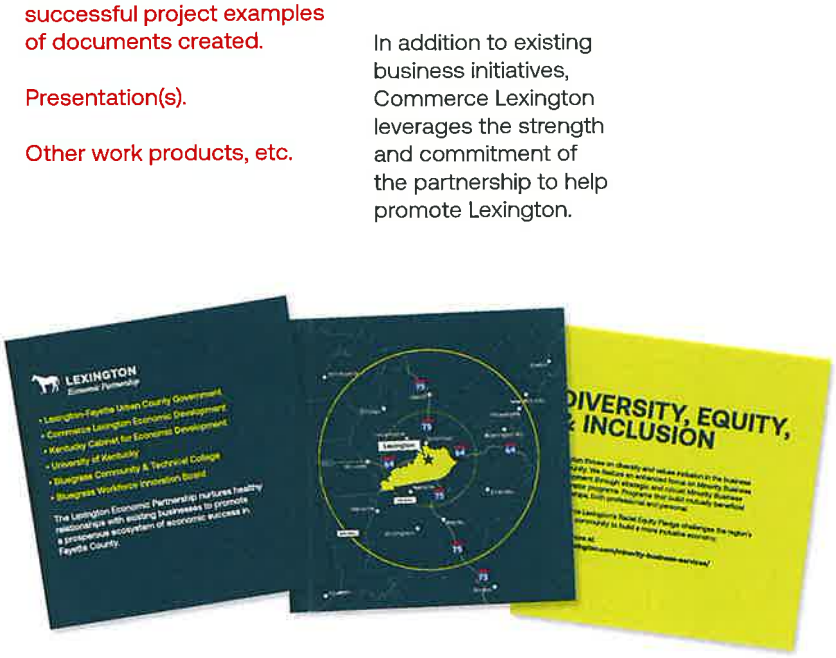
C.1 – C.3
Examples of relevant past worked products and successful project examples of documents created.

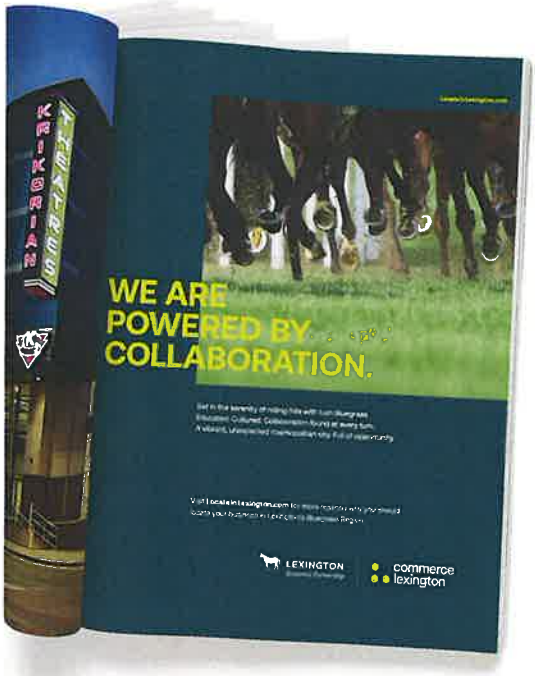
Presentation(s).

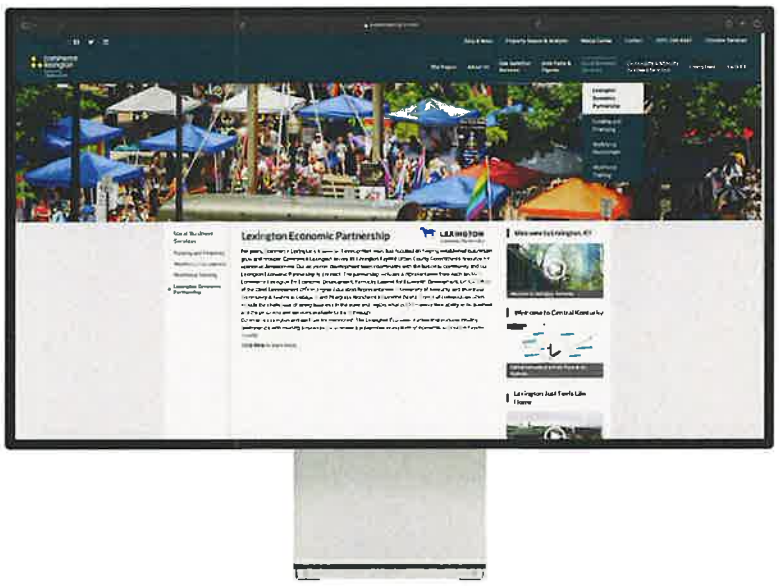
Other work products, etc.

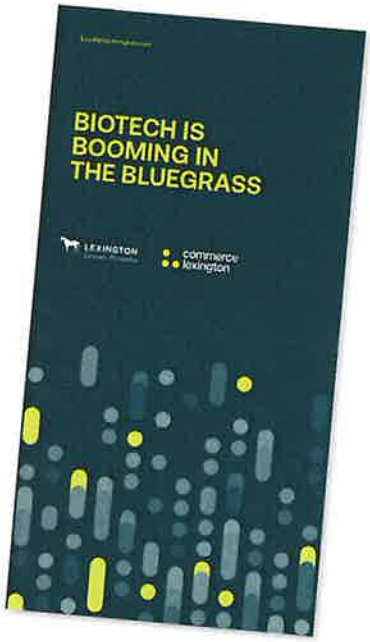
(2.1) NEW BUSINESS DEVELOPMENT MARKETING EXAMPLES WITH LEXINGTON ECONOMIC PARTNERSHIP BRANDING

In addition to existing business initiatives, Commerce Lexington leverages the strength and commitment of the partnership to help promote Lexington.









C

Evidence of Ability to Perform the Requested Tasks

C.1 – C.3
Examples of relevant past worked products and successful project examples of documents created.

Presentation(s).

Other work products, etc.

(2.1) NEW BUSINESS DEVELOPMENT
KENTUCKY PRODUCT DEVELOPMENT INITIATIVE
THE CORE & LEGACY BUSINESS PARK

In 2019, the Commerce Lexington Economic Development team partnered with University of Kentucky officials to help secure a product development initiative (PDI) grant created by the state and the Kentucky Association for Economic Development. This grant enabled the Coldstream Research Campus to receive a $500,000 matching grant to develop lab space in their new building.

In 2022, Commerce Lexington assisted the Lexington Fayette Urban County Government to help secure a product development initiative (PDI) grant created by the state and the Kentucky Association for Economic Development. This grant provided $2 million to complete infrastructure build-out for the 200 acre industrial park.



commerce lexington
Economic Development

Executive Vice President, Economic Development



C
Evidence of Ability to Perform the Requested Tasks

C.1 – C.3
Examples of relevant past worked products and successful project examples of documents created.

Presentation(s).

Other work products, etc.

(2.1) NEW BUSINESS DEVELOPMENT
CONSULTANT CONNECT

In April of 2024, Commerce Lexington and the Lexington Economic Partnership hosted a group of site selection consultants for a Destination Showcases with Consultant Connect. Site consultants experienced an eye-opening tour at Rood & Riddle Equine Hospital followed by a community update at the American Board of Family Medicine within Coldstream Research Campus. After the update, the consultants attended a reception and mock horse sale at Fasig-Tipton which was also attended by business executives, community leaders, and Bluegrass Alliance economic development officials. The next day featured quality of life experiences including a day at the races with Kinetic by Windstream and a historic walking tour of the Lexington Distillery District. The final morning featured one-on-one meetings with consultants. Guests were enthusiastic about the visit and shared positive feedback about having a deeper knowledge of Greater Lexington's economic development priorities.



C
Evidence of Ability to Perform the Requested Tasks

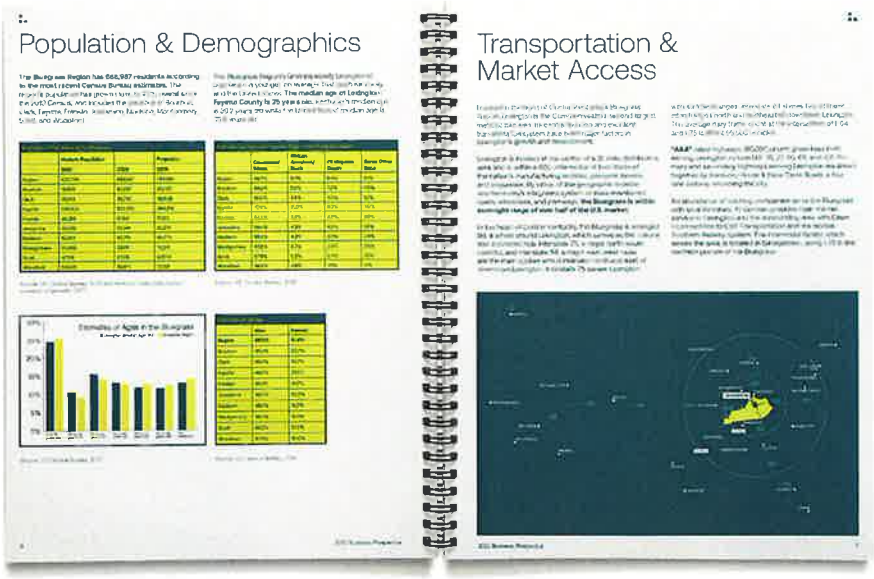
C.1 – C.3
Examples of relevant past worked products and successful project examples of documents created.

Presentation(s).

Other work products, etc.

(2.1) NEW BUSINESS DEVELOPMENT
BUSINESS PROSPECTUS

Created by Commerce Lexington's Economic Development team, Lexington's Business Prospectus is designed to provide prospective companies and existing businesses with the basic information needed to evaluate the Lexington area as a business location.



C

Evidence of Ability to Perform the Requested Tasks

C.1 – C.3
Examples of relevant past worked products and successful project examples of documents created.

Presentation(s).

Other work products, etc.

(2.1) NEW BUSINESS DEVELOPMENT TRADE SHOWS / CONSULTANT EVENTS

Commerce Lexington actively participates in a variety of tradeshows and consultant events throughout the year to promote Lexington as an attractive location for business expansion and relocation.





Select USA	
Hotel cost (1)	$608.88
F&B	$227.47
Travel	$788.04
Registration (1)	$995.00
	$2,619.39

Chicago Site Selector Event	
United Center Rental	$12,060.00
Car Rental + Gas + UBER	$534.90
F&B	$793.74
Hotel (2)	$1,038.42
	$14,427.06

Women in ED/KY United (Chicago)	
Hotel Cost (1)	$561.18
Registration	$1,795.00
Plane Cost + UBER	$681.70
F&B	$128.65
KY United Fee	$1,200.00
	$4,366.53

International BIO	
Hotel cost (1)	$1,299.60
F&B	$238.32
Travel	$564.28
Registration (2)	$5,000.00
	$7,102.20

Economix	
Registration (2)	$3,565.50
Car Rental + UBER	$475.74
Hotel (2)	$2,174.38
F&B	$183.06
	$6,398.68

Bluegrass Alliance Out of Market Event - ATL	
Hotel cost (1)	$565.26
Event Cost	$5,086.07
Gifts	$1,123.33
Car Rental + gast	$406.90
Applied Marketing Event Planning	$5,000.00
	$12,181.56

IEDC Annual Conference & KY United Event	
Hotel cost (1)	$635.07
Registration	$975.00
Plane Travel + UBER	$711.08
F&B	$141.59
KY United Fee	$1,200.00
	$3,662.74

Annual Total	
Select USA	$2,619.39
International BIO	$7,102.20
BG Alliance Marketing Event	$12,181.56
Chicago Site Selector Event	$14,427.06
Economix	$6,398.68
IEDC Conference + KY United	$3,662.74
Women in E.D. + KY United	$4,366.53
	$50,758.16

C

Evidence of Ability to Perform the Requested Tasks

C.1 – C.3
Examples of relevant past worked products and successful project examples of documents created.

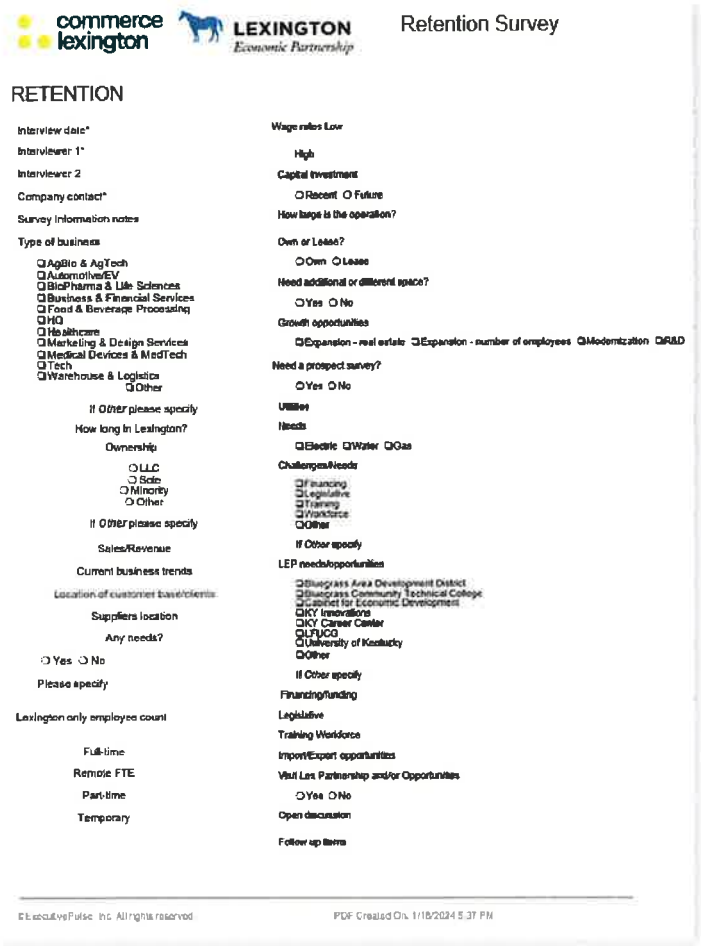
Presentation(s).

Other work products, etc.

(2.2) EXISTING BUSINESS RETENTION AND EXPANSION

EXISTING BUSINESS MEETINGS

Commerce Lexington serves as Lexington-Fayette Urban County Government's resource for economic development. Our economic development team connects the business community to the Lexington Economic Partnership. The partnership includes a representatives from Commerce Lexington, Kentucky Cabinet for Economic Development, LFUCG Office of the Chief Development Officer, University of Kentucky, Bluegrass Community & Technical College, and the Bluegrass Workforce Innovation Board.



commerce lexington LEXINGTON Economic Partnership — Retention Survey

RETENTION

Interview date*
Interviewer 1*
Interviewer 2
Company contact*
Survey information notes
Type of business
☐AgBio & AgTech
☐Automotive/EV
☐BioPharma & Life Sciences
☐Business & Financial Services
☐Food & Beverage Processing
☐HQ
☐Healthcare
☐Marketing & Design Services
☐Medical Devices & MedTech
☐Tech
☐Warehouse & Logistics
☐Other
If *Other* please specify
How long in Lexington?
Ownership
○LLC
○Sole
○Minority
○Other
If *Other* please specify
Sales/Revenue
Current business trends
Location of customer base/clients
Suppliers location
Any needs?
○Yes ○No
Please specify
Lexington only employee count
Full-time
Remote FTE
Part-time
Temporary

Wage rates Low
High
Capital investment
○Recent ○Future
How large is the operation?
Own or Lease?
○Own ○Lease
Need additional or different space?
○Yes ○No
Growth opportunities
☐Expansion - real estate ☐Expansion - number of employees ☐Modernization ☐R&D
Need a prospect survey?
○Yes ○No
Utilities
Needs
☐Electric ☐Water ☐Gas
Challenges/Needs
☐Financing
☐Legislative
☐Training
☐Workforce
☐Other
If *Other* specify
LEP needs/opportunities
☐Bluegrass Area Development District
☐Bluegrass Community Technical College
☐Cabinet for Economic Development
☐KY Innovations
☐KY Career Center
☐LFUCG
☐University of Kentucky
☐Other
If *Other* specify
Financing/funding
Legislative
Training Workforce
Import/Export opportunities
Visit Lex Partnership and/or Opportunities
○Yes ○No
Open discussion
Follow up items

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Evidence of Ability to Perform the Requested Tasks

C.1 – C.3
Examples of relevant past worked products and successful project examples of documents created.

Presentation(s).

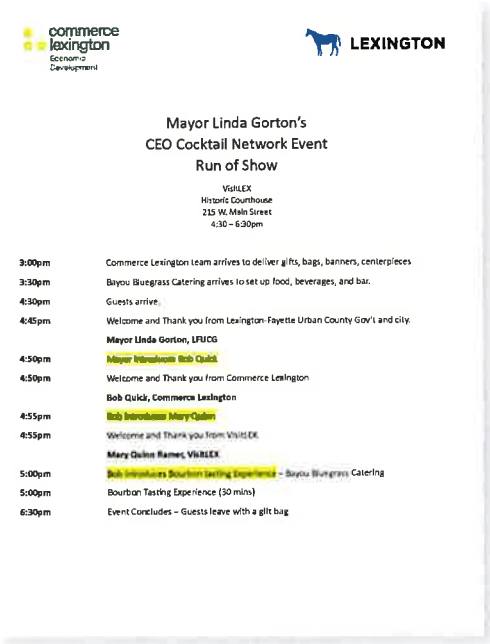
Other work products, etc.

(2.2) EXISTING BUSINESS RETENTION AND EXPANSION NETWORKING GROUPS

Commerce Lexington has a proven track record of being the go-to convener for Central Kentucky and Lexington's business community.







commerce lexington Economic Development

LEXINGTON

Mayor Linda Gorton's
CEO Cocktail Network Event
Run of Show

VisitLEX
Historic Courthouse
215 W. Main Street
4:30 – 6:30pm

3:00pm	Commerce Lexington team arrives to deliver gifts, bags, banners, centerpieces
3:30pm	Bayou Bluegrass Catering arrives to set up food, beverages, and bar.
4:30pm	Guests arrive.
4:45pm	Welcome and Thank you from Lexington-Fayette Urban County Gov't and city. **Mayor Linda Gorton, LFUCG**
4:50pm	Mayor introduces Bob Quick
4:50pm	Welcome and Thank you from Commerce Lexington **Bob Quick, Commerce Lexington**
4:55pm	Bob introduces Mary Quinn
4:55pm	Welcome and Thank you from VisitLEX **Mary Quinn Ramer, VisitLEX**
5:00pm	Bob introduces Bourbon tasting Experience – Bayou Bluegrass Catering
5:00pm	Bourbon Tasting Experience (30 mins)
6:30pm	Event Concludes – Guests leave with a gift bag



LEXINGTON Economic Partnership

New Years' Railsolutions

commerce lexington Economic Development

Join us to kickoff 2024 with industry experts from R.J. Corman, Norfolk Southern and CSX Transportation to learn more about railroads, rail transportation, and why your company may be interested in utilizing rail to transport goods.

Wednesday, January 17, 2024
11 a.m until 1 p.m.
Lunch Provided

Hosted by:
Big Ass Fans - 2348 Innovation Drive Lexington

Please RSVP by January 12
fmcfarland@commercelexington.com

RJ Corman Railroad Group · NS Norfolk Southern · CSX

C
Evidence of Ability to Perform the Requested Tasks

C.1 – C.3
Examples of relevant past worked products and successful project examples of documents created.

Presentation(s).

Other work products, etc.

(2.3) SMALL BUSINESS OWNER CONNECTIONS AND NETWORKING
(2.5) MINORITY OWNED BUSINESS DEVELOPMENT
(2.6) WOMEN OWNED BUSINESS DEVELOPMENT
(2.7) VETERAN OWNED BUSINESS DEVELOPMENT
OPPORTUNITY EXCHANGE

For over 20 years Commerce Lexington has hosted the Opportunity Exchange, a networking event held twice a year that promotes business opportunities for small, minority, women, and veteran owned businesses. These events have helped countless business owners with procurement representatives from some of the largest companies in the Greater Lexington Region.





C

Evidence of Ability to Perform the Requested Tasks

C.1 – C.3
Examples of relevant past worked products and successful project examples of documents created.

Presentation(s).

Other work products, etc.

(2.5) MINORITY OWNED BUSINESS DEVELOPMENT

MINORITY BUSINESS ACCELERATOR PROGRAM

The mission of Commerce Lexington's Minority Business Accelerator is to accelerate the development of sizable minority business enterprises (MBEs) that have achieved revenues between $250,000 and $6 million, and to strengthen and expand the regional minority entrepreneurial community. The initiative was created from the findings of the 2009 Joint Economic Inclusion Study commissioned by Commerce Lexington and the Lexington-Fayette Urban League. The MBA was launched in June of 2013. The participants have achieved over $50 million in contracts and procurement since the program's launch.



C

Evidence of Ability to Perform the Requested Tasks

C.1 – C.3
Examples of relevant past worked products and successful project examples of documents created.

Presentation(s).

Other work products, etc.

(2.5) MINORITY OWNED BUSINESS DEVELOPMENT
(2.6) WOMEN OWNED BUSINESS DEVELOPMENT
(2.7) VETERAN OWNED BUSINESS DEVELOPMENT
ACCESS LOAN PROGRAM

Since it's inception in 2001, the innovative Access Loan Program has facilitated over $25 million dollars in approved loans for small business start-ups and expansions. The program also has partnerships with other chambers and economic development agencies in 19 counties throughout Central Kentucky for a total of 26 participating lenders. The framework of this program was used in 2020 and 2021 when Commerce Lexington managed the city's Small Business Economic Recovery programs, distributing nearly $6.9 million to local small, minority-owned, women-owned, and veteran-owned businesses.



C

Evidence of Ability to Perform the Requested Tasks

C.1 – C.3
Examples of relevant past worked products and successful project examples of documents created.

Presentation(s).

Other work products, etc.

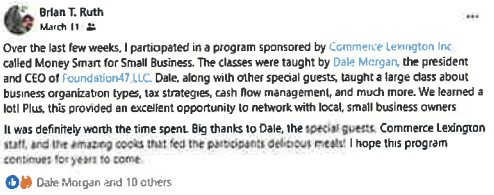
(2.5) MINORITY OWNED BUSINESS DEVELOPMENT
(2.6) WOMEN OWNED BUSINESS DEVELOPMENT
(2.7) VETERAN OWNED BUSINESS DEVELOPMENT
MONEY SMART

Commerce Lexington, a newly minted Federal Deposit Insurance Corporation (FDIC) Money Smart Alliance member, biannually offers the Money Smart for Small Business classes which cover financial literacy topics such as Managing Cash Flows, Organizational Types, and Financial Management. Over the past three years, these sessions have grown tremendously, with the largest class to date, averaging twenty-seven participants each week, consisting of both aspiring and existing business owners. To date, the program has had 80 participants receive certification.









C

Evidence of Ability to Perform the Requested Tasks

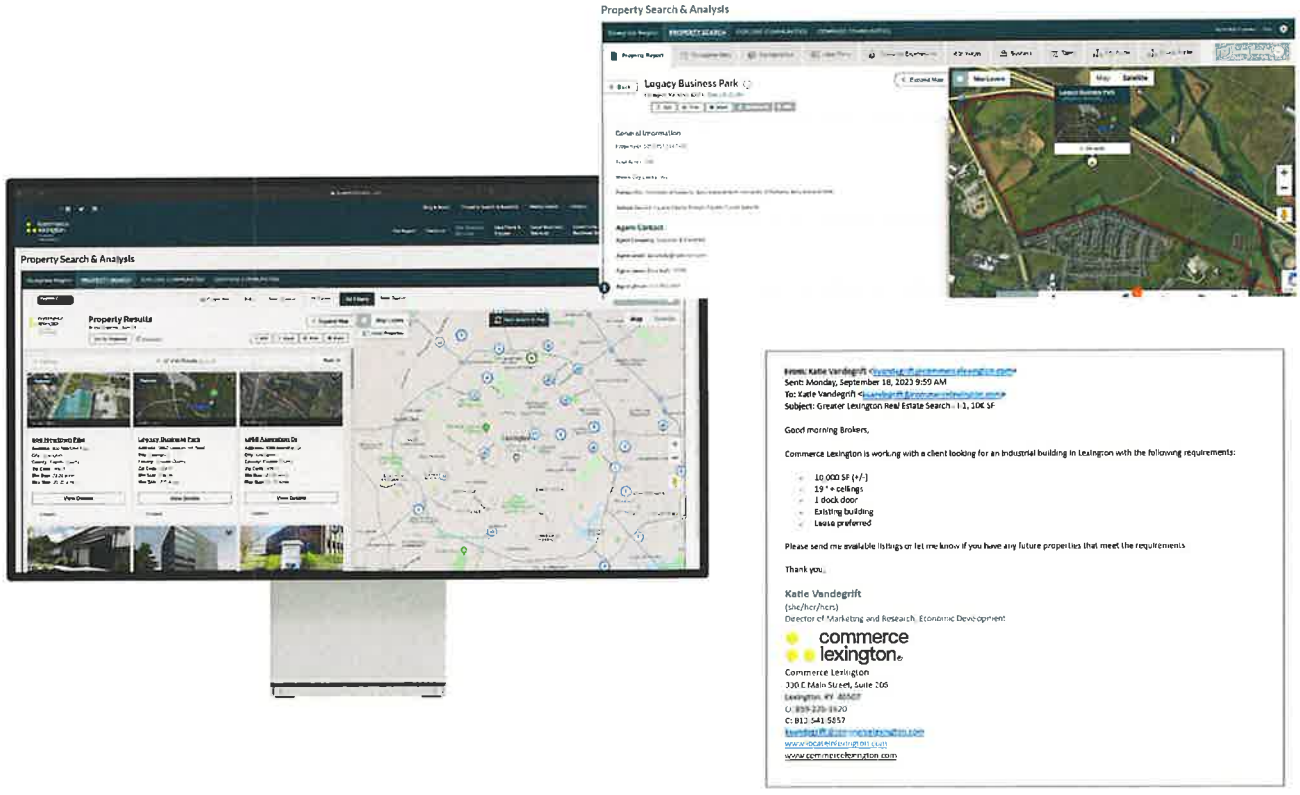
C.1 – C.3
Examples of relevant past worked products and successful project examples of documents created.

Presentation(s).

Other work products, etc.

(2.8) AVAILABLE ECONOMIC DEVELOPMENT PROPERTY REGISTER

Commerce Lexington maintains a comprehensive real estate inventory system for Lexington and the region, providing detailed site and building information for new prospect activity and existing business expansion projects. The team utilizes ZoomProspector to maintain the property database, which serves as an easy-to-use virtual resource for Commerce Lexington, the Lexington Economic Partnership, real estate brokers, and site selection consultants. Having up-to-date property information as well as access to enhanced intelligence components in one location enhances the opportunity for Lexington to be considered during the site selection process.



C

Evidence of Ability to Perform the Requested Tasks

C.1 – C.3
Examples of relevant past worked products and successful project examples of documents created.

Presentation(s).

Other work products, etc.

Jacob Isaac-Lowry, CEO, FlyWire Cameras

"The team at Commerce Lexington has been an invaluable resource for our company. Specifically, by connecting us with local organizations able to help meet our immediate business needs such as the World Trade Center - who helped us successfully kick off a new project in Montevideo, Uruguay in January. The Commerce Lex team has also been a great resource for surfacing local funding opportunities such as the Bluegrass AgTech Development Fund!"

(2.11) AG-TECH AND AGRI BUSINESS DEVELOPMENT

Commerce Lexington shares relevant information with the AgTech community, including but not limited to conferences, local, state, and federal grants, networking events, educational opportunities, and more to encourage growth within the AgTech and AgBio sectors. Commerce Lexington attended the launch of the Bluegrass AgTech Development Corp and responded to Lexington-Fayette Urban County Government Mayor's office request to share program details and grant opportunities with the existing Ag industry in Fayette County. Numerous companies responded with interest, leading Commerce Lexington to facilitate meetings with the Development Corp administration team. The meetings encouraged local ag companies to apply for the Challenge Grant. Award announcements are pending the Bluegrass AgTech Development Corp timeline.



D

Proposed Fee for Each Component/Category

INVEST IN US

For over 30 years, the business community and the Lexington-Fayette Urban County Government have worked to improve the economic vitality of Lexington-Fayette County. With the major loss of IBM jobs in the late 80's, the City's revenue was in jeopardy. Hundreds of jobs were lost, the payroll taxes were in decline. It was a turning point for Lexington. The city and the business community came together to create a plan to market the community for economic development and new job creation. The foundation for new job recreation began in earnest during those years. Together a marketing entity was formed and eventually merged with Commerce Lexington to combine resources, staff, and minds.

To meet the growing needs of Lexington, the marketing strategies evolved. We began robust community/minority business, existing business & workforce programs.

Our team has been nimble and redirected as we saw the community needs change. City funding has fluctuated. Recent decreases in funding for economic development directly impacts the ability of our team to provide services, programs and assistance that will help existing companies' workforce needs and new businesses create jobs, provide much-needed tax revenue for the city, and improve our economy going forward.

Below is our proposed investment—based upon reflection of previous budgets and the necessary funds to provide the services outlined in the RFP.

Scope of Work Proposed fees

Business Development	
2.1 New Business Development	$150,000.00
2.2 Existing Business Retention & Expansion	$100,000.00
2.3, 2.5-2.7 Minority Business Development	$81,000.00
2.8 Available Economic Development Property Register	$50,000.00
2.11 AgTech and Agribusiness Development	$30,000.00
Total Investment	**$411,000.00**

E

Working Draft Budget

E. Working Budget	
TOTAL	**$411,000.00**
2.1 New Business Development	**$150,000.00**
Trade Shows and Consultant Events	$45,000.00
Advertising and Marketing - Print and Digital	$25,000.00
Direct Business to Business Lead Generation	$20,000.00
Retainer with European Consulting Group	$30,000.00
Admin	$30,000.00
2.2 Existing Business Retention and Expansion	**$100,000.00**
Networking Events	$5,000.00
Admin	$95,000.00
2.3 Small Business Owner Connections and Networking	**$30,000.00**
Networking Events	$20,950.00
Advertising and Marketing - Print and Digital	$3,050.00
Admin	$6,000.00
2.5 Minority Business Development	**$40,000.00**
Membership & Dues, Travel	$6,800.00
Classes	$9,400.00
Advertising and Marketing - Print and Digital	$15,800.00
Admin	$8,000.00
2.6 Women Owned Business Development	**$7,000.00**
Membership & Dues	$1,500.00
Networking Event	$2,575.00
Advertising and Marketing - Print and Digital	$1,525.00
Admin	$1,400.00
2.7 Veteran Owned Business Development	**$4,000.00**
Networking Event	$1,675.00
Advertising and Marketing - Print and Digital	$1,525.00
Admin	$800.00
2.8 Available Economic Development Property Register	**$50,000.00**
Property Database	$12,000.00
Educational Memberships (C2ER / CPAL)	$5,000.00
Website Maintenance	$23,000.00
Admin	$10,000.00
2.11 Ag-Tech and Agri Business Development (New and Existing)	**$30,000.00**
Trade Shows and Consultant Events	$10,000.00
Advertising and Marketing - Print and Digital	$10,000.00
Local Events and Existing Business Outreach	$4,000.00
Admin	$6,000.00

F
Conflict of Interest Disclosure

Commerce Lexington does not have a conflict of interest.

THANK YOU

Our team is extremely passionate about Lexington and the success of our business community. We have years of economic development experience, as well as an in-depth knowledge of the people and the culture. We are smart, savvy and strategic thinkers. We are all about progress and we get things done. Lexington is our home, and it is a privilege to be a part of the growth, development and successes of this place that is so personal to us. We have deep-seeded roots here, including long-term professional relationships that we constantly cultivate and use to leverage a multitude of opportunities. We have enjoyed a long and prosperous relationship with our local government and together have achieved great things for Lexington and the Commonwealth. We look forward to continuing our relationship and moving our city forward. We appreciate the opportunity to participate in this RFP and thank you for your consideration.



Gina Greathouse
Executive Vice President, Economic Development
ggreathouse@commercelexington.com
859-226-1623

APPENDIX A

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Lexington Economic Partnership
Proposed Work Plan

Pending Purchase of Service Agreement Funding

Scope of Work Category	Task	Responsible	Time-Frame	Description	Goal	Status
2.1	Review and refinement of new business recruitment plan and execution of plan	NG/GG	Meet with LFUCG in July 2024 to establish timeline / meeting schedule	Collaborate with Mayor's Office of Development to develop a timeline and tasks for implementation of the plan.	Plan implementation	
2.1	Coordinate new business prospect activity and site visits for Lexington Economic Partnership.	NG	ongoing	The economic development team will work with the appropriate partners on project activity, as well as arranging site visits (visits from companies outside of Lexington to our city) for our clients. We will coordinate any assistance needed prior to the visit and provide detailed follow up. Collaborate with ED partners when appropriate for client meetings and special events, programs and projects. Coordinate Economic Development incentive packages with KCED & LFUCG as needed.	75	
2.1	Conduct an internal monthly briefings with Mayor's Chief Development Officer (Deal Day)	CLEX team	monthly	Strategic confidential project/prospect updates from team members including Gina, Niki, Cheryl, Katie, Falon and Tyrone. All client activity is considered confidential until the client is ready to disclose. Team members update Executive Pulse database on ongoing basis.	12	
2.1	Work with the UK Office of Technology Commercialization/New Ventures and the Small Business Development Center with clients and special projects.	GG/NG/CK	ongoing	Actively working with UK Tech Transfer with respect to Bio attraction and retention efforts. Collaborating with them to attend the International Bio Show annually highlighting the currently Bio landscape and attracting new business opportunities.	N/A	
2.1	Engage with SITE SELECTION CONSULTANTS	NG/GG	ongoing	Through a variety of events to market Lexington and stay on the short list for projects and RFIs	125	
2.1	Social media campaign to consultants	KV	ongoing	Post on Facebook, twitter, and LinkedIn - real estate, notable events, downsizings, etc....	12	
2.1	Send email campaign to consultants - send a "fast fact" about Lexington quarterly to key consultants.	NG	Quarterly	Send quarterly email. Emails contain info on new announcements, available real estate, rankings, and other newsworthy events in Lexington.	4	
2.1	Plan one marketing trip to major market with focus on meeting with consultants one-on-one or holding a reception/luncheon event.	NG	May	Use Applied Marketing to assist with making appointments. Chief Development Officer, C-Suite representative from KCED invite, Mayor when available.	1	
2.1	Evaluate and attend select trade shows	NG	ongoing	SelectUSA Investment Tradeshow, aimed at recruiting foreign direct investment to the United States; Site Selectors Guild, Medical Device and Design, Biotech Industry Organization, IEDC, and ACCE	2	
2.1	Area Development Consultants Forum & Fall Women in Economic Development Conference	NG	March and October	Sponsor and attend the Area Development Workshop Forum. Evaluate sponsorship and attend the Area Development Women's Forum. Both events provide opportunity for professional development whilst amongst 15 - 20 economic development consultants.	2	
2.1	Join Southern Economic Development Council and evaluate attendance at the Annual Conference.	GG/NG	July	The Southern Economic Development Council is North America's oldest and largest regional economic development association. The annual conference brings together 500 economic development professionals and site selection consultants for educational content and networking events.	1	
2.1	Attend Select USA	NG	June	SelectUSA Investment Tradeshow, aimed at recruiting foreign direct investment to the United States. Assists US LDOs in competing globally for investment opportunities by providing a platform for international marketing	1	
2.1	Participate in KYUnited (KAED Marketing Effort)	GG/NG	KAED is pausing marketing efforts in 2024 while the realign.	KYUnited typically offers 6 trips a year - each cost $1,200 to participate. Will attend key locations as budget is determined. They offered one event in conjunction with Area Development Workshop in Louisville in March before deciding to pause for remainder of 2024.	2	
2.1	Attend Kentucky Association for Economic Development Spring and Fall Conferences	CLEX team	April and November	KAED brings 2 - 4 site selection consultants to each conference so our team has the opportunity to network	2	
2.1	Evalutate Membership and possibly attend the TBIC Annual Conference.	NG	August	Industrial Asset Management Council's fall forum will explore the emerging trends, strategies, and opportunities that will shape the future of industrial real estate.	1	
2.1	Evaluate membership and possibly attend the International Assets Management Council (IAMC) Fall Forum	NG	September	The Fall Forum will explore the emerging trends, strategies, and opportunities that will shape the future of industrial real estate, empowering your department and your company to become leaner, faster, and stronger than ever before.	1	
2.1	Place ads in the Keeneland Magazine twice a year.	KV	April and October	Spring and Fall - Targeting high-level executives.	2	
2.1	Print Advertising	KV	TBD	Place a limited variety of ads/advertorials in site selection magazines. Business Facilities Site Seekers Guide. Directory listings in the Site Selection annual guide. Support the Kentucky Guide to Economic Development. Support of the Equine industry - Banner Ad during the Land Rover 3 Day event.	2	
2.1	Update and analyze data	KV	ongoing	Ongoing and always in process. Used to promote Lexington as a great place to do business. Use Census data, studies, etc.	as needed	
2.1	Update Business Prospectus to distribute to clients	KV	June/July	Updated gradually as new data is released. Most recent comprehensive edition was done in 2023 . Complete reviews/updates happen annually (Summer).	1	
2.1	Update Bluegrass Rankings as new rankings are released	KV	ongoing	Updated as new rankings are released. Complete reviews/updates happen annually (Fall).	as needed	
2.1	Organize and compile data for responses to RFI/RFPs - expand	KV	ongoing	RFPs are completed as they come to CLX	as needed	
2.1	Promote and update LocateinLexington.com website	KV	ongoing	LocateInlexington.com is promoted regularly through data requests responses, LinkedIn and Facebook. It is additionally promoted in all publications. The Lexington Economic Partnership will have a dedicated page as the new website is built out, with property listings and data specific to Lexington built into the page	as needed	
2.2	Facilitate meetings of the Lexington Economic Partnership	CK	ongoing	Contact/Outreach 200+ existing businesses annually to identify potential expansions, identify leads for near-sourcing opportunities, potential conventions/meetings for Visitor Industries, workforce and training needs, coordinate incentives with KCED & LFUCG, and assist company to identify best practices.	100	
2.2	Assist existing businesses with expansion, retention, and downsizing activities, coordinate community partners to address EB needs / issues (i.e. Mercer Road)	CK	As Needed	We learn about existing and anticipated projects from our existing business visits, through direct contact and/or word of mouth. We work closely with companies on their expansion needs. We also assist companies that may be in dire need or fear closing, with a goal to provide the resource and/or help prevent the closure of that business.	As Needed	

Scope of Work Category	Task	Responsible	Time-Frame	Description	Goal	Status
2.2	Visit existing businesses headquartered in other states (example: Webasto HQ in Michigan)	CK, GG	Annually	Many businesses are headquartered in other states. We visit with these headquarters to ensure they are aware of Lexington's resources that are available for their success in addition to demonstrate our gratitude for their commitment to Lexington.	1	
2.2	Initiate and organize Local Government Days.	CK, GG, AJ	Bi-Annually	The goal of Local Government day is to help council members, and other LFUCG staff, better know businesses operating in Lexington and to demonstrate the role Commerce Lexington plays with those businesses.	2	
2.2	Manufacturer's Network Group	CK	Bi-Annually	Collaborate with associations and organizations to coordinate networking events that connect the manufacturing industry to share best practices, resources, and other mechanisms to support the sectors growth.	2	
2.3|2.5|2.6|2.7	Invitation to DEI events and recognition in MB Resource Guide	TT, FM	ongoing	Available to all minority-owned, women-owned, and veteran-owned business members.	ongoing	
2.3|2.5|2.6|2.7	Seek new opportunities for funding CMBD priorities	TT, FM	ongoing	Begins January 1st annually	as needed	
2.5	Participate in the Minority Business Expo Board of Directors	TT, FM	Quarterly	Board member	4	
2.5|2.6|2.7	Community Partner with FCPS	TT, FM	ongoing	Active involvement in outreach	as needed	
2.5|2.6|2.7	Community Partner with UK Economic Inclusion Team	TT, FM	ongoing	Active involvement in outreach and sponsorship for UK-Turner Construction Diversity Accelerator Program and other programming.	ongoing	
2.5|2.6|2.7	Money Smart Classes	TT, FM	October/November	Financial Literacy classes targeting small and minority business owners (held in the Fall)	12-15 participants	
2.5|2.6|2.7	Money Smart Classes	TT, FM	January/February	Financial Literacy classes targeting small and minority business owners (held in the Winter)	12-15 participants	
2.5	Annual Hispanic-Owned Small Business Outreach	TT, FM	Annually	Partnership with Forcht Bank to grow Hispanic business relationships	as needed	
2.5|2.6|2.7	Introduce new MBE's to LFUCG Minority Enterprise Business Liaison	TT, FM	ongoing		ongoing	
2.6	Implement session for Women-Owned Businesses	TT, FM	Annually	Host targeted women-owned small business event once per year, including local partners and collaborators.	1	
2.7	Implement session for Veteran-Owned Businesses	TT, FM	Annually	Host targeted veteran-owned small business event once per year, including local partners and collaborators.	1	
2.8	Maintain and update building and site database for industrial and office property in Lexington	KV	ongoing	Maintain Zoom Prospector Property Register on locateinlexington.com website. Updates as new listings are received - Industrial and Office. Updates feed directly to KCED's database and LGE&KU databases.	continual awareness of available properties	
2.8	Lexington Property Tour	KV	quarterly	Tour city to learn of new buildings on the market	4	
2.8	Active Listing Tours	KV	monthly	Meet with a commercial real estate broker each month to tour featured active listings	12	
2.8	Participate in CPAL meetings to network with real estate brokers, learn of new properties, and educate real estate community on our database/website.	KV	monthly	Attend monthly meetings	12	
2.8	Bluegrass Region Community Engagement Tours	KV	monthly	Meet with economic development partners throughout the year to learn of leads and industry trends. ED partners include: construction, utility companies, real estate professionals, and Bluegrass Alliance members.	12	
2.8	C2ER Membership / Conference	KV	Annually		1	
2.11	Meet with the Director of Agriculture Development	CLX team	July/August 2024	Schedule and conduct a meeting to discuss the current state of the agribusiness environment.	gather baseline data	
2.11	Develop Recruitment Plan	CLX team	Q2 FY2025	Coordinate with Director of Ag Development to create a plan outlining strategies to attract agtech and other agricultural businesses to Lexington-Fayette County	TBD	
2.11	Connecting Businesses with Bluegrass AgTech Development Corp	CLX team	ongoing	Assit with compiling a list of businesses that meet the criteria for Bluegrass AgTech Development Corp programming	ongoing	
2.11	Connect Businesses with Bluegrass AgTech Development Corp	CLX team	TBD	Help organize meetings between qualifying businesses and Bluegrass AgTech Development Corp representatives.	as needed	
2.11	Development of Marketing Materials	CLX team	TBD	Work with the Director of Ag Development to develop a marketing strategy / plan	TBD	
2.11	Events	CLX team	TBD	Coordinate with the Director of Ag Development to define objectives of in-person events	TBD	
2.11	Business Retention and Support Efforts	CLX team	ongoing	Include AgTech businesses in the Lexington Economic Partnership BRE program	ongoing	

Commerce Lexington will incorporate LFUCG Economic Development Partnership Services into the Event Planning and Preperation tracking document (see example below) within 30 days of new Purchase of Service Agreement.

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EXAMPLE

LEXINGTON *Economic Partnership*

Event Planning and Preparation 2024

MONTH	DATE	EVENT	PLANNING MONTH	MARKET	LOCATION	Team Member	# of Attendees	NOTES
March	18th	Kentucky United Event (opening day of ADC)	January	Lexington	Out of Market	NG - KAED Organized		COMPLETE
April	17-19th	Consultant Connect	January	Lexington/Regional	Lexington	NG		COMPLETE
April	23-25th	KAED Spring Conference	January	Lexington	Lake Cumberland	NG - KAED Organized		COMPLETE
April	25th	Ted Abernathy Economic Development – Regional Leaders	January	Regional	BCTC - AMC - Georgetown	GG	58	COMPLETE
	TBD	Global HQ CEO	January	Lexington	Lexington	CK, GG, KA		3/26 - Convo w/ KA on 3/27
		Example Implement Additional Items as funded by LFUCG / approved RFP						
June	6-7th	Leadership Visit	January	Lexington	Salt Lake City, UT	GG, TT		
June	11-14th	C2ER	January	Lexington	Norfolk, VA	KV		5/6: Ticket and Hotel booked. KV is good to go!
June		Website Updates	January	Lexington/Regional		KV/GG/BB		3/13 in progress - Bi-weekly mtgs - working on site map
August	2nd	Minority Business Expo	January	Lexington	Lexington	CK, TT, FM		Monthly meetings
April	30th	Tech Network	February	Lexington	Lexington	CK		COMPLETE
April	8	Bluegrass Alliance Bi-monthly	February	Regional	Mt. Sterling	KV	0	COMPLETE
May	1st	Meet n' Greet - Cabinet for Economic Development	February	Lexington/Regional	Frankfort	CLX ED Team, TT		COMPLETE
		Example Implement Additional Items as funded by LFUCG / approved RFP						
May	8th	Bluegrass Alliance Out of Market Consultant Event	February	Regional	Indianapolis, IN	NG - Trudy Applied Mktg.	15-20 consultants	3/13: NG chose event venue. 3/26 - Contract assigned.
May	8th	Regional Leadership Council	March	Regional	TBD	AJ, GG, KV		Details to be determined.
TBD		Councilmembers Business Tour	March	Lexington	Lexington (Coldstream)	CK, AJ		5/6: KA suggested CLX table the event.
		Example Implement Additional Items as funded by LFUCG / approved RFP						
August	7	Regional Leaders - ED Simulation	March	Regional	LBX Customer Experience Center	KV		3/26 Create event end of April. Save the Date necessary. Determine Venue. LBX Customer Experience?
June	23-26th	Select USA	March	Regional	Washington, DC	NG		3/13: NG has registered & been accepted. Hotel booked. Need to purchase plane ticket
Fall	TBD	Legacy Business Park Groundbreaking	March	Lexington	Legacy Business Park	ED Team		3/27 - LFUCG monthly project meeting shared announcement date.
July	30	Manufacturing Network	March	Lexington	Lexington Legends	CK		5/6 - CK working with Caroline Scott at KAM to organize event.
		Example Implement Additional Items as funded by LFUCG / approved RFP						
July	TBD	BIOtech Network	March	Lexington	Lexington	CK		3/26: Considering Bio Int'l Recap at event or Milton Boyer CEO present why Lexington. Goal: Determine Chair of Bio Network 5/5 CK contact MB for dates to present
June	20	Bluegrass Alliance	April	Regional	Columbia Gas - Lexington	KV		5/6/2024 - Scheduled. Phyllis B. on radar for presentation. Regional Assets. Past, Current, Future.
July	24-27th	ADCE	May	Lexington	Denver, CO	TT		5/6/2024 - Tyrone to find flight and ticket information
June	24	Global HQ CEO	May	Lexington	Lexington	CK, GG, KA		June 24 @ Lexington Opera House 4:30pm
August	TBD	EB and Consultant Visit	May	Lexington	Orville, OH/ Detroit, MI	CLX ED		May - CK find a Out of State Company to Visit. Coordinate information with team.
August		Bluegrass Alliance 101	June	Regional	Berea	KV		Dates pending - 8/1, 8/18, 8/22
September		Tech Investor Event	June	Lexington	Lexington	FM, EP, AC		

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0911-24

File ID:	0911-24	**Type:**	Resolution	**Status:**	Approved
Version:	2	**Contract #:**	256-2024	**In Control:**	Urban County Council
				File Created:	09/06/2024
File Name:	Request Council authorization to establish Emergent as a sole source provider of nasal Narcan spray (naloxone) for the SAMSHA FY2022 First-Responders-Comprehensive Addiction and Recovery Support Services Act Extended First Responders and Community Partner			**Final Action:**	10/10/2024

Title: A Resolution establishing Emergent as a Sole Source Provider of nasal Narcan for United States Substance Abuse and Mental Health Services Administration (SAMSHA) FY2022 First-Responders Comprehensive Addiction and Recovery Support Services Act Grant for Year 3 Continuation of the Expanded First Responders and Community Partners Overdose Prevention Project (EFRCPOPP), for the Dept. of Social Services, and authorizing the Mayor, or her designee, on behalf of the Urban County Government, to execute any necessary agreements with Emergent related to the procurement of these goods, at a cost not to exceed $92,250. [Dept. of Social Services, Allen-Bryant]

Notes: Signed and CILOO filed in the CCO. Returned to Celia Moore 9/27/2024. MS

Sponsors:		**Enactment Date:**	10/10/2024
Attachments:	25- Blue Sheet Memo Emergent, Emergent PIP OTC Terms Conditions - Unsigned, Sole Source - Adapt Emergent Year 3, lex quote FY25, RESO 0911-24 - Emergent Sole Source SAMSHA 4872-4972-3875 v.1.docx, R-495-2024, Contract #256-2024	**Enactment Number:**	R-495-2024
Deed #:		**Hearing Date:**	
Drafter:	Katrina James	**Effective Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	Urban County Council Work Session	09/17/2024	Approved and Referred to Docket	Urban County Council	09/26/2024		Pass
2	Urban County Council	09/26/2024	Received First Reading	Urban County Council	10/10/2024		
2	Urban County Council	10/10/2024	Approved				Pass

Text of Legislative File 0911-24

Title

A Resolution establishing Emergent as a Sole Source Provider of nasal Narcan for United States Substance Abuse and Mental Health Services Administration (SAMSHA) FY2022 First-Responders Comprehensive Addiction and Recovery Support Services Act Grant for Year 3 Continuation of the Expanded First Responders and Community Partners Overdose Prevention Project (EFRCPOPP), for the Dept. of Social Services, and authorizing the Mayor, or her designee, on behalf of the Urban County Government, to execute any necessary agreements with Emergent related to the procurement of these goods, at a cost not to exceed $92,250. [Dept. of Social Services, Allen-Bryant]

Summary

Authorization to establish Emergent as a sole source provider of nasal Narcan spray (naloxone) for the SAMSHA FY2022 First-Responders-Comprehensive Addiction and Recovery Support Services Act Extended First Responders and Community Partners Overdose Prevention Project Year 3 Continuation of the Expanded First Responders and Community Partners Overdose Prevention Project (EFRCPOPP) for the Department of Social Services. Cost not to exceed $92,250. Budget amendment in process. (L0911-24) (Combs Marks/Allen-Bryant)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Tiffany Holskey, 9/9/2024

Risk Management: N/A

Fully Budgeted: Budget amendment 13233 is in process.

Account Number: 3190-606105-0001-75101

This Fiscal Year Impact: $92,250

Annual Impact: $0

Project: SAMHSA_2025

Activity: FED_GRANT

Budget Reference: 2025

Current Balance: BA in process

MAYOR LINDA GORTON

LEXINGTON

THERESA REYNOLDS
DIRECTOR
GRANTS & SPECIAL PROGRAMS

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

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

DATE: **SEPTEMBER 5, 2024**

SUBJECT: **Sole Source Provider Emergent for Department of Social Services**

Request: Council authorization to establish Emergent as a sole source provider of nasal Narcan spray (naloxone) for the SAMSHA FY2022 First-Responders-Comprehensive Addiction and Recovery Support Services Act Extended First Responders and Community Partners Overdose Prevention Project Year 3 Continuation of the Expanded First Responders and Community Partners Overdose Prevention Project (EFRCPOPP) for the Department of Social Services. Cost not to exceed $92,250.

Why are you requesting? On August 29, 2024 (Resolution No. 438-2024) Council authorized the acceptance of $499,997 in federal grant funds from the United States Substance Abuse and Mental Health Services Administration under the FY2022 First Responders-Comprehensive Addiction and Recovery Support Services Act, to support Year 3 continuation of the Expanded First Responders and Community Partners Overdose Prevention Project (EFRCPOPP). This grant provides funding for the purchase of naloxone to serve the grant's primary objective of reducing overdose deaths in Lexington, Fayette County.

What is the Cost in this budget year and future budget years? $92,250 is cost in FY25. Future years cost is based upon grant approval for Year 4.

Are the funds budgeted? Budget amendment 13233 is in process. 3190-606105-0001-75101 SAMHSA_2025 FED_GRANT 2025

File Number: 0911-24

Director/Commissioner: Carmen Combs Marks/Kacy Allen-Bryant

EMERGENT®

Narcan® Nasal Spray

Public Interest Price Terms and Conditions (the "Agreement")

The entity specified below ("Customer") acknowledges and agrees that NARCAN® Nasal Spray (Naloxone HCl) 4mg (the "Product") is made available to Customer by Emergent Devices Inc. ("Emergent") at the current discounted Public Interest Price and is conditioned upon Customer's representation and warranty to Emergent as follows:

1. Customer is a "Qualified Purchaser" of the Product at the Public Interest Price as follows:
   Purchaser is:
   - (●) a First Responder, State or Local Government Agency, School, or Community-based organization;
   - ( ) a government funded organization;
   - ( ) an entity that has received a grant for the purchase of the Product; or
   - ( ) an entity that is purchasing the Product on behalf of (i) a state or local government entity, or (ii) a local community harm reduction group as part of a community naloxone distribution program.

   Notwithstanding the foregoing, Customer's purchase of the Product is subject to Emergent's final approval in its sole discretion.
2. Customer shall purchase, receive and use the Product in accordance with all applicable laws, rules and regulations. The Product may only be used by Customer, a person authorized by Customer to receive and/or administer the Product ("Qualified Recipient") or a Qualified Purchaser authorized by Customer, and may not be submitted for reimbursement of any type, including, without limitation, private pay, commercial, government authority, agency or otherwise.
3. Except as provided in paragraphs 12 and 13 below, the Product is not returnable or refundable. Minimum order quantity is 12 units (1 case).
4. The pricing for the Product is in effect for the Term (as defined below). In the event Customer notifies Emergent that Customer is being offered a Naloxone nasal spray comparable product at a lower price, Emergent may, in its sole discretion, match such lower price after receiving written evidence of such lower price offer. Such pricing may be adjusted by Emergent upon thirty (30) days written notice to Customer.
5. The pricing for the Product does not include applicable state or federal sales or use taxes and Customer shall pay all applicable taxes. Applicable taxes are included on each invoice as separate line items. In the event Customer is a sales tax exempt entity or a specific purchase is sales tax exempt, Customer shall provide a valid sales tax exemption certificate to Emergent as provided to Customer by the state or federal taxing authority. In the event Emergent determines Customer or the specific purchase is not sales tax exempt , then Customer shall pay all applicable taxes as detailed in the invoice.
6. Emergent's invoice will be sent to Customer at Customer's billing address or designated email address. Unless otherwise specified on the invoice, all invoices for Product supplied are due and payable in full within thirty (30) days from the date of invoice. Customer agrees to review invoices upon receipt and to notify Emergent in writing of any disputes within twenty (20) days of receipt of invoice. If such written notice is not received by Emergent, the invoice is deemed to be final and payable in full.
7. Emergent has the right and is authorized to request information from Customer and third parties to confirm Customer's Qualified Purchaser status and/or credit status prior to accepting an order, and Customer shall fully cooperate with any such request.
8. Emergent reserves the right to audit Customer to ensure the Product is used as set forth in the Product documentation, in this Agreement, under applicable law, and as otherwise required by Emergent.
9. All orders are subject to acceptance by Emergent. Emergent may fulfill or refuse or otherwise limit orders at its sole discretion. Emergent shall use reasonable efforts to supply Customer with Product; provided, however, Emergent shall have no liability for failure to supply Product.
10. Emergent reserves the right to change or update the carton packaging of Product in Emergent's sole discretion. Emergent represents the contents within the packaging remains unchanged and Customer agrees to accept delivery of the Product (NDC: 6954762702). Emergent will make reasonable efforts to notify the Customer when an alternate carton packaging may be shipped to fulfill Customer's order.
11. Customer represents that all information provided by Customer as a Qualified Purchaser is true, complete and accurate.
12. Emergent warrants that at the time of delivery, the Product (a) is free from defects in design, material, or workmanship, (b) is not adulterated or misbranded within the meaning of the U.S. Food, Drug and Cosmetic Act ("FDA"), and (c) conforms to applicable laws, rules, and regulations of the FDA. In the event the Product delivered to Customer fails to conform to the warranties in this paragraph, Customer may reject such Product by giving written notice to Emergent within seventy-two (72) hours after delivery. If Customer fails to reject the Product in accordance with this paragraph within the seventy-two (72) hour period, Customer is deemed to have accepted the Product. EMERGENT MAKES NO OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE PRODUCT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.
13. Emergent's sole obligation under any warranty shall be to replace or refund Products not conforming to the above warranty. NEITHER CUSTOMER NOR EMERGENT SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OR LOSSES, INCLUDING LOST PROFITS, EVEN IF ADVISED OF THE POSSIBILITY THEREOF.
14. Customer represents it, and its Qualified Recipients, have reviewed the instructions for use, storage, handling, and other information with respect to the Product in accordance with the FDA approved Drug Facts Label and Customer and such Qualified Recipients will comply with such instructions and information. Customer shall be responsible for the negligent acts and omissions of its Qualified Recipients, employees, agents, and representatives.
15. The term of this Agreement commences on the date this Agreement is executed by Customer and continues until terminated by either party

upon thirty (30) days prior written notice to the other party ("Term"). The expiration or termination of this Agreement shall not release Customer from fulfilling any obligations it may incur prior to any such termination, nor prejudice any rights or remedies Emergent may have at law or in equity.

16. During the Term and for a period of one (1) year thereafter, Customer shall hold the terms of this Agreement and information Emergent discloses to Customer in confidence and shall not use such information or disclose it to any third party without the written consent of Emergent. Emergent's consent shall not be unreasonably withheld or delayed where disclosure is required to comply with public disclosure/reporting requirements.

17. This Agreement and any documentation provided by Customer or requested by Emergent (including but not limited to a valid sales tax exemption certificate), constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof. No changes to this Agreement will be binding upon Emergent unless made in writing and signed by Emergent. In the event of any conflict between this Agreement and any other agreement or purchase order of Customer, this Agreement shall govern. Emergent will retain valid sales tax exemption certificates. for the time prescribed on the certificate and may request renewals when required

18. Failure of Emergent to enforce any right without an express written waiver of such right does not waive such right. If a court of competent jurisdiction finds that any provision of this Agreement is invalid or unenforceable, the other provisions of this Agreement will remain in full force and effect.

19. Emergent shall not be liable for delay or failure of performance occasioned by causes beyond its control, including, but not limited to, acts of God, civil unrest, acts of terrorism, declared or undeclared wars, fires, floods, unusually severe weather, earthquakes, strike, lock-out, or other industrial or transportational disturbance, governmental law, regulation or ordinance, failure of public utilities, or unavailability, shortage or interruption of ingredients, raw materials, packaging and/or other materials.

20. Customer may not assign any rights, interests or obligation hereunder without the prior written consent of Emergent. Emergent and Customer are at all times independent contractors and nothing in this Agreement shall be interpreted or construed to create an association, joint venture or partnership between the parties or to impose any partnership obligation or liability upon either party.

☐ ACKNOWLEDGED AND AGREED:

_____
Entity/Organization Full Legal Name

_____
Electronic Signature of Authorized Representative Date

_____
Name of Authorized Representative

_____
Title of Authorized Representative

_____
Entity/Organization Address

LEXINGTON

JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

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

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

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

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

Requesting Division

Name Carmen Combs Marks Division/Dept Social Services - SUDI

Phone 859-258-3834 Email ccombs@lexingtonky.gov

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

Cost: $33.00/unit

Sole Source Request for the Purchase of: Narcan Nasal Spray

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

Vendor Information

Business Name Adept Pharma / Emergent Devices

Contact Name Clark Baker, VP Business Operations

Address 401 Plymouth Road, Ste 400, Plymouth Meeting, PA 19462

Phone 484-232-7811 Email NARCANCustomerService@ebsi.com

STATEMENT OF NEED: (Add additional pages as needed)

LEXINGTON

JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

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

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

Nasal Narcan Pray consists of medication and a proprietary nasal delivery system

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

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

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

☐ Uniqueness of the service. Describe.

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

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

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

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

-

LEXINGTON

JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

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

This product is sold directly from the manufacturer.

4. **How was the price offered determined to be fair and reasonable?**
(Explain what the basis was for comparison and include cost analyses as applicable.)

Government pricing allows LFUCG to purchase the product at a public interest price

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

This product combines two products (medication and delivery system) which reduces cost. This product is the standard nasal Narcan system used by the Division of Fire and other Divisions within LFUCG. Familiarity with the product eliminates the need for training personnel.

August 16, 2024

To whom it may concern

Per your request, please see information below on pricing for NARCAN® Nasal Spray 4 mg/.1mL

Lexington KY qualifies to purchase NARCAN® Nasal Spray at Emergent Device's public interest pricing of $33.00 per carton. Each carton contains two 4 mg devices. The minimum order is 1 case (12 cartons) which is $396.00.

There is no shipping fee, as shipping is provided free of charge. However, please note that this purchase is subject to sales tax, if applicable.

If you were to purchase 1 cases (12 cartons), the subtotal would be $396.00.

Please reference the Terms & Conditions (or your contract details) for additional information.

Sincerely,

Sarah Royalty Tredo
Sarah Royalty Tredo
VP,Customer Experience
NARCANCustomerService@ebsi.com

In accordance with the Public Interest Price Terms and Conditions for the purchase of NARCAN® Nasal Spray (Naloxone HCl) 4mg executed by the Customer, the contents of this letter, specifically including, but not limited to, the pricing outlined herein, shall be considered the confidential information of Emergent and shall be held in confidence by Customer and not disclosed to any third party without the prior written consent of Emergent.

RESOLUTION NO. _____- 2024

A RESOLUTION ESTABLISHING EMERGENT AS A SOLE SOURCE PROVIDER OF NASAL NARCAN FOR UNITED STATES SUBSTANCE ABUSE AND MENTAL HEALTH SERVICES ADMINISTRATION (SAMSHA) FY2022 FIRST-RESPONDERS COMPREHENSIVE ADDICTION AND RECOVERY SUPPORT SERVICES ACT GRANT FOR YEAR 3 CONTINUATION OF THE EXPANDED FIRST RESPONDERS AND COMMUNITY PARTNERS OVERDOSE PREVENTION PROJECT (EFRCPOPP), FOR THE DEPARTMENT OF SOCIAL SERVICES, AND AUTHORIZING THE MAYOR, OR HER DESIGNEE, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE ANY NECESSARY AGREEMENTS WITH EMERGENT RELATED TO THE PROCUREMENT OF THESE GOODS, AT A COST NOT TO EXCEED $92,250.00.

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

Section 1 - That Emergent be and hereby is established as a sole source provider of nasal Narcan for the SAMSHA FY2022 First-Responders Comprehensive Addiction and Recovery Support Services Act Grant for Year 3 Continuation of the Expanded First Responders and Community Partners Overdose Prevention Project, for the Department of Social Services, and authorizing the Mayor, or her designee, on behalf of the Lexington-Fayette Urban County Government, to execute any necessary agreements with Emergent related to the procurement of these goods.

Section 2 - That an amount, not to exceed the sum of $92,250.00, be and hereby is approved for payment to Emergent, from account #3190-606105-75101, pursuant to the terms of the Agreement and contingent upon approval of a pending budget amendment.

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

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0911-24:TAH:4872-4972-3875, v. 1

RESOLUTION NO. 495 - 2024

A RESOLUTION ESTABLISHING EMERGENT AS A SOLE SOURCE PROVIDER OF NASAL NARCAN FOR UNITED STATES SUBSTANCE ABUSE AND MENTAL HEALTH SERVICES ADMINISTRATION (SAMSHA) FY2022 FIRST-RESPONDERS COMPREHENSIVE ADDICTION AND RECOVERY SUPPORT SERVICES ACT GRANT FOR YEAR 3 CONTINUATION OF THE EXPANDED FIRST RESPONDERS AND COMMUNITY PARTNERS OVERDOSE PREVENTION PROJECT (EFRCPOPP), FOR THE DEPARTMENT OF SOCIAL SERVICES, AND AUTHORIZING THE MAYOR, OR HER DESIGNEE, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE ANY NECESSARY AGREEMENTS WITH EMERGENT RELATED TO THE PROCUREMENT OF THESE GOODS, AT A COST NOT TO EXCEED $92,250.00.

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

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

PASSED URBAN COUNTY COUNCIL: October 10, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0911-24:TAH:4872-4972-3875, v. 1

EMERGENT®

Narcan® Nasal Spray

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1. Customer is a "Qualified Purchaser" of the Product at the Public Interest Price as follows:
   Purchaser is:
   - ◉ a First Responder, State or Local Government Agency, School, or Community-based organization;
   - ○ a government funded organization;
   - ○ an entity that has received a grant for the purchase of the Product; or
   - ○ an entity that is purchasing the Product on behalf of (i) a state or local government entity, or (ii) a local community harm reduction group as part of a community naloxone distribution program.

   Notwithstanding the foregoing, Customer's purchase of the Product is subject to Emergent's final approval in its sole discretion.

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3. Except as provided in paragraphs 12 and 13 below, the Product is not returnable or refundable. Minimum order quantity is 12 units (1 case).

4. The pricing for the Product is in effect for the Term (as defined below). In the event Customer notifies Emergent that Customer is being offered a Naloxone nasal spray comparable product at a lower price, Emergent may, in its sole discretion, match such lower price after receiving written evidence of such lower price offer. Such pricing may be adjusted by Emergent upon thirty (30) days written notice to Customer.

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8. Emergent reserves the right to audit Customer to ensure the Product is used as set forth in the Product documentation, in this Agreement, under applicable law, and as otherwise required by Emergent.

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11. Customer represents that all information provided by Customer as a Qualified Purchaser is true, complete and accurate.

12. Emergent warrants that at the time of delivery, the Product (a) is free from defects in design, material, or workmanship, (b) is not adulterated or misbranded within the meaning of the U.S. Food, Drug and Cosmetic Act ("FDA"), and (c) conforms to applicable laws, rules, and regulations of the FDA. In the event the Product delivered to Customer fails to conform to the warranties in this paragraph, Customer may reject such Product by giving written notice to Emergent within seventy-two (72) hours after delivery. If Customer fails to reject the Product in accordance with this paragraph within the seventy-two (72) hour period, Customer is deemed to have accepted the Product. EMERGENT MAKES NO OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE PRODUCT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

13. Emergent's sole obligation under any warranty shall be to replace or refund Products not conforming to the above warranty. NEITHER CUSTOMER NOR EMERGENT SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OR LOSSES, INCLUDING LOST PROFITS, EVEN IF ADVISED OF THE POSSIBILITY THEREOF.

14. Customer represents it, and its Qualified Recipients, have reviewed the instructions for use, storage, handling, and other information with respect to the Product in accordance with the FDA approved Drug Facts Label and Customer and such Qualified Recipients will comply with such instructions and information. Customer shall be responsible for the negligent acts and omissions of its Qualified Recipients, employees, agents, and representatives.

15. The term of this Agreement commences on the date this Agreement is executed by Customer and continues until terminated by either party

EMERGENT®

upon thirty (30) days prior written notice to the other party ("Term"). The expiration or termination of this Agreement shall not release Customer from fulfilling any obligations it may incur prior to any such termination, nor prejudice any rights or remedies Emergent may have at law or in equity.

16. During the Term and for a period of one (1) year thereafter, Customer shall hold the terms of this Agreement and information Emergent discloses to Customer in confidence and shall not use such information or disclose it to any third party without the written consent of Emergent. Emergent's consent shall not be unreasonably withheld or delayed where disclosure is required to comply with public disclosure/reporting requirements.

17. This Agreement and any documentation provided by Customer or requested by Emergent (including but not limited to a valid sales tax exemption certificate), constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof. No changes to this Agreement will be binding upon Emergent unless made in writing and signed by Emergent. In the event of any conflict between this Agreement and any other agreement or purchase order of Customer, this Agreement shall govern. Emergent will retain valid sales tax exemption certificates. for the time prescribed on the certificate and may request renewals when required

18. Failure of Emergent to enforce any right without an express written waiver of such right does not waive such right. If a court of competent jurisdiction finds that any provision of this Agreement is invalid or unenforceable, the other provisions of this Agreement will remain in full force and effect.

19. Emergent shall not be liable for delay or failure of performance occasioned by causes beyond its control, including, but not limited to, acts of God, civil unrest, acts of terrorism, declared or undeclared wars, fires, floods, unusually severe weather, earthquakes, strike, lock-out, or other industrial or transportational disturbance, governmental law, regulation or ordinance, failure of public utilities, or unavailability, shortage or interruption of ingredients, raw materials, packaging and/or other materials.

20. Customer may not assign any rights, interests or obligation hereunder without the prior written consent of Emergent. Emergent and Customer are at all times independent contractors and nothing in this Agreement shall be interpreted or construed to create an association, joint venture or partnership between the parties or to impose any partnership obligation or liability upon either party.

☑ ACKNOWLEDGED AND AGREED:

Lexington-Fayette Urban County Government

Entity/Organization Full Legal Name

Linda Gorton

Electronic Signature of Authorized Representative

Date 10/10/2024

Linda Gorton

Name of Authorized Representative

Mayor

Title of Authorized Representative

200 East Main Street, Lexington, KY 40507

Entity/Organization Address

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0912-24

File ID:	0912-24	**Type:**	Resolution	**Status:**	Approved
Version:	2	**Contract #:**	280-2024	**In Control:**	Urban County Council
				File Created:	09/06/2024
File Name:	Request Council authorization to execute an agreement between Lexington-Fayette Urban County Government (LFUCG) and Commerce Lexington, Inc. and to accept $200,000.00, plus additional required funding (amount to be determined) from Commerce Lexington, Inc			**Final Action:**	10/10/2024

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Memorandum of Agreement with Commerce Lexington, Inc., related to the Innovation Dr. and Georgetown Rd. Improvement Project, at no cost to the Urban County Government. [Dept. of Environmental Quality and Public Works, Albright]

Notes: Signed and filed in the CCO. Returned to CElia Moore 9/27/2024. MS

Sponsors:		**Enactment Date:**	10/10/2024
Attachments:	25-Blue Sheet Memo Commerce Lexington MOA, Innovation Drive Exhibit, Commerce Lexington MOA for Mayor Signature, RESO 0912-24 Innovation Drive MOU 4876-6389-1171 v.1.docx, R-496-2024, Contract #280-2024	**Enactment Number:**	R-496-2024
Deed #:		**Hearing Date:**	
Drafter:	Katrina James	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	Urban County Council Work Session	09/17/2024	Approved and Referred to Docket	Urban County Council	09/26/2024		Pass
2	Urban County Council	09/26/2024	Received First Reading	Urban County Council	10/10/2024		
2	Urban County Council	10/10/2024	Approved				Pass

Text of Legislative File 0912-24

Title

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

a Memorandum of Agreement with Commerce Lexington, Inc., related to the Innovation Dr. and Georgetown Rd. Improvement Project, at no cost to the Urban County Government. [Dept. of Environmental Quality and Public Works, Albright]

Summary

Authorization to execute an agreement between Lexington-Fayette Urban County Government (LFUCG) and Commerce Lexington, Inc. and to accept $200,000.00, plus additional required funding (amount to be determined) from Commerce Lexington, Inc. to satisfy the Local Public Agency (LPA) funds match to make improvements to the intersection of Innovation Drive (CS 1185) and Georgetown Rd (US 25). LFUCG will have the work performed, and Commerce Lexington, Inc. will provide all necessary funding that is beyond the Kentucky Transportation Cabinet's (KYTC) reimbursable funding. (L0912-24) (Albright)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Michael Cravens, 8/29/2024

Risk Management: N/A

Fully Budgeted: Yes

Account Number: 3160-900101-0001-82301

This Fiscal Year Impact: $200,000

Annual Impact: $0

Project: INNOVATION_2024

Activity: FED_GRANT

Budget Reference: 2024

Current Balance: $200,000.00

MAYOR LINDA GORTON

LEXINGTON

THERESA REYNOLDS
DIRECTOR
GRANTS & SPECIAL PROGRAMS

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

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

DATE: **SEPTEMBER 5, 2024**

SUBJECT: **Agreement with Commerce Lexington for Innovation Drive (CS 1185) and Georgetown Road (US 25) Improvement Project**

Request: Council authorization to execute an agreement between Lexington-Fayette Urban County Government (LFUCG) and Commerce Lexington, Inc. and to accept $200,000.00, plus additional required funding (amount to be determined) from Commerce Lexington, Inc. to satisfy the Local Public Agency (LPA) funds match to make improvements to the intersection of Innovation Drive (CS 1185) and Georgetown Rd (US 25). LFUCG will have the work performed, and Commerce Lexington, Inc. will provide all necessary funding that is beyond the Kentucky Transportation Cabinet's (KYTC) reimbursable funding.

Purpose of the Request: On March 21, 2024 (Resolution 120-2024) Council executed an agreement with Kentucky Transportation Cabinet for the acceptance of $426,648 in State reimbursement funding (FD04) for the Innovation Drive and Georgetown Road Improvement project. KYTC funding will be available for reimbursement once LFUCG expends $200,000 of matching funds on the project. Commerce Lexington, Inc. will be providing the $200,000 of match funding and any additional project expenses that exceed $626,648.

Commerce Lexington, Inc. desires to convert an existing segment of Innovation Drive (the last 550' before Georgetown Rd) from a *temporary private street* to a *permanent public street*. And KYTC desires to make improvements to Georgetown Rd (US25) by adding a right turn lane onto this segment of Innovation Drive. Therefore, Commerce Lexington, Inc. will be providing the $200,000 of match funding as well as any project expenses in excess of $626,648. At the completion of this project, KYTC will own the improvements to Georgetown Road (US 25) that are in the KYTC right-of-way, and LFUCG will own Innovation Drive in its entirety. This permanent connection will provide improved access to the Bluegrass Business Park as well as provide congestion relief at the intersection of Georgetown Rd and Citation Blvd. Ultimately, there will be no direct cost to LFUCG for this project.

The cost in this budget year and future budget years: Cost in FY2025 is $626,648 ($426,648 federal funds are budgeted and $200,000 match from Commerce Lexington). Future years funding is dependent upon availability of grant funding.

Are the funds budgeted? Yes, 3160-900101-0001-82301 INNOVATION_2024 FED_GRANT 2024

File Number: 0912-24

Director/Commissioner: Albright


100 STORAGE
240' RIGHT TURN TAPER
IMPROVE TO LFUCG STANDARDS (CURB, GUTTER, SIDEWALK AND PAVEMENT THICKNESS
INNOVATION DRIVE
GEORGETOWN ROAD
795'
CITATION BOULEVARD
N
BLUEGRASS BUSINESS PARK
LEXINGTON, FAYETTE COUNTY
GEORGETOWN ROAD/INNOVATION DRIVE
INTERSECTION EXHIBIT
OCTOBER, 2023
50 25 0 50
GRAPHIC SCALE 1"=50'

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT, (hereinafter the "Agreement"), made and entered into on the 28th day of August, 2024, by and between **COMMERCE LEXINGTON, INC.** (hereinafter "Organization"), a Kentucky non-profit corporation, whose mailing address is PO Box 1968, Lexington, Kentucky 40588-1968 and the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT** (hereinafter "LFUCG"), an urban county government of the Commonwealth of Kentucky pursuant to Chapter 67A of the Kentucky Revised Statutes, 200 East Main Street, Lexington, Kentucky 40507 (collectively, the "Parties").

WITNESSETH

WHEREAS, Organization currently manages the industrial park, including the road known as Innovation Drive (CS 1185) which connects to Georgetown Road (US 25) in Lexington, Kentucky, and Organization will facilitate the transfer of ownership of the road to LFUCG, and LFUCG intends to accept the road before beginning construction of the project as set forth herein; and

WHEREAS, LFUCG is willing to undertake the road project (hereinafter the "Project") to complete improvements of Innovation Drive and create a right turn lane on Georgetown Road at Innovation Drive, consistent with applicable local and state standards; and

WHEREAS, in order to facilitate LFUCG's completion of the Project, LFUCG requested funding assistance from the Commonwealth of Kentucky Transportation Cabinet Department of Highways (hereinafter the "Cabinet") for costs incurred for this Project; and

WHEREAS, the Cabinet has agreed to reimburse LFUCG up to Four Hundred Twenty-Six Thousand, Six Hundred Forty-Eight Dollars ($426,648.00) in state reimbursable funding (FD04) for eligible expenses for the completion of said Project; and

WHEREAS, LFUCG has agreed to receive up to the sum of Four Hundred Twenty-Six Thousand, Six Hundred Forty-Eight Dollars ($426,648.00) from the Cabinet pursuant to the Agreement Between Commonwealth of Kentucky Transportation Cabinet Department of Highways and Lexington-Fayette Urban County Government (hereinafter, "KYTC Agreement"), which is attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, the KYTC Agreement obligates LFUCG to an immediate expenditure of Two Hundred Thousand Dollars ($200,000.00) of local funds for the Project, before it may access the reimbursable funding provided by the Cabinet for the eligible expenses for the project under the terms of the KYTC Agreement; and

WHEREAS, Organization has agreed to contribute Two Hundred Thousand Dollars ($200,000.00) to LFUCG in fulfilment of the obligation for an expenditure of Two Hundred Thousand Dollars ($200,000.00) in local funds for the Project, under the KYTC Agreement; and

WHEREAS, Organization has further agreed to reimburse LFUCG for any and all amounts necessary for completion of the Project that exceed the funding disbursed from the Cabinet to LFUCG for this Project for eligible expenses; and

WHEREAS, the Parties desire to enter into this Memorandum of Agreement to memorialize the undertakings and responsibilities of the Parties, respectively, and the terms and conditions of their agreement in respect to the Project.

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

1. **INCORPORATION OF RECITALS.** The recitals, above, are hereby incorporated by reference as if fully set forth.

2. **EFFECTIVE DATE; TERM.** This Agreement shall commence on the date of the signature by the Mayor of the Lexington-Fayette Urban County Government (hereinafter the "Effective Date") and shall last for a period of 3 years unless terminated by LFUCG at an earlier time. Time is of the essence in the performance of this Agreement.

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

   a. Exhibit "A" – Agreement Between Commonwealth of Kentucky Transportation Cabinet Department of Highways and Lexington-Fayette Urban County Government

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

4. **COST ESTIMATES AND COST ALLOCATION.** The estimated cost of this Project is an amount not to exceed **SIX HUNDRED TWENTY-SIX THOUSAND, SIX HUNDRED FORTY-EIGHT DOLLARS ($626,648.00)**. Organization agrees to initially contribute **TWO HUNDRED THOUSAND DOLLARS ($200,000.00)** in private funds to LFUCG for the Project, in fulfillment of the local match required by the KYTC Agreement. Following the expenditure of **TWO HUNDRED THOUSAND DOLLARS ($200,000.00)** in local funds, the Cabinet has agreed to reimburse LFUCG an additional sum in eligible Project expenditures in an amount up to **FOUR HUNDRED TWENTY-SIX THOUSAND, SIX HUNDRED FORTY-EIGHT DOLLARS ($426,648.00)**. Organization understands and agrees that if the actual cost of the Project exceeds amounts received by LFUCG from the Cabinet as reimbursement for Project costs under the KYTC Agreement, or in the event that certain expenses incurred by LFUCG are deemed to be ineligible for reimbursement from the Cabinet, the Organization is required to fully reimburse LFUCG for any gaps in funding, including any additional Project costs above and beyond the state reimbursable funding provided by the Cabinet. For this reason, Organization further agrees that, following the opening of bids for the project, and prior to any contract award by LFUCG, Organization shall remit to LFUCG any additional amount of funds needed above and beyond the sum of **SIX HUNDRED TWENTY-SIX THOUSAND, SIX HUNDRED FORTY-EIGHT DOLLARS ($626,648.00)** described herein, to cover the total amount of the contract award, plus Organization shall remit an additional sum as contingency in the amount of 10% of the total

contract award, with the understanding that any non-utilized sums remitted to LFUCG to cover the contract award would be returned to Organization following final construction.

It is the expressed intention of the parties hereto that the costs of the Project be funded through state reimbursable funding authorized and provided by the Cabinet, with the required expenditure of **TWO HUNDRED THOUSAND DOLLARS ($200,000)** in local match being contributed by Organization and with Organization further agreeing to contribute any additional amounts necessary for eligible project expenses that exceed the state reimbursable funding authorized by the KYTC Agreement. In no event shall LFUCG be required to incur any liability for any costs associated with the Project, and in no event shall LFUCG be required to contribute to the cost of the Project to cover any deficiencies in funding.

5. **MATCHING FUNDS.** Organization understands and agrees that it shall contribute **TWO HUNDRED THOUSAND DOLLARS ($200,000.00)** of private funding toward the completion of this Project, which amount is specified in Exhibit A as local funds. Organization shall submit a lump sum payment to LFUCG to equal a total expenditure of Two Hundred Thousand Dollars ($200,000.00) of private funds.

6. **REPRESENTATIONS OF ORGANIZATION.** Organization represents that it has been duly organized under the laws of the Commonwealth of Kentucky and validly exists in good standing under the laws of the Commonwealth of Kentucky. Organization further represents that it has all requisite corporate power and authority to enter into and fully perform this Agreement. Organization's execution and delivery of this Memorandum of Agreement and performance of all duties and obligations contained herein have been duly authorized by all necessary corporate action on behalf of Organization and this Memorandum of Agreement is enforceable against Organization in accordance with its terms.

7. **CONSTRUCTION OF THE PROJECT; CONSTRUCTION APPROVALS; CHANGES IN THE WORK; CHANGE ORDERS; PAYMENT REQUESTS.** Any and all work performed pursuant to this Agreement shall be approved by LFUCG's Department of Environmental Quality and Public Works. LFUCG shall bid, contract for, and cause to be prosecuted to completion, the construction of the Project. LFUCG's construction contractors and subcontractors shall furnish all construction labor, equipment, and will use contractor supplied materials to construct the Project in accordance with construction plans reviewed and approved by LFUCG. Provided, however, that prior to the acceptance of any bid for work on the Project, LFUCG hereby agrees to provide the bid to Organization for its consideration; in the event that the amount of the bid is deemed unacceptable to proceed with the work by either Organization or LFUCG, such disapproval shall be stated in writing directed to the other party. Upon receipt of such disapproval, LFUCG shall be under no obligation to proceed with the Project. In that event, LFUCG shall return all sums provided by Organization, less any amount incurred and expended for appropriate pre-bid purposes.

LFUCG hereby agrees to submit any changes or modifications to Organization for consideration and approval before the commencement of any work pursuant to those changes, modifications, or change orders. LFUCG shall also notify Organization in writing, and obtain the approval of Organization, prior to any change orders to the construction plans or other construction that will affect the costs of the Project. LFUCG further agrees to share requests for payment for Project expenses incurred to Organization, prior to such payments being made; provided, however, that LFUCG retains sole discretion to deem requests for payment to be appropriate for payment under contract(s) awarded by it, and nothing herein

relieves Organization of its responsibility to reimburse LFUCG for project costs incurred by LFUCG, notwithstanding any determination by the Cabinet on the question of eligibility for reimbursement that may be to the contrary.

LFUCG reserves the right in its sole discretion to demand that its construction contractors or subcontractors immediately cease any portion of, or all further work undertaken within the scope of work of the Project. Any authorized services performed, or materials used or installed to the satisfaction of LFUCG before the demand to cease any and all further work shall be paid in accordance with the terms of this Agreement, with such sums to be reimbursed by Organization or by the Cabinet, as appropriate. LFUCG shall thereafter undertake only minimal, reasonable, and necessary additional work and acquire, expend, use, or install only minimal, reasonable, and necessary additional materials to re-establish the original use and function of the road.

8. COMMENCEMENT DATE; DELAY. This Agreement will commence on the Effective Date. Time is of the essence in the performance of this Agreement. If delays result solely by reason of the acts of Organization, Organization shall be solely liable for any increased costs or penalties associated with such delays.

9. RESTRICTED FUNDS HELD IN RESERVE BY ORGANIZATION; INSURANCE. Organization represents that it maintains adequate funds in a restricted bank account to pay both the local match in the amount of **TWO HUNDRED THOUSAND DOLLARS ($200,000)**, an additional amount above and beyond the sum of **SIX HUNDRED TWENTY-SIX THOUSAND, SIX HUNDRED FORTY-EIGHT DOLLARS ($626,648.00)** to cover the total amount of the contract award, and an additional reserve necessary to satisfy a cost contingency of 10% of the total contract award, which amounts shall be remitted to LFUCG prior to contract award by LFUCG. Organization further agrees to maintain such additional funds in reserve as may become necessary to complete the project in the event of the exhaustion of all funds remitted by Organization to LFUCG as set forth herein. In order to give effect to the intent of the parties regarding retention of reserve funding, Organization shall specify the amount of reserve funding being retained in a restricted bank account for additional project cost contingencies to LFUCG at the time of contract award, which shall be in an amount deemed acceptable to LFUCG. Such reserve funding shall be retained in the restricted account by Organization until project completion. Organization further agrees to maintain, at all times, insurance coverage in an amount deemed acceptable to LFUCG, and Organization shall provide proof of insurance coverage upon request. Organization shall provide at least thirty (30) days advance written notice via certified mail, return receipt requested, in the event that any required insurance coverages are canceled or not renewed.

10. TERMINATION. Organization may only terminate this Agreement due to LFUCG's material breach of the terms hereof which causes Organization to be unable to perform its duties or responsibilities under this Agreement, and only upon thirty (30) days written advance notice to LFUCG by registered or certified mail. LFUCG shall have the right to terminate and cancel this Agreement at any time upon thirty (30) days written notice served on Organization by registered or certified mail.

11. DEFAULT. No party shall be in default under this Agreement unless and until the non-defaulting party shall have given the defaulting party written notice of such default and the defaulting party shall have failed to cure the default within thirty (30) days after written receipt

of such notice. Upon the failure by the defaulting party to timely cure any default after notice thereof from the non-defaulting party, the non-defaulting party shall have the right to terminate the Agreement and pursue an appropriate remedy.

12. INDEMNIFICATION AND HOLD HARMLESS. Organization shall indemnify, save, hold harmless, and defend LFUCG and its elected and appointed officials, employees, agents, volunteers, and successors in interest from and against any and all liability, damages, and losses, including but not limited to, demands, claims, 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, out of any negligent act or omission or willful misconduct on the part of Organization, its agents, or employees in the performance of or with relation to any obligations undertaken by LFUCG, its agents, or its employees, under this Agreement.

13. BINDING EFFECT. This Agreement shall be binding upon, and shall inure to the benefit of, the executors, heirs, successors, and assigns of the parties hereto, and no party shall assign, sublet, or transfer its interests in this Agreement without the written consent of the other parties.

14. NON-WAIVER. The failure or delay on the part of Organization, or LFUCG to exercise any right, power or privilege hereunder shall not operate as a waiver thereof.

15. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter contained herein and supersedes all prior offers, negotiations, and other agreements concerning the subject matter contained herein. No part of this Agreement may be altered, modified, or changed in any way except in writing signed by the parties hereto or signed by the duly authorized representatives of said Parties. Unless specifically waived herein, all LFUCG ordinances, manuals, rules, regulations, or similar requirement of LFUCG applicable to the subject matter of this Agreement shall control.

16. AMENDMENTS. This Agreement may only by amended by a written agreement of all the parties hereto. No revision of this Agreement shall be valid unless made in writing and signed by an officer of Organization, and an authorized signatory on behalf of LFUCG.

17. GOVERNING LAW; CHOICE OF FORUM. The laws of the Commonwealth of Kentucky shall govern this Agreement. This Agreement shall be interpreted, applied and enforced according to the fair meaning of its terms and not be construed strictly in favor of or against either party, regardless of which party may have drafted any of its provisions. Any action brought against LFUCG or Organization on this Agreement, including but not limited to actions either for breach of the agreement or for enforcement of the agreement, shall be brought in a court of appropriate jurisdiction in Fayette County, Kentucky.

18. ASSIGNMENT/ASSUMPTION. Organization may not assign any of its rights and duties under this Agreement without the prior written consent of LFUCG.

19. SEVERABILITY. In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect,

[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

COMMERCE LEXINGTON, INC.

BY _____
Robert Quick

4869-3418-2356, v. 2

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A MEMORANDUM OF AGREEMENT WITH COMMERCE LEXINGTON, INC., RELATED TO THE INNOVATION DRIVE AND GEORGETOWN ROAD IMPROVEMENT PROJECT, AT NO COST TO THE URBAN COUNTY GOVERNMENT.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute a Memorandum of Agreement, which is attached hereto and incorporated herein by reference, with Commerce Lexington, Inc. related to the Innovation Drive and Georgetown Road Improvement Project.

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
0912-24:GET:4876-6389-1171, v. 1

RESOLUTION NO. 496 - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A MEMORANDUM OF AGREEMENT WITH COMMERCE LEXINGTON, INC., RELATED TO THE INNOVATION DRIVE AND GEORGETOWN ROAD IMPROVEMENT PROJECT, AT NO COST TO THE URBAN COUNTY GOVERNMENT.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute a Memorandum of Agreement, which is attached hereto and incorporated herein by reference, with Commerce Lexington, Inc. related to the Innovation Drive and Georgetown Road Improvement Project.

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

PASSED URBAN COUNTY COUNCIL: October 10, 2024

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0912-24:GET:4876-6389-1171, v. 1

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT, (hereinafter the "Agreement"), made and entered into on the 23rd day of August, 2024, by and between **COMMERCE LEXINGTON, INC.** (hereinafter "Organization"), a Kentucky non-profit corporation, whose mailing address is PO Box 1968, Lexington, Kentucky 40588-1968 and the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT** (hereinafter "LFUCG"), an urban county government of the Commonwealth of Kentucky pursuant to Chapter 67A of the Kentucky Revised Statutes, 200 East Main Street, Lexington, Kentucky 40507 (collectively, the "Parties").

W I T N E S S E T H

WHEREAS, Organization currently manages the industrial park, including the road known as Innovation Drive (CS 1185) which connects to Georgetown Road (US 25) in Lexington, Kentucky, and Organization will facilitate the transfer of ownership of the road to LFUCG, and LFUCG intends to accept the road before beginning construction of the project as set forth herein; and

WHEREAS, LFUCG is willing to undertake the road project (hereinafter the "Project") to complete improvements of Innovation Drive and create a right turn lane on Georgetown Road at Innovation Drive, consistent with applicable local and state standards; and

WHEREAS, in order to facilitate LFUCG's completion of the Project, LFUCG requested funding assistance from the Commonwealth of Kentucky Transportation Cabinet Department of Highways (hereinafter the "Cabinet") for costs incurred for this Project; and

WHEREAS, the Cabinet has agreed to reimburse LFUCG up to Four Hundred Twenty-Six Thousand, Six Hundred Forty-Eight Dollars ($426,648.00) in state reimbursable funding (FD04) for eligible expenses for the completion of said Project; and

WHEREAS, LFUCG has agreed to receive up to the sum of Four Hundred Twenty-Six Thousand, Six Hundred Forty-Eight Dollars ($426,648.00) from the Cabinet pursuant to the Agreement Between Commonwealth of Kentucky Transportation Cabinet Department of Highways and Lexington-Fayette Urban County Government (hereinafter, "KYTC Agreement"), which is attached hereto as Exhibit A and incorporated herein by reference; and

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1. **INCORPORATION OF RECITALS.** The recitals, above, are hereby incorporated by reference as if fully set forth.

2. **EFFECTIVE DATE; TERM.** This Agreement shall commence on the date of the signature by the Mayor of the Lexington-Fayette Urban County Government (hereinafter the "Effective Date") and shall last for a period of 3 years unless terminated by LFUCG at an earlier time. Time is of the essence in the performance of this Agreement.

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

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contract award, with the understanding that any non-utilized sums remitted to LFUCG to cover the contract award would be returned to Organization following final construction.

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8. COMMENCEMENT DATE; DELAY. This Agreement will commence on the Effective Date. Time is of the essence in the performance of this Agreement. If delays result solely by reason of the acts of Organization, Organization shall be solely liable for any increased costs or penalties associated with such delays.

9. RESTRICTED FUNDS HELD IN RESERVE BY ORGANIZATION; INSURANCE. Organization represents that it maintains adequate funds in a restricted bank account to pay both the local match in the amount of **TWO HUNDRED THOUSAND DOLLARS ($200,000)**, an additional amount above and beyond the sum of **SIX HUNDRED TWENTY-SIX THOUSAND, SIX HUNDRED FORTY-EIGHT DOLLARS ($626,648.00)** to cover the total amount of the contract award, and an additional reserve necessary to satisfy a cost contingency of 10% of the total contract award, which amounts shall be remitted to LFUCG prior to contract award by LFUCG. Organization further agrees to maintain such additional funds in reserve as may become necessary to complete the project in the event of the exhaustion of all funds remitted by Organization to LFUCG as set forth herein. In order to give effect to the intent of the parties regarding retention of reserve funding, Organization shall specify the amount of reserve funding being retained in a restricted bank account for additional project cost contingencies to LFUCG at the time of contract award, which shall be in an amount deemed acceptable to LFUCG. Such reserve funding shall be retained in the restricted account by Organization until project completion. Organization further agrees to maintain, at all times, insurance coverage in an amount deemed acceptable to LFUCG, and Organization shall provide proof of insurance coverage upon request. Organization shall provide at least thirty (30) days advance written notice via certified mail, return receipt requested, in the event that any required insurance coverages are canceled or not renewed.

10. TERMINATION. Organization may only terminate this Agreement due to LFUCG's material breach of the terms hereof which causes Organization to be unable to perform its duties or responsibilities under this Agreement, and only upon thirty (30) days written advance notice to LFUCG by registered or certified mail. LFUCG shall have the right to terminate and cancel this Agreement at any time upon thirty (30) days written notice served on Organization by registered or certified mail.

11. DEFAULT. No party shall be in default under this Agreement unless and until the non-defaulting party shall have given the defaulting party written notice of such default and the defaulting party shall have failed to cure the default within thirty (30) days after written receipt

of such notice. Upon the failure by the defaulting party to timely cure any default after notice thereof from the non-defaulting party, the non-defaulting party shall have the right to terminate the Agreement and pursue an appropriate remedy.

12. INDEMNIFICATION AND HOLD HARMLESS. Organization shall indemnify, save, hold harmless, and defend LFUCG and its elected and appointed officials, employees, agents, volunteers, and successors in interest from and against any and all liability, damages, and losses, including but not limited to, demands, claims, 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, out of any negligent act or omission or willful misconduct on the part of Organization, its agents, or employees in the performance of or with relation to any obligations undertaken by LFUCG, its agents, or its employees, under this Agreement.

13. BINDING EFFECT. This Agreement shall be binding upon, and shall inure to the benefit of, the executors, heirs, successors, and assigns of the parties hereto, and no party shall assign, sublet, or transfer its interests in this Agreement without the written consent of the other parties.

14. NON-WAIVER. The failure or delay on the part of Organization, or LFUCG to exercise any right, power or privilege hereunder shall not operate as a waiver thereof.

15. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter contained herein and supersedes all prior offers, negotiations, and other agreements concerning the subject matter contained herein. No part of this Agreement may be altered, modified, or changed in any way except in writing signed by the parties hereto or signed by the duly authorized representatives of said Parties. Unless specifically waived herein, all LFUCG ordinances, manuals, rules, regulations, or similar requirement of LFUCG applicable to the subject matter of this Agreement shall control.

16. AMENDMENTS. This Agreement may only by amended by a written agreement of all the parties hereto. No revision of this Agreement shall be valid unless made in writing and signed by an officer of Organization, and an authorized signatory on behalf of LFUCG.

17. GOVERNING LAW; CHOICE OF FORUM. The laws of the Commonwealth of Kentucky shall govern this Agreement. This Agreement shall be interpreted, applied and enforced according to the fair meaning of its terms and not be construed strictly in favor of or against either party, regardless of which party may have drafted any of its provisions. Any action brought against LFUCG or Organization on this Agreement, including but not limited to actions either for breach of the agreement or for enforcement of the agreement, shall be brought in a court of appropriate jurisdiction in Fayette County, Kentucky.

18. ASSIGNMENT/ASSUMPTION. Organization may not assign any of its rights and duties under this Agreement without the prior written consent of LFUCG.

19. SEVERABILITY. In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect,

such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement.

20. NO THIRD-PARTY RIGHTS. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give to any person other than the parties hereto any right, remedy, or claim under or by reason of such agreement or covenant, condition, or stipulation herein contained. Nothing expressed or mentioned in or to be implied from this Agreement is intended or shall be construed to give to any person other than the parties hereto any legal or equitable right, remedy, or claim under or in respect to this Agreement.

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

For Organization:

Commerce Lexington, Inc.
330 E. Main Street
Lexington, Kentucky 40507
Attn: Robert Quick

For LFUCG:

Lexington-Fayette Urban County Government
Environmental Quality and Public Works Commissioner's Office
9th Floor
200 East Main Street
Lexington, Kentucky 40507
Attn: Nancy Albright

Organization or LFUCG may from time to time designate any other address for this purpose by written notice to the other Party.

22. This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original. In the event that any signature is delivered by facsimile or by email of a ".pdf" format data file, such signature shall create a valid and binding obligation of such party with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

23. The execution, delivery and performance of this Agreement and any documents relating hereto have been duly authorized by all necessary parties, and this Agreement is enforceable in accordance with its terms. Organization and LFUCG have full power and authority to enter into this Agreement, to execute and deliver all instruments and documents referred to herein and to consummate the transactions contemplated hereby.

[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

Linda Gorton, Mayor

ATTEST:

Mackenzie Cook

Clerk of Urban County Council

Deputy

COMMERCE LEXINGTON, INC.

BY Robert Quick

Robert Quick

4869-3418-2356, v. 2

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0914-24

File ID:	0914-24	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	271-2024	**In Control:**	Urban County Council
				File Created:	09/08/2024
File Name:	OHPI CAC Winter Family Shelter 2024-25			**Final Action:**	09/26/2024

Title:

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Subrecipient Agreement with Community Action Council for Lexington-Fayette, Bourbon, Harrison, and Nicholas Counties, Inc. ("CAC"), allocating $122,823 of funds awarded pursuant to the American Rescue Plan Act (ARPA) to the CAC to provide temporary emergency shelter and supportive services to homeless families caring for minor children, and authorizing the mayor to execute any other needed agreements or amendments with the CAC related to these funds. [Office of Homelessness Prevention and Intervention, Herron]

Notes: Stamped and filed in the CCO. Returned to Jeff and Marissa 10/8/2024. MS

Sponsors:		**Enactment Date:**	09/26/2024
Attachments:	24-Bluesheet - CAC Winter Family Shelter 2024-25, CAC_EFH_WinterShelter_ScopeofWork-2024-25, Subrecipient Agreement (CAC -- families)- Final, RESO 914-24 4874-9487-6904 v.1.docx, R-484-2024, Contract #271-2024, Contract #271-2024 -	**Enactment Number:**	R-484-2024
Deed #:		**Hearing Date:**	
Drafter:	Jeff Herron	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	09/17/2024	Approved and Referred to Docket	Urban County Council	09/26/2024		Pass
1	Urban County Council	09/26/2024	Received First Reading	Urban County Council	10/10/2024		
1	Urban County Council	09/26/2024	Suspended Rules for Second Reading				Pass
1	Urban County Council	09/26/2024	Approved				Pass

Text of Legislative File 0914-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Subrecipient Agreement with Community Action Council for Lexington-Fayette, Bourbon, Harrison, and Nicholas Counties, Inc. ("CAC"), allocating $122,823 of funds awarded pursuant to the American Rescue Plan Act (ARPA) to the CAC to provide temporary emergency shelter and supportive services to homeless families caring for minor children, and authorizing the mayor to execute any other needed agreements or amendments with the CAC related to these funds. [Office of Homelessness Prevention and Intervention, Herron]

Summary

Authorization to execute an Agreement with Community Action Council for Lexington-Fayette, Bourbon, Harrison, and Nicholas Counties, Inc. for operation of limited capacity Temporary Winter Motel Shelter Services for Families in the amount of $122,823.00. Funds are budgeted. (L0914-24) (Herron/Lanter)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by William Razor, 8/22/2024

Risk Management: N/A

Fully Budgeted: Yes

Account Number: 3230-155003-0001-78112

This Fiscal Year Impact: $122,823.00

Annual Impact: $0

Project: AR_OHPI_2024

Activity: FED_GRANT

Budget Reference: 2024

Current Balance: $122,823.17

MAYOR LINDA GORTON

LEXINGTON

CHARLIE LANTER
COMMISSIONER
HOUSING ADVOCACY & COMMUNITY
DEVELOPMENT

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

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

DATE: **September 8, 2024**

SUBJECT: **Limited Capacity Temporary Winter Motel Shelter for Families with Children Experiencing Homelessness**

Request: Council authorization to execute an agreement with Community Action Council for Lexington-Fayette, Bourbon, Harrison, and Nicholas Counties, Inc. for operation of Temporary Winter Motel Shelter Services in the amount of $122,823.00. This program will provide temporary emergency shelter during the winter season for families with minor children.

Purpose of Request: The Office of Homelessness Prevention and Intervention, in consultation with community providers and stakeholders, has developed a multi-faceted winter response plan to meet the needs of the over 800 persons who experience homelessness in Fayette County on any given night. This winter response plan allows the community to respond to the need for increased emergency shelter capacity, including for families with minor children.

Community Action Council operates the Emergency Family Housing Program, Lexington's only dedicated family emergency shelter program. The proposed funding will allow the Emergency Family Housing Program to maintain a limited number of motel rooms as emergency shelter. Families with minor children presenting within the homelessness response system and lacking other shelter options can be provided with a short-term hotel stay. Households will receive supportive services including assistance with basic needs and case management toward permanent housing. The program will operate between November 1, 2024, and April 1, 2025.

What is the Cost in this budget year and future budget years? Cost in FY25 is $122,823.
The cost for future FY26 is: $0

Are the funds budgeted? Yes
Account number: 3230-155003-0001-78112 (AR_OHPI_2024)

File Number: 0914-24

Director/Commissioner: Herron/Lanter

COMMUNITY ACTION COUNCIL
Emergency Family Housing Winter Shelter
FY2024-25

Scope of Work

Agency Name:	Community Action Council
Mailing Address:	PO Box 11610, Lexington, KY 40576
Street Address:	710 W High Street, Lexington, KY 40508
Agency Representative:	Sharon Price, Executive Director
Agency Representative Contact Information:	859-233-4600, sharon.price@commaction.org
Program Contact Person:	Marty Jones, Director, Office of Housing and Homeless Services
Program Contact Information:	859-233-4600, marty.jones@commaction.org
Program Title:	Emergency Family Housing Winter Shelter
Total Funding Request:	$122,823

I. Narrative

Community Action Council's Emergency Family Housing Program (EFH) is Lexington-Fayette County's only dedicated family emergency shelter. The program offers apartment units to two-parent households with minor children or families unable to access other shelters, providing them with emergency housing and wraparound services to support their transition to permanent housing and self-sufficiency.

To address the increased demand for family shelter during winter, the Council will provide accommodations at local hotels from November 1, 2024, to March 31, 2025, for up to 35 households. The exact number served will depend on weather, family size, room availability, stay length, and housing resources at exit. Each household will receive housing-focused case management, with needs assessed upon entry and an individualized permanent housing plan developed. The program will also assist with food, basic needs, connections to mainstream benefits, and referrals to community resources, aiming to transition households to permanent housing quickly to serve more families.

During the previous winter, the average length of stay for families in the hotels was close to 60 days, and 40% of the families exited to permanent housing. For this project, the Council has included additional staff to reduce the average length of stay to around 30 days and increase the percentage of exits to permanent housing to over 50%.

II. Budget and Budget Narrative

The Council requests $122,823 to fund emergency, temporary, non-congregate overnight shelter for individuals and families experiencing homelessness. The budget details cover costs in Personnel, Fringe, Client Benefit, and Other categories.

BUDGET

a. **Personnel--$9,797**– for the following 0.55 FTE:

Positions	FTE	Salary Expenses
Director of Housing and Homeless Services	0.05	$1,424
Housing Case Management Specialist(s)	0.50	$8,373
Personnel Total	**0.55**	**$9,797**

b. **Fringe**--$3,153:

Fringe	Fringe Expenses
FICA Expense	$804
Workers Compensation	$52
Retirement/Pension	$841
Health Insurance	$47
Life Insurance	$655
Disability Insurance	$40
Accrued Leave	$714
Fringe Total	**$3,153**

c. **Client Benefit--**$96,420:

Client Benefit	Salary Expenses
Short-term hotel stays	$94,500
Incidental costs	$1,920
Client Benefit Total	**$96,420**

d. **Other**: $13,453:

Other	Salary Expenses
Indirect costs	$13,453
Other Total	**$13,453**
Total Project Budget	**$122,823**

BUDGET NARRATIVE

Personnel--$9,797

To cover the costs of 0.55 Full-Time Equivalent (FTE) positions for up to 99 working days or 21 weeks (from November 1 to March 31). Salary costs cover 0.05 FTE of the Director of Housing and Homeless Services (in addition to the 0.03 FTE already budgeted in the ESR EFH budget) for project oversight, including invoicing, reporting, and HMIS data quality assurance.

The 0.5 FTE for Housing Case Management Specialists includes 0.12 FTE for the EFH Case Manager (this position is budgeted at 0.88 FTE in the ESR EFH budget).

Additionally, the budget includes 0.38 FTE for other staff not budgeted in the ESR EFH budget to assist with intakes and participant services.

The responsibilities of the personnel assigned to this project include outreach, participant screening and intake for hotel stays, case management services, housing searches, and other eligible activities.

Fringe--$3,153

To cover the cost of employee fringe benefits, including FICA, Health Insurance, Worker's Compensation, Retirement, Life and short-term disability insurance, and accrued leave.

Client Benefit--$96,420

Short-term hotel stays ($94,500*)* to cover the estimated costs of hotel rooms for 35 families for 30 nights each at an estimated cost of $90/night.

Incidental costs ($1,920) to cover the cost of incidental expenses, including damage to and smoking in the rooms.

Other—$13,453

To provide for a portion of the costs of administrative functions of operating the Emergency Family Housing Winter Shelter as approved in the Indirect Cost Rate Agreement. This expense is calculated at the provisional rate of 12.3% percent of direct expenses.

TOTAL--$122,823

AMERICAN RESCUE PLAN ACT OF 2021 SUBRECIPIENT AGREEMENT

THIS AGREEMENT, is made and entered into on _____ day of _____, 2024, 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 **COMMUNITY ACTION COUNCIL FOR LEXINGTON-FAYETTE, BOURBON, HARRISON, AND NICHOLAS COUNTIES, INC.,** a Kentucky non-profit corporation pursuant to KRS Chapter 273, whose post office address is P.O. Box 11610, Lexington, Ky. 40576 (hereinafter referred to as "SUBRECIPIENT").

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

WHEREAS, ARPA provides that payments for services to aid communities disproportionately impacted by the COVID-19 pandemic, including the homeless or those who are at-risk of homelessness, is an eligible use;

WHEREAS, the SUBRECIPIENT has agreed to secure five (5) hotel/motel rooms per night for the term of this Agreement in order to provide non-congregate emergency shelter and wraparound supportive services for homeless families caring for minor children in Fayette County;

WHEREAS, the GOVERNMENT now desires to use funds received pursuant to ARPA for the payment of these non-congregate shelter and wraparound services provided by the SUBRECIPIENT;

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

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

I. STATEMENT OF WORK

A. Activities

The SUBRECIPIENT shall provide temporary, non-congregate emergency shelter services at hotels and/or motels procured by the Organization, and wraparound supportive services, to families caring for minor children while also experiencing homelessness in Fayette County, as described in Exhibit 1 (Scope of Work & Budget). The services shall be operated in a manner satisfactory to the GOVERNMENT and in compliance with all local, state, and federal laws and regulations.

B. Performance Monitoring

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

C. Documents.

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

Exhibit 1: Scope of Work & Approved Budget

D. Budget and Use of Funds

Grant funds shall be used exclusively for the services described in Exhibit 1 in accordance with the budgeted amounts provided in Exhibit 1.

The SUBRECIPIENT is prohibited from charging to the subaward the costs of ineligible activities and from using funds provided herein or personnel employed in the administration of activities under this Agreement for political activities, inherently religious activities, or lobbying.

E. Matching Funds

No matching funds are required for funding awarded under ARPA.

F. Payment

It is expressly agreed and understood that the total amount to be paid by the GOVERNMENT under this Agreement shall not exceed $122,823.00. The SUBRECIPIENT shall invoice the GOVERNMENT on a monthly basis for the reimbursement of actual expenditures incurred. SUBRECIPIENT's invoice must be for the services and eligible expenses specified in Exhibit 1 and consistent with the budgeted amounts stated in Exhibit 1. SUBRECIPIENT's invoice must include copies of all invoices and receipts, employee timesheets, payroll reports, documentation of payment of payroll taxes and fringe benefits, and copies of competitive quotations for all expenses, as applicable.

SUBRECIPIENT understands that all Funds the GOVERNMENT receives under ARPA must be obligated on or before December 31, 2024. The SUBRECIPIENT agrees that is

shall spend the entire amount of Funds provided under this Agreement during the Time of Performance specified in Section I.G of this Agreement. If it becomes apparent to SUBRECIPIENT that it will be unable to complete the Project either in the manner or for the amount described in this Agreement, then the SUBRECIPIENT must immediately provide written notice to the GOVERNMENT with a complete and detailed written explanation of its inability to comply with the terms of the Agreement, any proposed changes, and the reasons for those changes.

If the SUBRECIPIENT fails to use any amount of funds provided under the Agreement within that Time of Performance, then the SUBRECIPIENT agrees to return the balance of the funds to the GOVERNMENT within thirty (30) days of the termination of this Agreement.

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

G. Schedule – Time of Performance

The term of this Agreement shall be November 1, 2024, and last until April 30, 2025.

H. Conflict.

To the extent this Agreement conflicts with the terms and conditions in any Exhibit, the terms of this Agreement will control, followed by the terms of Exhibit 1.

I. Timeliness

SUBRECIPIENT must invoice the GOVERNMENT for funds expended at least monthly. Failure to submit an invoice in two or more consecutive months may result in termination of the Agreement and reallocation of unspent funds at the discretion of the GOVERNMENT.

II. RECORDS AND REPORTS

A. SUBRECIPIENT agrees to comply with any reporting obligations established by the U.S. Department of Treasury, including the Treasury Office of Inspector General, as relates to

this subaward, including but not limited to: (i) reporting of information to be used by the Treasury to comply with its public reporting obligations under ARPA; (ii) any reporting of information to be used by the Treasury to comply with its public reporting obligations under Section 501 of the Consolidated Appropriations Act of 2021 (hereinafter "Section 501"); and (iii) any reporting to Treasury and the Pandemic Response Accountability Committee that may be required pursuant to Section 15011(b)(2) of Division B of the Coronavirus Aid, Relief, and Economic Security Act (Pub. L. No. 116-136), as amended by Section 801 of Division O of the Consolidated Appropriations Act, 2021 (Pub. L. No. 116-260). SUBRECIPIENT acknowledges that any such information required to be reported pursuant to this section may be publicly disclosed.

B. Records to be Maintained

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

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

C. Client Data and Other Sensitive Information

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

i) All records containing personally identifying information (as defined in the U.S. Department of Housing and Urban Development's standards for participation, data collection, and reporting) of any individual or family who applies for and/or receives assistance will be kept secure and confidential;
ii) The address or location of any domestic violence, dating violence, sexual assault, or stalking shelter project assisted under this Agreement will not be made public,

except with written authorization of the person identified in Section VIII of this Agreement, and

iii) The address or location of any housing of a program participant will not be made public, except as provided under a preexisting privacy policy of the GOVERNMENT or SUBRECIPIENT and consistent with state and local laws regarding privacy and obligations of confidentiality.

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

D. Retention

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

E. Reporting

The SUBRECIPIENT shall submit to the GOVERNMENT monthly reports for each month during which these federal funds are used for program operations. Reports are due by the 15th of the month.

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

F. Project Close-out

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

G. Audits, Inspections and Monitoring

1. Single Audit

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

SUBRECIPIENT shall submit a copy of the audit report to the federal Audit Clearinghouse within thirty (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 thirty (30) days after receipt by the SUBRECIPIENT. Failure of the SUBRECIPIENT to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

2. Inspections and Monitoring

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

H. Access to Records

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

III. PROGRAM INCOME

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

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

IV. SUSPENSION AND TERMINATION

A. Right of Termination

This Agreement, in accordance with 24 CFR 85.43 can be terminated if SUBRECIPIENT fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR 85.44 upon written notice by the GOVERNMENT.

Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the SUBRECIPIENT shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. Either party may terminate this Agreement for cause with thirty (30) days written notice, which shall explain the party's cause for the termination. If the parties do not reach a settlement before the end of the thirty (30) days, then the Agreement shall terminate on the thirtieth day.

B. Recapture of Funds; Breach of Agreement

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

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

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

V. REVERSION OF ASSETS

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

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

VI. UNIFORM ADMINISTRATIVE REQUIREMENTS

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

A. Financial & Program Management

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

B. Cost Principles

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

C. Procurement and Contractor Oversight

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

1. Equipment

The SUBRECIPIENT shall comply with its own policies concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. GOVERNMENT has had the opportunity to review and approve such policies.

2. Debarment Certification

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

3. Contractor Oversight

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

4. Subcontracts

The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the GOVERNMENT prior to the execution of such agreement. The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure compliance with this Agreement. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance. The SUBRECIPIENT shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement. The SUBRECIPIENT shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the GOVERNMENT along with documentation concerning the selection process.

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

A. General

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

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

- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, other than such provisions as Treasury may determine are inapplicable to this subaward and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
- Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the subaward term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

- OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180 (including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts) described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
- Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- New Restrictions on Lobbying, 31 C.F.R. Part 21.

B. Economic Opportunities

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

C. Assurances of Compliance with Title VI

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

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

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

as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

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

3. SUBRECIPIENT agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit http://www.lep.gov.

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

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

6. SUBRECIPIENT understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the SUBRECIPIENT, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used

for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the SUBRECIPIENT for the period during which it retains ownership or possession of the property.

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

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

9. SUBRECIPIENT must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the SUBRECIPIENT and the administrative agency that made the finding. If the SUBRECIPIENT settles a case or matter alleging such discrimination, the SUBRECIPIENT must provide documentation of the settlement. If SUBRECIPIENT has not been the subject of any court or administrative agency finding of discrimination, please so state.

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

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

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

D. Civil Rights, Nondiscrimination and Equal Opportunity in Participation

The SUBRECIPIENT agrees to comply with Title VI of the Civil Rights Act of 1964, as amended, Title VIII of the Civil Rights Act of 1968, as amended, Section 109 of the Title

I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, and the Age Discrimination Act of 1975, and 41 CFR Chapter 60, including 41 CFR § 60-1.4.

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

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

E. Nondiscrimination and Equal Employment Opportunity

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

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

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

F. Americans with Disabilities Act

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

G. Contract Work Hours and Safety Standards Act

If the activities included in Exhibit 1 will involve the employment of mechanics or laborers, then the SUBRECIPIENT agrees to comply with 40 U.S.C. 3702 and 3704.

H. Clean Air Act and Federal Pollution Control Act

The SUBRECIPIENT agrees that all activities carried out pursuant to this Agreement shall comply with the Clean Air Act (42 U.S.C. 7401) and the Federal Water Pollution Control

Act as amended (33 U.S.C. 1251-1387). The SUBRECIPIENT also agrees that it shall report any violations to the GOVERNMENT and to the Environmental Protection Agency.

I. Rights to Inventions Made Under a Funding Agreement

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

J. Hatch Act

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

K. Labor and Employment Restrictions

The SUBRECIPIENT shall comply with the labor standards in Section 110 of the Housing and Community Development Act of 1974, as amended and ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this Agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. §§ 3141, et seq.), and 29 CFR part 1, 3, 5, 6, and 7, provided. SUBRECIPIENT agrees that all of SUBRECIPIENT's contractors and subcontractors will pay laborers and mechanics not less than once a week, in accordance with the Davis-Bacon Act and the accompanying regulations.

The SUBRECIPIENT agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. § 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The SUBRECIPIENT shall maintain documentation that demonstrates compliance with applicable hour and wage requirements. Such documentation shall be made available to the GOVERNMENT for review upon request.

The SUBRECIPIENT further agrees to comply with the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. Section 327-333), and the applicable provisions of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. et seq.). SUBRECIPIENT further agrees that it will report all suspected or reported violations of any of the laws identified in this paragraph to the GOVERNMENT.

L. Conflict of Interest

The SUBRECIPIENT shall comply with 2 CFR 200.112 with respect to the use of program funds to procure services, equipment, supplies, or other property. With respect to all other decisions involving the use of program funds, the following restriction shall apply: No person who is an employee, agent, consultant, officer, or elected or appointed official of the SUBRECIPIENT and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a personal or

financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds there under, either for himself or herself, or for those with who he or she has family or business ties, during his or her tenure or for one (1) year thereafter.

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

M. Lobbying

The SUBRECIPIENT hereby certifies that:

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

N. Religious Activities

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

O. Drug Free Workplace

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

P. Insurance & Bonding

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

Q. FFATA

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

R. In accordance with 41 U.S.C. § 4712, SUBRECIPIENT may not discharge, demote, otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. SUBRECIPIENT shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce. The persons and entities referenced in this paragraph include:
    - A member of Congress or a representative of a committee of Congress;
    - An inspector General;
    - The Government Accountability Office;
    - A Treasury employee responsible for contract or grant oversight or management;
    - An authorized official of the Department of Justice or other law enforcement agency;
    - A court or grand jury; and/or
    - A management official or other employee of SUBRECIPIENT, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

S. Pursuant to Executive Order 13043, 62 FR 19217 (April 8, 1997), the SUBRECIPIENT should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

T. Pursuant to Executive Order 13513, SUBRECIPIENT should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and should establish workplace safety policies to decrease accidents caused by distracted drivers.

VIII. GENERAL PROGRAM CONDITIONS

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

B. The SUBRECIPIENT'S sole remedy for a breach of this Agreement by the GOVERNMENT shall be limited to the amount of the Funds provided in this Agreement.

C. GOVERNMENT may designate such persons as may be necessary to monitor and evaluate the services rendered by the SUBRECIPIENT. The GOVERNMENT, its agents and employees, shall, at all times, have unrestricted access to all places where or in which the services required hereunder are being carried on and conducted. Inspection and monitoring of the work by these authorities shall in no manner be presumed to relieve in any degree the responsibility or obligations of SUBRECIPIENT, or to constitute SUBRECIPIENT an agent of the GOVERNMENT.

D. SUBRECIPIENT understands that false statements or claims made in connection with this subaward may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

E. SUBRECIPIENT agrees that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of goods, products or materials produced in the United States.

F. Any publications produced with funds from this subaward must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRP0292/SLFRP3418 awarded to the Lexington Fayette-Urban County Government by the U.S. Department of Treasury."

G. It is understood and agreed by the parties that SUBRECIPIENT hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of SUBRECIPIENT or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier under or in connection with this Agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.

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

SUBRECIPIENT'S obligation to defend the GOVERNMENT includes the obligation to investigate, handle, respond to, resist, provide a defense for, and defend claims, at SUBRECIPIENT'S expense, using attorneys approved in writing by GOVERNMENT, which approval shall not be unreasonably withheld. The parties also understand and agree that the SUBRECIPIENT's obligation to indemnify includes, but is not limited to: attorney fees and expenses; costs of litigation; court and administrative costs; expert witness fees and expenses, judgments; fines; penalties; interest; all environmental cleanups and remediation costs of whatever kind; and any liability arising from death, injury, or damage of any kind, to any person, including employees and agents of SUBRECIPIENT and GOVERNMENT, and damage to, or destruction of, any property, including the property of GOVERNMENT.

I. These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.

J. GOVERNMENT is a political subdivision of the Commonwealth of Kentucky. SUBRECIPIENT acknowledges and agrees that the GOVERNMENT is unable to provide indemnity or otherwise save, hold harmless, or defend the SUBRECIPIENT in any manner.

K. SUBRECIPIENT understands and agrees that it shall demonstrate the ability to assure compliance with the above indemnity provisions and other risk management provisions prior to final acceptance of its proposal and the commencement of any work or the provision of services.

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

Coverage	**Limits**
General Liability (Insurance Services Office Form CG 00 01)	$1 million per occurrence, $2 million aggregate (or $2 million combined single limit)
Worker's Compensation	Statutory
Employer's Liability	$1 million

The policies above shall contain the following conditions:

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

b. The General Liability Policy shall be primary to any insurance or self-insurance retained by the GOVERNMENT.

c. The General Liability Policy shall include Premises and Operations coverage unless it is deemed not to apply by the GOVERNMENT.

d. The General Liability Policy shall include Employment Practices Liability coverage or an endorsement in a minimum amount of $1 million unless it is deemed not to apply by LFUCG.

e. The GOVERNMENT shall be provided at least thirty (30) days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.

f. Said coverage shall be written by insurers acceptable to the GOVERNMENT and shall be in a form acceptable to the GOVERNMENT. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

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

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

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

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

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

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

M. SUBRECIPIENT understands and agrees that the failure to comply with any provision of this Agreement regarding indemnification, insurance, safety, or loss control shall constitute a material breach of this Agreement and that GOVERNMENT may elect at its option any remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging SUBRECIPIENT for any such insurance premiums purchased, or suspending or terminating the work.

N. SUBRECIPIENT acknowledges that, pursuant to ARPA, funds provided pursuant to this Agreement shall remain available only through December 31, 2024, unless in the case of reallocation made by the U.S. Treasury to GOVERNMENT. Reallocation of funds by the U.S. Treasury to GOVERNMENT does not guaranty reallocation of funds to SUBRECIPIENT.

O. The SUBRECIPIENT agrees to comply with any and all terms and conditions included within each and every Exhibit to this Agreement, which are attached hereto and incorporated herein by reference.

P. The SUBRECIPIENT acknowledges and agrees that expenditures of these funds will be in accordance with all pertinent regulations and interpretive guidance issued now or in the future by agencies of the federal government, and will be in accordance with any and all relevant provisions of ARPA, any regulations enacted pursuant to that Act, and any interpretive guidance issued by the U.S. Treasury.

Q. The SUBRECIPIENT must ensure that data on all persons served and all activities assisted are entered into the HMIS program software.

R. If this Agreement results in any copyrightable material or inventions, the GOVERNMENT and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for the GOVERNMENT'S purposes.

S. This Agreement, or any part hereof, may be amended from time to time hereafter only in writing executed by the GOVERNMENT and the SUBRECIPIENT.

T. 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.

U. GOVERNMENT and the SUBRECIPIENT each binds themselves and their partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of the Agreement.

V. If the SUBRECIPIENT breaches any term of this Agreement or any document attached hereto, then GOVERNMENT is entitled to pursue legal action against SUBRECIPIENT to the fullest extent of the law, including but not limited to: termination of the Agreement; disgorgement of all funds provided to SUBRECIPIENT pursuant to this Agreement; specific performance; injunctive relief; and a civil action for monetary damages. The parties agree that any waiver of a term in this Agreement shall not constitute an ongoing waiver of that term, nor shall it be interpreted as a waiver of any other terms of this Agreement. Further, the GOVERNMENT's failure to act with respect to a breach by the SUBRECIPIENT does not waive its right to act with respect to subsequent or similar breaches. The failure of the GOVERNMENT to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

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

Notices required by this Agreement shall be sent to:

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

Sharon Price
Executive Director
Community Action Council for
Lexington-Fayette, Bourbon, Harris and Nicholas Counties, Inc.
710 W. High Street
Lexington, KY 40576
Sharon.Price@commaction.org
SUBRECIPIENT

X. All headings in this Agreement are for convenience of reference only and are not intended to qualify the meaning of any provision of this Agreement.

Y. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

Z. This Agreement constitutes the entire agreement between the parties for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the parties relating to the GOVERNMENT'S allocation of funding to SUBRECIPIENT.

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

_____
Linda Gorton, Mayor

ATTEST:

_____
Clerk of Urban County Council

COMMUNITY ACTION COUNCIL FOR LEXINGTON-FAYETTE, BOURBON, HARRIS AND NICHOLAS COUNTIES, INC.

BY_____
Sharon Price, Executive Director

RESOLUTION NO. _____- 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A SUBRECIPIENT AGREEMENT WITH COMMUNITY ACTION COUNCIL FOR LEXINGTON-FAYETTE, BOURBON, HARRISON, AND NICHOLAS COUNTIES, INC. ("CAC"), ALLOCATING $122,823.00 OF FUNDS AWARDED PURSUANT TO THE AMERICAN RESCUE PLAN ACT (ARPA) TO THE CAC TO PROVIDE TEMPORARY EMERGENCY SHELTER AND SUPPORTIVE SERVICES TO HOMELESS FAMILIES CARING FOR MINOR CHILDREN, AND AUTHORIZING THE MAYOR TO EXECUTE ANY OTHER NEEDED AGREEMENTS OR AMENDMENTS WITH THE CAC RELATED TO THESE FUNDS.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute a Subrecipient Agreement, attached hereto and incorporated herein by reference, with Community Action Council for Bourbon, Harrison, and Nicholas Counties, Inc. ("CAC"), allocating $122,823.00 of funds awarded pursuant to the American Rescue Plan Act of 2021 to the CAC to provide temporary emergency shelter and supportive services for homeless families caring for minor children.

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

Section 3 - That an amount, not to exceed $122,823.00, is hereby authorized for payment to the CAC from account # 3230-155003-0001-78112, pursuant to the terms of the Agreement.

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

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
914-24:WDR:4874-9487-6904, v. 1

RESOLUTION NO. 484 - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A SUBRECIPIENT AGREEMENT WITH COMMUNITY ACTION COUNCIL FOR LEXINGTON-FAYETTE, BOURBON, HARRISON, AND NICHOLAS COUNTIES, INC. ("CAC"), ALLOCATING $122,823.00 OF FUNDS AWARDED PURSUANT TO THE AMERICAN RESCUE PLAN ACT (ARPA) TO THE CAC TO PROVIDE TEMPORARY EMERGENCY SHELTER AND SUPPORTIVE SERVICES TO HOMELESS FAMILIES CARING FOR MINOR CHILDREN, AND AUTHORIZING THE MAYOR TO EXECUTE ANY OTHER NEEDED AGREEMENTS OR AMENDMENTS WITH THE CAC RELATED TO THESE FUNDS.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute a Subrecipient Agreement, attached hereto and incorporated herein by reference, with Community Action Council for Bourbon, Harrison, and Nicholas Counties, Inc. ("CAC"), allocating $122,823.00 of funds awarded pursuant to the American Rescue Plan Act of 2021 to the CAC to provide temporary emergency shelter and supportive services for homeless families caring for minor children.

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

Section 3 - That an amount, not to exceed $122,823.00, is hereby authorized for payment to the CAC from account # 3230-155003-0001-78112, pursuant to the terms of the Agreement.

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

PASSED URBAN COUNTY COUNCIL: September 26, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

914-24:WDR:4874-9487-6904, v. 1

AMERICAN RESCUE PLAN ACT OF 2021 SUBRECIPIENT AGREEMENT

THIS AGREEMENT, is made and entered into on 5th day of October, 2024, 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 **COMMUNITY ACTION COUNCIL FOR LEXINGTON-FAYETTE, BOURBON, HARRISON, AND NICHOLAS COUNTIES, INC.,** a Kentucky non-profit corporation pursuant to KRS Chapter 273, whose post office address is P.O. Box 11610, Lexington, Ky. 40576 (hereinafter referred to as "SUBRECIPIENT").

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

WHEREAS, ARPA provides that payments for services to aid communities disproportionately impacted by the COVID-19 pandemic, including the homeless or those who are at-risk of homelessness, is an eligible use;

WHEREAS, the SUBRECIPIENT has agreed to secure five (5) hotel/motel rooms per night for the term of this Agreement in order to provide non-congregate emergency shelter and wraparound supportive services for homeless families caring for minor children in Fayette County;

WHEREAS, the GOVERNMENT now desires to use funds received pursuant to ARPA for the payment of these non-congregate shelter and wraparound services provided by the SUBRECIPIENT;

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

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

I. STATEMENT OF WORK

A. Activities

The SUBRECIPIENT shall provide temporary, non-congregate emergency shelter services at hotels and/or motels procured by the Organization, and wraparound supportive services, to families caring for minor children while also experiencing homelessness in Fayette County, as described in Exhibit 1 (Scope of Work & Budget). The services shall be operated in a manner satisfactory to the GOVERNMENT and in compliance with all local, state, and federal laws and regulations.

B. Performance Monitoring

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

C. Documents.

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

Exhibit 1: Scope of Work & Approved Budget

D. Budget and Use of Funds

Grant funds shall be used exclusively for the services described in Exhibit 1 in accordance with the budgeted amounts provided in Exhibit 1.

The SUBRECIPIENT is prohibited from charging to the subaward the costs of ineligible activities and from using funds provided herein or personnel employed in the administration of activities under this Agreement for political activities, inherently religious activities, or lobbying.

E. Matching Funds

No matching funds are required for funding awarded under ARPA.

F. Payment

It is expressly agreed and understood that the total amount to be paid by the GOVERNMENT under this Agreement shall not exceed $122,823.00. The SUBRECIPIENT shall invoice the GOVERNMENT on a monthly basis for the reimbursement of actual expenditures incurred. SUBRECIPIENT's invoice must be for the services and eligible expenses specified in Exhibit 1 and consistent with the budgeted amounts stated in Exhibit 1. SUBRECIPIENT's invoice must include copies of all invoices and receipts, employee timesheets, payroll reports, documentation of payment of payroll taxes and fringe benefits, and copies of competitive quotations for all expenses, as applicable.

SUBRECIPIENT understands that all Funds the GOVERNMENT receives under ARPA must be obligated on or before December 31, 2024. The SUBRECIPIENT agrees that is shall spend the entire amount of Funds provided under this Agreement during the Time of Performance specified in Section I.G of this Agreement. If it becomes apparent to

SUBRECIPIENT that it will be unable to complete the Project either in the manner or for the amount described in this Agreement, then the SUBRECIPIENT must immediately provide written notice to the GOVERNMENT with a complete and detailed written explanation of its inability to comply with the terms of the Agreement, any proposed changes, and the reasons for those changes.

If the SUBRECIPIENT fails to use any amount of funds provided under the Agreement within that Time of Performance, then the SUBRECIPIENT agrees to return the balance of the funds to the GOVERNMENT within thirty (30) days of the termination of this Agreement.

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

G. Schedule – Time of Performance

The term of this Agreement shall be November 1, 2024, and last until April 30, 2025.

H. Conflict.

To the extent this Agreement conflicts with the terms and conditions in any Exhibit, the terms of this Agreement will control, followed by the terms of Exhibit 1.

I. Timeliness

SUBRECIPIENT must invoice the GOVERNMENT for funds expended at least monthly. Failure to submit an invoice in two or more consecutive months may result in termination of the Agreement and reallocation of unspent funds at the discretion of the GOVERNMENT.

II. RECORDS AND REPORTS

A. SUBRECIPIENT agrees to comply with any reporting obligations established by the U.S. Department of Treasury, including the Treasury Office of Inspector General, as relates to this subaward, including but not limited to: (i) reporting of information to be used by the Treasury to comply with its public reporting obligations under ARPA; (ii) any reporting of information to be used by the Treasury to comply with its public reporting obligations

under Section 501 of the Consolidated Appropriations Act of 2021 (hereinafter "Section 501"); and (iii) any reporting to Treasury and the Pandemic Response Accountability Committee that may be required pursuant to Section 15011(b)(2) of Division B of the Coronavirus Aid, Relief, and Economic Security Act (Pub. L. No. 116-136), as amended by Section 801 of Division O of the Consolidated Appropriations Act, 2021 (Pub. L. No. 116-260). SUBRECIPIENT acknowledges that any such information required to be reported pursuant to this section may be publicly disclosed.

B. Records to be Maintained

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

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

C. Client Data and Other Sensitive Information

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

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

GOVERNMENT or SUBRECIPIENT and consistent with state and local laws regarding privacy and obligations of confidentiality.

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

D. Retention

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

E. Reporting

The SUBRECIPIENT shall submit to the GOVERNMENT monthly reports for each month during which these federal funds are used for program operations. Reports are due by the 15th of the month.

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

F. Project Close-out

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

G. Audits, Inspections and Monitoring

1. Single Audit

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

SUBRECIPIENT shall submit a copy of the audit report to the federal Audit Clearinghouse within thirty (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 thirty (30) days after receipt by the SUBRECIPIENT. Failure of the SUBRECIPIENT to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

2. Inspections and Monitoring

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

H. Access to Records

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

III. PROGRAM INCOME

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

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

IV. SUSPENSION AND TERMINATION

A. Right of Termination

This Agreement, in accordance with 24 CFR 85.43 can be terminated if SUBRECIPIENT fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR 85.44 upon written notice by the GOVERNMENT.

Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the SUBRECIPIENT shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. Either party may terminate this Agreement for cause with thirty (30) days written notice, which shall explain the party's cause for the termination. If the parties do not reach a settlement before the end of the thirty (30) days, then the Agreement shall terminate on the thirtieth day.

B. Recapture of Funds; Breach of Agreement

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

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

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

V. REVERSION OF ASSETS

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

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

VI. UNIFORM ADMINISTRATIVE REQUIREMENTS

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

A. Financial & Program Management

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

B. Cost Principles

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

C. Procurement and Contractor Oversight

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

1. Equipment

The SUBRECIPIENT shall comply with its own policies concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. GOVERNMENT has had the opportunity to review and approve such policies.

2. Debarment Certification

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

3. Contractor Oversight

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

4. Subcontracts

The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the GOVERNMENT prior to the execution of such agreement. The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure compliance with this Agreement. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance. The SUBRECIPIENT shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement. The SUBRECIPIENT shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the GOVERNMENT along with documentation concerning the selection process.

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

A. General

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

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

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

reference.

- Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- New Restrictions on Lobbying, 31 C.F.R. Part 21.

B. Economic Opportunities

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

C. Assurances of Compliance with Title VI

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

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

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

2. SUBRECIPIENT acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). SUBRECIPIENT understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, SUBRECIPIENT

shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. SUBRECIPIENT understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the SUBRECIPIENT's programs, services, and activities.

3. SUBRECIPIENT agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit http://www.lep.gov.

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

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

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

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

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

9. SUBRECIPIENT must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the SUBRECIPIENT and the administrative agency that made the finding. If the SUBRECIPIENT settles a case or matter alleging such discrimination, the SUBRECIPIENT must provide documentation of the settlement. If SUBRECIPIENT has not been the subject of any court or administrative agency finding of discrimination, please so state.

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

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

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

D. Civil Rights, Nondiscrimination and Equal Opportunity in Participation

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

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

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

SUBRECIPIENT must take appropriate steps to ensure effective communication with persons with disabilities.

E. Nondiscrimination and Equal Employment Opportunity

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

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

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

F. Americans with Disabilities Act

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

G. Contract Work Hours and Safety Standards Act

If the activities included in Exhibit 1 will involve the employment of mechanics or laborers, then the SUBRECIPIENT agrees to comply with 40 U.S.C. 3702 and 3704.

H. Clean Air Act and Federal Pollution Control Act

The SUBRECIPIENT agrees that all activities carried out pursuant to this Agreement shall comply with the Clean Air Act (42 U.S.C. 7401) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). The SUBRECIPIENT also agrees that it shall report any violations to the GOVERNMENT and to the Environmental Protection Agency.

I. Rights to Inventions Made Under a Funding Agreement

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

J. Hatch Act

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

K. Labor and Employment Restrictions

The SUBRECIPIENT shall comply with the labor standards in Section 110 of the Housing and Community Development Act of 1974, as amended and ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this Agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. §§ 3141, et seq.), and 29 CFR part 1, 3, 5, 6, and 7, provided. SUBRECIPIENT agrees that all of SUBRECIPIENT's contractors and subcontractors will pay laborers and mechanics not less than once a week, in accordance with the Davis-Bacon Act and the accompanying regulations.

The SUBRECIPIENT agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. § 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The SUBRECIPIENT shall maintain documentation that demonstrates compliance with applicable hour and wage requirements. Such documentation shall be made available to the GOVERNMENT for review upon request.

The SUBRECIPIENT further agrees to comply with the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. Section 327-333), and the applicable provisions of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. et seq.). SUBRECIPIENT further agrees that it will report all suspected or reported violations of any of the laws identified in this paragraph to the GOVERNMENT.

L. Conflict of Interest

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

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

M. Lobbying

The SUBRECIPIENT hereby certifies that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of

any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and

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

N. Religious Activities

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

O. Drug Free Workplace

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

P. Insurance & Bonding

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

Q. FFATA

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

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

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

S. Pursuant to Executive Order 13043, 62 FR 19217 (April 8, 1997), the SUBRECIPIENT should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

T. Pursuant to Executive Order 13513, SUBRECIPIENT should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and should establish workplace safety policies to decrease accidents caused by distracted drivers.

VIII. GENERAL PROGRAM CONDITIONS

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

B. The SUBRECIPIENT'S sole remedy for a breach of this Agreement by the GOVERNMENT shall be limited to the amount of the Funds provided in this Agreement.

C. GOVERNMENT may designate such persons as may be necessary to monitor and evaluate the services rendered by the SUBRECIPIENT. The GOVERNMENT, its agents and employees, shall, at all times, have unrestricted access to all places where or in which the services required hereunder are being carried on and conducted. Inspection and monitoring of the work by these authorities shall in no manner be presumed to relieve in any degree the responsibility or obligations of SUBRECIPIENT, or to constitute SUBRECIPIENT an agent of the GOVERNMENT.

D. SUBRECIPIENT understands that false statements or claims made in connection with this subaward may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

E. SUBRECIPIENT agrees that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of goods, products or materials produced in the United States.

F. Any publications produced with funds from this subaward must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRP0292/SLFRP3418 awarded to the Lexington Fayette-Urban County Government by the U.S. Department of Treasury."

G. It is understood and agreed by the parties that SUBRECIPIENT hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of SUBRECIPIENT or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier under or in connection with this Agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.

H. SUBRECIPIENT shall indemnify, save, hold harmless and defend the GOVERNMENT and its elected and appointed officials, employees, agents, volunteers, and successors in interest from and against all liability, damages, and losses, including but not limited to, demands, claims, liens, suits, notices of violation from Governmental agencies, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by SUBRECIPIENT's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the SUBRECIPIENT; and (b) not caused solely by the active negligence or willful misconduct of the GOVERNMENT. The parties understand and agree that the SUBRECIPIENT'S obligation to defend the GOVERNMENT includes the obligation to investigate, handle, respond to, resist, provide a defense for, and defend claims, at SUBRECIPIENT'S expense, using attorneys approved in writing by GOVERNMENT, which approval shall not be unreasonably withheld. The parties also understand and agree that the SUBRECIPIENT's obligation to indemnify includes, but is not limited to: attorney fees and expenses; costs of litigation; court and administrative costs; expert witness fees and expenses, judgments; fines; penalties; interest; all environmental cleanups and remediation costs of whatever kind; and any liability arising from death, injury, or damage of any kind, to any person, including employees and agents of SUBRECIPIENT and GOVERNMENT, and damage to, or destruction of, any property, including the property of GOVERNMENT.

I. These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.

J. GOVERNMENT is a political subdivision of the Commonwealth of Kentucky. SUBRECIPIENT acknowledges and agrees that the GOVERNMENT is unable to provide

indemnity or otherwise save, hold harmless, or defend the SUBRECIPIENT in any manner.

K. SUBRECIPIENT understands and agrees that it shall demonstrate the ability to assure compliance with the above indemnity provisions and other risk management provisions prior to final acceptance of its proposal and the commencement of any work or the provision of services.

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

Coverage	**Limits**
General Liability (Insurance Services Office Form CG 00 01)	$1 million per occurrence, $2 million aggregate (or $2 million combined single limit)
Worker's Compensation	Statutory
Employer's Liability	$1 million

The policies above shall contain the following conditions:

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

b. The General Liability Policy shall be primary to any insurance or self-insurance retained by the GOVERNMENT.

c. The General Liability Policy shall include Premises and Operations coverage unless it is deemed not to apply by the GOVERNMENT.

d. The General Liability Policy shall include Employment Practices Liability coverage or an endorsement in a minimum amount of $1 million unless it is deemed not to apply by LFUCG.

e. The GOVERNMENT shall be provided at least thirty (30) days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.

f. Said coverage shall be written by insurers acceptable to the GOVERNMENT and shall be in a form acceptable to the GOVERNMENT. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed

automatically acceptable.

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

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

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

SUBRECIPIENT agrees to furnish GOVERNMENT with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide the GOVERNMENT copies of all insurance policies, including all endorsements. SUBRECIPIENT understands and agrees that GOVERNMENT may review, audit and inspect any and all of its records and operations to insure compliance with these Insurance Requirements.

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

M. SUBRECIPIENT understands and agrees that the failure to comply with any provision of this Agreement regarding indemnification, insurance, safety, or loss control shall constitute a material breach of this Agreement and that GOVERNMENT may elect at its option any remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging SUBRECIPIENT for any such insurance premiums purchased, or suspending or terminating the work.

N. SUBRECIPIENT acknowledges that, pursuant to ARPA, funds provided pursuant to this Agreement shall remain available only through December 31, 2024, unless in the case of reallocation made by the U.S. Treasury to GOVERNMENT. Reallocation of funds by the

U.S. Treasury to GOVERNMENT does not guaranty reallocation of funds to SUBRECIPIENT.

O. The SUBRECIPIENT agrees to comply with any and all terms and conditions included within each and every Exhibit to this Agreement, which are attached hereto and incorporated herein by reference.

P. The SUBRECIPIENT acknowledges and agrees that expenditures of these funds will be in accordance with all pertinent regulations and interpretive guidance issued now or in the future by agencies of the federal government, and will be in accordance with any and all relevant provisions of ARPA, any regulations enacted pursuant to that Act, and any interpretive guidance issued by the U.S. Treasury.

Q. The SUBRECIPIENT must ensure that data on all persons served and all activities assisted are entered into the HMIS program software.

R. If this Agreement results in any copyrightable material or inventions, the GOVERNMENT and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for the GOVERNMENT'S purposes.

S. This Agreement, or any part hereof, may be amended from time to time hereafter only in writing executed by the GOVERNMENT and the SUBRECIPIENT.

T. 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.

U. GOVERNMENT and the SUBRECIPIENT each binds themselves and their partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of the Agreement.

V. If the SUBRECIPIENT breaches any term of this Agreement or any document attached hereto, then GOVERNMENT is entitled to pursue legal action against SUBRECIPIENT to the fullest extent of the law, including but not limited to: termination of the Agreement; disgorgement of all funds provided to SUBRECIPIENT pursuant to this Agreement; specific performance; injunctive relief; and a civil action for monetary damages. The parties agree that any waiver of a term in this Agreement shall not constitute an ongoing waiver of that term, nor shall it be interpreted as a waiver of any other terms of this Agreement. Further, the GOVERNMENT's failure to act with respect to a breach by the SUBRECIPIENT does not waive its right to act with respect to subsequent or similar breaches. The failure of the GOVERNMENT to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

W. Any notices, consents, waivers or other communications required or permitted to be given under the terms of this Agreement must be in writing and will be deemed to have been

delivered: (i) upon receipt, when delivered personally to the individuals identified below; (ii) upon receipt, when sent by email (provided confirmation of transmission is mechanically or electronically generated and kept on file by the sending party) to the email addresses identified below; or (iii) when mailed by certified mail, postage prepaid, or return receipt requested to the addresses set forth below.

Notices required by this Agreement shall be sent to:

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

Sharon Price
Executive Director
Community Action Council for
Lexington-Fayette, Bourbon, Harris and Nicholas Counties, Inc.
710 W. High Street
Lexington, KY 40576
Sharon.Price@commaction.org
SUBRECIPIENT

X. All headings in this Agreement are for convenience of reference only and are not intended to qualify the meaning of any provision of this Agreement.

Y. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

Z. This Agreement constitutes the entire agreement between the parties for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the parties relating to the GOVERNMENT'S allocation of funding to SUBRECIPIENT.

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Linda Gorton

Linda Gorton, Mayor

ATTEST:

Mackenzie Stark

Clerk of Urban County Council

Deputy

COMMUNITY ACTION COUNCIL FOR
LEXINGTON-FAYETTE, BOURBON, HARRIS AND
NICHOLAS COUNTIES, INC.

BY _____
Sharon Price, Executive Director

FIRST AMENDMENT

This First Amendment to an Agreement ("Amendment 1"), 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 **COMMUNITY ACTION COUNCIL FOR LEXINGTON-FAYETTE, BOURBON, HARRISON, AND NICHOLAS COUNTIES, INC.,** a Kentucky non-profit corporation pursuant to KRS Chapter 273, whose mailing address is P.O. Box 11610, Lexington, Ky. 40576 (hereinafter referred to as "SUBRECIPIENT"),

WITNESSETH, the parties previously entered a Subrecipient Agreement, dated October 5th, 2024, which is incorporated into this Amendment as if fully stated therein;

WHEREAS, Section I.F. of that Agreement, titled "Payment" provides that the total amount paid to SUBRECIPIENT under that Agreement shall not exceed $122,823.00;

WHEREAS, the parties mutually desire to increase the total amount to be paid pursuant to that Agreement; and

WHEREAS, the Agreement provides that it may not be amended except via subsequent written agreement.

WHEREFORE, in mutual consideration of the promises stated herein and in that Agreement, the parties agree as follows.

1. Section I.F of the Agreement shall be amended to provide that the SUBRECIPIENT shall be eligible to receive an additional $54,981.00, not to exceed a total amount under the Agreement of $177,804.00, in accordance with all terms and conditions stated in the Agreement. The parties agree that all other terms and conditions of the Agreement not amended herein shall continue to apply.

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

LEXINGTON-FAYETTE
URBAN COUNTY GOVERNMENT

Linda Gorton

Linda Gorton, Mayor

ATTEST:

Mackenzie Flack

Clerk of Urban County Council

Deputy

COMMUNITY ACTION COUNCIL FOR LEXINGTON-FAYETTE, BOURBON, HARRIS, AND NICHOLAS COUNTIES, INC.

BY _____

Sharon Price, Executive Director

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0915-24

File ID:	0915-24	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	263-2024	**In Control:**	Urban County Council
				File Created:	09/09/2024
File Name:	New Vista			**Final Action:**	09/26/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Memorandum of Understanding with New Vista, for call referral coordination. [Div. of Enhanced 911, Patton]

Notes: Stamped and filed in the CCO. Returned to Patton 9/30/2024. MS

Sponsors:		**Enactment Date:**	09/26/2024
Attachments:	Memo - New Vista MOU_Sept2024, MOU New Vista & E911_Sept2024, 915-24 new vista.docx 4891-2371-3508 v.1.doc, R-485-2024, Contract #263-2024	**Enactment Number:**	R-485-2024
Deed #:		**Hearing Date:**	
Drafter:		**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	09/17/2024	Approved and Referred to Docket	Urban County Council	09/26/2024		Pass
1	Urban County Council	09/26/2024	Received First Reading	Urban County Council	09/26/2024		
1	Urban County Council	09/26/2024	Suspended Rules for Second Reading				Pass
1	Urban County Council	09/26/2024	Approved				Pass

Text of Legislative File 0915-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Memorandum of Understanding with New Vista, for call referral coordination. [Div. of Enhanced 911, Patton]

Summary

Authorization to execute a Memorandum of Understanding (MOU) with New Vista to establish referral coordination of individuals identified by 911 personnel in need of 988

services. Referral coordination would consist of transferring the caller to the Suicide and Crisis Lifeline. The caller would have to satisfy safety questions prior to being transferred to 988. No Budgetary impact. (L0915-24) (Patton/Armstrong)

Budgetary Implications: No

Advance Document Review:

Law: {No, Completed by [Official, Date]}

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

Fully Budgeted: N/A

Account Number: N/A

This Fiscal Year Impact: **$0.00**

Annual Impact: **$0.00**

Project:

Activity:

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

JONELLE PATTON
DIRECTOR
ENHANCED 911

TO: Major Linda Gorton
Urban County Council Members

FROM: Jonelle Patton, Director
Lexington Enhanced 911

DATE: September 9, 2024

SUBJECT: MOU with New Vista and Lexington Fayette Urban County Government

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Request:

A resolution authorizing the Mayor to sign a Memorandum of Understanding (MOU) with New Vista to establish a referral coordination of individuals identified by 911 personnel in need of 988 services. Referral coordination would consist of transferring the caller to the Suicide and Crisis Lifeline. The caller would have to satisfy safety questions prior to being transferred to 988.

Why are you requesting?

There are times when callers call 911 and have a need that is suicide or crisis related. These types of needs range in details and nature however the takeaway is "No Immediate Threat to Self or Others" It is this non-emergency perimeter of Behavioral Health, when no Police, Fire or EMS response is required, to facilitate an alternative response for the caller that the call is suitable to be transferred to 988. Approval of this MOU will assist in creating additional avenues for positive outcomes for citizens in Lexington and will further support the National 988 initiatives that were initiated 7/16/2022. Approval of this MOU will assist in resource recovery for both Divisions of Fire and Police; callers will have the ability to have their individual needs met at times without a sworn response.

What are the costs in this budget year and future budget years? N/A

Are the funds budgeted? N/A

File Number: 0915-24

cc: Ken Armstrong, Commissioner of Public Safety

Memorandum of Agreement

Between Lexington E911 and New Vista

This agreement is made and entered into effective on 9/19/2024 between **New Vista** 1351 Newtown Pike, Lexington, KY 40511 and **Lexington-Fayette Urban County Government,** 200 E. Main St., Lexington KY 40507.

WHEREAS, **Lexington E911** is the city's enhanced public safety answering point for answering emergency and non-emergency calls and facilitation the appropriate response. There are times during this work, it can be determined that a caller has an urgent behavioral health care need that does not require police, fire, or EMS response.

WHEREAS, **New Vista** is a provider of a broad continuum of mental health, substance use, and intellectual and developmental disabilities (IDD) services as well as the designated 988 call center for the 17 counties of Central Kentucky.

PURPOSE: The purpose of this Memorandum is to establish a referral agreement and coordination of care between **Lexington E911** and **New Vista** for individuals identified by **Lexington E911** as having a behavioral health care need, based on criteria established by both parties, and that does not require police, fire, or EMS response.

THEREFORE, the parties agree to the following:

A. **Responsibility of Lexington E911**

- Institute a decision tree (see below) for use by 911 call takers to determine if caller is appropriate for warm transfer to **New Vista**, to manage behavioral health care needs
- Transfer calls to New Vista via the 988 Suicide & Crisis Lifeline, maintaining contact with caller while call is routed to New Vista
- At the time of call, the 911 dispatcher will provide the following to **New Vista** call agent (to facilitate data sharing):
    i. CAD number
    ii. Caller's ID
    iii. Caller's name if known
    iv. Any information pertinent to the call.
- Lexington 911 will facilitate dispatch of emergency services for callers deemed at imminent risk.
- Lexington 911 will accept callers back into their call center if New Vista feels transfer is inappropriate and Lexington 911 will be responsible for determining how to proceed.
- Ensure data is provided as determined by both parties to facilitate coordination of crisis care.

B. **Responsibility of New Vista**

- Establish decision tree in collaboration with **Lexington E911** to assist call takers identify callers that are appropriate to be transferred to **New Vista**.
- Receive calls referred by **Lexington E911** agents for individuals (or those calling on their behalf) who are experiencing urgent behavioral health care needs.

- Transfer calls to **Lexington E911** for callers that need emergency response services such as fire, police, or EMS; attempt to collect information and relay to 911 agents regarding details of the call.
- Ensure data is provided as determined by both parties to facilitate coordination of crisis care.

C. **Confidentiality of Protected Health Information**: Both parties shall follow the provisions outlines in HIPAA, federal, state and local laws, and professional ethics as it pertains sharing of protected health information.

D. **Liability**: Each party shall be responsible for the actions and omissions of its own employees, officers, agents, or contractors.

E. **Payment of Services:** Payment for services will be the responsibility of the providing agency.

F. **Term:** This agreement will be in effect for one year and will be automatically renewed each month unless terminated by one or both parties.

G. **Term of Commitment:** This agreement may be terminated immediately upon the mutual agreement of both parties. Either party may terminate the agreement upon 30 days written notice.

IN WITNESS WHEREOF, the parties have executed this agreement on the date first above written.

Linda Gorton, Mayor, Lexington-Fayette Urban County Government

_____ _____

Authorized Signature Date

Dee Werline, President & CEO, New Vista

Dee Werline 9/4/2024

Authorized Signature Date

RESOLUTION NO. ____-2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH NEW VISTA, FOR CALL REFERRAL COORDINATION.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Memorandum of Understanding, which is attached hereto and incorporated herein by reference, with New Vista, for call referral coordination.

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

0915-24:MRS: 4891-2371-3508, v. 1

RESOLUTION NO. 485 -2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH NEW VISTA, FOR CALL REFERRAL COORDINATION.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Memorandum of Understanding, which is attached hereto and incorporated herein by reference, with New Vista, for call referral coordination.

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

PASSED URBAN COUNTY COUNCIL: September 26, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0915-24:MRS: 4878-5990-0131, v. 1

Memorandum of Agreement

Between Lexington E911 and New Vista

This agreement is made and entered into effective on 9/19/2024 between **New Vista** 1351 Newtown Pike, Lexington, KY 40511 and **Lexington-Fayette Urban County Government,** 200 E. Main St., Lexington KY 40507.

WHEREAS, **Lexington E911** is the city's enhanced public safety answering point for answering emergency and non-emergency calls and facilitation the appropriate response. There are times during this work, it can be determined that a caller has an urgent behavioral health care need that does not require police, fire, or EMS response.

WHEREAS, **New Vista** is a provider of a broad continuum of mental health, substance use, and intellectual and developmental disabilities (IDD) services as well as the designated 988 call center for the 17 counties of Central Kentucky.

PURPOSE: The purpose of this Memorandum is to establish a referral agreement and coordination of care between **Lexington E911** and **New Vista** for individuals identified by **Lexington E911** as having a behavioral health care need, based on criteria established by both parties, and that does not require police, fire, or EMS response.

THEREFORE, the parties agree to the following:

A. Responsibility of Lexington E911

- Institute a decision tree (see below) for use by 911 call takers to determine if caller is appropriate for warm transfer to **New Vista**, to manage behavioral health care needs
- Transfer calls to New Vista via the 988 Suicide & Crisis Lifeline, maintaining contact with caller while call is routed to New Vista
- At the time of call, the 911 dispatcher will provide the following to **New Vista** call agent (to facilitate data sharing):
    i. CAD number
    ii. Caller's ID
    iii. Caller's name if known
    iv. Any information pertinent to the call.
- Lexington 911 will facilitate dispatch of emergency services for callers deemed at imminent risk.
- Lexington 911 will accept callers back into their call center if New Vista feels transfer is inappropriate and Lexington 911 will be responsible for determining how to proceed.
- Ensure data is provided as determined by both parties to facilitate coordination of crisis care.

B. Responsibility of New Vista

- Establish decision tree in collaboration with **Lexington E911** to assist call takers identify callers that are appropriate to be transferred to **New Vista**.
- Receive calls referred by **Lexington E911** agents for individuals (or those calling on their behalf) who are experiencing urgent behavioral health care needs.

- Transfer calls to **Lexington E911** for callers that need emergency response services such as fire, police, or EMS; attempt to collect information and relay to 911 agents regarding details of the call.
- Ensure data is provided as determined by both parties to facilitate coordination of crisis care.

C. **Confidentiality of Protected Health Information**: Both parties shall follow the provisions outlines in HIPAA, federal, state and local laws, and professional ethics as it pertains sharing of protected health information.

D. **Liability**: Each party shall be responsible for the actions and omissions of its own employees, officers, agents, or contractors.

E. **Payment of Services:** Payment for services will be the responsibility of the providing agency.

F. **Term:** This agreement will be in effect for one year and will be automatically renewed each month unless terminated by one or both parties.

G. **Term of Commitment:** This agreement may be terminated immediately upon the mutual agreement of both parties. Either party may terminate the agreement upon 30 days written notice.

IN WITNESS WHEREOF, the parties have executed this agreement on the date first above written.

Linda Gorton, Mayor, Lexington-Fayette Urban County Government

Linda Gorton

Authorized Signature

9/30/24

Date

Dee Werline, President & CEO, New Vista

Dee Werline

Authorized Signature

9/4/2024

Date

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0918-24

File ID:	0918-24	**Type:**	Ordinance	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	09/09/2024
File Name:	25-0003- Abolish/Create - Traffic Engineering			**Final Action:**	10/10/2024

Title: An Ordinance amending the Classified Civil Service authorized strength by abolishing one (1) classified position of Traffic Signal Technician Senior, Grade 517N, and creating one (1) classified position of Outside Plant (OSP) Network Integrator Senior, Grade 519N, in the Div. of Traffic Engineering, effective upon passage of Council. [Div. of Human Resources, George]

Notes:

Sponsors:		**Enactment Date:**	10/10/2024
Attachments:	Bluesheet Memo 25-0003, From To 25-0003, HR Fiscal Impact- 25-0003, ORD 0918-24 Abolish Traffic signal technician Create OSP network integrator 4854-4988-7459 v.1.docx, O-107-2024	**Enactment Number:**	O-107-2024
Deed #:		**Hearing Date:**	
Drafter:	Alana Morton	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	09/17/2024	Approved and Referred to Docket	Urban County Council	09/26/2024		Pass
1	Urban County Council	09/26/2024	Received First Reading	Urban County Council	10/10/2024		
1	Urban County Council	10/10/2024	Approved				Pass

Text of Legislative File 0918-24

Title

An Ordinance amending the Classified Civil Service authorized strength by abolishing one (1) classified position of Traffic Signal Technician Senior, Grade 517N, and creating one (1) classified position of Outside Plant (OSP) Network Integrator Senior, Grade 519N, in the Div. of Traffic Engineering, effective upon passage of Council. [Div. of Human Resources, George]

Summary

Authorization to abolish one (1) classified position of Traffic Signal Technician Sr. (Grade 517N) and create one (1) classified position of Outside Plant (OSP) Network Integrator Sr. (Grade 519N) in the Division of Traffic Engineering, effective upon passage of Council. This has a 12-month future impact cost of $6,868.81. (L0918-24) (George/Hamilton)

Budgetary Implications: Yes

Advance Document Review:

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

Risk Management: NA

Fully Budgeted: No

Account Number:

This Fiscal Year Impact: $

Annual Impact: $

Project:

Activity:

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

GLENDA HUMPHREY GEORGE
DIRECTOR
HUMAN RESOURCES

MEMORANDUM

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

FROM: Glenda Humphrey George, Director
Division of Human Resources

DATE: September 9, 2024

SUBJECT: Abolish/Create position – Division of Traffic Engineering

Request:
The attached action is requesting authorization to abolish one (1) classified position of Traffic Signal Technician Sr. (Grade 517N) and create one (1) classified position of Outside Plant (OSP) Network Integrator Sr. (Grade 519N) in the Division of Traffic Engineering, effective upon passage of Council.

Why are you requesting:
The Division of Traffic Engineering requests to upgrade a Traffic Signal Technician Sr. to an OSP Network Integrator Sr. to attract candidates capable of assuming greater responsibility. This position will serve as the only backup for the OSP Network Supervisor which is responsible for the physical and wireless network that runs from facility to facility.

What is the cost in this budget year and future budget year?
This has a 12-month future impact cost of $6,868.81.

Position Title	Annual Salary Before	Annual Salary After	Annual Increase/Decrease
Traffic Signal Technician Sr.	$52,609.44	$0	($52,609.44)
OSP Network Integrator Sr.	$0	$58,000.80	$58,000.80
Total Annual Impact/ Salary and Benefits $6,868.81			

File Number: 0918-24

Director/Commissioner: Glenda Humphrey George/Sally Hamilton

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

Lexington-Fayette Urban County Government

Changes in Authorized Positions

Date: 9/9/2024

Classified Civil Service

Changes From:								Changes To:							
Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Hourly or Bi-weekly Salary	Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Hourly or Bi-weekly Salary
Division of Traffic Engineering (360)								**Division of Traffic Engineering (360)**							
-----	-----	-----	-----	-----	-----	-----	-----	360.044	1	674	519N	OSP Network Integrator Sr.	-----	-----	-----
360.070	8	665	517N	Traffic Signal Technician Sr.	-----	-----	-----	360.070	7	665	517N	Traffic Signal Technician Sr.	-----	-----	-----

Bluesheet 25-0003

Division of Traffic Engineering

Description		1 or -1	Hour Rate	***63122*** Base Comp	***63511*** Benefits Cost 19.71% Pension	***63615*** Other Fringe	***63621*** 6.20% FICA	***63622*** 0.044% Unemp	***63624*** 1.45% Medicare	Employee Total Cost
Traffic Signal Technician Sr. (Grade 517N)	Abolish	-1.00	25.293	($52,609.44)	($10,369.32)	($5,528.88)	($3,526.46)	($23.15)	($824.74)	($72,881.98)
OSP Network Integrator Sr. (Grade 519N)	Create	1.00	27.885	$58,000.80	$11,431.96	$5,528.88	$3,860.72	$25.52	$902.91	$79,750.79
Pay Periods				$5,391.36	$1,062.64	$0.00	$334.26	$2.37	$78.17	$6,868.81

Annual Cost: $6,868.81

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

ORDINANCE NO. _____ - 2024

AN ORDINANCE AMENDING THE CLASSIFIED CIVIL SERVICE AUTHORIZED STRENGTH BY ABOLISHING ONE (1) CLASSIFIED POSITION OF TRAFFIC SIGNAL TECHNICIAN SENIOR, GRADE 517N, AND CREATING ONE (1) CLASSIFIED POSITION OF OUTSIDE PLANT (OSP) NETWORK INTEGRATOR SENIOR, GRADE 519N, IN THE DIVISION OF TRAFFIC ENGINEERING, EFFECTIVE UPON PASSAGE OF COUNCIL.

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

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

360.044	1	674	519N	OSP Network Integrator Sr.

Section 2 – That the following subsection line number in the classified civil service authorized strength be and hereby is amended to read as follows:

360.070	7	665	517N	Traffic Signal Technician Sr.

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

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL

PUBLISHED:

0918-24:GET:4854-4988-7459, v. 1

ORDINANCE NO. 107 - 2024

AN ORDINANCE AMENDING THE CLASSIFIED CIVIL SERVICE AUTHORIZED STRENGTH BY ABOLISHING ONE (1) CLASSIFIED POSITION OF TRAFFIC SIGNAL TECHNICIAN SENIOR, GRADE 517N, AND CREATING ONE (1) CLASSIFIED POSITION OF OUTSIDE PLANT (OSP) NETWORK INTEGRATOR SENIOR, GRADE 519N, IN THE DIVISION OF TRAFFIC ENGINEERING, EFFECTIVE UPON PASSAGE OF COUNCIL.

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

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

360.044	1	674	519N	OSP Network Integrator Sr.

Section 2 – That the following subsection line number in the classified civil service authorized strength be and hereby is amended to read as follows:

360.070	7	665	517N	Traffic Signal Technician Sr.

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

PASSED URBAN COUNTY COUNCIL: October 10,2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

PUBLISHED: October 18,2024-1t

0918-24:GET:4854-4988-7459, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0919-24

File ID:	0919-24	**Type:**	Ordinance	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	09/09/2024
File Name:	25-0001c - Amendment to Authorized Strength - FY25			**Final Action:**	10/10/2024

Title: An Ordinance amending the Classified Civil Service authorized strength by creating one (1) classified position of Recreation Manager, Grade 520N, in the Div. of Aging Services, effective July 1, 2024. [Div. of Human Resources, George]

Notes:

Sponsors:		**Enactment Date:**	10/10/2024
Attachments:	Bluesheet Memo 25-0001c, From To 25-0001c, ORD 0919-24 Create recreation manager 4868-9685-7059 v.1.docx, O-108-2024	**Enactment Number:**	O-108-2024
Deed #:		**Hearing Date:**	
Drafter:	Alana Morton	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	09/17/2024	Approved and Referred to Docket	Urban County Council	09/26/2024		Pass
1	Urban County Council	09/26/2024	Received First Reading	Urban County Council	10/10/2024		
1	Urban County Council	10/10/2024	Approved				Pass

Text of Legislative File 0919-24

Title

An Ordinance amending the Classified Civil Service authorized strength by creating one (1) classified position of Recreation Manager, Grade 520N, in the Div. of Aging Services, effective July 1, 2024. [Div. of Human Resources, George]

Summary

Authorization to amend the Classified Civil Service authorized strength by creating one (1) position of Recreation Manager (Grade 520N) in the Division of Aging Services, as

approved in the FY 2025 Budget process, effective retroactive to July 1, 2024. (L0919-24) (George/Hamilton)

Budgetary Implications: Yes

Advance Document Review:

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

Risk Management: NA

Fully Budgeted: Yes

Account Number:

This Fiscal Year Impact: $

Annual Impact: $

Project:

Activity:

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

GLENDA HUMPHREY GEORGE
DIRECTOR
HUMAN RESOURCES

M E M O R A N D U M

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

FROM: Glenda Humphrey George, Director
Division of Human Resources

DATE: September 9, 2024

RE: Amendment to Authorized Strength - FY 2025 Budget

The attached action amends the classified civil service authorized strength by creating the following position as approved in the FY 2025 budget process, effective retroactive to July 1, 2024:

- One (1) classified civil service position of Recreation Manager (Grade 520N) in the Division of Aging Services;

The fiscal impact for FY 2025 (26 pay periods) will be budget-neutral. All funding for this new position is included in the FY 2025 approved budget.

File Number: 0919.24

Director/Commissioner: Glenda Humphrey George/Sally Hamilton

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

Lexington-Fayette Urban County Government

Changes in Authorized Positions

Date: 9/9/2024

Classified Civil Service

Changes From:

Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Salary
Division of Aging and Disability Service (615)							
-----	-----	-----	-----	-----	-----	-----	-----

Changes To:

Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Salary
Division of Aging and Disability Service (615)							
615.020	1	803	520N	Recreation Manager	-----	-----	-----

ORDINANCE NO. _____ - 2024

AN ORDINANCE AMENDING THE CLASSIFIED CIVIL SERVICE AUTHORIZED STRENGTH BY CREATING ONE (1) CLASSIFIED POSITION OF RECREATION MANAGER, GRADE 520N, IN THE DIVISION OF AGING SERVICES, EFFECTIVE JULY 1, 2024.

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

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

615.020	1	803	520N	Recreation Manager

Section 2 – That this Ordinance shall become effective July 1, 2024.

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL

PUBLISHED:

0919-24:GET:4868-9685-7059, v. 1

ORDINANCE NO. 108 - 2024

AN ORDINANCE AMENDING THE CLASSIFIED CIVIL SERVICE AUTHORIZED STRENGTH BY CREATING ONE (1) CLASSIFIED POSITION OF RECREATION MANAGER, GRADE 520N, IN THE DIVISION OF AGING SERVICES, EFFECTIVE JULY 1, 2024.

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

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

615.020	1	803	520N	Recreation Manager

Section 2 – That this Ordinance shall become effective July 1, 2024.

PASSED URBAN COUNTY COUNCIL: October 10,2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

PUBLISHED: October 18,2024-1t

0919-24:GET:4868-9685-7059, v. 1