

## **STATEMENT OF AFFILIATION**

The purpose of this Statement of Affiliation is to establish responsibilities and chain of command within the Lexington-Fayette Urban County Government (the "Local Government"), including the responsibilities and chain of command for the Local Government's Special Operations Team in the Division of Fire and Emergency Services (the "Rescue Squad"), and between the Rescue Squad and the Urban County Government Emergency Management Director (the "Local Director"), in the provision of rescue squad services.

### **GRANT OF AUTHORITY (KRS 39F.020)**

The Mayor hereby grants to the Rescue Squad the authority to operate in the Lexington-Fayette Urban County and, as further described in ESF-9 SAR of the Local Government's Emergency Operations Plan (the "EOP"), places the Rescue Squad under the limited direction of the Local Director (KRS 39F.020). In granting this authority to operate, it is recognized that all assets, property, funds or interests acquired, appropriated, donated or raised for the benefit or operation of the Rescue Squad shall be deemed the property of the Urban County Government or, when acquired through state funds, the property of the Commonwealth of Kentucky. The Rescue Squad will be responsible for the management and accounting of the assets described above, but may not acquire an interest in the same. The Standard Operating Procedures (the "SOPs") or by-laws of the Rescue Squad will conform to applicable state and federal laws and regulations and may not limit the authority of the Mayor or the Local Director in the provision and management of rescue squad services in the urban-county.

The Rescue Squad is the only rescue squad officially recognized by the Local Government. By virtue of this Statement of Affiliation, the Rescue Squad is recognized as being officially affiliated with the Local Government and becomes officially affiliated with the local Emergency Management Agency (the "Local Agency"), as recognized by the Kentucky Division of Emergency Management.

### **MISSION STATEMENT (KRS 39F.120(9)(a))**

The Rescue Squad shall serve the citizens of the Local Government by providing fully trained and equipped personnel who will take the lead role in the following type's missions when conducted in the urban-county:

- (1) light duty rescue;
- (2) extrication of persons from vehicles;
- (3) water rescue and recovery operations not utilizing divers;
- (4) high and low angle rescue and recovery operations;
- (5) confined space, trench and collapse rescue and recovery operations; and,
- (6) specialized extrication rescue and recovery operations

In addition to the roles of "General Rescue Squad", under KRS 39F. 010(10)(d), the Rescue Squad shall serve the citizens of the Local Government by providing fully trained and equipped personnel who will take the lead role in the following type's missions when conducted in the urban-county as a "specialized rescue squad" :

"Specialized rescue squad" means a rescue squad which performs one (1) or more of the following functions as the primary or sole mission of the organization:

- (d) Water rescue and recovery operations utilizing divers

Under KRS 39F.070 Specialized rescue squad – Activities permitted Section (3) (a – e)

- (3) A specialized rescue squad may engage in a general rescue squad activity if:
  - (a) That activity is specified in its mission statement;
  - (b) The rescue squad has twelve (12) persons including a commanding officer from within the membership of the specialized rescue squad whose mission statement is to engage in the general rescue squad activity;
  - (c) The persons assigned to the general rescue squad activity meet the training requirements specified by statute and administrative regulation;
  - (d) The rescue squad has the equipment required by administrative regulation to engage in general rescue squad activity as listed in its mission statement; and
  - (e) The rescue squad has a vehicle for transporting the required equipment to the scene.

The Rescue Squad (inclusive of specialized rescue squad activities), at the request of other state and local agencies, may respond and assist other state and local agencies with search and rescue operations conducted outside the urban-county, but will not take the lead role, in the types of missions described above. The Rescue Squad will respond to missions involving water rescue and recovery utilizing divers.

#### **CALL OUT AUTHORITY (KRS 39F.120(9)(a))**

The Rescue Squad will respond when called by any of the following services or agencies:

- (1) the Local Government;
- (2) the Local Director;
- (3) the Local Government SAR Coordinator;
- (4) the Kentucky Emergency Management Area 11 Manager ( the "Area Manager");
- (5) the Kentucky SAR Coordinator; and
- (6) the Kentucky Division of Emergency Management.

The Local Government's Division of Fire and Emergency Services communications dispatch center will notify the Rescue Squad of an incident when assistance is requested.

**CHAIN OF COMMAND (KRS 39F.120(9)(a))**

As a unit of the Local Government, the Rescue Squad is under the direction and control of the Local Government, including those time when the Local Government declares a State of Emergency. The Rescue Squad's chain-of-command is defined by the Local Government's Code of Ordinances, EOP, and Search and Rescue Plan.

**RESPONSIBILITIES (KRS 39.F120(9)(a))**

The Rescue Squad shall maintain its equipment and property and shall be accountable for all equipment through an annual inventory, which will be submitted to the Local Director, the Area Manager, and the State Search and Rescue Coordinator. The Rescue Squad shall be responsible for the fiscal accountability for all funds received by the squad. The Rescue Squad, acting by and through the Local Government's Division of Accounting, shall assure all payments of outstanding debts in a timely manner. The Rescue Squad shall not charge a fee for any of its services. The Rescue Squad is responsible for maintaining an approved and current set of SOP's, which reflect its mission statement. It is the responsibility of the Rescue Squad to provide copies of its SOPs and amendments to its SOPs to the Local Director, the Area Manager, and the State Search and Rescue Coordinator.

The Rescue Squad has the responsibility to adhere to the requirements of formation and securing affiliation according to KRS 39F.020. The Rescue Squad shall meet the organization requirements of KRS 39F.050 and KRS 39F.120.

The Local Government shall be responsible for the fiscal accountability of funds distributed to the Rescue Squad by the Local Government. The Local Government will provide official license plates and insurance for all rescue vehicles. The Local Government may appropriate a yearly allocation in its annual budget to cover the operating expenses to the Rescue Squad.

The responsibilities of the Local Government, including its Local Director and its Rescue Squad, shall conform to those responsibilities as provided in all applicable state statutes and regulations.

**FINDINGS AND CERTIFICATION (KRS 39F.120(9)(a) and (b))**

By their signatures below, the Mayor and Local Director, certify that, having reviewed the Rescue Squad's Mission Statement and this Statement of Affiliation, to the best of their knowledge and belief the Rescue Squad:

- (1) possess adequate numbers of trained personnel to perform the mission;
- (2) possess proper and adequate equipment, in proper working order, to perform the mission;
- (3) possess at least one rescue vehicle, dedicated solely to rescue purposes and in proper working order, which is adequate to perform the mission of the squad;
- (4) possess adequate command and control personnel, training, and policies to ensure that the squad can quickly and efficiently respond and perform its mission when called upon; and
- (5) is performing a function not performed by other local government agencies or other local private agencies or organization.

**PROCEDURES FOR REVOCATION (KRS 39F.120(9)(a))**

This Statement of Affiliation may be modified, amended, or terminated at any time by the Local Government. Unless earlier terminated, the duration of this Statement of Affiliation shall be for a period of one (1) year, commencing on the 1<sup>ST</sup> day of July, 2023 and expiring on the 30<sup>th</sup> day of June, 2024.

IN WITNESS WHEREOF, this Statement of Affiliation has been executed by the Mayor of the Lexington-Fayette Urban County Government, for and on behalf of the Local Government, by its Local Director, and the Fire Chief of the Division of Fire and Emergency Services for and on behalf of the Rescue Squad, as of this 24<sup>th</sup> day of April, 2023.

LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT

BY:   
LINDA GORTON, MAYOR

DIVISION OF FIRE AND EMERGENCY  
SERVICES,

BY:   
JASON WELLS, FIRE CHIEF

DIVISION OF EMERGENCY MANAGEMENT

BY:   
PATRICIA L. DUGGER, DIRECTOR



KENTUCKY TRANSPORTATION CABINET  
Department of Highways  
PERMITS BRANCH

TC 99-1A  
Rev. 10/2020  
Page 1 of 4

**APPLICATION FOR ENCROACHMENT PERMIT**

KYTC KEPT #: \_\_\_\_\_

**SECTION 1: APPLICANT CONTACT INFORMATION**

<b>APPLICANT</b> Lexington Urban County Govt	<b>ADDRESS</b> 200 E. main st		
<b>EMAIL</b> hwilson@lexingtonky.gov	<b>CITY</b> Lexington	<b>STATE</b> KY	<b>ZIP</b> 40507
<b>CONTACT NAME 1</b> Heather Wilson	<b>EMAIL</b> hwilson@lexingtonky.gov	<b>PHONE #</b> 8 _____	<b>CELL #</b> 859-270-9694
		<b>CONTACT NAME 2 (if applicable)</b> Jennifer Carey	
		<b>PHONE #</b> 859-425-2888	<b>CELL #</b> _____

**SECTION 2: PROPOSED WORK LOCATION**

<b>ADDRESS</b> Leestown Rd	<b>CITY</b> Lexington	<b>STATE</b> Kentucky	<b>ZIP</b> 40511
<b>COUNTY</b> Fayette	<b>ROUTE #</b>	<b>MILE POINT</b>	<b>LONGITUDE (X)</b> 38.089122
<b>ADDITIONAL LOCATION INFORMATION:</b> 4 medians beginning @		<b>LONGITUDE (X)</b> 38.083210	<b>LATITUDE (Y)</b> -84.549270

**FOR KYTC USE ONLY**

PERMIT TYPE:  Air Right  Entrance  Utilities  Vegetation Removal  Other: \_\_\_\_\_

ACCESS:  Full  Partial  by Permit **LOCATION:**  Left  Right  Crossing

**SECTION 3: GENERAL DESCRIPTION OF WORK**

Beautification planting projects for the 4 grassy medians on Leestown Rd between the Lat and Longitude coordinates above.

Planting bed preparation and planting of shrubs, perennials and grasses as detailed in attached files.

THE UNDERSIGNED APPLICANT(s), being duly authorized representative(s) or owner(s), DO AGREE TO ALL ORIGINAL UNEDITED TERMS AND CONDITIONS ON THE TC 99-1A, pages 1-4.

*Rinda Gordon*

SIGNATURE

4/21/2023

DATE

This is not a permit unless and until the applicant(s) receives an approved TC 99-1B from KYTC. This application shall become void if not approved by the cancellation date. The cancellation date shall be a minimum of one year from the date the applicant submits their application.

## **APPLICATION FOR ENCROACHMENT PERMIT**

### **TERMS AND CONDITIONS**

1. The permit, including this application and all related and accompanying documents and drawings making up the permit, remains in effect and is binding upon the Applicant/Permittee, its successors and assigns, as long as the encroachment(s) exists and also until the permittee is finally relieved by the Department of Highways from all its obligations.
2. Applicant shall meet all requirements of the Clean Water Act if the project will disturb one acre or more, the applicant shall obtain a KPDES KYR10 Permit from the Kentucky Division of Water. All disturbed areas shall meet the requirements of the Department of Highway's Standard Specifications, Sections 212 and 213, as amended.
3. **INDEMNITY:**
  - A. **PERFORMANCE BOND:** The permittee shall provide to the Department a performance bond according to the Permits Manual, Section PE-203 as a guarantee of conformance with the Department's Encroachment Permit requirements.
  - B. **PAYMENT BOND:** At the discretion of the department, a payment bond shall be required of the permittee to ensure payment of liquidated damages assessed to the permittee.
  - C. **LIABILITY INSURANCE:** Liability insurance shall be required of the permittee (in an amount approved by the department) to cover all liabilities associated with the encroachment.
  - D. It shall be the responsibility of the permittee, its successors and assigns, to maintain all indemnities in full force and effect until the permittee is authorized to release the indemnity by the Department.
4. A copy of this application and all related documents making up the approved permit shall be given to the applicant and shall be made readily available for review at the work site at all times.
5. Perpetual maintenance of the encroachment is the responsibility of the permittee, its successors and assigns, with the approval of the Department as required, unless otherwise stated.
6. Permittee, its successors and assigns, shall comply with and agree to be bound by the requirements and terms of (a) this application and all related documents making up the approved permit, (b) by the Department's Permits Manual, and (c) by the Manual on Uniform Traffic Control Devices, both manuals as revised to and in effect on the date of issuance of the permit, all of which documents are made a part thereof by this reference. Compliance by the permittee, its successors and assigns, with subsequent revisions to applicable provisions of either manual or other policy of the Department may be made a condition of allowing the encroachment to persist under the permit.
7. Permittee agrees that this and any encroachment may be ordered removed by the Department at any time, and for any reason, upon thirty days written notice to the last known address of the applicant or to the address at the location of the encroachment. The permittee agrees that the cost of removing and of restoring the associated right-of-way is the responsibility of the permittee, its successors and assigns.
8. Permittee, its successors and assigns, agree that if the Department determines that motor vehicular safety deficiencies develop as a result of the installation or use of the encroachment, the permittee, its successors and assigns, shall provide and bear the expenses to adjust, relocate, or reconstruct the facilities, add signs, auxiliary lanes, or other corrective measures reasonably deemed necessary by the Department within a reasonable time after receipt of a written notice of such deficiency. The period within which such adjustments, relocations, additions, modifications, or other corrective measures must be completed will be specified in the notice.
9. Where traffic signals are required as a condition of granting the requested permit or are thereafter required to correct motor vehicular safety deficiencies, as determined by the Department, the costs for signal equipment and installation(s) shall be borne by the permittee, its successors and assigns and the Department in its reasonable discretion and only in accordance with the Department's current policy set forth in the Traffic Operations Manual and Permits Manual. Any modifications to the permittee's entrance necessary to accommodate signalization (including necessary easement(s) on private property) shall be the responsibility of the permittee, its successors and assigns, at no expense to the Department.

### APPLICATION FOR ENCROACHMENT PERMIT

10. The requested encroachment shall not infringe on the frontage rights of an abutting owner without their written consent as hereinafter described. Each abutting owner shall express their consent, which shall be binding on their successors and assigns, by the submission of a notarized statement as follows, "I (we), \_\_\_\_\_, hereby consent to the granting of the permit requested by the applicant along Route \_\_\_\_\_, which permit does affect frontage rights along my (our) adjacent real property." By signature(s) \_\_\_\_\_, subscribed and sworn by \_\_\_\_\_, on this date \_\_\_\_\_.
11. The permit, if approved, is subject to the agreement that it shall not interfere with any similar rights or permit(s) previously granted to any other party, except as otherwise provided by law.
12. Permittee shall include documentation which describes the facilities to be constructed. Permittee, its successors and assigns, agree as a condition of the granting of the permit to construct and maintain any and all permitted facilities or other encroachments in strict accordance with the submitted and approved permit documentation and the policies and procedures of the Department. Permittee, its successors and assigns, shall not use facilities authorized herein in any manner contrary to that prescribed by the approved permit. Only normal usage as contemplated by the parties and by this application and routine maintenance are authorized by the permit.
13. Permittee, its successors and assigns, at all times from the date permitted work is commenced until such time as all permitted facilities or other encroachments are removed from the right-of-way and the right-of-way restored, **shall defend, protect, indemnify and save harmless** the Department from any and all liability claims and demands arising out of the work, encroachment, maintenance, or other undertaking by the permittee, its successors and assigns, related or undertaken pursuant to the granted permit, due to any claimed act or omission by the permittee, its servants, agents, employees, or contractors. This provision shall not inure to the benefit of any third party nor operate to enlarge any liability of the Department beyond that existing at common law or otherwise if this right to indemnity did not exist.
14. Upon a violation of any provision of the permit, or otherwise in its reasonable discretion, the Department may require additional action by the permittee, its successors and assigns, up to and including the removal of the encroachment and restoration of the right-of-way. In the event additional actions required by the Department under the permit are not undertaken as ordered and within a reasonable time, the Department may in its discretion cause those or other additional corrective actions to be undertaken and the Department shall recover the reasonable costs of those corrective actions from the permittee, its successors and assigns.
15. Permittee, its successors and assigns, shall use the encroachment premises in compliance with all requirements of federal law and regulation, including those imposed pursuant to Title VI of the Civil Right Act of 1964 (42 U.S.C. § 2000d et seq.) and the related regulations of the U.S. Department of Transportation in Title 49 C.F.R. Part 21, all as amended.
16. Permittee, its successors and assigns, agree that if the Department determines it is necessary for the facilities or other encroachment authorized by the permit to be removed, relocated or reconstructed in connection with the reconstruction, relocation or improvement of a highway, the Department may revoke permission for the encroachment to remain under the permit and may order its removal, relocation or reconstruction by the permittee, its successors and assigns, at the expense of the permittee, except where the Department is required by law to pay any or all of those costs.



**APPLICATION FOR ENCROACHMENT PERMIT**

- 17. Permittee agrees that the authorized permit is personal to the permittee and shall remain in effect until such time as (a) the permittee's rights to the adjoining real property to have benefitted from the requested encroachment have been relinquished, (b) until all permit obligations have been assumed by appropriate successors and assigns, and (c) unless and until a written release from permit obligations has been granted by the Department. The permit and its requirements shall also bind the real property to have benefitted from the requested encroachment to the extent permitted by law. The permit and the related encroachment become the responsibility of the successors and assigns of the permittee and the successors and assigns of each property owner benefitting from the encroachment, or the encroachment may not otherwise permissibly continue to be maintained on the right-of-way. (Does not apply to utility encroachments serving the general public.)
- 18. If work authorized by the permit is within a highway construction project in the construction phase, it shall be the responsibility of the permittee to make personal contact with the Department's Engineer on the project in order to coordinate all permitted work with the Department's prime contractor on the project.
- 19. This permit is not intended to, nor shall it, affect, alter or alleviate any requirement imposed upon the permittee, its successors and assigns, by any other agency.
- 20. Permittee, its successors and assigns, agree to contain and maintain all dirt, mud, and other debris emanating from the encroachment away from the surrounding right-of-way and the travel way of the highway hereafter and at all times that its obligations under the permit remain in effect.
- 21. Before You Dig: The contractor is instructed to call 1-800-752-6007 to reach KY 811, the One-Call system for information on the location of existing underground utilities. The call is to be placed a minimum of two (2) and no more than ten (10) business days prior to excavation. The contractor should be aware that the owners of underground facilities are not required to be members of the KY 811 One-Call Before U-Dig (BUD) service. The contractor must coordinate excavation with the utility owners, including those whom do not subscribe to KY 811. It may be necessary for the contractor to contact the County Clerk to determine what utility companies have facilities in the area.
- 22. The undersigned Utility acknowledges ownership and control of the facilities proposed to be installed, modified, or extended by the Applicant/Permittee and agrees to be bound by the requirements and terms of this application and all related documents making up the approved permit, by the Department's Permits Guidance Manual, and by all applicable regulations and statutes in effect on the date of issuance of the permit. This information and application is certified correct to the best knowledge and belief of the undersigned Utility.

*Not applicable*  
\_\_\_\_\_  
UTILITY

\_\_\_\_\_  
NAME (Utility Representative)

\_\_\_\_\_  
TITLE (Utility Representative)

\_\_\_\_\_  
SIGNATURE (Utility Representative)

\_\_\_\_\_  
DATE



To Submit a Locate Request  
24 Hours a Day, Seven Days a Week:  
Call 811 or 800-752-6007





5515 E. La Palma Ave., Suite 100  
Anaheim, CA 92807  
Tel: (714) 238-2000  
Fax: (714) 238-2049

January 31, 2023

Lieutenant Randall Combs  
LEXINGTON DIVISION OF POLICE  
150 East Main Street  
Lexington KY 40507  
RCOMBS@LEXINGTONPOLICE.KY.GOV  
(859) 258-3541

**RE: Extension to Maintenance and Support Agreement # 003241-002**

Dear Lieutenant Randall Combs,

By means of this letter, Idemia Identity & Security USA LLC ("IDEMIA" or "Seller") hereby extends **LEXINGTON DIVISION OF POLICE** Maintenance and Support Agreement for the period **11/18/2022** through **11/17/2023**.

All terms and conditions of the original agreement shall remain in full force and effect.

Please indicate acceptance of this extension by signing in the acceptance block below and returning it to my attention via Email at Tanisha.King@us.idemia.com at your soonest convenience.

If you have any questions or need further clarification, please contact me at 703.775.7857 or e-mail Tanisha.King@us.idemia.com. Thank you in advance.

Thank you,

Tanisha King  
Maintenance Agreement Specialist  
Idemia Identity & Security USA LLC

**Accepted by:**

**IDEMIA IDENTITY & SECURITY USA LLC**

Signed by: 

Printed Name: Casey Mayfield

Title: Vice President

Date: January 31, 2023

**LEXINGTON DIVISION OF POLICE**

Signed by: 

Printed Name: Linda Gorton

Title: Mayor

Date: 4/24/2023

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### Description of Covered Products

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MAINTENANCE AND SUPPORT AGREEMENT NO. SA # 003241-002

CUSTOMER: LEXINGTON DIVISION OF POLICE

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The following table lists the Products under maintenance coverage:

Product	Description	Node	Qty
Workstation	MorphoBIS latent expert	KYLFMLE001	1

## Support Plan Options and Pricing Worksheet

**Maintenance and Support Agreement #** 003241-002      **Date** January 31, 2023  
**New Term Effective**      **Start** 11/18/2022      **End** 11/17/2023

For support on covered products, please contact Technical Help Desk at (800) 734-6241 or email at: [AnaheimCSCenter@us.idemia.com](mailto:AnaheimCSCenter@us.idemia.com)

STANDARD SUPPORT		
<input checked="" type="checkbox"/> <b>Advantage – Software Support</b>		
◆ Telephone Response: 2 Hour	◆ Standard Releases & Updates	◆ Supplemental Releases & Updates
◆ Remote Dial-In Analysis	◆ Software Customer Alert Bulletins	◆ 8 a.m. – 5 p.m. Monday to Friday PPM
◆ Unlimited Telephone Support	◆ Automatic Call Escalation	
<input checked="" type="checkbox"/> <b>On-Site Hardware Support</b>		
◆ 8 a.m. – 5 p.m. Monday to Friday PPM	◆ Defective Parts Replacement	◆ Hardware Service Reporting
◆ Next Day PPM On-site Response	◆ Escalation Support	◆ Product Repair
◆ Hardware Vendor Liaison	◆ Hardware Customer Alert Bulletins	◆ Equipment Inventory Detail Management
<input checked="" type="checkbox"/> <b>Parts Support</b>		
◆ Parts Ordered & Shipped Next Business Day	◆ Parts Customer Alert Bulletins	
<i>* If customer is providing their own on-site hardware support, the following applies:</i>		
➤ Customer Orders & Replaces Parts	➤ Telephone Technical Support for Parts Replacement Available	

<b>GRAND TOTAL</b>	<b>\$ 9,811.00</b>
<i>*Exclusive of taxes if applicable</i>	

**PLEASE PROVIDE A COPY OF YOUR CURRENT TAX EXEMPTION CERTIFICATE (if applicable)**  
**Please note this is not an invoice. An invoice will be provided after receipt of the signed document.**