

Division of Emergency Management

R-407-2019
R-306-2019
Contract # 140-2019

Lexington-Fayette Urban County Government

115 Cisco Road

Lexington, KY 40504-1107

Amended General Conditions

Thank you for using Management Registry, Inc. for your staffing needs. Management Registry, Inc. ("Assigned Employee(s)") are assigned to you for the contract period of 1st, October 2019 to 30th, September 2020 for a contract value of \$93,000 under the following General Conditions:

Management Registry Inc. Responsibilities

Management Registry, Inc. will provide to LFUCG the services of its employees ("Assigned Employees") as requested by CLIENT. LFUCG will use the services of Management Registry, Inc. as a provider of Assigned Employees for the job titles outlined in the Payment Terms.

Management Registry, Inc. agrees to assume full responsibility for paying wages, withholding, and transmitting payroll taxes; making unemployment contributions; providing workers compensation insurance; handling unemployment and workers' compensation claims. Assigned Employees will not be entitled to holidays, vacations, disability, insurance, pensions or retirement plans, or any other benefits offered or provided by LFUCG to its direct employees.

Management Registry, Inc. will recruit, interview, test, screen, and ensure compliance with legally required pre-employment obligations for all Assigned Employees to be assigned to CLIENT's facilities prior to their assignment at LFUCG facility. All Assigned Employees will be subjected to a 5 panel drug screen and E-Verify through the Social Security Administration.

Management Registry, Inc. will maintain general liability, workers compensation and employer's liability insurance.

CLIENT'S Responsibilities

LFUCG will provide the Assigned Employees of the Management Registry, Inc. with a safe work environment. LFUCG will provide the Assigned Employees with an orientation on job specific safety rules, job specific Hazardous Communications training, other training such as emergency evacuation, proper use of personal protective equipment (PPE) and any other necessary safety training. Within 24 hours of an injury to an Assigned Employee, LFUCG will provide a complete accident report to Management Registry, Inc. LFUCG is responsible to include any recordable injury to Assigned Employees (s) in their OSHA 300 log and for compliance with the Occupational Safety and Health Act and comparable state laws and regulations.

LFUCG shall notify Management Registry, Inc. if the job description changes for the Assigned Employee(s), so that Management Registry, Inc. can determine if workers compensation classification code requires modification

LFUCG agrees that it will not entrust Assigned Employees with unattended premises, cash, checks, keys, credit cards, confidential or trade secret information, negotiable instruments, or other valuables without the prior written permission of Management Registry, Inc.

LFUCG will not request or permit any Assigned Employee to use any vehicle, regardless of ownership, in connection with the performance of services for CLIENT, without the prior written permission of Management Registry, Inc. "Vehicle" is defined as an automobile, truck, van, E-Z Go or other motorized vehicle. Those Assigned Employee's that have completed certified forklift training are permitted to operate forklifts.

LFUCG and Management Registry, Inc. Dual Responsibilities

LFUCG and Management Registry, Inc. affirm and agree that they are equal employment opportunity employers and are in full compliance with any and all applicable anti-discrimination laws, rules, and regulations. LFUCG and Management Registry, Inc. agree not to harass, discriminate against, or retaliate against any employee of the other because of his or her race, national origin, age, sex, religion, disability, marital status, or other category protected by law; nor shall either party cause or request the other party to engage in such discrimination, harassment, or retaliation. In the event of any complaint of unlawful discrimination, harassment, or retaliation by any Assigned Employee, LFUCG and Management Registry, Inc. agree to cooperate in the prompt investigation and resolution of such complaint.

To the extent permitted by law, Management Registry, Inc. agrees to defend, indemnify, and hold LFUCG harmless of and from any and all claims or losses that LFUCG actually incurs (including reasonable attorney's fees) caused by the fault, negligence, gross negligence, or recklessness of Management Registry, Inc.

To the extent permitted by law, LFUCG agrees to defend, indemnify, and hold Management Registry, Inc. harmless against any and all claims, losses, and liabilities that Management Registry, Inc. incurs (including reasonable attorney's fees) that are caused by the fault, negligence, gross negligence, or recklessness of CLIENT.

LFUCG Signature: *Linda Gorton*
Printed Name: Linda Gorton
Title: Mayor
Date: July 9, 2019

Management Registry, Inc.: *Stacey Dlouhy*
Printed Name: Stacey Dlouhy
Title: President of Government Division
Date: 7/2/2019