



Accredited Training Provider

September 5, 2024

James Baker  
Operations Manager  
Lexington Fayette Urban County Government  
200 E. Main St.  
Lexington, KY 40507

Dear James,

Thomason & Associates, Inc., dba Alternative Fuel Vehicle Institute ("AFVi®")\* is pleased to submit this proposal and agreement ("Agreement") to deliver our Heavy-Duty NGV Maintenance and Diagnostics Training to up to ten (10) technicians of Lexington Fayette Urban County Government ("Client"). \*AFVi and AFVi Alternative Fuel Vehicle Institute are Registered Trademarks of Thomason & Associates, Inc.

**NGV Essentials and Safety Practices is a prerequisite for the Heavy-Duty NGV Maintenance and Diagnostics Training.**

Should Client choose to enroll students in the Heavy-Duty NGV Maintenance and Diagnostics Training who have not previously completed the prerequisite, AFVi will require those students complete the prerequisite course at a rate of \$495 per student. Client will be invoiced prior to the assignment of the prerequisite course and students will need to complete the prerequisite course prior to AFVi's arrival to deliver the onsite training.

**Heavy-Duty NGV Maintenance and Diagnostics Training**

The number one challenge facing heavy-duty NGV technicians is how to distinguish between a fuel quality problem, a fuel system problem or an engine problem. This two-day training course is the only training available that treats these three elements as a system and helps technicians understand how they are interrelated. Emphasis is placed on the safety knowledge and repair practices that are unique for Cummins heavy-duty natural gas engines. The course covers the components of all CNG fuel systems (regardless of manufacturer), as well as all Cummins 6.7 Liter, 9 Liter and 12 Liter natural gas engines.

The course includes operational theory with more than a dozen hands-on exercises. It is a perfect prerequisite to fuel system or engine manufacturer training. This course also helps prepare technicians for the ASE H1 exam.

The learning objectives for this course include:

- Identify and compare the properties and characteristics of CNG and LNG to diesel
- Describe the safety procedures necessary to maintain and repair CNG and LNG vehicles
- Identify and describe the operation, maintenance, diagnostics, and repair of the low- and high-pressure components of a CNG fuel system
- Identify the unique components and operation of the Cummins 6.7 Liter, 9 Liter and 12-liter natural gas engines and emissions control system
- Identify and describe fuel system and engine component maintenance intervals and procedures unique to Cummins powered NGVs
- Describe basic diagnostic procedures for Cummins 6.7 Liter, 9 Liter and 12-liter natural gas engines
- Identify diagnostic procedures and interpret data for electrical related issues, sensors and solenoids using wiring diagrams and other tools
- Diagnose hard starting and/or poor drivability issues
- Identify unique components and operation of LNG (saturated) and HPDI (unsaturated) LNG fuel systems

- Increase the technician's knowledge and preparation for successful completion of the Cummins natural gas engine certifications and/or the ASE H1 Alternative Fuels certification exam

#### **About AFVi**

AFVi is North America's leading provider of education and training programs and technical consulting on natural gas vehicles and fueling technologies. Established in 1989, AFVi has worked with hundreds of companies and government agencies throughout the U.S. and worldwide to help them achieve their NGV goals. We continually strive to deliver the most up-to-date and effective natural gas vehicle and fueling station training to our customers. As part of this process, we survey all participants of our in-house training programs and incorporate the feedback into future presentations. On a scale of 1 to 5, with 5 being the highest level of satisfaction, we continually receive an average 4.8 satisfaction rating and have successfully trained more than 25,000 students in the United States and worldwide.

#### **AFVi is an ASE-Accredited CASE Training Provider**

AFVi is the first and only ASE-accredited CASE provider that specializes in training for the natural gas vehicle industry. Selecting an ASE-accredited CASE training provider ensures that the training method is professional, structured, and effective. Additionally, ASE-accredited training providers are authorized to provide CEUs (Continuing Education Units) to the participants who successfully meet the requirements.

Continuing Automotive Service Education (CASE) is a rigorous evaluation process administered by the National Institute of Automotive Service Excellence (ASE) and the Automotive Training Managers Council (ATMC). ASE-accredited CASE providers are reviewed based on training technique, student assessment methods, validity of the training material, instructor qualifications, and administrative processes. To date, only 53 elite companies have obtained ASE accreditation, including American Honda, General Motors, Lexus, Nissan, Penske, and Toyota.

#### **AFVi Instructors**

##### **Duane Lippincott**

Duane Lippincott joined the AFVi team after a 30-year career in the Automotive Department at UPS, which oversees both maintenance and engineering. In 2005, he accepted an assignment in UPS Corporate Automotive Engineering as the Maintenance and Engineering Manager for the Class 8 power fleet, and most recently served as Director of Learning and Development with responsibility for all UPS automotive personnel in North America. As a leader in the NGV industry, Duane also has served on the Board of Directors of the Technology Maintenance Council of the American Trucking Association. He is a TMC Silver Sparkplug recipient, which is TMC's highest award. His work with TMC has afforded Duane close relationships with decision makers of all the key North American fleets using CNG as a transportation fuel.

##### **David Futscher**

David Futscher is a 45-year veteran in the transportation industry, working as an automotive technician, fleet supervisor and fleet manager on automobiles, delivery vehicles, tractor trailers and aviation ground support equipment. Prior to joining AFVi, David held a 31-year career at UPS, responsible for over 4,000 delivery and transportation vehicles. During this time, he developed extensive hands-on experience in natural gas vehicle maintenance and repair. In addition, David collaborated with the Kentucky Clean Fuels Coalition to establish training for First Responders and Law Enforcement on proper and safe methods to address alternative fueled vehicles involved in an accident or fire.

##### **Dan Richards, Instructor**

Dan Richards joined AFVi after a 30-year career in the transportation industry. He began his career rebuilding truck engines and maintaining industrial and farm equipment. For 26 years Dan worked for UPS in a variety of fleet-related roles. He was responsible for maintenance and supervision of ground, ground support, and tractor trailer fleets and worked as a Regional Training Manager coordinating manufacturer training and delivering internal training for

technicians, supervisors, and managers. He also collaborated on corporate initiatives including telematics rollout, method time study procedures and training for vehicle software rollouts.

**Scope of Work/Deliverables**

AFVi will deliver Heavy-Duty NGV Maintenance and Diagnostics Training to up to ten (10) technicians of Client. Each attendee of the Course will receive the intensive technical training described above. They will also receive a comprehensive manual that will serve as an invaluable reference tool. All documents, manuals or other materials delivered by AFVi to Client or its employees shall be and remain the intellectual property of AFVi. Accordingly, Client agrees that Client shall, prior to AFVi delivering the Course or any associated documents/manuals, execute the Limited License and Non-Disclosure Agreement attached hereto as Exhibit A.

**Schedule and Training Location**

The Courses will be held at your facility in Lexington, Kentucky on dates that will be mutually agreed upon by Client and AFVi. The cost of meeting space, meals, refreshments, etc., is not included in the cost estimate of this proposal. Client will be responsible for providing a meeting space to comfortably accommodate the group size. The meeting room must be on a first floor, or if on an upper level, must be accessible by elevator. If an elevator is not available, Client agrees to take responsibility for moving the training materials to and from the meeting space. Client must also provide a screen and projector or smart TV at the Course location. AFVi will provide the laptop computer and HDMI cable to connect to the projector or smart TV.

**Vehicles/Training Aids**

When AFVi delivers Heavy-Duty NGV Maintenance and Diagnostics Training, AFVi ships various tools and other training aids to the training location for use during the Course. In addition, it can be advantageous to have Client-owned CNG powered vehicles available. If desired, your CNG powered vehicles (the "Vehicles") can be used for this purpose during the hands-on portion of the Course. By signing below, Client hereby represents and warrants that all equipment to be provided by Client at the Course, including the Vehicles, shall be in good repair and safe for use at the time of the Course.

**Cost**

The cost to deliver these Courses is set forth in the chart below. This cost includes preparation and delivery of the training courses, manuals, instructor travel and material shipping. No refund will be issued if less than the specified number of students attends. Should Client wish to train additional employees, others may attend at the per student price indicated in the chart below. Final billing will be based on the attendee count provided by the Client to AFVi in writing prior to training, should it exceed the contracted total.

Client Cost - In Person Training	
Heavy-Duty NGV Maintenance and Diagnostics Training for up to (10)	\$ 21,625
Additional Per Student Rate \$1,895	-
<b>Total</b>	<b>\$ 21,625</b>

**Final Student Guarantee and Final Cost**

Four weeks prior to the scheduled training, AFVi will request a complete list of the guaranteed students for the classes. This list will need to include the name, company, title and unique email address of each attendee. Failure to provide a unique email address will prohibit students from being assigned any on-demand e-learning courses, the online certification exam, or receiving certification exam results. The guarantee must be submitted to AFVi in writing twenty-one days prior to the scheduled training classes. AFVi reserves the right to deny attendance to any student whose job title and/or company prohibits them from being a candidate for the training classes.

The guarantee is the number of students for which AFVi will have materials and will be prepared to train. Should more students than guaranteed attend the classes, please note that these students will not have pre-prepared training manuals or other class materials. Upon completion of the necessary documentation, these materials will be printed and shipped after the courses are completed.

If AFVi has not received the Client guarantee in writing within twenty-one days of the scheduled training classes, AFVi will be prepared to train the minimum number of students described in this proposal and additional students will not have pre-prepared training manuals or other class materials.

#### **Training Manuals**

The content of AFVi's training manuals is copyright protected (see Exhibit A.) In addition, to ensure quality of learning, all training manuals distributed by AFVi must accompany instructor led training. AFVi does not sell training manuals separately or provide manuals in excess of the exact number of students trained in each class.

#### **Procurement of AFVi Services**

This proposal is valid for ninety (90) calendar days following the date of this letter, and will expire automatically at the end of such period unless otherwise agreed by AFVi. By returning a counter-signed copy of this Agreement and signed Limited License and Non-Disclosure Agreement (Exhibit A), the Client agrees to retain AFVi to provide the services described herein and to satisfy all other obligations of Client as set forth hereunder. **AFVi must receive the signed Agreement and purchase order in the amount specified in Billing Procedures below four weeks prior to confirming delivery dates, commencing work on the project and/or scheduling travel.**

Please direct all purchasing or contracting inquiries to:

Amanda Christian  
Account Executive  
Thomason & Associates, Inc.,  
dba Alternative Fuel Vehicle Institute (AFVi)  
7201 W. Lake Mead Blvd. STE 230  
Las Vegas, NV 89128  
Phone: 702-254-4180 ext. 104  
Email: [achristian@afvi.com](mailto:achristian@afvi.com)

#### **Client Accounting Contact (please fill in):**

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

#### **Billing Procedures**

A purchase order in the amount of \$21,625 is due upon execution of this Agreement by the Client and will be invoiced against upon receipt. Invoices may be paid by credit card, ACH payment or check. Training dates will not be confirmed until payment is received. Past due balances will be assessed interest at the rate of 1% per month. If Client wishes to increase the number of attendees after execution of this Agreement, a revised purchase order must accompany the request.

#### **Limitation of Liability**

Client hereby acknowledges that the purpose of the Courses is to equip Client's employees and other attendees with the tools to ensure vehicle fuel system and/or natural gas fueling station safety and integrity, and that AFVi, despite undertaking to provide such instruction, shall have no responsibility for any acts or omissions of Client, its employees, owners or agents, with respect to matters of vehicle fuel system and/or natural gas fueling station safety and integrity, or any other matter, except to the extent, by action or omission, AFVi or its employees are shown to have been negligent. Further, Client acknowledges that how the Client chooses to implement the techniques and principles discussed in the Courses, and any consequences associated with the same, shall be the sole responsibility of Client.

Accordingly, to the extent permissible by law, Client, on behalf of itself, its employees, officers, directors, owners, agents, successors and assigns does hereby release, waive and forever discharge AFVi from any and all liability, claims and demands of whatever kind or nature, either in law or in equity, which may arise in connection with the Courses and any associated manuals or information, and, to the extent permissible by law, Client hereby agrees to indemnify, hold harmless and defend AFVi against any lawsuits or claims associated with the same, whether brought by Client or other third party, except to the extent, by action or omission, AFVi or its employees are shown to have been negligent. Without limiting the generality of the foregoing, AFVi shall have no liability with respect to any equipment used at the seminar and not provided by AFVi, including, but without limitation, the Vehicles, except if AFVi causes personal injury or property damage while on LFUCG property. This shall not be deemed a waiver of sovereign immunity or any other third-party defense.

#### **No Legal Advice**

Client hereby acknowledges that nothing in these Courses or the presentation of the same by AFVi shall constitute legal advice on the part of AFVi. If the Client, its agents and employees desire legal advice, Client is advised to seek the advice of legal counsel of their choosing.

#### **Cancellation**

Once this Agreement is executed and the training date is confirmed, cancellations are prohibited. At that time AFVi will begin incurring expenses, including booking travel and trainer time, and preparing materials. In the event that Client is unable or unwilling to host these Courses, the retainer payment will not be refunded. Should Client request to reschedule, a reschedule fee will apply. An invoice for the reschedule fee will be issued to Client and will be due on receipt. Payment must be collected prior to confirming new dates.

AFVi reserves the right to cancel the Course due to travel restrictions, medical emergencies or other extenuating circumstances. In the unlikely event that a Course is cancelled, the training will be rescheduled on a mutually agreeable date.

#### **Miscellaneous**

This Agreement shall be exclusively governed by and construed under the laws of Commonwealth of Kentucky, without regard to its conflicts of principles. The venue of any lawsuit or other action based upon this Agreement shall be in Fayette County, Kentucky. If either party hereby commences or is made a party to a lawsuit, or other legal proceeding to enforce or interpret this Agreement, the prevailing party in such lawsuit or other legal proceeding shall be entitled to recover from the other party all attorney fees, costs and expenses incurred in connection with the same. Each party whose signature appears below represents that he or she has read all of the foregoing provisions, understands them, and is duly authorized to sign this Agreement.

This Agreement is the entire, final, complete, and fully integrated agreement between AFVi and Client and supersedes any other agreements or communications, whether written, oral, electronic or otherwise.

We look forward to delivering these Courses to the employees of Lexington Fayette Urban County Government. If these terms are acceptable and you would like to secure a training date, please have the appropriate person sign in the designated place at the bottom of this letter and return it with a purchase order in the amount of \$21,625 to the attention of Amand Christian, Account Executive (702-254-4180, [achristian@afvi.com](mailto:achristian@afvi.com)).

For AFVi:

  
Signature

Annalloyd Thomason

Vice President/General Manager

October 17, 2024

For Lexington Fayette Urban County Government:

  
Signature

  
Name (Print)

  
Title

  
Date





## LIMITED LICENSE AND NON-DISCLOSURE AGREEMENT

This Limited License and Non-Disclosure Agreement (this "Agreement") is entered into as of \_\_\_\_\_, 2024 by and among Thomason & Associates, Inc., dba Alternative Fuel Vehicle Institute ("AFVi"), and Lexington Fayette Urban County Government ("Client"), pursuant to that certain letter of agreement dated October 17, 2024 executed by AFVi and Client (the "Letter of Agreement"). Pursuant to such Letter of Agreement, AFVi has agreed to provide certain training to Client's employees and invitees ("Courses"), as more particularly described in the Letter of Agreement. In conducting such Courses, AFVi will provide to the individual persons registering for, or physically attending such Courses, as applicable (the "Participants"), certain information that is copyrighted and may be considered confidential. To ensure the protection of such information and in consideration of AFVi's agreement to provide said information, the parties agree as follows:

1. The confidential information to be disclosed by AFVi to Participants under this Agreement ("Confidential Information") includes AFVi copyrighted materials contained within a manual, a PowerPoint presentation, manual or other materials, and includes technical and business information relating to AFVi's proprietary ideas, patentable ideas, copyrights and/or trade secrets, existing and/or contemplated products and services, software, schematics, research and development, production, costs, profit and margin information, customers, clients, marketing and current or future business plans and models, regardless of whether such information is designated as "Confidential Information" at the time of its disclosure.
2. Subject to the terms and conditions of this Agreement, AFVi hereby grants during the Term of this Agreement, a limited, non-exclusive, revocable, non-transferable right and license to Client for the Participants to use the Confidential Information for internal non-commercial purposes not inconsistent with the restrictions on use stated herein. Client agrees the Confidential Information may not be used, directly or indirectly, to benefit any other person or entity other than Client.
3. Client acknowledges Client and their Participants are receiving copyrighted materials of AFVi and that the Confidential Information is provided for the Client's Participants' use only. Client agrees not to redistribute these materials to any other persons or organizations without first obtaining the express written consent of AFVi. Specifically, but without limiting the foregoing, Client agrees that Client shall not, without the prior express written consent of AFVi:
  - a. copy (physically or electronically), distribute, translate or disclose any Confidential Information to any non-Participants (whether an individual, organization or entity);
  - b. use or cause the use of the Confidential Information to develop training materials for Client or any affiliate of Client, or any other business, with or without the purpose of competing with AFVi and its Courses, whether presently existing or offered in the future;
  - c. use the Confidential Information or any excerpt therefrom in any publication, including but not limited to websites, social media, company brochures or other literature, however published; or
  - d. use or modify or alter the Confidential Information to develop, create or support any derivative materials or works, in any manner or medium whatsoever, whether used as a basis for Client's own written or electronic materials, or otherwise;
  - e. transfer, sell, rent, lease, distribute, or sublicense any Confidential Information to any non-Participants;
  - f. alter or remove any proprietary notices in the Confidential Information.

4. This Agreement imposes no obligation upon Client with respect to any Confidential Information (a) that was in Client's possession before receipt from AFVi; (b) is or becomes a matter of public knowledge through no fault of Client; or (c) is independently developed by Client. Client may disclose Confidential Information if such Confidential Information is legally compelled to be disclosed or required to be disclosed pursuant to law or regulation, *provided*, that to the extent permitted by law or the requesting entity, Client gives AFVi prompt notice of and a reasonable opportunity to challenge such required disclosure; and *provided, further*, that disclosure may be made only to the extent to which Client is legally required.

5. Non-solicitation. During the Agreement and for a period of twelve (12) months following its expiration or earlier, lawful termination, Client shall not solicit or approach in any way any of AFVi's employees or contract staff ("Restricted Persons") with a view to: (a) offering the Restricted Persons employment; or (b) soliciting services from the Restricted Persons on their own account; or (c) encouraging the Restricted Persons to provide their services to a third party rather than AFVi; or (d) offering to the Restricted Persons the opportunity to perform services similar to the services delivered pursuant to this Agreement. In the event of a breach of this clause resulting in any Restricted Persons leaving the employment of AFVi and commencing working for Client (as an employee or an independent contractor) then the Client shall pay to AFVi as liquidated damages (which both parties hereby agree shall be a genuine pre-estimate of loss and not a penalty) a sum equal to 50% of the gross salary for the preceding 12 months (including benefits) of each of the applicable Restricted Persons.

6. This Agreement shall not be construed as creating, conveying, transferring, granting or conferring upon Client any rights, license or authority in or to the information presented. All information presented and all worldwide intellectual property rights therein including copyrights, are wholly owned solely by AFVi, who shall retain all right, title and interest in and to all information presented. Furthermore and specifically, no license or conveyance of any intellectual property rights is granted or implied by this Agreement.

7. Term of the Agreement. The term of this Agreement will begin on the date the Letter of Agreement is signed, or the date any Confidential Information is provided to Client, whichever is earlier. This Agreement ends two years after the commencement date, except the provisions of sections 3, 6, 8, 9 and 10 which do not expire until AFVi's rights in those confidential or copyrighted materials expire. In the event of (a) a violation of this Agreement, (b) termination of this Agreement, or (c) notification by AFVi to Client that Client is believed to be in breach of this Agreement, Client agrees to destroy or return all Confidential Information to AFVi within 24 hours of demand for same, followed immediately by certification in writing that all physical copies have been destroyed or returned and that all electronic copies have been permanently deleted from every electronic device under Client's control. Termination will not affect any claim, liability or right arising prior to termination.

8. Client and AFVi further acknowledge and agree that the unauthorized disclosure of the Confidential Information may cause immediate and irreparable harm to AFVi that will not be compensable by damages alone if Client repudiates or breaches any of the provisions hereof or threatens or attempts to do so. As a result of the unique nature of the Confidential Information, in addition to and not in limitation of any other rights, remedies or damages available at law or in equity, Client acknowledges that AFVi shall be entitled to obtain a temporary, preliminary and permanent injunction in a court of competent jurisdiction to prevent or restrain any actual or threatened breach of this Agreement by Client or any person or entity acting in concert therewith. To the extent permissible by law, in connection with any application for injunctive relief, Client hereby waives the claim or defense that an adequate remedy exists at law and Client understands that Client shall be liable for all reasonable costs and expenses incurred by AFVi in enforcing the terms of this Agreement, including but not limited to attorneys' fees to the extent Client is found to have breached the terms of this Agreement. This shall not be deemed a waiver of sovereign immunity or any other third party defense.

9. Client acknowledges that the purpose of the Courses is to educate Participants regarding the safe operation, inspection, maintenance and repair of natural gas vehicles or compressed natural gas fueling stations, and that AFVi shall not have any responsibility for any acts or omissions of such attendees with respect to natural gas matters, whether such acts or omissions occur before the Courses or otherwise. Further, Client acknowledges that how the



Participants choose to implement the techniques and principles discussed at the Courses, and any consequences associated with the same, shall be at the Clients' sole risk. Accordingly, notwithstanding anything in this Agreement to the contrary, Client does hereby release, waive and forever discharge AFVi from any and all liability, claims and demands of whatever kind or nature, either in law or in equity, which may arise in connection with how the Participants implement the Course Material and any associated manuals or information, but excluding any third-party claims or threats of claims arising from AFVi's ownership or use of the Confidential Information or any other intellectual property of AFVi.

Specifically and without limiting the foregoing, in no event will AFVi be liable for any claim based upon a third-party claim, or any incidental, consequential, special, indirect, exemplary or punitive damages, whether arising in tort, contract, from a statute or otherwise, or for any damages arising out of or in connection with any malfunctions, delays, loss of data, lost profits, loss savings, interruption of service, loss of business or anticipatory profits, even if AFVi has been advised of the possibility of such damages. AFVi's aggregate and cumulative liability arising out of or relating to this agreement, regardless of the form of the cause of action, whether in contract, tort, statute or otherwise will be limited to direct damages and will not exceed one thousand dollars (\$1000.00), except if AFVi causes personal injury or property damage while on LFUCG property. The allocations of liability represent the agreed and bargained for understanding of the parties, and the compensation of AFVi for the services provided hereunder reflects such allocations.

10. Warranty Disclaimer. All materials are provided "as is" and without warranties or conditions of any kind including but not limited to implied warranties of merchantability and fitness for a particular purpose.

11. This Agreement and the aforementioned Letter of Agreement together state the entire agreement between the parties concerning the disclosure of Confidential Information and supersedes any prior agreements, understandings, or representations with respect thereto; provided, however, that in the event of any inconsistency between this Agreement and the Letter of Agreement, the terms of this Agreement shall control. Any addition or modification to this Agreement must be made in writing and signed by both parties.

12. General. Neither party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld, and any such assignment in violation of this section shall be void. No waiver of rights by either party may be implied from any actions or failures to enforce rights under this Agreement. Unless otherwise specifically stated, the terms of this Agreement are intended to be and are solely for the benefit of AFVi and Client and do not create any right in favor of any third-party. This Agreement will be governed by the laws of the State of Nevada, without reference to the principles of conflicts of Law. The parties acknowledge and agree that this Agreement relates solely to the performance of services (not to the sale of goods) and, accordingly, will not be governed by the Uniform Commercial Code of any State having jurisdiction. If any of the provisions of this Agreement are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole. It is the intention of the parties that this Agreement is binding on their principles, successors, agents, assigns and representatives. The parties represent and warrant that they have all necessary rights and authority to enter into this Agreement.

**WHEREFORE**, Client acknowledges that Client has read and understands this Agreement and voluntarily accepts the duties and obligations set forth herein.

**ALTERNATIVE FUEL VEHICLE INSTITUTE**

By: Annaloyd Thomason  
Name: Annaloyd Thomason  
Title: VP/ GM  
Date: 10/17/2024

**LEXINGTON FAYETTE URBAN COUNTY**

**GOVERNMENT**  
Signature: Linda Gorton  
Print Name: Linda Gorton  
Title: Mayor  
Date: 10/18/2024