

**Memorandum of Agreement  
Between**

**The Kentucky Horse Park**

**AND**

**Lexington-Fayette Urban County Government**

**Terms and Conditions**

**THIS AGREEMENT** is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2016, between the **KENTUCKY HORSE PARK**, an agency of the Commonwealth of Kentucky, and the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government pursuant to the authority of Kentucky Revised Statutes Chapter 67A ("LFUCG").

WHEREAS, the Kentucky Horse Park has agreed to pay for the installation of an ultrasonic flow meter on its premises, to be installed and maintained by the Lexington-Fayette Urban County Government, by and through its Division of Water Quality ("LFUCG"), for the purpose of more accurately metering and calculating costs for sewage treatment at the Kentucky Horse Park; and

WHEREAS, the Lexington-Fayette Urban County Government, by and through its Division of Water Quality, has agreed to install and maintain an ultrasonic flow meter, for the purpose of more accurately metering and calculating costs for sewage treatment at the Kentucky Horse Park.

NOW, THEREFORE, in consideration of the mutual promises and in consideration of the mutual undertakings and obligations herein set forth, the parties agree to the following terms and conditions:

1. **Scope of Services:** At the request of the Kentucky Horse Park, and in consideration of the Kentucky Horse Park's payment of the installation costs, the Lexington-Fayette Urban County Government, by and through its Division of Water Quality, shall install and maintain an ultrasonic flow meter at the Kentucky Horse Park.
2. **Pricing:** Pricing for the installation shall not exceed \$11,000 and the Kentucky Horse Park shall pay such costs.
3. **Meter Specifications:** The specifications of the ultrasonic flow meter are as follows. The **Enduro Flow Series Wall-Mount Ultrasonic Flowmeter** offered by **Spire Metering Technology** will be used. The optional SD data logger (2 GB

memory) shall be utilized as a backup in case there is an issue with the data transmission to the Supervisory Control and Data Acquisition point (SCADA). The SD card can be used for data recovery and manual upload to SCADA. This meter is a clamp-on ultrasonic flow meter designed specifically for municipal and industrial sectors. The meter calculates flow by the transit time difference method and is more accurate than Doppler-type meters. The manufacturer information for the **Enduro** meter is stated as +/- 1%. Installation and operation does not require interruption of the pump station flow or penetration of the force main pipe. Two transmitter/receiver sensors clamp-on (typically with circumferential straps) to the discharge force main. A wall-mounted unit shall be located in the pump station building (above ground). The wall unit allows the user to see the flow display and where the SD card port is. Electric wires connect the pipe sensors/transducers to the wall-mount unit, so conduit will need to be run between the two. The meter operates off of either DC or AC power.

Because the force main needs to be flowing full, the meter shall be located near the pump station. To get good accuracy, the meter will not be located immediately downstream from valves or bends (turbulent flow conditions). The local vendor of the **Enduro** meter shall assist in picking a good location based on the pump station configuration. In general, in order to achieve good accuracy a 15D straight pipe run (10D upstream and 5D downstream), where D is the pipe diameter, should be used. Also, the two sensors/transducers shall be on the side of the pipe (not top and bottom) if the force main pipe is horizontal.

The Kentucky Horse Park will integrate with Automated Logic and pull interval data from the flowmeter to monitor usage and flow—but not for billing purposes. LFUCG shall maintain the flow meter and shall own the equipment.

4. **Cancellation:** Either party may cancel the contract at any time for cause or may cancel without cause on 30 days' written notice.
5. **Funding Out Provision:** The state agency may terminate this contract if funds are not appropriated to the contracting agency or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the contract. The state agency shall provide written notice of termination of the contract to LFUCG at least thirty (30) calendar days prior to cancellation.
6. **Access to Records:** The state agency certifies that it is in compliance with the provisions of KRS 45A.695 ("Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract"). The contractor, as defined in KRS 45A.030(9) agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative

Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided in KRS 61.878(1)(c). The contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884.

7. **Effective Date:** All Memorandum of Agreements are not effective until the secretary of the Finance and Administration Cabinet or his authorized designee has approved the contract and until the contract has been submitted to the government contract review committee. However, Memoranda of Agreements \$50,000 or less are exempt from review by the committee and need only be filed with the committee within 30 days of their effective date for informational purposes only as provided under KRS 45A.700.

Pursuant to KRS 45A.695(7), payments on personal service contracts and memoranda of agreements shall not be authorized for services rendered after government contract review committee disapproval, unless the decision of the committee is overridden by the secretary of the Finance and Administration cabinet or agency head, if the agency has been granted delegation authority by the secretary.

8. **Discrimination:** Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. **This section applies only to contracts utilizing federal funds, in whole or in part.** During the performance of this contract, LFUCG agrees as follows:

1. LFUCG will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity or age. LFUCG further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. LFUCG agrees to provide, upon request, needed reasonable accommodations. LFUCG will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. LFUCG

agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.




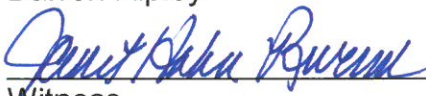
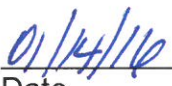
2. LFUCG will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.
3. LFUCG 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 advising the said labor union or workers' representative 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. LFUCG 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.
4. LFUCG will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.
5. LFUCG will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the 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.
6. In the event of LFUCG's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, 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 No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.
7. LFUCG will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 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 No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. LFUCG 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 agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**Approvals:**

This contract is subject to the terms and conditions as stated. By affixing signatures below, the parties agree that electronic approvals may serve as electronic signatures. In addition, the parties verify that they are authorized to bind this agreement between parties and that they accept the terms of the agreement.

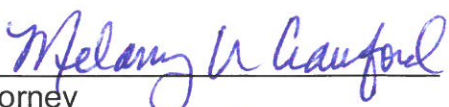
**Kentucky Horse Park:**

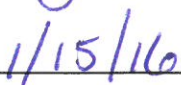
 _____ Jamie Link	 _____ Darren Ripley	 _____ Executive Director	_____ Title
 _____ Witness		 _____ 01/14/16	_____ Date

**LFUCG:**

_____ Hon. Jim Gray	_____ Title
_____ Witness	_____ Date

**Approved as to form and legality:**

  
\_\_\_\_\_  
Attorney

DATE:   
\_\_\_\_\_  
1/15/16