

# Lexington-Fayette Urban County Government

200 E. Main St  
Lexington, KY 40507



## Docket

Tuesday, June 24, 2025

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 [0633-25](#) Table of Motions: Council Work Session, June 10, 2025

*Attachments:* [TOM 061025](#)

**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****X. Continuing Business/ Presentations**

- a [0627-25](#) A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Agreements related to Council Capital Project Expenditure Funds with LFUCG Div. of Parks and Recreation (\$675), and St. Martin's Village Neighborhood Association, Inc. (\$1,950), for the Office of the Urban County Council, at a cost not to exceed the sum stated. [Council Office, Hall]

*Attachments:* [Capital List 6.24.25](#)

[Reso 0627-25 Council Capital \(6-24-25\) 4928-7657-7103 v.1.docx](#)

[R-336-2025](#)

[Contract #206-2025 - St. Martin's Village Neighborhood Association](#)

- b [0634-25](#) Summary: Budget, Finance, and Economic Development Committee, March 18, 2025

*Attachments:* [3-18-25 Meeting Summary](#)

- c [0635-25](#) Presentation: American Jail Manager Certification Association

- d [0636-25](#) Presentation: Community Paramedicine Recognition

e      [0637-25](#)      Presentation: Moosnick Service Award Recognition

**XI. Council Reports**

**XII. Public Comment - Issues Not on Agenda**

**XIII. Adjournment**

**Administrative Synopsis - New Business Items**

- a        **0567-25**        A Resolution authorizing the Div. of Police to purchase iVe Forensic Vehicle System from Berla Corporation, a sole source provider, and authorizing the Mayor, on behalf of the Urban County Government, to execute any necessary Agreement with Berla Corporation, related to the procurement at a cost not to exceed \$3,791. [Div. of Police, Weathers]
- Attachments:**    [Cover Memo - Berla Corporation – iVe Forensic Vehicle System and Sole Source Certification.pdf](#)  
[Berla Corporation - Quote #25-R01-0313.pdf](#)  
[Berla Corporation - Sole Source Certification .pdf](#)  
[567-25 berla 4937-4905-6590 v.1.docx](#)  
[R-308-2025](#)
- b        **0580-25**        A Resolution authorizing the Div. of Police to purchase DVR Examiner and AXIOM Essentials from Magnet Forensics, LLC., a sole source provider, and authorizing the Mayor, on behalf of the Urban County Government, to execute any necessary Agreement with Magnet Forensics, LLC., related to the procurement at a cost not to exceed \$19,110. [Div. of Police, Weathers]
- Attachments:**    [Cover Memo - Magnet Forensics LLC - DVR Examiner and AXIOM Essentials Quotation # 361910.pdf](#)  
[Magnet Forensics - Quotation # 361910.pdf](#)  
[Magnet Forensics - Axiom 2026 SOLE SOURCE CERTIFICATION.pdf](#)  
[Magnet Forensics - DVR Examiner 2026 SOLE SOURCE CERTIFICATION.pdf](#)  
[580-25 magnet forensics 4928-7087-4190 v.1.docx](#)  
[R-309-2025](#)
- c        **0581-25**        Declaration of official intent with respect to reimbursement of temporary advances made for capital expenditures to be made from subsequent borrowings, with respect to various Capital Improvement Projects of the Lexington-Fayette Urban County Government. [Dept. of Finance, Hensley]
- Attachments:**    [Memo FY26 GO Reimbursement Resolution](#)  
[Reimbursement Resolution \(Capital Budget\) - LFUCG - 2025\(61545214.1\)](#)  
[R-310-2025](#)
- d        **0582-25**        A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Purchase of Service Agreement (PSA) with Jubilee Jobs of Lexington, Inc., pursuant to RFP #35-2024, to assist with the WORK-Lexington Program, at a cost not to exceed the sum of \$62,718.42. [Mayor's Office, Glasscock]

**Attachments:** [Blue Sheet Jubilee Jobs FY2026](#)  
[PSA FY2026 Jubilee Jobs Signed](#)  
[PSA Jubilee Jobs Exhibit D](#)  
[PSA Jubilee Jobs Exhibit E](#)  
[RESO 0582-25 FY26 EDP PSA Jubilee Jobs 4904-3431-3551 v.1.docx](#)  
[R-311-2025](#)  
[187-2025 - 311-2025 - CONTRACT - 2025 - CLK - Contracts - 7-2-2025](#)

- e**      **0583-25**      A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Purchase of Service Agreement with the Hope Center, Inc., for the Fayette County Detention Center Recovery Program to provide daily recovery services to the inmates of the Fayette County Detention Center, effective July 1, 2025, through June 30, 2026, at an estimated cost not to exceed \$228,000, for FY2026. [Div. of Community Corrections, Colvin]

**Attachments:** [HOPE CTR memo FY26](#)  
[HOPE CTR FY26 agreement \(unsigned\)](#)  
[RESO 0583-25 4912-0274-3631 v.1.doc](#)  
[R-303-2025](#)  
[189-2025 - 303-2025 - CONTRACT - 2025 - CLK - Contracts - 7-1-2025](#)

- f**      **0584-25**      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, Glasscock]

**Attachments:** [Blue Sheet Commerce Lexington FY2026](#)  
[PSA Commerce Lexington FY2026 Exhibit D](#)  
[PSA FY2026 Commerce Lexington Signed](#)  
[PSA Commerce Lexington FY2026 Exhibit E](#)  
[RESO 0584-25 FY 26 EDP PSA Commerce Lex 4896-6262-7151 v.1.docx](#)  
[R-312-2025](#)  
[186-2025 - 312-2025 - CONTRACT - 2025 - CLK - Contracts - 7-2-2025](#)

- g**      **0585-25**      A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Purchase of Service Agreement (PSA) with Community Ventures Corporation, pursuant to RFP #35-2024, to assist with small business owner connections and networking, entrepreneurial development/start-up assistance, minority owned business development, and women owned business development, at a cost not to exceed the sum of \$63,220.17. [Mayor's Office,

Glasscock]

**Attachments:** [Blue Sheet Community Ventures Corporation FY2026](#)  
[PSA FY2026 Community Ventures Signed](#)  
[PSA Community Ventures Exhibit D](#)  
[PSA Community Ventures Exhibit E](#)  
[RESO 0585-25 FY26 EDP PSA Comm. Ventures Corp. 4922-9658-4527 v.1.c](#)  
[R-313-2025](#)  
[188-2025 - 313-2025 - CONTRACT - 2025 - CLK - Contracts - 7-2-2025](#)

- h**      **0588-25**      A Resolution approving the granting of an inducement to Bespoken Spirits, Inc., or its successor or affiliate, pursuant to the Ky. Business Investment Act (KRS Subchapter 154.32), whereby the Lexington-Fayette Urban County Government agrees to rebate annually one percent (1%) of the Company's occupational license fees for a term of no longer than ten (10) years from the activation date, subject to the limitations contained in the Act and any Agreement with the Ky. Economic Development Finance Authority or the Urban County Government related to the project, and taking other related action. [Mayor's Office, Atkins]

**Attachments:** [Bespoken KBI Blue Sheet June 2025](#)  
[RESO 588-25- Bespoken KBI 4918-9630-0112 v.1.docx](#)  
[R-314-2025](#)

- i**      **0589-25**      A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 2 to the Agreement with Strand Associates Inc., for engineering services for the Town Branch Park Access Improvements Project, increasing the Contract price by the sum of \$50,000, from \$150,000 to \$200,000. [Div. of Engineering, Burton]

**Attachments:** [TB Park Access Improvement Contract Mod #2 Memo.docx](#)  
[TB Park Access - Contract Modification #2 - Bluesheet Ready.pdf](#)  
[589-25 strand 4926-3861-5886 v.1.docx](#)  
[R-315-2025](#)  
[001-2024 - 028-2024 - CONTRACT - 2025 - CLK - Contracts - 7-10-2025](#)

- j**      **0593-25**      A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement with Friends of Waverly Park with the Friends of the Parks in Fayette Co., Inc. as Fiscal Agent, to fund a Public Art Project, with funds from the Percent for Art Fund, through the Public Art Commission's Collaborative Grant Program, in an amount not to exceed \$30,020. [Mayor's Office, Lyons]

**Attachments:** [Waverly Park council memo](#)  
[Final - Waverly Park Draft of Contract .1 . 4917-1476-9737](#)  
[Final - Signed and notarized Waverly Park contract](#)  
[RESO 0593-25 - Waverly Park Art Project 4933-9015-8416 v.1.docx](#)  
[R-304-2025](#)  
[183-2025 - 304-2025 - CONTRACT - 2025 - CLK - Contracts - 6-7-2025](#)  
[Contract #183-2025 -Friends of the Parks](#)

- k**      **0594-25**      A Resolution authorizing and directing the Mayor on behalf of the Urban County Government, to execute a first Amendment to the Pinnacle Homeowners Association Neighborhood Action Match Agreement to extend the period of performance to December 31, 2025, at no additional expense to the Urban County Government. [Div. of Grants and Special Programs, Reynolds]

**Attachments:** [25-Blue Sheet Memo Pinnacle HOA Extension](#)  
[NAMP Amendment No. 1 - Pinnalce HOA - Unsigned- WDR FINAL](#)  
[Resolution 546-2023](#)  
[RESO 0594-25 4912-9220-0527 v.1.docx](#)  
[R-316-2025](#)  
[Contract #204-2025](#)

- l**      **0596-25**      A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute and submit a Grant Application to the Ky. Justice and Public Safety Cabinet, to provide any additional information requested in connection with this Grant Application, and to accept this Grant if awarded, which Grant funds are in the amount of \$40,000 for the continuation of the Street Sales Drug Enforcement Project for FY 2026, the acceptance of which obligates the Urban County Government to the expenditure of \$13,334 as a local match, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Police, Weathers]

**Attachments:** [25-Blue Sheet Memo - LPD Street Sales](#)  
[FY2026 Budget Amendment - ST SALES 2026](#)  
[2025 Edward Byrne Memorial Justice Assistance Grant](#)  
[596-25 ky justice grant 4923-5032-7630 v.1.docx](#)  
[R-317-2025](#)

- m**      **0598-25**      A Resolution authorizing and directing the Mayor on behalf of the Urban County Government, to execute a third amendment to the Garden Meadows Homeowners Association Neighborhood Action Match Agreement to extend the period of performance to December 31, 2025, at no additional expense to the Urban County

Government. [Div. of Grants and Special Programs, Reynolds]

**Attachments:** [25-Blue Sheet Memo Garden Meadows HOA Extension #3](#)  
[NAMP Amendment No. 3 - Garden Meadows HOA - Unsigned- WDR FINAL](#)  
[RESO 0598-25 4914-5839-9823 v.1.docx](#)  
[R-318-2025](#)  
[Contract #178-2025](#)

- n        **0599-25**        A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to accept an award for the Police Training Incentive Grant in an amount up to \$4,388,118 for FY 2026 from the Ky. Justice and Public Safety Cabinet under the Ky. Law Enforcement Foundation Program Fund to provide eligible Police Officers with supplemental pay for participation in training programs and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Police, Weathers]
- Attachments:** [25-Blue Sheet Memo - Police Train](#)  
[FY2026 Budget Amendment POL TRAIN 2026](#)  
[FY26 KLEFPF Rates](#)  
[599-25 police training grant 4938-2324-5902 v.1.docx](#)  
[R-319-2025](#)
- o        **0600-25**        A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to accept an award for the Fire Training Incentive Grant in an amount up to \$4,347,043 for FY 2026 from the Commission on Fire Protection, Personnel, Standards, and Education to provide eligible Firefighters with supplemental pay for participation in training programs and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Fire and Emergency Services, Wells]
- Attachments:** [25-Blue Sheet Memo - Fire Train](#)  
[FY2026 Budget Amendment FIRE TRAIN 2026](#)  
[FY26 KLEFPF Rates](#)  
[600-25 fire training grant 4935-4662-0750 v.1.docx](#)  
[R-320-2025](#)
- p        **0602-25**        A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Purchase of Service Agreement (PSA) with CASA of Lexington, Inc., for child advocacy services in Fayette County at a cost not to exceed the sum of \$278,000. [Dept. of Social Services, Maynard]



**Attachments:** [0602-25 Bluesheet Memo CASA of Lexington PSA FY26](#)  
[CASA PSA Final w Exhibits](#)  
[RESO 0602-25 FY26 CASA PSA 4912-1711-5472 v.1.docx](#)  
[R-321-2025](#)  
[191-2025 - 321-2025 - CONTRACT - 2025 - CLK - Contracts - 7-2-2025](#)

- q**      **0610-25**      A Resolution authorizing and directing the Mayor, on behalf of the Lexington-Fayette Urban County Government, to execute an Agreement with the Ky. Transportation Cabinet (KYTC) for the acceptance of Federal funds, which Grant funds are in the amount of \$480,000 for the Intelligent Transportation System/Congestion Management System (ITS/CMS) Traffic Improvements Project for FY2026, the acceptance of which obligates the Urban County Government to the expenditure of \$120,000 as a local match, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Traffic Engineering, Neal]

**Attachments:** [25-Blue Sheet Memo ITS CMS FY26](#)  
[FY2026 Budget Amendment - ITS CMS 2026](#)  
[LFUCG- ITS CMS Agreement FY 2026 - Unsigned](#)  
[0610-25 RESO \(ITSCMS\) Traffic Improvements Project 4931-1657-1470 v.1.c](#)  
[R-322-2025](#)  
[199-2025 - 322-2025 - CONTRACT - 2025 - CLK - Contracts - 7-8-2025](#)

- r**      **0611-25**      A Resolution authorizing the Mayor or the Chief Information Officer, on behalf of the Lexington-Fayette Urban County Government to execute the necessary documents for the Urban County Government to procure software and related services under the same terms and conditions as Contract #060624-KON, a Contract between Sourcewell and Konica Minolta Business Solutions U.S.A, Inc., including the Statement of Work related to the digitization of Net Profits filings for the Div. of Revenue (cost estimated not to exceed \$91,500), which is attached hereto and incorporated herein by reference, and any future statements of work related to the procurement of software and service solutions for various Depts. and Divs. of the Urban County Government, as further determined to be necessary, cost effective and feasible by the Chief Information Officer and the Div. of Procurement, all subject to the appropriation of sufficient funds. [Dept. of Information Technology, Rodgers]

**Attachments:** [Bluesheet Memo KonicaManoltaSourcewellContractRenewal \(2025-6-11\) LFUCG - DOR Tax Document Portal SOW Final Konica Contract 060624](#)  
[RESO 0611-25 Konica Minolta USA 4916-9589-0766 v.1.docx](#)  
[R-323-2025](#)

- s**      **0612-25**      A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to accept a Grant from the Ky. Energy and Environment Cabinet, Dept. of Environmental Protection, Div. of Waste Management, which Grant funds are in the amount of \$4,000 in Commonwealth of Ky. funds for Fiscal Year 2026 for the disposal and recycling of waste tires, the acceptance of which does not obligate the Urban County Government to the expenditure of funds, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Waste Management, Baldon]

**Attachments:** [25-Blue Sheet Memo Waste Tire](#)  
[FY26 Budget Amendment - WSTE TIRE 2026](#)  
[Re - FY26 Waste Tire ACH](#)  
[RESO 0612-25 4916-8181-1791 v.1.docx](#)  
[R-324-2025](#)

- t**      **0613-25**      A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Supplemental Agreement No. 4 and accept additional federal funding in the amount of \$73,600 from the Ky. Transportation Cabinet for the Right of Way Phase of the West Loudon Avenue Streetscape Project, the acceptance of which obligates the Urban County Government to the expenditure of \$18,400 as a local match, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Engineering, Burton]

**Attachments:** [25-Blue Sheet Memo W Loudon Streetscape SA No. 4](#)  
[07\\_03203 West Loudon Supplemental Agreement 4 - ROW Funds](#)  
[BA 13801](#)  
[West Loudon Streetscape - Site Map](#)  
[613-25 ky trans cabinet 4930-4585-6334 v.1.docx](#)  
[R-325-2025](#)  
[197-2025 - 325-2025 - CONTRACT - 2025 - CLK - Contracts - 7-8-2025](#)

- u**      **0614-25**      A Resolution designating the speed limit on Dogwood Trace Blvd., from Agape Dr. eastward to the end of the street, as 25 miles per hour and authorizing and directing the Div. of Traffic Engineering to install proper and appropriate signs in accordance with the designation. [Div. of Traffic Engineering, Neal]

**Attachments:** [Blue Sheet Memo Dogwood Trace Speed Limit.pdf](#)  
[Dogwood Trace Speed Limit Study.pdf](#)  
[RESO 0614-25 Dogwood Trace Blvd Speed Limit 4914-5239-8158 v.1.docx](#)  
[R-326-2025](#)

- v**      **0615-25**      A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement with the Fayette Fiscal Court, accepting and establishing funding for Fiscal Year 2026 County Road Aid Projects in the Rural Service Area. [Div. of Engineering, Burton]

**Attachments:** [County Agreement FY-26-Bluesheet Memo 250Lex project list.pdf](#)  
[FY-26 Agreement - Signed.pdf](#)  
[RESO 615-25 County Road Aid Funding for FY2026 4917-3044-1551 v.1.doc](#)  
[R-327-2025](#)  
[185-2025 - 327-2025 - CONTRACT - 2025 - CLK - Contracts - 7-2-2025](#)

- w**      **0616-25**      A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement with the University of Ky., on behalf of the Singletary Center for the Arts, and any other documents necessary, for the lease of rehearsal space, performance space, and technical requirements related to a community concert to be held as part of the 250Lex Celebration, at a cost estimated not to exceed \$16,000. [Mayor's Office, Lyons]

**Attachments:** [REVISED Singletary Bluesheet Memo JUNE 18 2025](#)  
[Final Singletary Center Contract - signed by SCFO](#)  
[RESO 616-25 Agreement with Singletary Center for the Arts re 250Lex Concc](#)  
[R-328-2025](#)  
[181-2025 - 328-2025 - CONTRACT - 2025 - CLK - Contracts - 6-28-2025](#)

- x**      **0617-25**      A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute certificates of consideration and other necessary documents, and to accept deeds from owners of record, for property interests needed for the West Loudon Ave. Streetscape Project, at a cost not to exceed \$32,000. [Div. of Engineering, Burton]

**Attachments:** [25-Blue Sheet Memo W Loudon Streetscape Easements](#)  
[West Loudon Streetscape TC 62-203 ROW Cost Estimate](#)  
[West Loudon Streetscape - Site Map](#)  
[RESO 0617-25- Property interests for West Loudon Streetscape 4935-6202-7](#)  
[RESO 0617-25- Property interests for West Loudon Streetscape 4935-6202-7](#)  
[R-329-2025](#)

- y**      **0618-25**      A Resolution authorizing and directing the Mayor, on behalf of the

Urban County Government, to execute Contract Modification No. 1 to the Engineering Services Agreement with Palmer Engineering, Inc., for additional engineering services related to the West Loudon Ave. Streetscape Project, for the Div. of Engineering, increasing the Contract by the sum of \$60,000, from \$96,600 to \$156,600. [Div. of Engineering, Burton]

**Attachments:** [25-Blue Sheet Memo W Loudon Streetscape CM NO. 1](#)  
[Loudon Avenue Streetscape Contract Mod 1](#)  
[West Loudon Streetscape - Site Map](#)  
[RESO 618-25- Contract Mod 1 Loudon Avenue Streetscape Project 4926-416 R-330-2025](#)  
[230-2016 - 525-2016 - CONTRACT - 2025 - CLK - Contracts - 7-2-2025](#)

- z**      **0619-25**      A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute and submit a Grant Application to the Ky. Justice and Public Safety Cabinet and to provide any additional information requested in connection with this Grant Application, and to accept this Grant if the application is approved, which Grant funds are in the amount of \$100,000 in Federal funds under the Victim Assistance Formula Grant funded by the Victims of Crime Act (VOCA), the acceptance of which obligates the Urban County Government to an expenditure of \$57,644 as a local match, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Dept. of Social Services, Theakston]

**Attachments:** [25 - Blue Sheet Memo VOCA SS](#)  
[FY2026 Budget Amendment - VOCA SS 2026](#)  
[RESO 0619-25 4907-8921-1471 v.1.docx](#)  
[R-331-2025](#)  
[Contract #240-2025](#)

- aa**      **0622-25**      A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement with the Ky. Transportation Cabinet (KYTC), delegating responsibility for operation and maintenance costs for traffic signals and electrical traffic control devices on the State Primary Road System in Fayette County, which shall be reimbursed by KYTC up to \$426,000. [Div. of Traffic Engineering, Neal]

**Attachments:** [Bluersheet Memo KYTC Signal Maint FY26.pdf](#)  
[LFUCG - Signal Maintenance.pdf](#)  
[0622-25 tansportation.signals 4917-1364-0526 v.1.docx](#)  
[R-332-2025](#)

- bb**      **0623-25**      A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a two-year Purchase of Service Agreement with additional renewal options (awarded pursuant to RFP No. 15-2025) with Jubilee Jobs of Lexington, Inc., for the WORK-Lexington Second Chance Academy, at a cost not to exceed \$200,000 (\$100,000 in FY 2026), with future fiscal years contingent upon the appropriation of sufficient funds. [Mayor's Office, Glasscock]
- Attachments:*    [Blue sheet PSA FY 26 27](#)  
[PSA WORK - Second Chance Academy](#)  
[RESO 0623-25 Second Chance Academy PSA 4927-7864-2512 v.1.docx](#)  
[R-333-2025](#)  
[184-2025 - 333-2025 - CONTRACT - 2025 - CLK - Contracts - 7-2-2025](#)
- cc**      **0625-25**      A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Purchase of Service Agreement with LexArts, Inc., for various services relating to providing support to the arts community and community at-large, at a cost not to exceed \$400,000. [Office of Chief Administrative Officer, Hamilton]
- Attachments:*    [Bluesheet Memo LexArts](#)  
[LexArts PSA FY 2026 \(Final2\)](#)  
[RESO 0625-25 LexArts PSA 4912-3854-7024 v.1.docx](#)  
[R-334-2025](#)  
[182-2025 - 334-2025 - CONTRACT - 2025 - CLK - Contracts - 7-2-2025](#)
- dd**      **0626-25**      A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Purchase of Service Agreement with the Lexington History Museum, Inc., for the management and operation of a history museum, at a cost not to exceed the sum of \$261,300 in FY 2026. [Office of Chief Administrative Officer, Hamilton]
- Attachments:*    [FY 26 Bluesheet Memo LexHistory - Final](#)  
[FY 26 History Museum PSA \(Final\)](#)  
[RESO 0626-25 Lex History Museum PSA 4924-4650-6576 v.1.docx](#)  
[R-335-2025](#)  
[190-2025 - 335-2025 - CONTRACT - 2025 - CLK - Contracts - 6-18-2025](#)



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0633-25**

**File ID:** 0633-25

**Type:** Summary

**Status:** Approved

**Version:** 1

**Contract #:**

**In Control:** Urban County Council

**File Created:** 06/19/2025

**File Name:** Table of Motions: Council Work Session, June 10, 2025

**Final Action:** 06/24/2025

**Title:** Table of Motions: Council Work Session, June 10, 2025

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** TOM 061025

**Enactment Number:**

**Deed #:**

**Hearing Date:**

**Drafter:**

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	06/24/2025	Approved				Pass

### Text of Legislative File 0633-25

Title

Table of Motions: Council Work Session, June 10, 2025

**URBAN COUNTY COUNCIL  
WORK SESSION  
TABLE OF MOTIONS  
June 10, 2025**

Mayor Gorton called the meeting to order at 3:00 p.m. Council Members Wu, Ellinger II, Morton, Lynch, LeGris, Curtis, Sheehan, Gray, Hale, Beasley, Baxter, Sevigny, Reynolds, and Boone were present. Council Member Brown was absent.

I. Public Comment – Issues on Agenda

II. Requested Rezonings/Docket Approval

Motion by Ellinger II to approve the June 12, 2025, Council Meeting Docket. Seconded by Reynolds. Motion passed without dissent.

III. Approval of Summary

Motion by Wu to approve the June 3, 2025, Work Session Summary. Seconded by Baxter. Motion passed without dissent.

IV. Budget Amendments

Motion by Baxter to approve Budget Amendments. Seconded by Curtis. Motion passed without dissent.

V. Budget Adjustments – For Information Only

VI. New Business

Motion by Baxter to approve New Business. Seconded by Gray. Motion passed without dissent.

VII. Communications from the Mayor- Appointments

Motion by Wu to approve Communications from the Mayor – Appointments. Seconded by Curtis. Motion passed without dissent.

VIII. Communications from the Mayor- Donations

Motion by Baxter to approve Communications from the Mayor – Donations. Seconded by Gray. Motion passed without dissent.

IX. Communications from the Mayor- Procurements

Motion by Wu to approve Communications from the Mayor – Procurements. Seconded by Baxter. Motion passed without dissent.

X. Continuing Business/Presentations

Motion by Wu to approve Council Capital Projects. Seconded by Reynolds. Motion passed without dissent.

LeGris provided a summary of the May 13, 2025, Environmental Quality and Public Works Committee.

Motion by LeGris to place on the docket for first reading at the June 12, 2025, Council Meeting an ordinance, effective July 1, 2025, amending certain sections of Chapter 16 of the Lexington-Fayette Urban County Code of Ordinances related to dumpster service standards as presented at today's EQPW committee meeting and as set forth in the committee packet. Seconded by Morton. Motion passed without dissent.

Motion by LeGris to approve the updates to the Engineering manuals as presented at today's EQPW committee meeting and as set forth in the committee packet, in order to comply with HB443, which requires that objective standards be applied ministerially, all effective July 1, 2025. Seconded by Wu. Motion passed without dissent.

Motion by LeGris to place on the docket for the June 12, 2025, Council Meeting under Resolutions-First Reading, a Resolution ratifying and approving the Fiscal Year 2026 budget of the Downtown Lexington Management District. Seconded by Reynolds. Motion passed without dissent.

XI. Council Reports

XII. Public Comment – Issues Not on Agenda

XIII. Adjournment

Motion by Sevigny to adjourn at 4:15 p.m. Seconded by Curtis. Motion passed without dissent.





# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0627-25**

**File ID:** 0627-25

**Type:** Resolution

**Status:** Approved

**Version:** 1

**Contract #:** 206-2025

**In Control:** Urban County Council

**File Created:** 06/17/2025

**File Name:** Capital List 6/24/25

**Final Action:** 07/01/2025

**Title:** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Agreements related to Council Capital Project Expenditure Funds with LFUCG Div. of Parks and Recreation (\$675), and St. Martin's Village Neighborhood Association, Inc. (\$1,950), for the Office of the Urban County Council, at a cost not to exceed the sum stated. [Council Office, Hall]

**Notes:** St. Martin's Village SAF in the CCO. 7/15/2025. MS

**Sponsors:**

**Enactment Date:** 07/01/2025

**Attachments:** Capital List 6.24.25, Reso 0627-25 Council Capital (6-24-25) 4928-7657-7103 v.1.docx, R-336-2025, Contract #206-2025 - St. Martin's Village Neighborhood Association

**Enactment Number:** R-336-2025

**Deed #:**

**Hearing Date:**

**Drafter:**

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	06/24/2025	Approved and Referred to Docket	Urban County Council	06/26/2025		Pass
1	Urban County Council	06/26/2025	Received First Reading	Urban County Council	07/01/2025		
1	Urban County Council	07/01/2025	Approved				Pass

### Text of Legislative File 0627-25

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Agreements related to Council Capital Project Expenditure Funds with LFUCG Div. of Parks and Recreation (\$675), and St. Martin's Village Neighborhood Association, Inc. (\$1,950), for the Office of the Urban County Council, at a cost not to exceed the sum stated. [Council Office, Hall]

..Summary

**Organization:**

LFUCG - Parks and Recreation  
Michelle Kosieniak  
1105-121001-0001-71102

**Purpose:**

For the adjusted balance of the memorial stone markers and trees

**Amount:**

\$ 675.00

**Organization:**

St. Martin's Village Neighborhood Association, Inc.  
Michelle Davis  
1105-121001-0001-71102

**Purpose:**

For completion of the neighborhood entry project with Bean Stone

**Amount:**

\$ 1,950.00

**Council Capital Projects  
June 24, 2025  
Work Session**

<b>Amount</b>	<b>Recipient</b>	<b>Purpose</b>
<b>\$ 675.00</b>	LFUCG - Parks and Recreation Michelle Kosieniak 1105-303301-0001-71299	For the adjusted balance of the memorial stone markers and trees
<b>\$ 1,950.00</b>	St. Martin's Village Neighborhood Association, Inc. Michelle Davis 1105-121001-0001-71102	For completion of the neighborhood entry project with Bean Stone

RESOLUTION NO. \_\_\_\_\_ - 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AGREEMENTS RELATED TO COUNCIL CAPITAL PROJECT EXPENDITURE FUNDS WITH LFUCG DIVISION OF PARKS AND RECREATION (\$675.00), AND ST. MARTIN'S VILLAGE NEIGHBORHOOD ASSOCIATION, INC. (\$1,950.00), FOR THE OFFICE OF THE URBAN COUNTY COUNCIL, AT A COST NOT TO EXCEED THE SUM STATED.

---

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 agreements related to Council Capital Project Expenditure Funds, which is attached hereto and incorporated herein by reference, with LFUCG Division of Parks and Recreation, and St. Martin's Village Neighborhood Association, Inc. for the Office of the Urban County Council.

Section 2 – That an amount, not to exceed the sum stated, be and hereby is approved for payment or transfer to LFUCG Division of Parks and Recreation (\$675.00), and St. Martin's Village Neighborhood Association, Inc. (\$1,950.00) from account #1105-121002-91715, from various Council Districts, pursuant to the terms of the agreements.

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

0627-25:TAH:4928-7657-7103, v. 1

RESOLUTION NO. 336 - 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AGREEMENTS RELATED TO COUNCIL CAPITAL PROJECT EXPENDITURE FUNDS WITH LFUCG DIVISION OF PARKS AND RECREATION (\$675.00), AND ST. MARTIN'S VILLAGE NEIGHBORHOOD ASSOCIATION, INC. (\$1,950.00), FOR THE OFFICE OF THE URBAN COUNTY COUNCIL, AT A COST NOT TO EXCEED THE SUM STATED.

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 agreements related to Council Capital Project Expenditure Funds, which is attached hereto and incorporated herein by reference, with LFUCG Division of Parks and Recreation, and St. Martin's Village Neighborhood Association, Inc. for the Office of the Urban County Council.

Section 2 – That an amount, not to exceed the sum stated, be and hereby is approved for payment or transfer to LFUCG Division of Parks and Recreation (\$675.00), and St. Martin's Village Neighborhood Association, Inc. (\$1,950.00) from account #1105-121002-91715, from various Council Districts, pursuant to the terms of the agreements.

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

PASSED URBAN COUNTY COUNCIL: July 1, 2025

  
MAYOR

ATTEST:  
  
CLERK OF URBAN COUNTY COUNCIL  
0627-25.TAH:4928-7657-7103, v. 1

## AGREEMENT

THIS AGREEMENT, made and entered into on the July 9, 2025 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and St. Martin's Village Neighborhood Association, Inc. (Hereinafter "Organization"), of 1033 St. Martin Avenue, Lexington, KY 40511, Fayette County).

## WITNESSETH:

WHEREAS, the Urban County Council may allocate Council Capital Project Funds to any incorporated non-profit organization for any lawful public purpose in the best interest of and for the use and benefit of the community; and

WHEREAS, Organization is a qualified incorporated non-profit organization that has provided outstanding activities for the citizens of Fayette County; and

WHEREAS, Organization accordingly enhances the environment of Lexington; and

WHEREAS, Organization has requested funding for a specific lawful public purpose that is in the best interest of and for the use and benefit of the community.

NOW FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN EXPRESSED, GOVERNMENT AND ORGANIZATION AGREE AS FOLLOWS:

1. **Amount and Intended Use of Council Capital Project Funds.** Government hereby grants Organization the sum of \$1,950 for the following lawful public purpose:

*[For completion of the neighborhood entry project with Bean Stone.]*

2. **Finalization of Agreement.** Organization shall return this Agreement to the Council Administrator's Office on or before August 10, 2025. If Organization **fails to sign and return this Agreement within thirty (30) days, Organization shall be deemed to have forfeited the Council Capital Project Funds and Organization shall be deemed ineligible to receive Council Capital Project Funds for a period of one (1) year.**
3. **Receipt of Funds.** Upon return of the signed Agreement to the Council Administrator's Office, the Council Administrator or designee shall issue the check to the Organization. The check shall be timely deposited by the Organization within sixty (60) days of receipt. If the Organization **fails to deposit the check within sixty (60) days of receipt, the Organization shall be deemed ineligible to receive Council Capital Project Funds for a period of one (1) year.** Under no circumstances shall a check that the Organization fails to deposit within sixty (60) days of receipt be re-issued by the Government.
4. **Return of Funds.** If Organization is overcompensated for the above-described project, Organization shall return any and all excess funds in the form of a check sent to the sponsoring council member's office, made out to "LFUCG," upon completion of the project.
5. **Required Documentation.** Organization shall submit all relevant receipts and financial documentation to Councilmember Morton's office, documenting the use of the granted funds for the specified lawful public purpose, within twelve (12) months of receiving the Council Capital Project Fund check. If Organization **fails to provide the required documentation, the**

**Organization shall be deemed ineligible to receive Council Capital Project Funds for a period of one (1) year.**

- 6. Organization shall provide equal opportunity in employment for all qualified persons; prohibit discrimination in employment because of race, color, creed, national origin, sex, sexual orientation, gender identity, or age between 40 and 70; promote equal employment through a positive, continuing program of equal employment and cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
- 7. In any written or oral communications, the Organization shall identify the Lexington-Fayette Urban County Government as the source of the above-referenced funds; the Organization shall not specifically identify an individual Councilmember as being responsible for the funds donated by the Lexington-Fayette Urban County Government.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement of Lexington, Fayette County, Kentucky, this the day and year first above written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: *Linda Gorton*  
Linda Gorton, MAYOR

ATTEST:

*Abbye Allan*  
CLERK OF URBAN COUNTY COUNCIL

By: *Michelle Davis*  
St. Martin's Village Neighborhood Association, Inc.  
Michelle Davis



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0634-25**

**File ID:** 0634-25

**Type:** Summary

**Status:** Agenda Ready

**Version:** 1

**Contract #:**

**In Control:** Urban County Council

**File Created:** 06/19/2025

**File Name:** Summary: Budget, Finance, and Economic Development Committee, March 18, 2025

**Final Action:**

**Title:** Summary: Budget, Finance, and Economic Development Committee, March 18, 2025

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** 3-18-25 Meeting Summary

**Enactment Number:**

**Deed #:**

**Hearing Date:**

**Drafter:**

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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### Text of Legislative File 0634-25

Title

Summary: Budget, Finance, and Economic Development Committee, March 18, 2025





## Budget, Finance & Economic Development Committee

March 18, 2025

### Summary and Motions

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Chair James Brown called the meeting to order at 1:02 p.m. Vice Mayor Dan Wu and Council Members Chuck Ellinger, Shayla Lynch, Hannah LeGris, Liz Sheehan, Denise Gray, and Dave Sevigny were in attendance. Council Members Whitney Baxter and Jennifer Reynolds were absent. Council Members Tyler Morton, Emma Curtis and Amy Beasley were also present as non-voting members.

#### **I. Approval of February 18, 2025 Committee Summary**

A motion by Gray to approve the February 18, 2025, Committee Summary, seconded by Ellinger, the motion passed without dissent.

#### **II. Monthly Financial Update – February 2025**

Revenue Director Holbrook began the financial presentation. Revenue collections are slightly exceeding budget through the first 8 months of the fiscal year with a positive variance of 1.8%. Revenues have trended closer to budget over the past five months, showing a tightening of the revenue variance. Budgeting Director Lueker presented the expenses. Personnel is running within 3% of budget through the first eight months. All debt service savings are expected to be expended by the end of the fiscal year. Budget staff continue to monitor operating variances. Even under budget, we are exceeding expenditures from FY24.

Commissioner Hensley presented an update on the urban services, sanitary sewer, water quality, and landfill funds. The urban services fund was established to account for refuse collection, streetlight, and street cleaning services. The fund revenue is primarily derived from an ad valorem tax established for each district estimated at \$53,916,840 for FY25. The majority of this fund's revenue is collected by December 31<sup>st</sup> from property taxes. Revenue for the first six months is below budget with a -6.4% variance and expenses are below budget with a 21.2% variance.

Sanitary sewer funds are for the expenses associated with the operation of the sewer treatment plants, maintenance of pump stations, rehabilitation and maintenance of sewer lines, and physical improvements of the system. This fund provides for the general operating, maintenance, and debt service costs of the sanitary sewer system. Other expenses include the administrative costs of operating the system such as insurance, revenue collection costs, personnel hiring, accounting, payroll processing, and legal fees. The revenue for this fund comes from sewer user fees. Revenue for the first six months is below budget with a -7.1% variance and expenses are also under budget with a 21.6% variance.

The water quality management fund accounts for the water quality management fee. This fee allows Lexington to better maintain its storm water infrastructure and provide funding for projects to improve water quality in creeks and streams. This fee was mandated by a consent decree between Lexington and the federal Environmental Protection Agency (EPA). The water quality construction fund accounts for construction projects that include improvements to storm water infrastructure, water quality and flooding problems. The revenue for the first six months of the fiscal year is exceeding budget with a variance of 15.7% and expenses are under budget with a variance of 13.2%.

The Landfill fund was established to account for revenues and expenses associated with capping and closure of the landfill in Fayette County and the ongoing costs of refuse disposal. State and federal statutes and regulations have mandated significant changes in the requirements for designing, constructing, operating, managing, maintaining, and closing landfills. The revised requirements have imposed extraordinary expenses on landfill operations. For the first six months of the fiscal year, revenue is below budget with a variance of -5.4% and expenses are under budget with a variance of 49.8%.

No action was taken on this item.

### **III. Parks Sustainable Funding**

Parks and Recreation Director, Monica Conrad, presented on the Parks Sustainable Funding policy. The Park Fund is a dedicated source of funding for the improvement and development of Lexington's parks, greenspaces, and associated infrastructure. It is levied through a percentage of local taxes, specifically earmarked for parks purposes. This Parks Fund program policy reflects Lexington's commitment to create parks and recreational spaces that are accessible, well-designed, and responsive to the diverse needs of our community. The primary principles of this policy are accessibility, engagement, and accountability.

The goal of accessibility is to ensure access to parks and recreational amenities for all residents, regardless of race, ability, income, or neighborhood. Capital investment will be prioritized using the Parks Master Plan Social Needs Index, composite service area analysis, and other data driven tools to identify neighborhoods with greatest need. Projects will be designed with the goal of being accessible to people of all ages, abilities, and backgrounds. All new parks will meet or exceed Americans with Disabilities Act (ADA) standards. In addition, prioritizing spaces that cater to diverse age groups and family needs and projects that respect and celebrate historical and cultural diversity in Lexington will be prioritized.

The goal of engagement is to involve the community in decision making process to ensure park development meets the needs and desires of residents. Lexington Parks and Recreation will engage residents through public meetings and surveys to gather input regarding capital projects. The Chair of the Parks Advisory Board will appoint a strategic planning subcommittee

from the Parks Board and community members to serve as an advisory committee. Parks and Recreation will also collaborate with local community organizations, schools, civic organizations and will collect community engagement in the form of workshops, surveys, community conversations, and focus group discussions.

The final goal is to ensure accountability in the allocation, management, and spending of parks funds. Parks and Recreation will provide an annual capital spending plan, present the requested capital improvement plan through the annual budget approval process, and project statuses will be shared with the public through neighborhood and stakeholder's meetings, Parks Advisory Board meetings, and online reporting. An annual report will be created and published annually for the previous fiscal year. LFUCG internal audit will review the spending of the Parks Fund and ensure they are being used in accordance with the Park Fund ballot language, the Park Fund Program Policy, and other applicable policies. The Parks Fund website will be updated with project statuses and will be interactive and engaging.

Ineligible expenses for the Parks Fund will be personnel costs and benefits, programming, operating, and land acquisition. Project prioritization and selection will focus on capital construction, repair, and replacement projects. In addition, life safety, code compliance, stewardship, the Parks master plan, and emerging opportunities will be used to prioritize projects. A contingency of up to 10% of the total annual Parks Fund revenue will be set aside for unassigned repairs, unexpected capital failures and costs overruns on previously approved projects. Year 1 proposed parks projects consist of 14 projects at a value of \$7.1 million with an additional \$800,000 budgeted for contingency.

No action was taken on this item.

#### **IV. Facilities and Fleet Maintenance Planning**

General Services Commissioner, Chris Ford, presented on facilities and fleet management planning. Capital Improvement Planning (CIP) refers to identifying, prioritizing, and funding of publicly owned assets and holdings. The primary goals of CIP planning are to preserve assets, sustainability and continuation of services, and planning for future needs for the expansion of services and infrastructure as the community grows.

Fundamentals of CIP are the identification and project scope determination, estimated overall costs of projects, estimated operational and maintenance costs, estimated project timelines, potential revenue impact, budgetary commitment and funding sources, project prioritization, and maintaining an up-to-date list of projects.

Facilities maintenance is responsible for small to medium sized projects primarily involving repair and maintenance activities as well as major repairs and systems upgrades. Site inventories include 44 structures and buildings, totaling 1.2 million square feet with an estimated value of \$500 million. Fleet services provide CIP services for the entire LFUCG operation in planning, recommendation, and implementation of fleet replacement activities for

more than 2,000 vehicles and 800 pieces of equipment. The replacement value of the vehicles is estimated at \$164 million.

The Capital Project Management (CPM) team is responsible for all facets of LFUCG capital projects from inception to completion. During the past few years, the charge has expanded beyond the Division of Facilities and Fleet management and has included services to Fire, Corrections, Police, Waste Management, Social Services, and Parks and Recreation. Currently CPM team is managing a portfolio of 11 projects totaling \$43.3 million. Challenges Fleet Services is encountering are escalation of costs by 15 – 30%, limited availability of inventory, and long lead times for specialty vehicles. Present opportunities for Fleet Services is the upgrading of the current legacy fleet software to a more robust, supported, cloud-based system.

LFUCG is responsible for all major repairs and CIP expenses for the Fayette County Circuit and District Courthouses. The Administrative Office of the Courts (AOC) reimburses LFUCG for 93.5% of all expenses. LFUCG is responsible for all the remaining operational expenses on the courthouse campus. The FY24 reimbursement from AOC to LFUCG was \$1.5 million. A major upcoming CIP project is the replacement of both courthouse roofs. LFUCG has budgeted \$200,000 for the design phase of the project in FY2025. The funding for construction phase will be included in the Department of General Services FY26 budget request. The anticipated construction cost is \$3 - \$3.5 million.

No action was taken on this item.

## **V. United for ALICE**

National Director of ALICE, Kieran Gardioso, presented on United for ALICE (Asset Limited, Income Constrained, Employed). In 2009, United Way of New Jersey revealed a struggling demographic of all ages and ethnicities, hidden in plain sight. Demand for services did not align with poverty statistics. ALICE highlights the workers powering our economy who can't afford basic needs. Nearly one-third of U.S. households earn above the federal poverty level, making them ineligible for most assistance.

ALICE is an alternate measure of economic wellbeing and are individuals who have income above the federal poverty level, below the cost of basics in the county where they live, often working in essential jobs, and with little to no savings for emergencies or future investments. United for ALICE was founded and has been powered by United Way of Northern New Jersey since 2009. By 2025, United Way has United for ALICE partners in 35 states. United for ALICE provides comprehensive measures of financial hardship, data for all 3,000+ counties in the U.S and accessible data for all.

Products designed to empower partners include ALICE in the Crosscurrents, ALICE economic viability dashboard, ALICE essentials index, and United for ALICE wage tool. The ALICE data reflects county-level costs of a household survival budget. This budget includes basic needs like

housing, food, childcare, health care, a smartphone, and transportation. On the national stage the ALICE movement has built strong momentum. ALICE has been covered in media outlets like the Wall Street Journal, CBS News, Business Insider, and the Washington Post. The ALICE founder was also invited to testify during a Congressional roundtable about food insecurity and the benefits cliff.

The ALICE movement has launched innovative programs to secure equity for low-income households. United in Care aims to make quality childcare accessible to ALICE families in New Jersey. United for ALICE At Work collaborates with employers on workforce strategies, while the national ALICE Advisory Council leads broader policy change and community impact.

No action was taken on this item.

## **VI. Adjournment**

A motion by Chair Brown to adjourn at 2:52pm, seconded by Wu, the motion passed without dissent.



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0635-25**

**File ID:** 0635-25

**Type:** Presentation

**Status:** Agenda Ready

**Version:** 1

**Contract #:**

**In Control:** Urban County Council

**File Created:** 06/19/2025

**File Name:** Presentation: American Jail Manager Certification Association

**Final Action:** 06/24/2025

**Title:** Presentation: American Jail Manager Certification Association

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:**

**Enactment Number:**

**Deed #:**

**Hearing Date:**

**Drafter:**

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	06/24/2025	Received and Filed				

### Text of Legislative File 0635-25

Title

Presentation: American Jail Manager Certification Association



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0636-25**

**File ID:** 0636-25

**Type:** Presentation

**Status:** Agenda Ready

**Version:** 1

**Contract #:**

**In Control:** Urban County Council

**File Created:** 06/19/2025

**File Name:** Presentation: Community Paramedicine Recognition

**Final Action:** 06/24/2025

**Title:** Presentation: Community Paramedicine Recognition

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:**

**Enactment Number:**

**Deed #:**

**Hearing Date:**

**Drafter:**

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	06/24/2025	Received and Filed				

### Text of Legislative File 0636-25

Title

Presentation: Community Paramedicine Recognition



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0637-25**

**File ID:** 0637-25

**Type:** Presentation

**Status:** Agenda Ready

**Version:** 1

**Contract #:**

**In Control:** Urban County Council

**File Created:** 06/19/2025

**File Name:** Presentation: Moosnick Service Award Recognition

**Final Action:** 06/24/2025

**Title:** Presentation: Moosnick Service Award Recognition

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:**

**Enactment Number:**

**Deed #:**

**Hearing Date:**

**Drafter:**

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	06/24/2025	Received and Filed				

### Text of Legislative File 0637-25

Title

Presentation: Moosnick Service Award Recognition





# Lexington-Fayette Urban County Government Master

200 E. Main St  
Lexington, KY 40507

**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:**

<b>Title:</b>
---------------

**Notes:**

**Sponsors:**

**Enactment Date:**

**Deed #:**

**Hearing Date:**

**Drafter:**

**Effective Date:**

## History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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**Text of Legislative File 0927-23**



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0567-25**

**File ID:** 0567-25

**Type:** Resolution

**Status:** Approved

**Version:** 1

**Contract #:**

**In Control:** Urban County Council

**File Created:** 06/03/2025

**File Name:** Berla Corporation iVe Forensic Vehicle System

**Final Action:** 07/01/2025

**Title:** A Resolution authorizing the Div. of Police to purchase iVe Forensic Vehicle System from Berla Corporation, a sole source provider, and authorizing the Mayor, on behalf of the Urban County Government, to execute any necessary Agreement with Berla Corporation, related to the procurement at a cost not to exceed \$3,791. [Div. of Police, Weathers]

**Notes:**

**Sponsors:**

**Enactment Date:** 07/01/2025

**Attachments:** Cover Memo - Berla Corporation – iVe Forensic Vehicle System and Sole Source Certification.pdf, Berla Corporation - Quote #25-R01-0313.pdf, Berla Corporation - Sole Source Certification .pdf, 567-25 berla 4937-4905-6590 v.1.docx, R-308-2025

**Enactment Number:** R-308-2025

**Deed #:**

**Hearing Date:**

**Drafter:** Renita Happy

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	06/24/2025	Approved and Referred to Docket	Urban County Council	06/26/2025		Pass
1	Urban County Council	06/26/2025	Received First Reading	Urban County Council	07/01/2025		
1	Urban County Council	07/01/2025	Approved				Pass

### Text of Legislative File 0567-25

#### Title

A Resolution authorizing the Div. of Police to purchase iVe Forensic Vehicle System from Berla Corporation, a sole source provider, and authorizing the Mayor, on behalf of the Urban County Government, to execute any necessary Agreement with Berla Corporation, related to the procurement at a cost not to exceed \$3,791. [Div. of Police, Weathers]

**Summary**

Authorization to establish Berla Corporation as a sole source vendor and purchase the iVe Forensic Vehicle System, a vehicle system forensic tool that acquires user data from infotainment, telematics, and other vehicle systems at a cost of \$3,791. Funds are Budgeted. (L0567-25) (Weathers/Armstrong)

Budgetary Implications: YES

Advance Document Review:

**Law:** Yes, Michael Sanner, June 2, 2025

**Risk Management:** No

Fully Budgeted: Mayor's FY26 Proposed Budget

Account Number: 1101-505506-5561-76102

Year Impact: \$3,791

Annual Impact: \$ -0-

Project:

Activity:

Budget Reference:

Current Balance: \$748,355.00



TO: Mayor Linda Gorton  
Urban County Council

*Lawrence B. Weathers*

FROM: Chief Lawrence B. Weathers  
Lexington Police Department

CC: Commissioner Kenneth Armstrong  
Department of Public Safety

DATE: June 3, 2025

SUBJECT: Berla Corporation – iVe Forensic Vehicle System / Sole Source  
Certification

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**Request**

Authorization to establish Berla Corporation as a Sole Source Vendor and for purchase of the iVe Forensic Vehicle System.

**Why are you requesting?**

Berla iVe is a vehicle system forensic tool that acquires user data from infotainment, telematics, and other vehicle systems. It allows investigators a means to quickly and intuitively analyze this data. Infotainment systems store a vast amount of user related data such as recent destinations, favorite locations, call logs, contact lists, SMS messages, emails, pictures, videos and the vehicle’s navigation history. The Police Department is requesting approval from the Urban County Council and Mayor Gorton in regards to establishing Berla Corporation as a sole source vendor and purchase of the iVe Forensic Vehicle System.

**What is the cost in this budget year and future budget years? \$3,791**

**Are the funds budgeted?** Funds are included in FY26 Mayor’s Proposed Budget  
1101-505506-5561-76102

**File Number: 0567-25**

**Director/Commissioner: Lawrence B. Weathers, Chief  
Lexington Police Department**

LBW/rmh





Company Address 445 Defense Highway, Suite M  
Annapolis, Maryland 21401  
United States

Created Date 3/13/2025  
Expiration Date 6/1/2025  
Quote Name 25-R01-0313

Email renewals@berla.co  
Phone (443) 333-9301

Contact Name Chris Sizemore  
Email csizemore@lexingtonpolice.ky.gov

Bill To Name Lexington (KY) Police Department  
Bill To Lexington, Kentucky  
United States

Ship To Name Lexington (KY) Police Department  
Ship To Lexington, Kentucky  
United States

Quantity	Product	Line Item Description	Sales Price	Total Price
1.00	iVe Renewal Plan	Dongle ID: 1037513963 Renewal: June 8, 2025 - August 8, 2026	\$3,791.00	\$3,791.00

Subtotal \$3,791.00

Grand Total \$3,791.00

The provision of products and services under this Quote / Invoice are and shall be subject to, and the above named company and customer hereby accepts the terms and conditions set forth in the Berla Software License, Support and Services Agreement available at <https://berla.co/berla-terms-and-conditions/> and the iVe End User License Agreement provided with the software components (collectively, the "Agreement"). Any additional or inconsistent terms set forth in any purchase order, common terms and conditions, contract general terms or provisions, or similar document provided by the above named company or customer related hereto are hereby rejected and shall be null and void in all respects.



## 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 (\$2,500-\$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  Lt. Chris Sizemore  Division/Dept  Police/Special Investigations

Phone  859-258-3541  Email  csizemore@lexingtonpolice.ky.gov

Type of Purchase: ( ) Goods/Materials/Equipment (X ) Services

Cost:  \$3791

Sole Source Request for the Purchase of: forensic vehicle system examination device/software

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  Berla Corporation

Contact Name  Rose Jones

Address  445 Defense Highway, Suite M Annapolis, Maryland 21401

Phone  443-333-9301  Email  rjones@berla.co



## JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

**STATEMENT OF NEED:** (Add additional pages as needed)

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.**

Berla iVe is a vehicle system forensic tool that acquires user data from infotainment, telematics, and other vehicle systems. It allows investigators a means to quickly and intuitively analyze this data. Infotainment systems store a vast amount of user related data such as recent destinations, favorite locations, call logs, contact lists, SMS messages, emails, pictures, videos and the vehicle's navigation history.

**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:

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## 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.).**

Berla is the creator and sole provider of the iVe Toolkit and associated service/maintenance/support as well as training. Internet research has been conducted to confirm this.

**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.)

The price for this license renewal, services and equipment is consistent with similar programs/license renewals. The price is for a 14-month term to move the expiration date to August 8<sup>th</sup>. This will ensure no gaps in service between fiscal years. Future renewal requests will be on a 12-month term.

**5. Describe any cost savings realized or costs avoided by acquiring the goods/services from this supplier.**

By continuing to re-license and support the existing hardware, the cost of procurement of new hardware is avoided. Utilization of the program will allow in-house vehicle systems processing that otherwise would require outsourcing at a greater expense to the police department with far less efficiency.



RESOLUTION NO. \_\_\_\_\_ - 2025

A RESOLUTION AUTHORIZING THE DIVISION OF POLICE TO PURCHASE IVE FORENSIC VEHICLE SYSTEM FROM BERLA CORPORATION, A SOLE SOURCE PROVIDER, AND AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE ANY NECESSARY AGREEMENT WITH BERLA CORPORATION, RELATED TO THE PROCUREMENT AT A COST NOT TO EXCEED \$3,791.00.

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

Section 1 - That the Division of Police is authorized to purchase iVe Forensic Vehicle System, from Berla Corporation, a sole source provider, and the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute any necessary agreement with Berla Corporation, related to the procurement.

Section 2 - That an amount, not to exceed the sum of \$3,791.00, be and hereby is approved for payment to Berla Corporation, from account #1101-505506-76102.

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

567-25:MRS: 4937-4905-6590, v. 1

RESOLUTION NO. 308 - 2025

A RESOLUTION AUTHORIZING THE DIVISION OF POLICE TO PURCHASE IVE FORENSIC VEHICLE SYSTEM FROM BERLA CORPORATION, A SOLE SOURCE PROVIDER, AND AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE ANY NECESSARY AGREEMENT WITH BERLA CORPORATION, RELATED TO THE PROCUREMENT AT A COST NOT TO EXCEED \$3,791.00.

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

Section 1 - That the Division of Police is authorized to purchase iVe Forensic Vehicle System, from Berla Corporation, a sole source provider, and the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute any necessary agreement with Berla Corporation, related to the procurement.

Section 2 - That an amount, not to exceed the sum of \$3,791.00, be and hereby is approved for payment to Berla Corporation, from account #1101-505506-76102.

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

PASSED URBAN COUNTY COUNCIL: July 1, 2025

*Linda Gorton*

\_\_\_\_\_  
MAYOR

ATTEST:

*[Signature]*

\_\_\_\_\_  
CLERK OF URBAN COUNTY COUNCIL

567-25:MRS: 4937-4905-6590, v. 1



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0580-25**

**File ID:** 0580-25

**Type:** Resolution

**Status:** Approved

**Version:** 1

**Contract #:** 192-2025

**In Control:** Urban County Council

**File Created:** 06/05/2025

**File Name:** Magnet Forensics LLC - Quotation & Sole Source

**Final Action:** 07/01/2025

**Title:** A Resolution authorizing the Div. of Police to purchase DVR Examiner and AXIOM Essentials from Magnet Forensics, LLC., a sole source provider, and authorizing the Mayor, on behalf of the Urban County Government, to execute any necessary Agreement with Magnet Forensics, LLC., related to the procurement at a cost not to exceed \$19,110. [Div. of Police, Weathers]

**Notes:** RIO 6/10/2025. MS

SAF in the CCO. Returned to Renita Happy 7/2/2025. MS

**Sponsors:**

**Enactment Date:** 07/01/2025

**Attachments:** Cover Memo - Magnet Forensics LLC - DVR Examiner and AXIOM Essentials.pdf, Magnet Forensics - Quotation # 361910.pdf, Magnet Forensics - Axiom 2026 SOLE SOURCE CERTIFICATION.pdf, Magnet Forensics - DVR Examiner 2026 SOLE SOURCE CERTIFICATION.pdf, 580-25 magnet forensics 4928-7087-4190 v.1.docx, R-309-2025

**Enactment Number:** R-309-2025

**Deed #:**

**Hearing Date:**

**Drafter:** Renita Happy

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	06/24/2025	Approved and Referred to Docket	Urban County Council	06/26/2025		Pass
1	Urban County Council	06/26/2025	Received First Reading	Urban County Council	07/01/2025		
1	Urban County Council	07/01/2025	Approved				Pass

### Text of Legislative File 0580-25

**Title**

A Resolution authorizing the Div. of Police to purchase DVR Examiner and AXIOM

Essentials from Magnet Forensics, LLC., a sole source provider, and authorizing the Mayor, on behalf of the Urban County Government, to execute any necessary Agreement with Magnet Forensics, LLC., related to the procurement at a cost not to exceed \$19,110. [Div. of Police, Weathers]

**Summary**

Authorization to re-establish Magnet Forensics, LLC as a sole source vendor and approve the purchase of DVR Examiner and AXIOM Essentials. DVR examiner allows byte level analysis of video surveillance systems and AXIOM Essentials is a investigative platform for recovering digital evidence. At a cost of \$19,110. Funds are Budgeted. (L0580-25) (Weathers/Armstrong)

Budgetary Implications: YES

Advance Document Review:

**Law:** Yes, Michael Sanner, June 2, 2025

**Risk Management:** No

Fully Budgeted: Included in FY26 Proposed Budget

Account Number: 1101-505506-5561-76102

Year Impact: \$19,110

Annual Impact: \$ -0-

Project:

Activity:

Budget Reference:

Current Balance: \$748,355.00



TO: Mayor Linda Gorton  
Urban County Council

*Lawrence B. Weathers*

FROM: Chief Lawrence B. Weathers  
Lexington Police Department

CC: Commissioner Kenneth Armstrong  
Department of Public Safety

DATE: June 5, 2025

SUBJECT: Magnet Forensics, LLC – Quotation & Sole Source Certification

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**Request**

Authorization to re-establish Magnet Forensics, LLC as a sole source vendor and approval of purchase of DVR Examiner and AXIOM Essentials.

**Why are you requesting?**

DVR examiner allows byte level analysis of video surveillance systems. The software allows the examination of video surveillance that is not able to be done with traditional means.

AXIOM Essentials is a digital investigative platform that is the industry standard for recovering digital evidence from smartphones, computers, external storage devices and the Cloud among law enforcement agencies. The LPD has used these devices for many years and the results are accepted by the local court system. No other product has been found to provide better results for a lower cost.

The Police Department is requesting approval from the Urban County Council and Mayor Gorton in regards to re-establishing Magnet Forensics, LLC as a sole source vendor, and authorize purchase of Magnet Forensics Software (DVR Examiner/AXIOM Essentials).

**What is the cost in this budget year and future budget years?** \$19,110

**Are the funds budgeted?** Funds are included in FY26 Mayor’s Proposed Budget  
1101-505506-5561-76102



**File Number: 0580-25**

**Director/Commissioner: Lawrence B. Weathers, Chief  
Lexington Police Department**

LBW/rmh



150 E. Main St., Lexington, KY 40507 / 859.258.3600 Phone / [lexingtonky.gov](http://lexingtonky.gov)





**Address:**  
Magnet Forensics, LLC  
931 Monroe Drive NE  
Suite A102-340  
Atlanta, Georgia 30308  
United States

**Phone:** 519-342-0195

**Quote #:** Q-361910-1  
**Issue Date:** 10 Apr, 2025  
**Expires On:** 16 Sep, 2024

**Bill To**  
Chris Sizemore  
Lexington Police Department (KY)  
150 East Main Street  
Lexington, Kentucky 40507  
United States  
(859)258-3541  
csizemore@lexingtonpolice.ky.gov

**Ship To**  
Chris Sizemore  
Lexington Police Department (KY)  
150 East Main Street  
Lexington, Kentucky 40507  
United States  
(859)258-3541  
csizemore@lexingtonpolice.ky.gov

**End User**  
Chris Sizemore  
Lexington Police Department (KY)  
150 East Main Street  
Lexington Kentucky 40507  
United States  
(859)258-3541  
csizemore@lexingtonpolice.ky.gov

PREPARED BY	PHONE	EMAIL	PAYMENT TERM
Zach Witt		zach.witt@magnetforensics.com	Net 30

ITEM #	PRODUCT NAME	SMS DATES	UNIT SELLING PRICE	QTY	EXTENDED PRICE
6DVR04	DVR Examiner	1 Sep, 2025 to 31 Aug, 2026	USD 5,250.00	1	USD 5,250.00
6AX110	Magnet AXIOM Essentials	1 Sep, 2025 to 31 Aug, 2026	USD 4,620.00	1	USD 4,620.00
6AX110	Magnet AXIOM Essentials	1 Sep, 2025 to 31 Aug, 2026	USD 4,620.00	1	USD 4,620.00
6AX110	Magnet AXIOM Essentials	1 Sep, 2025 to 31 Aug, 2026	USD 4,620.00	1	USD 4,620.00

Sub-Total USD 19,110.00  
Taxes USD 0.00  
**Grand Total USD 19,110.00**

Prices subject to change upon quote expiry. Accurate sales tax will be calculated at the time of invoicing when applicable. If your company is tax exempt, please provide appropriate support with your signed quote. Hardware may be subject to additional fees related to delivery, import and export.

**Terms & Conditions**

Unless you have an existing written agreement with Magnet Forensics for the products and/or services listed in this quotation, by: (a) signing below, (b) submitting an Order to Magnet Forensics referencing this quotation, or (c) making payment for the products and/or related services listed in this quotation, you agree to the terms and conditions at <http://magnetforensics.com/legal/> applicable to such products and/or services listed in this quotation to the exclusion of any differing or additional terms which may be found on your purchase order or similar document. By signing, you certify that you have the authority to bind your organization.

Q-361910 - USD 19,110.00

Magnet Forensics may adjust the software term start and/or end date, without increasing the total software license price, based on the date Magnet Forensics activates the software and provided that the total software license term length does not change.

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_/\_\_\_\_/\_\_\_\_

**Name (Print):** \_\_\_\_\_

**Title:** \_\_\_\_\_

Please sign and email to Zach Witt at [zach.witt@magnetforensics.com](mailto:zach.witt@magnetforensics.com)





## 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 (\$1001-\$10,000), formal quotes (\$10,001 - \$19,999.99), or formal bid (\$20,000 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 \$20,000 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 Chris Sizemore Division/Dept: Police / Bureau of Investigations

Phone: 859-258-3541 Email: csizemore@lexingtonpolice.ky.gov

Type of Purchase: (✓) Goods/Materials/Equipment ( ) Services

Cost: \$13,860

Sole Source Request for the Purchase of: 3 Magnet AXIOM Core Dongle Renewals 12 Month Terms

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: Magnet Forensics

Contact Name: Amber Soukup

Address: 300 Colonial Center Parkway #120, Roswell, GA 30076

Phone: 404-736-7336 Email: amber.soukup@magnetforensics.com



## JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

**STATEMENT OF NEED:** (Add additional pages as needed)

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.**

Magnet AXIOM is a digital investigative platform that is the industry standard for recovering digital evidence from smartphones, computers, external storage devices and the Cloud among law enforcement agencies. The LPD has used these devices for many years and the results are accepted by the local court system. No other product has been found to provide better results for a lower cost.

**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. The detective(s) who will utilize the software has received extensive training from outside vendors in this and similar products. This system was determined to have the best capabilities to support our investigations. Only one vendor is available for this system.

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:

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## 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.).**

I have been in contact with Magnet Forensics, who advised they do not use outside vendors for their product or support. I have also conducted internet research which confirms this assertion.

**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.)

The price for each of the Magnet Axiom Core Dongle renewal for a 12 month term is consistent with renewal agreements for similar software systems. This purchase is for three licenses, one for each Computer Forensics Detective.

**5. Describe any cost savings realized or costs avoided by acquiring the goods/services from this supplier.**

By continuing to re-license and support the existing hardware, the cost of procurement of new hardware is avoided.



## 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 (\$2,500-\$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  Lt. Chris Sizemore  Division/Dept  Police/Special Investigations

Phone  859-258-3541  Email  csizemore@lexingtonpolice.ky.gov

Type of Purchase: ( X ) Goods/Materials/Equipment ( X ) Services

Cost:  \$5250

Sole Source Request for the Purchase of:  
 DVR Examiner Software subscription

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  Magnet Forensics

Contact Name  Amber Soukup

Address  300 Colonial Center Parkway #120, Roswell, GA 30076

Phone  404-736-7336  Email  amber.soukup@magnetforensics.com



## JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

**STATEMENT OF NEED:** (Add additional pages as needed)

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.**

DVR examiner allows byte level analysis of video surveillance systems. The software allows the examination of video surveillance that is not able to be done with traditional means.

**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.

There are no competitors in existence that offer the DVR Examiner line of product. Magnet Forensics owns all distribution and marketing rights of DVR Examiner and designates how the program may be marketed and sold.

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:



## JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

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**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.).**

Magnet Forensics has advised that they do not use outside vendors for their product or support. Internet research has been conducted to confirm his.

**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.)

The price for this software licensing is consistent with similar programs/license renewals.

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**5. Describe any cost savings realized or costs avoided by acquiring the goods/services from this supplier.**

By continuing to re-license and support the existing software, our Computer Forensics Unit is able to examine digital video recorders that would otherwise would require outsourcing at a greater expense to the police department with far less efficiency.

RESOLUTION NO. \_\_\_\_\_ - 2025

A RESOLUTION AUTHORIZING THE DIVISION OF POLICE TO PURCHASE DVR EXAMINER AND AXIOM ESSENTIALS FROM MAGNET FORENSICS, LLC., A SOLE SOURCE PROVIDER, AND AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE ANY NECESSARY AGREEMENT WITH MAGNET FORENSICS, LLC., RELATED TO THE PROCUREMENT AT A COST NOT TO EXCEED \$19,110.00.

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

Section 1 - That the Division of Police is authorized to purchase DVR Examiner and Axiom Essentials from Magnet Forensics, LLC., a sole source provider, and the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute any necessary agreement with Magnet Forensics, LLC., related to the procurement.

Section 2 - That an amount, not to exceed the sum of \$19,110.00, be and hereby is approved for payment to Magnet Forensics, LLC., from account #1101-505506-76102.

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

580-25:MRS: 4928-7087-4190, v. 1

RESOLUTION NO. 309 - 2025

A RESOLUTION AUTHORIZING THE DIVISION OF POLICE TO PURCHASE DVR EXAMINER AND AXIOM ESSENTIALS FROM MAGNET FORENSICS, LLC., A SOLE SOURCE PROVIDER, AND AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE ANY NECESSARY AGREEMENT WITH MAGNET FORENSICS, LLC., RELATED TO THE PROCUREMENT AT A COST NOT TO EXCEED \$19,110.00.

---

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

Section 1 - That the Division of Police is authorized to purchase DVR Examiner and Axiom Essentials from Magnet Forensics, LLC., a sole source provider, and the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute any necessary agreement with Magnet Forensics, LLC., related to the procurement.

Section 2 - That an amount, not to exceed the sum of \$19,110.00, be and hereby is approved for payment to Magnet Forensics, LLC., from account #1101-505506-76102.

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

PASSED URBAN COUNTY COUNCIL: July 1, 2025

*Linda Gorton*

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MAYOR

ATTEST:

*[Signature]*  
 \_\_\_\_\_  
 CLERK OF URBAN COUNTY COUNCIL

580-25:MRS: 4928-7087-4190, v. 1





# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0581-25**

**File ID:** 0581-25

**Type:** Resolution

**Status:** Approved

**Version:** 1

**Contract #:**

**In Control:** Urban County Council

**File Created:** 06/05/2025

**File Name:** FY26 GO Reimbursement Resolution (CIP Bond Projects)

**Final Action:** 07/01/2025

**Title:**  
Declaration of official intent with respect to reimbursement of temporary advances made for capital expenditures to be made from subsequent borrowings, with respect to various Capital Improvement Projects of the Lexington-Fayette Urban County Government. [Dept. of Finance, Hensley]

**Notes:**

**Sponsors:**

**Enactment Date:** 07/01/2025

**Attachments:** Memo FY26 GO Reimbursement Resolution, Reimbursement Resolution (Capital Budget) - LFUCG - 2025(61545214.1), R-310-2025

**Enactment Number:** R-310-2025

**Deed #:**

**Hearing Date:**

**Drafter:** Robin Adams

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	06/24/2025	Approved and Referred to Docket	Urban County Council	06/26/2025		Pass
1	Urban County Council	06/26/2025	Received First Reading	Urban County Council	07/01/2025		
1	Urban County Council	07/01/2025	Approved				Pass

### Text of Legislative File 0581-25

#### Title

Declaration of official intent with respect to reimbursement of temporary advances made for capital expenditures to be made from subsequent borrowings, with respect to various Capital Improvement Projects of the Lexington-Fayette Urban County Government. [Dept. of Finance, Hensley]

#### Summary

Authorization to approve the Reimbursement Resolution to allow approved spending of Capital Improvement Bond Projects which were budgeted and approved in the FY2026 Budget. This allows projects to move forward prior to the sale of the bonds. (L0581-25) (Simpson/Hensley)

Budgetary Implications: Yes

Advance Document Review:

**Law:** Yes, Completed by David Barberie, June 06, 2025

**Risk Management:** N/A

Fully Budgeted: Yes

Account Number: 1101-141401-1680-78402

This Fiscal Year Impact: \$1,799,400 in Debt Service.

Annual Impact: \$2,215,450 yearly Debt Service for 10 years.

Project:

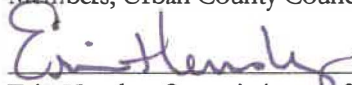
Activity:

Budget Reference:

Current Balance: \$1,799,400.00



TO: Mayor Linda Gorton  
Members, Urban County Council

FROM:   
Erin Hensley, Commissioner of Finance

DATE: June 9, 2025

SUBJECT: FY26 GO Reimbursement Resolution (CIP Bond Projects)

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Request

Authorization to approve the Reimbursement Resolution to allow approved spending of Capital Improvement Bond Projects which were budgeted and approved in the FY 2026 Budget. This allows projects to move forward prior to the sale of the bonds.

Why are you requesting?

The Department needs this action completed because this resolution provides a mechanism for the projects to move forward prior to the sale of the bonds. Expenses incurred by the Bond Projects will be paid from the Funding Account. Upon the sale of the bonds this fiscal year, the Funding Account will be reimbursed. The practice of approval of a reimbursement resolution is consistent with prior practice and is a generally accepted mechanism in the accounting community.

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

The cost for this FY is: \$1,799,400 in Debt Service

The cost for future FY is: \$2,215,450 yearly Debt Service for 10 years.

Are the funds budgeted?

The funds are budgeted  
Account number: 1101-141401-1680-78402

File Number: 0581-25

Commissioner: Erin Hensley



**RESOLUTION \_\_\_\_\_-2025**

**DECLARATION OF OFFICIAL INTENT WITH RESPECT TO REIMBURSEMENT OF TEMPORARY ADVANCES MADE FOR CAPITAL EXPENDITURES TO BE MADE FROM SUBSEQUENT BORROWINGS, WITH RESPECT TO VARIOUS CAPITAL IMPROVEMENT PROJECTS OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT.**

**WHEREAS**, Treasury Regulation § 1.150-2 (the “Reimbursement Regulations”), issued pursuant to Section 150 of the Internal Revenue Code of 1986, as amended, (the “Code”) prescribes certain requirements by which proceeds of tax-exempt bonds, notes, certificates or other obligations included in the meaning of “bonds” under Section 150 of the Code (“Obligations”) used to reimburse advances made for Capital Expenditures (as hereinafter defined) paid before the issuance of such Obligations may be deemed “spent” for purposes of Sections 103 and 141 to 150 of the Code and therefore, not further subject to any other requirements or restrictions under those sections of the Code; and

**WHEREAS**, such Reimbursement Regulations require that an Issuer (as hereinafter defined) make a Declaration of Official Intent (as hereinafter defined) to reimburse any Capital Expenditure encumbered prior to the issuance of the Obligations intended to fund such Capital Expenditure and require that such Declaration of Official Intent be made no later than sixty (60) days after procurement of the Capital Expenditure and further require that any Reimbursement Allocation (as hereinafter defined) of the proceeds of such Obligations to reimburse such Capital Expenditures occur no later than eighteen (18) months after the later of the date the Capital Expenditure was paid or the date the property acquired with the Capital Expenditure was placed in service, except that any such Reimbursement Allocation must be made no later than three years after such Capital Expenditure was paid; and

**WHEREAS**, the Lexington-Fayette Urban County Government (the “Issuer”) wishes to ensure compliance with the Reimbursement Regulations;

**NOW, THEREFORE**, be it resolved by the Lexington-Fayette Urban County Council (the “Urban County Council”) of the Issuer that:

**SECTION 1. Definitions.**

The following definitions apply to the terms used herein:

“Allocation” means written evidence that proceeds of Obligations issued subsequent to the procurement of a Capital Expenditure are to reimburse the Issuer for such payments. “To allocate” means to make such an allocation.

“Capital Expenditure” means any expense for an item that is properly depreciable or amortizable or is otherwise treated as a capital expenditure for purposes of the Code, as well as any costs of issuing Reimbursement Bonds.

“Declaration of Official Intent” means a written declaration that the Issuer intends to fund Capital Expenditures with an issue of Reimbursement Bonds and reasonably expects to be reimbursed from the proceeds of such an issue.

“Issuer” means a governmental unit that is reasonably expected to issue the Obligations.

“Reimbursement” means the restoration to the Issuer of money temporarily advanced from other funds, including moneys borrowed from other sources, of the Issuer to pay for Capital Expenditures before the issuance of Obligations intended to fund such Capital Expenditures. “To reimburse” means to make such a restoration.

“Reimbursement Bonds” means Obligations that are issued to reimburse the Issuer for Capital Expenditures, and for certain other expenses permitted by the Reimbursement Regulations, previously paid by or for the Issuer.

“Reimbursement Regulations” means Treasury Regulation § 150-2 and any amendments thereto or superseding regulations, whether in proposed, temporary or final form, as applicable,

prescribing conditions under which the proceeds of Obligations may be allocated to reimburse the Issuer for Capital Expenditures and certain other expenses paid prior to the issuance of the Obligations such that the proceeds of such Obligations will be treated as “spent” for purposes of Sections 103 and 141 to 150 of the Code.

**SECTION 2. Declaration of Official Intent.**

(a) The Issuer declares that it reasonably expects that the Capital Expenditures described in Section (b), which were encumbered no earlier than sixty (60) days prior to the date hereof, or which will be paid prior to the issuance of any Obligations intended to fund such Capital Expenditures, will be reimbursed with the proceeds of Obligations, representing a borrowing by the Issuer in the maximum principal amount, for such Reimbursement, of not to exceed \$17,994,000.

(b) The Capital Expenditures to be reimbursed are expenses associated with various capital improvement projects of the Lexington-Fayette Urban County Government, identified on *Exhibit A* attached hereto.

**SECTION 3. Reasonable Expectations.**

The Issuer does not expect any other funds (including the money advanced to make the Capital Expenditures that are to be reimbursed), to be reserved, allocated on a long-term basis, or otherwise set aside by the Issuer or any other entity, with respect to the Capital Expenditures for the purposes described in Section 2(b).

**SECTION 4. Open Meeting.**

It is found and determined that all formal actions of this Urban County Council of the Issuer concerning and relating to the adoption of this resolution were adopted in an open meeting of this Urban County Council of the Issuer; and that all deliberations of this Urban County Council of the Issuer and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

**SECTION 5. Effective Date of Resolution.**

This Resolution shall become effective immediately upon the date of its passage.

[Remainder of page intentionally left blank]

**GIVEN FIRST READING** at a duly convened meeting of the Urban County Council of Lexington-Fayette Urban County Government on the \_\_\_\_ day of \_\_\_\_\_, 2025.

**GIVEN SECOND READING, ENACTED AND ADOPTED** at a duly convened meeting of the Urban County Council of Lexington-Fayette Urban County Government on the \_\_\_\_ day of \_\_\_\_\_, 2025.

Approved:  
**LEXINGTON-FAYETTE URBAN COUNTY  
GOVERNMENT**

By: \_\_\_\_\_  
Linda Gorton  
Mayor

**ATTEST:**

\_\_\_\_\_  
Abigail Allan  
Clerk  
Urban County Council

**CERTIFICATION**

I, the undersigned, do hereby certify that I am the duly qualified and acting Urban County Council Clerk of the Lexington-Fayette Urban County Government, and as such Urban County Council Clerk, I further certify that the foregoing is a true, correct and complete copy of a Resolution duly enacted by the Council of Lexington-Fayette Urban County Government at a duly convened meeting held on the \_\_\_\_ day of \_\_\_\_\_, 2025, on the same occasion signed by the Mayor is evidence of her approval, and now in full force and effect, all as appears from the official records of Lexington-Fayette Urban County Government in my possession and under my control.

Witness my signature as of the \_\_\_\_ day of \_\_\_\_\_, 2025.

---

Abigail Allan  
Clerk  
Urban County Council

[SEAL]

**CERTIFICATE**

I do hereby certify that the title to this enactment contains an accurate synopsis of the contents thereof and may be used to satisfy the reading and publication requirements of law.

**DINSMORE & SHOHL LLP**

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John C. Merchant

**EXHIBIT A**

**PROJECT DESCRIPTION**

<b>Project Description</b>	<b>Amount</b>
Sidewalk Connectivity Program	\$ 1,000,000.00
Paving/Maintenance/Crack Seal/Rejuvenation	5,500,000.00
ADA Ramps	1,000,000.00
Vehicle Replacement	3,200,000.00
EMS Equipment Replacement Plan	700,000.00
Training Academy Facility Design Phase	3,000,000.00
Fire Turnout Gear/Personal Protective Equipment	594,000.00
General Govt Fleet Replacement	1,600,000.00
Streets and Roads snow truck replacement	1,400,000.00
<b>Total</b>	<b>\$17,994,000.00</b>



**RESOLUTION 310 -2025**

**DECLARATION OF OFFICIAL INTENT WITH RESPECT TO REIMBURSEMENT OF TEMPORARY ADVANCES MADE FOR CAPITAL EXPENDITURES TO BE MADE FROM SUBSEQUENT BORROWINGS, WITH RESPECT TO VARIOUS CAPITAL IMPROVEMENT PROJECTS OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT.**

**WHEREAS**, Treasury Regulation § 1.150-2 (the “Reimbursement Regulations”), issued pursuant to Section 150 of the Internal Revenue Code of 1986, as amended, (the “Code”) prescribes certain requirements by which proceeds of tax-exempt bonds, notes, certificates or other obligations included in the meaning of “bonds” under Section 150 of the Code (“Obligations”) used to reimburse advances made for Capital Expenditures (as hereinafter defined) paid before the issuance of such Obligations may be deemed “spent” for purposes of Sections 103 and 141 to 150 of the Code and therefore, not further subject to any other requirements or restrictions under those sections of the Code; and

**WHEREAS**, such Reimbursement Regulations require that an Issuer (as hereinafter defined) make a Declaration of Official Intent (as hereinafter defined) to reimburse any Capital Expenditure encumbered prior to the issuance of the Obligations intended to fund such Capital Expenditure and require that such Declaration of Official Intent be made no later than sixty (60) days after procurement of the Capital Expenditure and further require that any Reimbursement Allocation (as hereinafter defined) of the proceeds of such Obligations to reimburse such Capital Expenditures occur no later than eighteen (18) months after the later of the date the Capital Expenditure was paid or the date the property acquired with the Capital Expenditure was placed in service, except that any such Reimbursement Allocation must be made no later than three years after such Capital Expenditure was paid; and

**WHEREAS**, the Lexington-Fayette Urban County Government (the “Issuer”) wishes to ensure compliance with the Reimbursement Regulations;

**NOW, THEREFORE**, be it resolved by the Lexington-Fayette Urban County Council (the “Urban County Council”) of the Issuer that:

**SECTION 1. Definitions.**

The following definitions apply to the terms used herein:

“Allocation” means written evidence that proceeds of Obligations issued subsequent to the procurement of a Capital Expenditure are to reimburse the Issuer for such payments. “To allocate” means to make such an allocation.

“Capital Expenditure” means any expense for an item that is properly depreciable or amortizable or is otherwise treated as a capital expenditure for purposes of the Code, as well as any costs of issuing Reimbursement Bonds.

“Declaration of Official Intent” means a written declaration that the Issuer intends to fund Capital Expenditures with an issue of Reimbursement Bonds and reasonably expects to be reimbursed from the proceeds of such an issue.

“Issuer” means a governmental unit that is reasonably expected to issue the Obligations.

“Reimbursement” means the restoration to the Issuer of money temporarily advanced from other funds, including moneys borrowed from other sources, of the Issuer to pay for Capital Expenditures before the issuance of Obligations intended to fund such Capital Expenditures. “To reimburse” means to make such a restoration.

“Reimbursement Bonds” means Obligations that are issued to reimburse the Issuer for Capital Expenditures, and for certain other expenses permitted by the Reimbursement Regulations, previously paid by or for the Issuer.

“Reimbursement Regulations” means Treasury Regulation § 150-2 and any amendments thereto or superseding regulations, whether in proposed, temporary or final form, as applicable, prescribing conditions under which the proceeds of Obligations may be allocated to reimburse the Issuer for Capital Expenditures and certain other expenses paid prior to the issuance of the Obligations such that the proceeds of such Obligations will be treated as “spent” for purposes of Sections 103 and 141 to 150 of the Code.

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(b) The Capital Expenditures to be reimbursed are expenses associated with various capital improvement projects of the Lexington-Fayette Urban County Government, identified on *Exhibit A* attached hereto.

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The Issuer does not expect any other funds (including the money advanced to make the Capital Expenditures that are to be reimbursed), to be reserved, allocated on a long-term basis, or otherwise set aside by the Issuer or any other entity, with respect to the Capital Expenditures for the purposes described in Section 2(b).

**SECTION 4. Open Meeting.**

It is found and determined that all formal actions of this Urban County Council of the Issuer concerning and relating to the adoption of this resolution were adopted in an open meeting of this Urban County Council of the Issuer; and that all deliberations of this Urban County Council of the Issuer and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

**SECTION 5. Effective Date of Resolution.**

This Resolution shall become effective immediately upon the date of its passage.

[Remainder of page intentionally left blank]


**GIVEN FIRST READING** at a duly convened meeting of the Urban County Council of Lexington-Fayette Urban County Government on the 26<sup>th</sup> day of June, 2025.

**GIVEN SECOND READING, ENACTED AND ADOPTED** at a duly convened meeting of the Urban County Council of Lexington-Fayette Urban County Government on the 1<sup>st</sup> day of July, 2025.

Approved:  
**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**

By:   
Linda Gorton  
Mayor

**ATTEST:**

  
Abigail Allan  
Clerk  
Urban County Council

**CERTIFICATION**

I, the undersigned, do hereby certify that I am the duly qualified and acting Urban County Council Clerk of the Lexington-Fayette Urban County Government, and as such Urban County Council Clerk, I further certify that the foregoing is a true, correct and complete copy of a Resolution duly enacted by the Council of Lexington-Fayette Urban County Government at a duly convened meeting held on the 1st day of July, 2025, on the same occasion signed by the Mayor is evidence of her approval, and now in full force and effect, all as appears from the official records of Lexington-Fayette Urban County Government in my possession and under my control.

Witness my signature as of the 1st day of July, 2025.

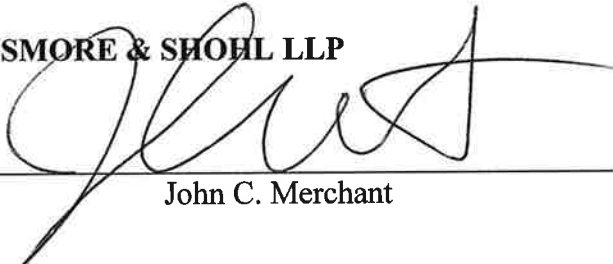


Abigail Allan  
Clerk  
Urban County Council

[SEAL]

**CERTIFICATE**

I do hereby certify that the title to this enactment contains an accurate synopsis of the contents thereof and may be used to satisfy the reading and publication requirements of law.

**DINSMORE & SHOHL LLP**  
  
John C. Merchant

**EXHIBIT A**  
**PROJECT DESCRIPTION**

<b>Project Description</b>	<b>Amount</b>
Sidewalk Connectivity Program	\$ 1,000,000.00
Paving/Maintenance/Crack Seal/Rejuvenation	5,500,000.00
ADA Ramps	1,000,000.00
Vehicle Replacement	3,200,000.00
EMS Equipment Replacement Plan	700,000.00
Training Academy Facility Design Phase	3,000,000.00
Fire Turnout Gear/Personal Protective Equipment	594,000.00
General Govt Fleet Replacement	1,600,000.00
Streets and Roads snow truck replacement	1,400,000.00
<b>Total</b>	<b>\$17,994,000.00</b>



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0582-25**

**File ID:** 0582-25

**Type:** Resolution

**Status:** Approved

**Version:** 1

**Contract #:** 187-2025

**In Control:** Urban County Council

**File Created:** 06/06/2025

**File Name:** Jubilee Jobs PSA

**Final Action:** 07/01/2025

**Title:** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Purchase of Service Agreement (PSA) with Jubilee Jobs of Lexington, Inc., pursuant to RFP #35-2024, to assist with the WORK-Lexington Program, at a cost not to exceed the sum of \$62,718.42. [Mayor's Office, Glasscock]

**Notes:** SAF in the CCO. Returned to Troy Black 7/2/2025. MS

**Sponsors:**

**Enactment Date:** 07/01/2025

**Attachments:** Blue Sheet Jubilee Jobs FY2026, PSA FY2026 Jubilee Jobs Signed, PSA Jubilee Jobs Exhibit D, PSA Jubilee Jobs Exhibit E, RESO 0582-25 FY26 EDP PSA Jubilee Jobs 4904-3431-3551 v.1.docx, R-311-2025, 187-2025 - 311-2025 - CONTRACT - 2025 - CLK - Contracts - 7-2-2025

**Enactment Number:** R-311-2025

**Deed #:**

**Hearing Date:**

**Drafter:** Troy Black

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	06/24/2025	Approved and Referred to Docket	Urban County Council	06/26/2025		Pass
1	Urban County Council	06/26/2025	Received First Reading	Urban County Council	07/01/2025		
1	Urban County Council	07/01/2025	Approved				Pass

### Text of Legislative File 0582-25

**Title**

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Purchase of Service Agreement (PSA) with Jubilee Jobs of Lexington, Inc., pursuant to RFP #35-2024, to assist with the WORK-Lexington Program, at a cost not to exceed the sum of \$62,718.42. [Mayor's Office, Glasscock]

**Summary**

Authorization to execute a Purchase of Services Agreement with economic development partner agency Jubilee Jobs to enhance and connect individuals with the WORK-Lexington program, at a cost of \$62,718.42 as approved by the Lexington Economic Development Investment Board for a term of July 1, 2025, to June 30, 2026. Funds are Budgeted. (L0582-25)(Glasscock/Atkins)

Budgetary Implications [select]: Yes

Advance Document Review:

**Law:** { Yes, Completed by [Evan Thompson, 6/6/2025]}

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

Fully Budgeted [select]: Yes

Account Number: 1101-900351-0001-71101

This Fiscal Year Impact: \$ 62,718.42

Annual Impact: NA

Project:

Activity:

Budget Reference:

Current Balance: fully Budgeted in 1101-900112



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

**FROM:** Kevin Atkins  
Chief Development Officer

**DATE:** June 6, 2025

**RE:** FY2026 Economic Development Partner PSA – Jubilee Jobs

**Request:**

Authorization to execute a Purchase of Services Agreement (PSA) with economic development partner agency Jubilee Jobs.

**Why are you requesting:**

The Lexington-Fayette Urban County Government (LFUCG) annually contracts with economic development partner agencies to provide economic development services for the government. The Lexington Economic Development Investment Board (EDIB) at their May 6, 2025, meeting approved contracting with Jubilee Jobs for a term of July 1, 2025, to June 30, 2026, for economic development services on behalf of LFUCG. LFUCG may terminate this agreement with a 30-day written notice. The organization can terminate this agreement with a 90-day written notice.

Jubilee Jobs in FY2026 will assist LFUCG with coordination and work to enhance and connect individuals with the WORK-Lexington program. The PSA is for the same services and dollar amount (\$62,718.42) provided during the current fiscal year (FY2025) and as awarded under RFP 35-2024 “Economic Development Partnership Services.”

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

The cost for FY2026 is: \$62,718.42

The cost for future FY is: N/A

**Are the funds budgeted?**

Yes  
Account Number: 1101-900351-0001-71101

**Director/Commissioner:**

Amy Glasscock/Kevin Atkins





**PURCHASE OF SERVICE AGREEMENT**

THIS PURCHASE OF SERVICE AGREEMENT, made and entered into on the \_\_\_\_\_ day of July 2025, 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 **JUBILEE JOBS OF LEXINGTON, INC.** , a Kentucky corporation, (“Organization”) with offices located at 535 W Second St., Ste. 205, Lexington, Kentucky 40508, with an effective date of July 1, 2025.

**WITNESSETH**

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
- D. Exhibit “D” – RFP #35-2024
- E. 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 Progress 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, 2025, 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 one (1) additional term of one (1) year, 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 the Organization a total amount not to exceed Sixty-Two Thousand and Seven Hundred and Eighteen Dollars and 42/100 Cents (\$62,718.42) ("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. The Funds shall be subject to and contingent upon the final approval by the Urban County Council of the Lexington-Fayette Urban County Government's Fiscal Year 2026 budget. 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 (1/4<sup>th</sup>) 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, accounting statement, and invoice shall lapse.

5. 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.

6. 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.

7. 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).

8. 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 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.

9. 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.

10. By no later than the tenth (10<sup>th</sup>) of the month following the end of each quarter (e.g.: Friday, October 10, 2025; Saturday, January 10, 2026; Friday, April 10, 2026; and Friday, July 10, 2026), the Organization shall submit electronically, a detailed accounting statement and a quarterly invoice, accompanied by receipts supporting the reimbursement request.

11. By no later than the tenth (10<sup>th</sup>) of the month following the end of each quarter (e.g.: Friday, October 10, 2025; Saturday, January 10, 2026; Friday, April 10, 2026; and Friday, July 10, 2026), the Organization shall submit electronically 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 May 31, 2026, Organization shall provide a Year-End Report electronically to the CDO.

12. 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 the final quarterly invoice with supporting documentation.

13. By March 31, 2026 Organization shall provide 1) an updated list of WORK-Lexington workforce partners and employers participating in hiring events at all WORK-

Lexington locations, and 2) Lexington/Fayette County workforce contacts, including entity name, the name of each entity's CEO/President, and the contact information of same.

14. 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.

15. 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. Upon notification of any such requirement for membership, this Agreement and Organization's services to Government shall automatically become void.

16. 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. 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.



17. 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, 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 Organization, or to constitute Organization an agent of the Government.

18. 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.

19. 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.

20. 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.

21. 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.

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

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

24. 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.

25. 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.

26. 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.

27. 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.

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

For Organization:

Jubilee Jobs of Lexington, Inc.  
535 W Second St., Ste. 205

Lexington, Kentucky 40508  
Att: Mason King, 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

JUBILEE JOBS OF LEXINGTON, INC.

BY: Peter Barr  
PETER BARR, CHAIR

ATTEST:

Lauren Marie Cambron  
WITNESS: Lauren Marie Cambron  
DATE: 5/21/2025

## EXHIBIT "A"

### Lexington/Fayette Urban County Government Addendum for Services Jubilee Jobs

#### SCOPE OF WORK – WORK - LEXINGTON

##### Local Contribution:

Jubilee Jobs will use these funds from Lexington-Fayette Urban County Government to perform the services as described in Exhibits D and E of this Agreement, which include, but are not limited to:

##### WORK-LEXINGTON

- 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](http://www.lexingtonky.gov/lexwork)) office(s), including on-site program coordination and support for the office(s).
- Coordinate with existing WORK-Lexington grant partners to provide access to workforce programming in various locations for residents of Lexington-Fayette County.
- Work with local employers and develop relationships with employers to help connect WORK-Lexington grant partners to potential jobs placement opportunities. Connect with employers weekly.
- Work with WORK-Lexington grant partners to promote workforce events related to both workforce training and placement.
- 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.
- Quarterly reports will be submitted to the Director of Business Engagement in the Office of the Chief Development Officer by the 10<sup>th</sup> of the first month after the quarter.
- An annual report will be submitted to the Director of Business Engagement in the Office of the Chief Development Officer by May 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.

## EXHIBIT "B"

### Lexington/Fayette Urban County Government Addendum for Services Jubilee Jobs

#### JUBILEE JOBS QUARTERLY QUESTIONNAIRE

##### 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

##### WORK-Lexington Orientations:

WORK-Lexington orientations held during the quarter:

Total attendance at WORK-Lexington orientations held during this quarter:

Average attendance at WORK-Lexington orientations held during this quarter:

##### Employer Engagement:

Employers engaged on behalf of WORK-Lexington during this quarter:

Names of employers

Weekly employer contact

##### Client Assistance:

WORK-Lexington clients assisted during this quarter:

Top barriers for clients

WORK-Lexington clients who secured employment this quarter:

WORK-Lexington enrollment for this quarter:

WORK-Lexington enrollment who received employment this quarter:

Types/Sectors of employment (collectively) clients received this quarter:

Job Type

Job Type

Job Type

**Marketing Efforts:**

WORK-Lexington social media post this quarter:

WORK-Lexington quarterly email newsletter submitted this quarter: (Yes/No)

Attach newsletter with this report

WORK-Lexington monthly community outreach activities conducted/held this quarter: Number

Please describe the activities that were conducted/held

Outreach – Hold Workshops, Job/resource Fairs throughout Lexington

**Referrals:**

Which partners did they refer to

How many referrals did they receive for Work Lexington

Who referred

**Career Edge:**

Registered in Career Edge

Completed Life skills modules

Completed professional skills modules

Created a resume



**EXHIBIT “C”**

Lexington/Fayette Urban County Government  
Addendum for Services  
Jubilee Jobs

**JUBILEE JOBS ANNUAL QUESTIONNAIRE**

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

Name Race Sex Years With Employer Years of Experience in Workforce Training

**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

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

Name Race Sex Years With Employer Years of Experience in Workforce Training

**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

**WORK-Lexington Orientations (July 1, 2025 – June 30, 2026):**

- WORK-Lexington orientations held during the year (Goal 3 Orientations per month):
- Total attendance at WORK-Lexington orientations held during the year:
- Average attendance at WORK-Lexington orientations held during the year:

**Employer Engagement (July 1, 2025 – June 30, 2026):**

- Employers engaged on behalf of WORK-Lexington during the year (Goal 2 per week):

**Client Assistance (July 1, 2025 – June 30, 2026):**

WORK-Lexington clients assisted during the year:

WORK-Lexington clients who secured employment during the year:

WORK-Lexington enrollment total during the year (Goal 500):

WORK-Lexington enrollment who received employment during the year (Goal 250):

Types of employment (collectively) clients received during the year:

Job Type

Job Type

Job Type

**Marketing Efforts:**

WORK-Lexington social media post during the year (Goal 3 per month):

WORK-Lexington Monthly email newsletters submitted the year (Goal 1 per quarter): Number

WORK-Lexington monthly community outreach activities conducted/held this year (Goal 1 per month):

Number held

Please describe the activities that were conducted/held

**Referrals:**

Number of referrals received:

Number of referrals to partners and which partners:

Names of partners referred to:

**Barriers:**

Top 5 barriers of clients

**EXHIBIT "D"**

Lexington/Fayette Urban County Government  
Addendum for Services  
Jubilee Jobs

**RFP #35-2024**

**EXHIBIT "E"**

Lexington/Fayette Urban County Government  
Addendum for Services  
Jubilee Jobs

**Jubilee Jobs of Lexington, Inc.  
RFP #235-2024 RESPONSE  
WORK PLAN**

4924-5281-4656, v. 1

**EXHIBIT "D"**

**Lexington/Fayette Urban County Government  
Addendum for Services  
Jubilee Jobs**

**RFP #35-2024**



# Lexington-Fayette Urban County Government

## Request for Proposals

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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
<b>Administrators</b>																	
<b>Professionals</b>																	
<b>Superintendents</b>																	
<b>Supervisors</b>																	
<b>Foremen</b>																	
<b>Technicians</b>																	
<b>Protective</b>																	
<b>Para-</b>																	
<b>Office/Clerical</b>																	
<b>Skilled Craft</b>																	
<b>Service/Maintena</b>																	
<b>Total:</b>																	

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](mailto: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 MWDBE 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 MWDBE 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](mailto: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 defined 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>)

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

<b>Project Name/ Contract #</b>	<b>Work Period/ From:</b> _____ <b>To:</b> _____
<b>Company Name:</b>	<b>Address:</b>
<b>Federal Tax ID:</b>	<b>Contact Person:</b>

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 MWDBE 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 MWDBE 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, safety 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**

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**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:

<b><u>Coverage</u></b>	<b><u>Limits</u></b>
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.

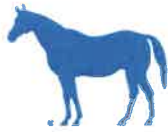
## Right to Review, Audit and Inspect

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 10<sup>th</sup> 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](http://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 31<sup>st</sup> 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 31<sup>st</sup> 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  
Jubilee Jobs

**Jubilee Jobs of Lexington, Inc.  
RFP #235-2024 RESPONSE  
WORK PLAN**

4924-5281-4656, v. 1





**JUBILEE JOBS**  
OF LEXINGTON

**RFP #35-2024 Economic Development Partnership Services**

**Jubilee Jobs of Lexington  
535 W Second St., Ste. 205  
Lexington, KY 40508**

**Grant Proposal for Sections 2.9 & 2.10**

# **RFP #35-2024 Economic Development Partnership Services**

## **Jubilee Jobs of Lexington**

### **Grant Proposal for Sections 2.9 & 2.10**

#### **2.9 WORK-Lexington**

##### **Description of Knowledge and Understanding of Lexington-Fayette County**

Jubilee Jobs of Lexington has been a cornerstone in the Central Kentucky community since 2009, focusing on helping disadvantaged individuals secure stable, long-term employment. Our deep engagement with the local community has provided us with a thorough understanding of the economic landscape of Lexington-Fayette County, including the key industries, workforce demographics, and the unique challenges faced by the local population. In 2023 alone, Jubilee Jobs placed over 500 individuals at 184 distinct employers, evidencing our robust engagement of Lexington businesses. Furthermore, our program enjoys great collaboration with nonprofit organizations that help in addressing the co-occurring issues many of our clients face that affect their ability to obtain and maintain dignified employment. Our programs aim to bridge the gap between job seekers and Lexington's industries, addressing barriers such as criminal backgrounds, substance use disorders, and limited education.

##### **WORK-Lexington Program Work Plan**

To accomplish the goals outlined in the Request for Proposal (RFP), Jubilee Jobs of Lexington has developed a comprehensive work program for the WORK-Lexington initiative. This program is designed to enhance client participation at the Charles Young Center, Davis Park Workforce Center, and other satellite sites in Fayette County. Our approach focuses on engaging individuals in recovery from substance use disorders and those with criminal backgrounds, leveraging our extensive experience and community connections.

##### **Our Approach:**

Jubilee Jobs of Lexington will enhance the WORK-Lexington program by strategically engaging individuals in recovery and those with criminal backgrounds, integrating services with local partners, expanding employer networks, promoting workforce events, and implementing a robust marketing plan to increase client participation and employment outcomes in Fayette County.

##### **Engagement and Recruitment:**

To effectively engage our target demographic, we will develop and implement targeted outreach strategies. This includes regular visits to sober living and treatment facilities, where we will provide information sessions about the WORK-Lexington program. Additionally, we will utilize our established connections with the Fayette County Detention Center (FCDC) and regional prisons to reach individuals preparing for reentry into the workforce. By collaborating with these institutions, we can identify potential participants early and integrate them into our program as part of their reentry plan.

##### **Service Integration:**

A key component of our method involves close collaboration with the LFUCG Community Reentry Advocate housed at the Davis Park Workforce Center. This partnership ensures that our services are seamlessly integrated, providing a comprehensive support system for

participants. We will coordinate multiple monthly orientations at the Workforce Centers, where WORK-Lexington funded agencies can co-locate to offer a one-stop-shop for those seeking assistance. We will leverage our strong working relationships with dozens of treatment facilities to conduct the program orientations at the WORK-Lexington sites to increase foot traffic and engage with WORK-Lexington funded partners. This collaborative approach not only streamlines service delivery but also increases participant engagement by providing easy access to a range of resources.

**Employer Network Expansion:**

Building on our existing relationships with 184 distinct Kentucky employers who hired Jubilee Jobs clients in 2023, we will expand our employer network. By fostering deeper connections and engaging new employers, we aim to increase job placement opportunities for our participants. Collaborative efforts with other organizations will amplify our impact, ensuring that more employers are aware of the benefits of hiring through the WORK-Lexington program.

**Coordination and On-Site Support:**

To assist the Office of the Chief Development Officer, Jubilee Jobs will enhance day-to-day operations at WORK-Lexington offices, facilitating participant engagement, and ensuring smooth collaboration among different service providers. Our staff will be dedicated to enhancing the efficiency and effectiveness of the WORK-Lexington program through intentional coordination and oversight.

**Coordination with Grant Partners:**

Jubilee Jobs will actively coordinate with funded WORK-Lexington grant partners to provide residents with access to workforce programming across various locations in Lexington-Fayette County. This includes scheduling joint workshops, sharing resources, and co-hosting events that aim to maximize the reach and impact of our collective efforts.

**Job Placement Opportunities:**

We will work closely with local employers to connect them with WORK-Lexington grant partners, facilitating potential job placements for our participants. Through regular employer engagement activities, such as networking events and job fairs, we will ensure that participants have ample opportunities to secure meaningful employment.

**Promotion of Workforce Events:**

Jubilee Jobs will collaborate with WORK-Lexington grant partners to promote workforce events related to both training and placement. This includes organizing and publicizing job fairs, training sessions, and other relevant events. By leveraging our extensive community networks and outreach capabilities, we will enhance the visibility and attendance of these events.

**Marketing Plan Implementation:**

A comprehensive marketing plan will be developed and implemented to promote the WORK-Lexington program and its locations. This plan will include social media campaigns, email newsletters, community bulletin postings, and collaboration with local media outlets to raise awareness and encourage participation. Our goal is to ensure that all Lexington residents are informed about the resources available through the WORK-Lexington program.

## **Program Goals, Targets, and Success Criteria:**

1. **Orientation Schedules:** Weekly schedules for orientation sessions at WORK-Lexington sites, co-locating multiple agencies to provide a one-stop-shop for participants.  
**Target:** Conduct no fewer than 3 orientations per month at a WORK-Lexington site.
2. **Employer Engagement Reports:** Detailed reports tracking interactions with employers, job placements secured, and feedback from both employers and participants.  
**Target:** Engage and document interactions with no fewer than 2 employers per week and assist 250 clients with securing employment through WORK-Lexington site participation within the first 12 months of the program.
3. **Participant Enrollment Data:** Records of participant demographics, enrollment numbers, and engagement levels throughout the program.  
**Target:** Engage 500 participants through WORK-Lexington events over the calendar year, enroll 250 participants in employment programming, and secure 250 job placements through the WORK-Lexington program.
4. **Marketing Campaigns:** Documentation of marketing efforts, including social media campaigns, email newsletters, and community outreach activities promoting the WORK-Lexington program.  
**Target:** Implement a marketing campaign that includes no fewer than 3 social media posts per month, a quarterly email newsletter, and monthly community outreach activities to promote the WORK-Lexington program.
5. **Annual Reports:** Comprehensive annual reports submitted to the Director of Business Engagement, detailing program activities, outcomes, challenges, and recommendations for improvement.  
**Target:** Submit quarterly progress reports detailing outcomes and activities. Submit a comprehensive annual report detailing grant outcomes and successes.
6. **Participant Success Stories:** Case studies and testimonials highlighting individual participant achievements and the impact of the WORK-Lexington program on their lives.  
**Target:** Identify and record no fewer than 4 client success stories for distribution in quarterly newsletters, reporting and social media campaigns.
7. **Service Integration Documentation:** Records of coordination efforts with the LFUCG Community Reentry Advocate and other partners, including integration processes and service delivery improvements.  
**Target:** Document and review coordination efforts with the LFUCG Community Reentry Advocate and other partners on a quarterly basis, including detailed records of integration processes and service delivery improvements, with a summary report produced annually.
8. **Event Summaries:** Summaries of workforce events, such as job fairs and training sessions, including attendance figures, participant feedback, and overall impact assessments.  
**Target:** Conduct no fewer than 6 workforce events within a 12-month calendar period and provide detailed summaries of each event, including attendance figures, participant feedback, and overall impact assessments.

## **Non-LFUCG Funding Sources:**

To complement the LFUCG funding request, Jubilee Jobs of Lexington will leverage the following private and non-LFUCG sources:

- United Way of the Bluegrass: \$15,000

- PNC Foundation: \$7,500
- Truist Bank: \$3,500

In order to broaden the program, Jubilee Jobs will leverage \$26,000 in additional non-LFUCG funding to amplify WORK-Lexington's impact. Thereby employing \$101,000 in funding to ensure successful implementation of this initiative. This equates to Jubilee Jobs providing a match of over 25% to expand the impact of this project.

**LFUCG-Funding 2022-2024:**

**2022:**

- Neighborhood Development Funds: \$1,000
- Community Development Block Grant: \$20,000
- Workforce Development Grant: \$50,000

**2023:**

- BFREE IDs Grant: \$500
- Workforce Development Grant: \$68,750
- Second Chance Academy Grant: \$75,000

**2024:**

- BFREE IDs Grant: \$1,000
- Neighborhood Development Funds: \$1,300

All goals for LFUCG-funded programs were accomplished or exceeded, demonstrating Jubilee Jobs of Lexington's commitment to effective service delivery and positive outcomes for the community. This includes meeting or surpassing targets for participant engagement, job placements, employer partnerships, and program impact assessments, ensuring robust and impactful contributions to Fayette County's economic development.

**Total Proposed Project Budget for 2.9 & 2.10 - \$150,000**

**Proposed 2.9 WORK-Lexington Budget**

**Total 2.9 Project Budget Requested: \$75,000**

- Advertising and Promotion - \$5,000
- Computer and Internet Expenses - \$500
- Restricted Grant Expenditures-Client Needs - \$500
- Special Events (Job Fairs, Employer Events, Upskilling, etc.) - \$2,500
- Insurance Expense - \$750
- Meals - \$500
- Move Up Meetings - \$750
- Office Supplies - \$1,000
- Payroll Expenses - \$50,000
- Health Insurance - \$5,000
- Postage & Delivery - \$500
- Rent Expense - \$5,000
- Telephone Expense - \$1,500
- Travel Expense - \$1,500

\*Agency budget with proposed project budgets included in Exhibit 1

## History of Organization and Statement of Qualifications

### Key Personnel

#### Natalie Collins, Project Manager

- **Role:** Project Lead for WORK-Lexington
- **Time Commitment:** 75% of weekly work hours will be dedicated to this project.

#### Mason King, CEO

- **Role:** Oversight and Strategic Direction
- **Time Commitment:** 10% of weekly work hours dedicated to this project.

### Individual Information

#### Natalie Collins

- **Resume:** Resume Attached at end of proposal. *Exhibit 1.1*
- **Job Description:** As Project Manager, Natalie Collins will oversee the implementation and coordination of the WORK-Lexington program. Her responsibilities include managing outreach and engagement efforts, coordinating with partner organizations, facilitating participant orientation sessions, and expanding the employer network.
- **Job Function:** Natalie will ensure the seamless integration of enhanced programming into the current WORK-Lexington framework. She will oversee all aspects of project execution, including participant recruitment, service delivery, and employer engagement.

#### Mason King

- **Resume:** Resume Attached at end of proposal. *Exhibit 1.2*
- **Job Description:** As CEO, Mason King provides strategic leadership and oversight for all Jubilee Jobs programs. His responsibilities include overall program management, financial oversight, human resources, and development operations.
- **Job Function:** Mason will provide strategic direction and high-level oversight for the WORK-Lexington program, ensuring that the project aligns with Jubilee Jobs' mission and goals and integrating existing and novel programs into WORK-Lexington to enhance program outcomes.

### Qualifications of Key Staff

**Natalie Collins** has been the primary representative for WORK-Lexington at Jubilee Jobs for the past two years. Her familiarity with the program's current design and its benefits and drawbacks positions her well to lead the integration of enhanced programming. As a University of Kentucky alum, she brings a wealth of knowledge in communications and social media engagement, essential for promoting the program effectively. She has managed and created content for all organizational social media accounts, increasing engagement and follower growth. Natalie has designed and produced marketing materials, maintained the organization's website, and spearheaded the "Innovate to Elevate" program, aimed at preparing high school students in Fayette County for workforce entry. Her

robust network of employers and non-profit organizations in the region will be invaluable in expanding partnerships and securing job placements for participants.

**Mason King** has been leading Jubilee Jobs of Lexington as the CEO since 2022. Under his leadership, the organization has significantly expanded its reach and impact, serving over 500 clients annually. Mason oversees all programming, financing, human resources, and development operations. In his tenure, the program budget and revenue have tripled, and the number of clients served has doubled. He has launched critical new programs, including the innovative Second Chance Academy, a successful initiative established by the LFUCG Mayor's Office that supports long-term re-entry for inmates from the Fayette County Detention Center (FCDC). Mason holds an MBA from the University of South Carolina, Aiken School of Business, and a Bachelor of Arts in Political Science and Spanish from the University of Kentucky, providing a strong foundation in nonprofit management and community engagement.

### **Organizational Suitability**

Jubilee Jobs of Lexington is uniquely positioned to execute this project on behalf of LFUCG due to our long-standing commitment to workforce development and our proven track record of success. Since 2009, we have helped thousands of individuals overcome significant barriers to employment and secure stable, long-term jobs. Our comprehensive seven-step program not only focuses on job placement but also on the personal and professional growth of our participants, ensuring they are equipped with the skills and confidence needed to thrive in their careers. Our deep-rooted connections within the community, including relationships with local employers, treatment facilities, and nonprofit partners, enable us to deliver tailored and impactful services.

### **Success in Similar Programs**

Jubilee Jobs has a history of exceeding goals and outcomes for various workforce development initiatives. In our Workforce Development Grant, which included participation in the WORK-Lexington program, we have consistently surpassed grant targets each year. Most recently, our success led to additional mid-year funding to expand our program goals and services. This track record of achievement underscores our capability to manage and enhance the WORK-Lexington program effectively, ensuring positive outcomes for participants and the broader community.

By leveraging the expertise and experience of our dedicated staff, particularly Natalie Collins and Mason King, and building on our history of successful program implementation, Jubilee Jobs of Lexington is confident in our ability to deliver exceptional results for the WORK-Lexington program.

Attached, please see **Exhibits 2.9.1 to 2.9.6** evidencing some of Jubilee Jobs supplementary work products.

## **2.10 TALENT AND WORKFORCE DEVELOPMENT**

### **Description of Knowledge and Understanding of Lexington-Fayette County**

Jubilee Jobs of Lexington has been a leading workforce development nonprofit in Central Kentucky since 2009, with a deep understanding of the Fayette County economy, characterized by its diverse mix of industries such as healthcare, education, manufacturing, and services. Our innovative programs, like "Innovate to Elevate" and "Bright Futures Employment Program," specifically target high school and young-adult job seekers, providing comprehensive job readiness training and immersive career exploration experiences using advanced tools such as virtual reality technology.

These programs bridge the gap between education and employment, ensuring that participants gain practical experience and build professional networks. Our extensive experience and proven success in engaging this demographic uniquely position us to effectively contribute to the Talent and Workforce Development component of LFUCG's economic development strategy, fostering a skilled and resilient workforce to support the region's continued growth and prosperity.

### **Talent and Workforce Development Work Plan**

The Talent and Workforce Development initiative aims to enhance workforce development in Lexington by partnering with local educational institutions and employers to create pathways to employment for high school and college students, focusing particularly on those facing significant barriers to employment. This program will be implemented in four phases, ensuring comprehensive outreach, engagement, program delivery, and evaluation.

#### *Phase 1: Initial Setup*

In the initial setup phase, Jubilee Jobs will establish a coordination team led by a specialized Job Counselor focusing solely on clients aged 16-26 years, with strategic oversight from CEO Mason King. We will develop detailed outreach and engagement plans tailored to the unique needs of Fayette County. Our approach will include identifying and initiating partnerships with colleges, universities, high schools, and local employers to form a robust network supporting the program

#### *Phase 2: Outreach and Engagement*

During the outreach and engagement phase, Jubilee Jobs will conduct strategic meetings and workshops with college and university, FCPS and other educational and workforce development leadership to align our workforce development strategies with institutional goals. Engagement strategies will be implemented to connect upper-level college students with employment opportunities and internships. Additionally, we will organize career fairs and networking events for high school students, collaborating closely with Fayette County Public Schools and local nonprofit partners. Our efforts will ensure robust participation from educational institutions and local businesses. Deliverables for this phase will include detailed reports on outreach activities and partnership meetings, showcasing our proactive engagement and collaboration efforts.

#### *Phase 3: Program Implementation*

In the program implementation phase, Jubilee Jobs will facilitate internships and job placements for college and high school students, focusing on those facing significant barriers to employment. We will provide comprehensive job readiness training, including resume building, interview preparation, and job search strategies, ensuring that participants are well-equipped to succeed in the workforce. Continuous monitoring and support will be offered to participants to ensure successful outcomes. Deliverables for this phase will include quarterly reports on student participation and program outcomes, along with detailed documentation of training sessions and materials used. This phase will leverage our experience from successful programs like "Innovate to Elevate" and "Bright Futures Employment Program."

#### *Phase 4: Evaluation and Reporting*

The final phase, evaluation, and reporting, will involve collecting and analyzing data on program impact, including feedback from students and employers. Jubilee Jobs will prepare and submit an annual report detailing program activities, outcomes, and recommendations for improvement to the LFUCG. Deliverables for this phase will include an annual report with a comprehensive program evaluation and presentation materials.



## **Program Goals, Targets, and Success Criteria:**

### ***Launch Family Learning Community Hubs:***

- Partner with and assist Fayette County Public Schools in launching Family Learning Community Hubs.
- Develop hubs emphasizing workforce development support for students and their families.
- Integrate workforce development curriculum and career exposure in these hubs.

**Target:** In partnership with Fayette County Public Schools, successfully integrate Jubilee Jobs workforce curriculum into the FCPS Family Learning Community Hubs, integrating job readiness and career exposure curriculum and comprehensive employment support.

### ***Workforce Readiness Programming:***

- Enhance workforce development services and provide materials, curriculum, experiential learning, or training participants aged 16-26.
- Conduct job workshops covering interview preparation and conflict resolution, and integration of Jubilee Jobs seven-step jobs program.

**Target:** Enroll 125 participants in the program and distribute educational resources to an additional 300 students. Achieve a 70% completion rate of the seven-step jobs program among enrolled participants.

### ***Individual Assistance:***

- Provide one-on-one job counseling, including resume building, job application assistance, mock interviews, and cover letter development.

**Target:** Ensure 70% of participants complete these individual assistance components.

### ***Increase Participation in Experiential Learning:***

- Provide internships, apprenticeships, career simulations, employment or shadowing opportunities to participants.
- Programming and experiential learning will be informed by both leading experts in Central Kentucky's educational sector and business world, while ensuring that student feedback keeps the programs student centric but industry informed.

**Target:** Enroll at least 60% of participants in experiential learning opportunities or employment.

### ***Financial Literacy and Job Preparation in Financial Sector:***

- Integrate financial literacy education in partnership with Leadership Lexington's "LitLex" initiative.
- Organize and conduct a financial literacy seminar with Dunbar Junior and Seniors to educate the students on fundamentals of financial literacy.
- Equip participants with financial knowledge to empower informed decision-making and long-term economic stability.
- Prepare students for jobs in the financial sector.

**Target:** In collaboration with Junior Achievement and LitLex, organize and conduct a financial literacy seminar for the junior and senior class of Dunbar High School.

### ***Expand Technology Exposure and Integration:***

- Utilize virtual reality technology and other modern tools to provide career exploration experiences, aiming for a 5% increase in student comfort with technology.
- Embracing the digital age, we will incorporate state-of-the-art virtual reality technology, leveraging Transfr's innovative software, to offer participants virtual exposure to over 35 distinct careers. This integration aims to provide a unique, immersive perspective on potential professions, ensuring students remain at the forefront of technological advancements in job preparedness.
- To measure outcomes on technology exposure and integration, Jubilee Jobs will utilize the exceptional data gathering and analytics tools available via Transfr's platform. Transfr has a proven track record of positive outcomes with students that utilize its career exploration simulations. For example, in 2021, West Alabama Works (WAW) exposed over 1,100 students to Transfr's career exploration simulations during a four-week program, which resulted in an 18% increase in CTE enrollment using only 10 Transfr VR headsets. In another study at Coastal Bend College in Texas, 83% of students chose a career path, and 39% felt more comfortable with their career pathway choices.

**Target:** Achieve a 5% increase in student comfort with technology through pre- and post-assessments.

### ***Community Engagement:***

- Engage families, educators, and local leaders to create a supportive environment for students.
- Develop and implement a Community Youth Workforce Conference to extend reach and promote educational advancements.

**Target:** Develop and implement a Community Youth Workforce Conference to extend reach and promote educational advancements.

### ***Resource Connection Website Launch:***

- Goal: Develop and launch a comprehensive online platform integrated into the Jubilee Jobs website to provide critical life skills and supportive service connection to promote academic and professional enrichment and employment attainment and upward mobility.

**Target:** Create a fully functioning website during the grant period that serves as a resourcing hub for young people aged 16-26, providing life skills education and critical wraparound resources for job attainment and retention. The website will offer guidance on topics surround life and soft skills, while also connecting users to job readiness training and employment resources.

This structured approach will ensure that Jubilee Jobs can effectively implement the Talent and Workforce Development initiative, fostering a skilled and resilient workforce that supports the continued growth and prosperity of Fayette County.

### **Sources of Non-LFUCG Funding:**

To ensure resounding success for this Talent and Workforce Development initiative, Jubilee Jobs will deploy \$250,000 in earmarked funding. To complement the requested \$75,000 of LFUCG funding for

the Talent and Workforce Development project, Jubilee Jobs of Lexington has secured additional funding from private sources to support the initiative:

- Walton Foundation: \$125,000 for high school workforce programming.
- Taco Bell Foundation: \$50,000 for workforce programming for individuals aged 16-26.

Funding & Percentage Breakdown:

- Non-LFUCG Funding:  $(\$175,000 / \$250,000) * 100 = 70\%$  program non-LFUCG Funded
- LFUCG Funding:  $(\$75,000 / \$250,000) * 100 = 30\%$  program LFUCG Funded

**LFUCG-Funding 2022-2024:**

2022:

- Neighborhood Development Funds: \$1,000
- Community Development Block Grant: \$20,000
- Workforce Development Grant: \$50,000

2023:

- BFREE IDs Grant: \$500
- Workforce Development Grant: \$68,750
- Second Chance Academy Grant: \$75,000

2024:

- BFREE IDs Grant: \$1,000
- Neighborhood Development Funds: \$1,300

All goals for LFUCG-funded programs were accomplished or exceeded, demonstrating Jubilee Jobs of Lexington's commitment to effective service delivery and positive outcomes for the community. This includes meeting or surpassing targets for participant engagement, job placements, employer partnerships, and program impact assessments, ensuring robust and impactful contributions to Fayette County's economic development.

## **Proposed 2.10 Talent & Workforce Development Project Budget**

**Total 2.10 Project Budget Requested: \$75,000**

Advertising and Promotion - \$2,500  
Computer and Internet Expenses - \$1,500  
Continuing Education - \$1,000  
Restricted Grant Expenditures-Client Needs - \$1,000  
Simulations and Field Trips - \$1,500  
Insurance Expense - \$1,500  
Meals - \$500  
Office Supplies - \$1,500  
Payroll Expenses - \$50,000  
Health Insurance - \$6,000  
Rent Expense - \$5,000  
Telephone Expense - \$1,500  
Travel Expense - \$1,500

\*Agency budget with proposed project budgets included in Exhibit 1

## History of Organization and Statement of Qualifications

### Key Personnel

- **Ronald Delgado, Specialized Job Counselor**
  - **Role:** Program Lead for Talent and Workforce Development
  - **Time Commitment:** 95% of weekly work hours are dedicated to this project.
- **Natalie Collins, Project Manager**
  - **Role:** Oversight and Strategic Direction
  - **Time Commitment:** 10% of weekly work hours dedicated to this project.
- **Mason King, CEO**
  - **Role:** Oversight and Strategic Direction
  - **Time Commitment:** 5% of weekly work hours are dedicated to this project.

### Individual Information

- **Ronald Delgado**
  - **Resume:** Resume Attached at end of proposal. *Exhibit 1.3*
  - **Job Description:** As the Specialized Job Counselor, Ronald Delgado will lead the Talent and Workforce Development initiative, focusing on providing direct services to clients aged 16-26. His responsibilities include developing and delivering workforce development curriculum, facilitating career exposure activities, and providing one-on-one job counseling.
  - **Job Function:** Ronald will oversee the implementation of job readiness training, internship and job placement facilitation, and financial literacy education. He will coordinate with educational institutions and local employers to ensure the successful integration of the program components.
- **Natalie Collins**
  - **Resume:** Resume Attached at end of proposal. *Exhibit 1.1*
  - **Job Description:** As Project Manager, Natalie Collins will provide strategic oversight and support for the Talent and Workforce Development program. Her responsibilities include overseeing outreach and engagement efforts, in collaboration with WORK-Lexington initiatives, coordinating with partner organizations, and ensuring the overall effectiveness of the program.
  - **Job Function:** Natalie will support Ronald in developing and delivering program components, tracking progress, and reporting outcomes.
- **Mason King**

- **Resume:** Resume Attached at end of proposal. *Exhibit 1.2*
- **Job Description:** As CEO, Mason King provides strategic leadership and oversight for all Jubilee Jobs programs. His responsibilities include overall program management, financial oversight, human resources, and development operations and cross-programmatic integration.
- **Job Function:** Mason will provide high-level strategic direction and support to ensure the program aligns with Jubilee Jobs' mission and goals and are integrated with complementary programming.

### **Qualifications of Key Staff**

**Ronald Delgado** brings a wealth of experience and a diverse skill set to the Talent and Workforce Development program. He is bilingual with native fluency in Spanish, which will be invaluable in reaching and assisting a broader demographic. Ronald has extensive experience working with students, having served in roles such as a volunteer tutor at the Carnegie Center for Literacy and Learning, where he developed tutoring plans and provided counseling to students. His leadership roles at Northern Kentucky University, including Interim President of the Inter-Fraternity Council and Vice-President of Finance for Sigma Phi Epsilon Fraternity, demonstrate his strong organizational and communication skills. Ronald's ability to manage large-scale projects and his background in political science, business administration, and communications make him exceptionally qualified to lead this initiative.

*Natalie Collins & Mason King's competencies are referenced in Section 2.9*

### **Organizational Suitability and Past Programmatic Success**

Jubilee Jobs of Lexington is uniquely positioned to execute this project on behalf of LFUCG due to our successful implementation of innovative workforce development programs and our proven track record of impactful community engagement. One of our standout initiatives is the "Innovate to Elevate" program, a collaborative effort between Commerce Lexington, Black Male Working Academy, and Transfr. This program garnered a \$500,000 investment from the Walton Foundation, significantly enhancing workforce programming in Fayette County. The program already boasts a first-in-the-nation youth Chamber of Commerce Trip, virtual reality career exploration, and workforce development initiatives for Fayette County students. Additionally, our "Broadened Horizons" program, funded by the Taco Bell Foundation, targets individuals aged 16-26. The success of this program in 2023 led to an increase in funding from \$25,000 to \$50,000 for 2024, underscoring our capability to deliver effective and scalable workforce development solutions, and garner expanded sustainable funding. These accomplishments demonstrate our ability to manage and enhance workforce initiatives, ensuring positive outcomes for participants and contributing to the economic growth of Fayette County.

# Supplemental Exhibits

Exhibit 1.0

LFUCG Economic Development Partnership Services - Grant Budget			
Revenue	2024	2024	2024
	Agency Budget	2.9 WORK-LEXINGTON PROJECT BUDGET	2024 TALENT AND WORKFORCE DEVELOPMENT PROJECT BUDGET
42000 - Employee Retention Credit	2,552.00		
43000 - Contributions			
43000.2 - Fundraiser - 2024 NCF Credit Card Gifts	8,500.00		
43000.3 - Fundraiser - Sponsors			
43000.4 - Fundraiser - Event	190,000.00		
43000 - Contributions - Other	35,000.00		
	236,052.00		
44000 - Interest Income	23,500.00		
46000.1 Grants restricted**	362,531.00	75,000.00	75,000.00
46000 - Grants - other			
	386,031.00		
<b>Total Revenue</b>	<b>622,083.00</b>	<b>75,000.00</b>	<b>75,000.00</b>
Cost of Goods Sold			
68500 Contracted Services	-		
<b>Gross Revenue</b>	<b>622,083.00</b>	<b>150,000.00</b>	
<b>Expense</b>			
60000 - Advertising and Promotion	16,000.00	5,000.00	2,500.00
60400 - Bank Service Charges	100.00		
61000 - Business Licenses and Permits	50.00		
61300 - Donations (BGCFC Goodgiving Challenge 2024)	500.00		
61700 - Computer and Internet Expenses	16,000.00	500.00	1,500.00
61800 - Office Refit (Covered by Insurance)	-		
62000 - Continuing Education	3,000.00		1,000.00
62500 - Dues and Subscriptions	5,000.00		
<b>Total 60000-62500</b>	<b>40,650.00</b>	<b>5,500.00</b>	<b>5,000.00</b>
62700.1 - Restricted Grant Expenditures-Client Needs	13,000.00	500.00	1,000.00
62800 - Client Transportation Assist. (Restricted)	6,000.00		
<b>Total 62700.1 - 62800</b>	<b>19,000.00</b>	<b>500.00</b>	<b>1,000.00</b>
63000.1 - Special Events	5,000.00	2,500.00	
63000.2 - Simulations and Field Trips	3,500.00		1,500.00
63000 - Fundraiser - Celebration	40,000.00		
<b>Total 63000</b>	<b>48,500.00</b>	<b>2,500.00</b>	<b>1,500.00</b>
63300 - Insurance Expense			
63310 - General Liability Insurance	1,800.00	250.00	500.00
63360 - Professional Liability	1,000.00	250.00	500.00
63380 - Worker's Compensation	600.00	250.00	500.00
63360 - Insurance Expense - Other	250.00		
	3,650.00	750.00	1,500.00
63600 - Legal			
64300 - Meals	1,500.00	500.00	500.00
64400 - Board Meetings	2,000.00		
64800 - Move Up Meetings	1,600.00	750.00	
64900 - Office Supplies	4,500.00	1,000.00	1,500.00
66000 - Payroll Expenses	378,468.00	50,000.00	50,000.00
66100 - Health Insurance	51,732.00	5,000.00	6,000.00
66150 - Employer HSA/IRA Contribution	5,500.00		
66500 - Postage and Delivery	600.00	500.00	
66700 - Professional Fees	4,000.00		
66900 - Longevity Recognition Program	2,500.00		
67100 - Rent Expense	30,990.00	5,000.00	5,000.00
67200 - Repairs and Maintenance			
68100 - Telephone Expense (Cell Phone)	4,100.00	1,500.00	1,500.00
68400 - Travel Expense (Mileage)	11,000.00	1,500.00	1,500.00
68700 - Flowers and Gifts	4,000.00		
89000 - Taxes			
<b>Total =63500-69000</b>	<b>\$ 502,490.00</b>	<b>\$ 65,750.00</b>	<b>\$ 66,000.00</b>
<b>Total Expense</b>	<b>\$ 614,290.00</b>	<b>\$ 75,000.00</b>	<b>\$ 75,000.00</b>
End of year reserve	\$ 7,793.00		

# NC / NATALIE COLLINS

E: nataliecollins3600@gmail.com | (859) 559-8251 | A: Lexington, KY 40515

## WORK HISTORY

### Jubilee Jobs Of Lexington - Project Manager

Lexington, KY

07/2022 - Current

- Managed and created content for all organizational social media accounts, increasing engagement and follower growth across platforms.
- Designed and produced marketing materials, including brochures, flyers, and promotional products, to effectively communicate the organization's mission and programs.
- Maintained and updated the organization's website, ensuring content was current, relevant, and user-friendly.
- Provided one-on-one job counseling to clients, offering guidance on resume building, interview preparation, and job search strategies.
- Spearheaded the "Innovate to Elevate" program, aimed at preparing high school students in Fayette County for workforce entry.

### Baptist Health Medical Group - Patient Access Coordinator

Lexington, KY

10/2019 - 06/2021

- Assisted patients in finding new primary care providers, facilitating smooth transitions and continuity of care.
- Coordinated and managed patient referrals to specialists and other healthcare providers, ensuring timely and accurate follow-up.
- Processed medication refill requests, collaborating with healthcare providers to ensure timely patient access to necessary medications.
- Accurately inputted and maintained patient demographic information in EPIC, the electronic health record (EHR) system, ensuring data integrity and confidentiality.
- Efficiently scheduled patient appointments, ensuring optimal use of available resources and reducing wait times for patients.

### Sun Tan City - Lead Key Holder

Lexington, KY

07/2016 - 11/2018

- Assisted with inventory control, including ordering, receiving, and organizing products to maintain optimal stock levels and reduce shrinkage.

## EDUCATION

### University of Kentucky

05/2019

#### Bachelor of Public Health

- Dean's List Fall 2015 - Spring 2019
- Cumulative GPA of 3.9
- Elected to the Operations Committee for Kappa Alpha Theta in 2018

### Lexington Christian Academy

Lexington, KY

05/2015

#### High School Diploma

- Member of National Honor Society, Beta Club, and Mu Alpha Theta
- Recipient of the English 12, Chemistry, Pre-Calculus, Calculus, Photography, and Microbiology Awards

## VOLUNTEER EXPERIENCE

### Colombia Mission Team Coordinator (July 2019 & June 2024)

- Coordinated community response to individual financial or material needs.
- Carried much needed food and personal supplies to impoverished communities in Cali, Colombia.

### PepperPointe Management Marketing Intern (August 2017)

- Performed market analysis and researched latest trends.
- Took detailed notes of progress, processes and industry details to better understand marketing and company protocols.
- Generated reports detailing campaign performance, customer engagement and trends.

- Managed staff schedules to ensure adequate coverage during all shifts, optimizing productivity and maintaining a high level of customer service.
- Performed daily cleaning tasks and monthly deep cleans to maintain a pristine and inviting environment for customers.
- Consistently met or exceeded sales goals through effective customer service, product knowledge, and sales strategies.
- Trained new hires on company policies, procedures, and sales techniques, ensuring they were well-prepared to meet performance standards.

## **ADDITIONAL INFORMATION**

### **Sode-Zo Center & CRAVE Recovery Intern (July 2021 - Present)**

- Promoted family stabilization through direct service.
- Promoted persons in recovery pursuit of higher education.
- Helped resource recovery community with adult learning, economic stability, and social services.
- Conducted community outreach and service to multiple non-profit organizations (i.e., Revive Life House & Refuge for Women) within the community.

### **Lexington Humane Society Volunteer (September 2015 - August 2016)**

- Kept cages, kennels, play yards and grooming areas neat and clean.
- Supported animal wellbeing by caring for both physical and mental health needs through strategies such as regular exercise.
- Cared for animals by feeding and bathing, taking dogs for walks, cleaning litter boxes and supervising playtime.

### **University of Kentucky Chandler Hospital Volunteer (May 2014 - July 2014)**

- Organized and compiled electronic data management.
- Facilitated consumer relations.

## **SKILLS**

**Project Planning & Management**

**Verbal & Written Communication**

**Stakeholder Engagement**

**Problem Solving & Decision Making**

**Client Rapport**

**Attention to Detail**

**Creativity & Innovation**

**Team Collaboration**



## MASON T. KING, MBA

HONORS AND  
RECOGNITION**TODD L. DAUGHTERY AWARD FOR OUTSTANDING & UNIQUE CONTRIBUTIONS TO THE POLITICAL SCIENCES**

Winner of the Daughtery Award for the University of Kentucky, Department of Political Science

**FINALIST FOR THE VANDEBOSCH OUTSTANDING SENIOR IN POLITICAL SCIENCE AWARD**

Selected as a finalist for the Outstanding Senior in Political Science Award at the University of Kentucky

**DEPARTMENTAL HONORS, POLITICAL SCIENCE AND SPANISH**

Graduated with departmental honors in both Political Science and Spanish at the University of Kentucky

**M. EARL JOHNSON AWARD WINNER**

Winner of the Bethel School of Ministry M. Earl Johnson Award for excellence and outstanding character

**PUBLISHED POET**

Creative Communication Contest: Poetry Selected for Publication

**AP SCHOLAR WITH HONORS**

Granted to students who received an average score of at least a 3.25 on all AP Exams taken

**PHI SIGMA THETA NATIONAL HONOR SOCIETY**

Distinguished member of the University of Kentucky chapter of Phi Sigma Theta Honor Society

## EXPERIENCE

**CHIEF EXECUTIVE OFFICER, JUBILEE JOBS OF LEXINGTON**

April 2022 - Present

Chief Executive Officer for Jubilee Jobs. Oversees all programming, financing, human resourcing and development operations. Program services over 500 clients annually providing training, job placement and retention support to disadvantaged job seekers. Program budget and revenue has tripled in first two years, and number of clients served has increased doubled. Launched critical new programs such as the innovative Second Chance Academy, a successful LFUCG Mayor's Office initiative promoting long-term re-entry for FCDC inmates.

**BENEFITS PARALEGAL & VOLUNTEER COORDINATOR, LEGAL AID OF THE BLUEGRASS**

August 2014- April 2022

Bi-lingual benefits specialist and director of volunteer program, responsible for 35 counties throughout Kentucky. Coordinator of the over 100 statewide volunteers. Responsible for training, program compliance and recruitment of professional and lay volunteers. Advises clients on Medicare, Medicaid, KCHIP, and employer/retiree insurance. Frequent work with local, state and federal agencies regarding benefits issues and payment for medical services. Expert in health policy, Medicare, the Affordable Care Act, Expanded Medicaid, Medicaid Waivers, pandemic-related-benefits, etc. Successfully brokered a partnership between CHI Saint Joseph Hospital and Legal Aid which maximized outreach efforts, and furthered agency objectives. Produced materials that were celebrated at the National Council on Aging. Regularly conducts training and presents at inter-agency meetings. Charged with policy, rule and regulation interpretation for direct client advocacy.

**OWNER AND OPERATOR, THE WILLOW HOUSE**

August 2019- May 2021

Owner and operator of the Willow House, a thriving Airbnb in Redding, CA. Implemented business strategy and creativity to create a bed and breakfast that welcomed hundreds of guests in its first year of operation. Ranked as a

“Super Host” on the Airbnb platform and a regularly featured and celebrated hosting venue in Northern California. Invited as a panelist on an Airbnb focus group to address future company strategy and customer relations.  
**LAW CLERK, LEGAL AID OF THE BLUEGRASS**

**December 2012- August 2014**

Assisted attorneys with regular Spanish interpretation to Legal Aid clients, expungement clinics, work with health and government benefits law, specialized work in the prevention of illegal evictions, assistance on immigration cases, work in elder-law, aid in wills clinics, and extensive work with the Fayette County Pro Bono program.

**INTERN, UNITED STATES DEPARTMENT OF STATE**

**August 2015 – October 2015**

Intern for the Office of Public Diplomacy in the United States Embassy located in Asuncion, Paraguay. Tasked with advancing American foreign policy through representing the United States at events across the Republic of Paraguay. Utilized to: draft speeches on behalf of the Ambassador, plan events for the Ambassador’s schedule, write cables to Washington D.C., informing the Department of State on politically significant events, teach classes to local university students, and much more.

**EDUCATION ABROAD PEER AMBASSADOR**

**January 2014 – May 2014**

Ambassador for the International Center and Education Abroad office at the University of Kentucky. Responsible for advising students, educational marketing ventures, and preparing public presentations about topics such as: studying abroad, curriculum integration, marketing strategies, and multiculturalism.

**MUTUAL CLERK, KEENELAND**

**January 2012 – November 2016**

Responsible for selling and cashing wager tickets for Keeneland’s live horse racing meets.

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**EDUCATION**

**UNIVERSITY OF SOUTH CAROLINA, AIKEN – MASTER OF BUSINESS ADMINISTRATION**

Cumulative GPA: 4.0; AACSB Accredited

**UNIVERSITY OF KENTUCKY – BACHELOR OF ARTS, SPANISH AND POLITICAL SCIENCE**

Cumulative GPA: 3.778 ; Political Science Major GPA: 4.0; Spanish Major GPA: 4.0

**UNIVERSITY OF KENTUCKY – UNDERGRADUATE CERTIFICATE IN GLOBAL STUDIES**

Successful completion of the University of Kentucky Global Studies Certificate Program.

**BETHEL SCHOOL OF MINISTRY – CERTIFICATE OF COMPLETION**

Successful completion of three years of academic, faith-based studies at the Bethel School of Ministry. Completed a third-year mentorship under Hayley Braun, Associate Overseer of the Second Year Program.

**UNIVERSITY OF SALAMANCA – EDUCATION ABROAD, CUSCO, PERÚ**

Language intensive semester abroad in Cusco, Perú. Completed the educational program with high honors.

**INDEPENDENT RESEARCH IN THE HUMAN HEALTH SCIENCES**

Completed independent research for the University of Kentucky College of Health Sciences under Dr. Geza Bruckner. Conducted a semester-long investigative study on healthcare disparity with regards to economic status and income level along with encouraged actions to help eliminate the said disparities.

**LEXINGTON CHRISTIAN ACADEMY – HIGH SCHOOL DIPLOMA**

Graduated with High Honors from Lexington Christian Academy in Lexington, Kentucky.

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**COMMUNITY  
SERVICE**

**SEARCH.LOVE.RESCUE.**

**August 2012 - Present**

Secretary and Director of Interns, Board of Directors. Leader of Search.Love.Rescue. Colombia missions trips. Director of fundraising efforts.

**BETHEL SHORT TERM MISSIONS TRIP LEADER**

**August 2018 - May 2019**

Missions trip leader for the BSTM Cali, Colombia trip 2019

**HAITI OUTREACH MISSION TRIP**

**May 2010 – July 2011**

Member of the 2010 and 2011 outreach team to St. Louis-du-Nord, Haiti

**VOLUNTEER WORK AT SAINT JOSEPH HOSPITAL**

**September 2012 – December 2015**

Volunteer in the Emergency Department at Saint Joseph Hospital in Lexington, Kentucky.

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**LEADERSHIP**

**BOARD MEMBER – SECRETARY – SEARCH.LOVE.RESCUE. NON-PROFIT**

Elected Secretary on the Board of Directors for Search.Love.Rescue. Appointed Director of Interns.

**HOMEGROUP LEADER – BETHEL SCHOOL OF MINISTRY**

Voted to be small group leader in BSSM1 and Homegroup leader in BSSM2.

**MISSIONS TRIP LEADER – BETHEL SHORT TERM MISSIONS TRIP**

Chosen as a BSTM Trip Leader to Cali, Colombia, 2019.

**PRESIDENT – NATIONAL HONOR SOCIETY**

Elected President of the Lexington Christian Academy chapter of the National Honor Society

**PRESIDENT – LEXINGTON CHRISTIAN ACADEMY CHORAL PROGRAM**

Elected President of the LCA Choral Program in Lexington, Kentucky

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Exhibit 1.3

**Ronald Delgado**

(859) 492-4500 |delgador5@nku.edu| 3710 Laredo Drive, Lexington, KY 40517

**Skills**

Bilingual native fluency in Spanish  
Experience working with students  
Proficiency in QuickBooks, Practice CS; CCH Access, Canva, and the Microsoft Suite  
Fundraising experience  
Research experience  
Event planning, organizational, and interpersonal communication

**Education**

Northern Kentucky University, Highland Heights, KY  
Major in Political Science/Business Administration/Communications Interdisciplinary Studies May 2024

**Work Experience**

Frost Brown Todd, Lexington KY September 2023 – Current  
*Office Assistant*

- Reconciles vendor accounts and monitors expenditures made to the Kentucky Secretary of State.
- Records all parking validations distributed to clients and visitors, including monthly reconciliation of charges.
- Engages in document governance by checking in, checking out, and containerizing documents for off-site placement.
- Coordinates office maintenance requests and serves as the key point of contact for building administration and maintenance teams.
- Plans office social events including coordinating the event space, making, and sending calendar invitations, and making graphics using Canva.
- Serves as the initial point of contact for clients, visiting attorneys and business professionals, and potential new clients.

Blue&Company, Lexington KY January – June 2023  
*Seasonal Tax Administrative Intern*

- Assembled tax returns and financial statements for over 1,600 clients.
- Monitored and updated postage charges and reported to the corporate office for billing.
- Maintained office inventory, reconciled monthly credit card statements, and planned weekly office luncheons.
- Released weekly email communications with office staff to inform them of events and luncheons occurring during the succeeding week.
- Leveraged *CCH Access* to monitor and update projects and manage client information.
- Developed rapport with varied office staff and assisted in various special projects at the discretion of 5 Directors and the Office Manager.
- 

**Leadership and Volunteer Experience**

Carnegie Center for Literacy and Learning May 2023-Current  
*Volunteer Tutor*

- Mentor a middle school student throughout the year.
- Develop a semester-long tutoring plan to track student's progress throughout the semester.
- Communicate with the student's parent to ensure homework and tutoring work is completed on a week-to-week basis.
- Provide counseling when needed to students.

Northern Kentucky University Inter-Fraternity Council October 2021 – January 2022  
*Interim President*

- Chaired the Council of Fraternity Presidents and the Inter-fraternity Council Executive Board, overseeing over 200 fraternity men.
- Led fundraising initiatives out of the Office of Greek Life.
- Established working relationships with university administrators and served as the spokesperson for the advancement of the fraternity community at NKU.
- Served as a liaison between the IFC community, Norse Violence Prevention Center, and the Office of Title IX to advocate for greater diversity, equity, inclusion, and power-based violence prevention.

- Presented and passed bylaw amendments to make the Vice-President of Diversity, Equity, and Inclusion a permanent executive board position.

Northern Kentucky University Sigma Phi Epsilon Fraternity

November 2020 – November 2021

*Vice-President of Finance*

- Managed the collection and management of approximately \$30,000 annually in membership dues.
- Led all fundraising initiatives for the chapter including events with local businesses, auctions, alumni outreach, and *Dine to Donate* partnerships with chain restaurants.
- Utilized QuickBooks to monitor cash flow, distribute invoices, dispense funds, and maintain collection records.
- Achieved a collection rate of 95% of membership dues – the highest in chapter history.
- Developed an emergency COVID-19 budget that decreased membership dues by 35%, while increasing chapter savings by 10%.

Northern Kentucky University Student Government Association

May 2020 – March 2021

*Chairman of Student Advocacy*

- Sponsored two resolutions that were unanimously passed by the Student Senate.
- Conducted extensive review of university policies that affected student rights and provided feedback to the Office of Student Conduct, Rights, and Advocacy and the Dean of Students.
- Researched resolution proposals via quantitative research and inter-university outreach.
- Reviewed the by-laws and constitution of the SGA and proposed amendments concerning student rights.
- Presented research to the Board of Regents that preserved many mental health initiatives launched during the COVID-19 pandemic.

Kentucky Governor's School for Entrepreneurs

June 2017

*Demo Day, 1<sup>st</sup> Place*

- Selected to be one of only a handful of students to be selected to attend Kentucky's Governor's School for Entrepreneurs.
- Developed a deep understanding of the business model canvas, design thinking, and *lean startup* strategy.
- Competed at the school's culminating event, *Demo Day*, a sales-pitch competition, and finished 1<sup>st</sup> overall.
- Received a full-tuition scholarship to Northern Kentucky University after the program, totaling \$30,000 in value.

## Exhibit 2.9.1

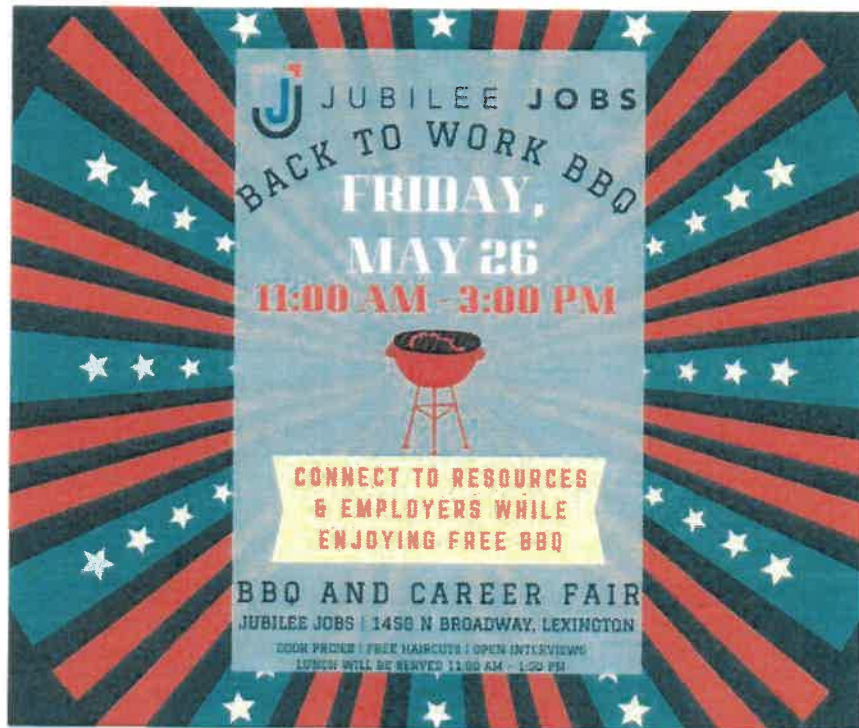
- Jubilee Jobs' curated Instagram account serves as a vital communication channel to engage with our community and stakeholders.
- We regularly post updates, success stories, event announcements, and program highlights to keep our audience informed and involved.



## Exhibit 2.9.2

- Over 20 partner organizations actively participated in our Back to Work BBQ, demonstrating collaborative engagement and support for Jubilee Jobs' mission.
- A remarkable turnout of over 500 clients indicates strong community interest and participation, reflecting the event's success in engaging and serving our target audience.

- By showcasing the success of our "Back to Work BBQ" event through this flyer, we aimed to illustrate our ability to effectively engage partners and the community, thereby enhancing program participation and fostering a sense of belonging among our stakeholders.



### Exhibit 9.2.3

- Increased views, likes, shares, and comments reflect heightened awareness and interest in Jubilee Jobs' mission and activities.
- The "About Us" video (<https://jubileejobsoflexington.org/about-us/>) has facilitated meaningful connections with potential donors, volunteers, and partners, thereby contributing to our organizational growth and sustainability.
- This video evidences our ability to share compelling, concise stories that communicate missional objectives. This is a critical aspect of effective administration of the WORK-Lexington program.



### About Us



Exhibit 9.2.4

- The flyer is distributed through various channels, including community centers, local businesses, partner organizations, and digital platforms.
- Strategic dissemination tactics, such as targeted outreach campaigns and partnerships with key stakeholders, ensure broad accessibility and reach among our target demographic.



Exhibit 9.2.5

- This graphic serves as a dynamic and visually engaging tool to attract participants and drive attendance.
- By showcasing our social media program orientations graphic advertisement, we aim to demonstrate our innovative approach to digital outreach and recruitment, leveraging the power of social media to connect with and empower individuals seeking employment and career development opportunities.

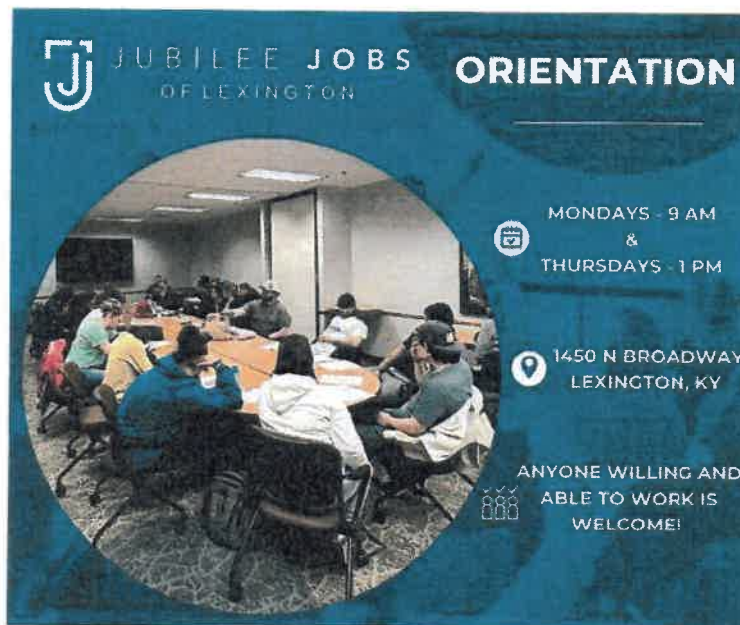




Exhibit 9.2.6

- Our client testimonial series, including the most recent video of Angela – a Second Chance Academy graduate – evidences our ability to tell engaging stories. These vignettes not only serve as powerful reports for funders, but excellent recruitment tools for employer and nonprofit partners. (<https://jubileejobsofalexington.org/testimonials/>)

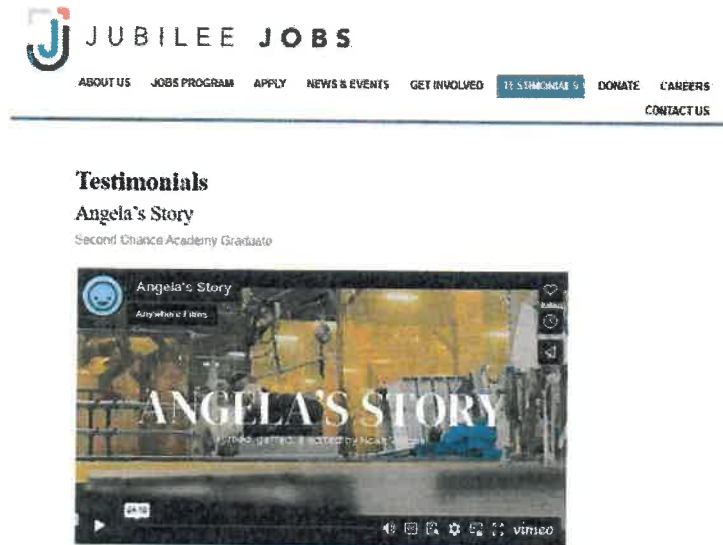


Exhibit 2.10.1

- Below are engaging materials for the "Innovate to Elevate" program, featuring comprehensive program information on the front and interview tips on the back.
- The inclusion of a QR code on our program flyer is just one example of how we harness technology to support our workforce development initiatives. Beyond printed materials, we incorporate QR codes into various digital platforms and communication channels to facilitate easy access to program resources and updates for our target audience.



### Exhibit 2.10.2

- Jubilee Jobs' leadership has consistently delivered impactful projects, such as the "Bright Futures Employment Program." Notably, Taco Bell Foundation's decision to double its funding this year for the program serves as a compelling testament to the program's efficacy.
- Jubilee Jobs of Lexington has a strong track record of performing tasks with excellence, as evidenced by past successes and tangible outcomes achieved, which resulted in Taco Bell Foundation awarding \$50,000 in 2024 for the "Bright Futures Employment Program", compared to the \$25,000 awarded in 2023.



### Exhibit 2.10.3

- Jubilee Jobs' commitment to innovation is evident in the successful deployment of virtual reality (VR) headsets for career exploration within its programs, particularly within the high schools of Fayette County. By harnessing cutting-edge technology, the organization has revolutionized the way students engage with career pathways.
- Through immersive VR experiences, students are transported into realistic work environments, allowing for hands-on exploration of various professions directly within their school settings.

## Transfr Trainee Experience



#### Exhibit 2.10.4

- By strategically increasing our presence at key local events, we aim to raise awareness about our program and the various employment pathways available to high school and college students, especially those facing significant barriers to employment.
- Our active participation in community events such as the Lafayette Civic Expo and the LIFT Conference for young adults is a evidence of our recent outreach and engagement efforts.



#### Exhibit 2.10.5

- Jubilee Jobs recognizes the importance of holistic support in empowering individuals to achieve sustainable employment and personal growth. In alignment with our commitment to comprehensive workforce development, we have established a strategic partnership with the Black Male Working Academy (BMWA) to provide wrap-around services for young men in their program.

- Beyond traditional workforce development initiatives, Jubilee Jobs and BMWA are committed to offering wrap-around services that address the multifaceted needs of program participants.





450 Park Place  
Lexington, KY 40511  
Phone: (859) 381-4100  
FCPS.net

Board of Education:  
Tyler Murphy, Chair  
Amy Green, Vice Chair  
Amanda Ferguson  
Marilyn Clark  
Jason Moore

Superintendent:  
Demetrus Liggins, PhD

An Equal Opportunity  
School District

May 21, 2024

Re: Jubilee Jobs Letter of Support - Economic Development Partnership Services Proposal

To Whom It May Concern,

I am writing to express my strong support for Jubilee Jobs of Lexington's proposal for the Talent and Workforce Development and WORK-Lexington initiatives. As the Director of Family and Community Engagement (FACE) for Fayette County Public Schools, I have witnessed firsthand the critical need for comprehensive workforce development support for our students and their families. Jubilee Jobs has been a steadfast partner in addressing these needs, and their proposed initiatives align perfectly with our goals for the Family Learning Community Hubs.

Fayette County Public Schools is excited to collaborate with Jubilee Jobs in launching the Family Learning Community Hubs across Fayette County. These hubs will serve as vital resources for our students and their families, offering a holistic approach to education and workforce development. Jubilee Jobs' expertise in job readiness training, career exploration, and life skills education will be instrumental in ensuring the success of these hubs.

Jubilee Jobs' track record of successful program implementation, including the "Innovate to Elevate" initiative and the "Broadened Horizons" program, demonstrates their capability to deliver impactful workforce development services. Their collaborative approach and deep connections within the community make them an ideal partner for this initiative.

I am confident that Jubilee Jobs' participation in the Family Learning Community Hubs will significantly benefit Fayette County Public Schools' students and their families. Their commitment to providing quality workforce development support aligns with our mission to create equitable educational opportunities and foster lifelong success for all students.

Thank you for considering Jubilee Jobs' proposal. I wholeheartedly support their efforts and look forward to the positive impact this collaboration will have on our community.

Sincerely,

A handwritten signature in black ink, appearing to read "Miranda Scully".

Miranda Scully  
Director of Family and Community Engagement (FACE)  
Fayette County Public Schools



444 Glen Arvin Ave. • P.O. Box 1050 • Lexington, KY 40588

Phone: (859) 381-9600 • Fax: (859) 381-9603 • [www.lexingtonrescue.org](http://www.lexingtonrescue.org)

May 21, 2024

Re: Letter of Support – Jubilee Jobs' WORK-Lexington Proposal

To Whom It May Concern,

Please accept this letter as our strong support for Jubilee Jobs' WORK-Lexington initiative. As a funded agency of the WORK-Lexington program, Lexington Rescue Mission has had the privilege of collaborating closely with Jubilee Jobs and witnessing their exceptional commitment to workforce development in our community.

Jubilee Jobs has consistently demonstrated their ability to provide comprehensive and effective job readiness and placement services to individuals facing significant barriers to employment. Their innovative approaches and unwavering dedication have been instrumental in helping countless individuals secure stable and meaningful employment. Their expertise and experience make them an ideal candidate to coordinate and elevate the WORK-Lexington initiative to new levels of success.

Through our partnership with Jubilee Jobs, we have seen firsthand the positive impact of their programs. They have not only met but exceeded their goals, providing invaluable support to both job seekers and employers in Lexington. Jubilee Jobs' collaborative spirit and strong community connections have significantly enhanced the effectiveness of the WORK-Lexington initiative.

Lexington Rescue Mission supports Jubilee Jobs' proposal and their vision for the future of the WORK-Lexington initiative. We are confident that their influence will bring about significant positive change and further strengthen our collective efforts to address unemployment and underemployment in Lexington. We look forward to continuing our partnership with Jubilee Jobs and witnessing the continued success of the WORK-Lexington initiative under their capable coordination.

Thank you for considering Jubilee Jobs' proposal. We wholeheartedly endorse their efforts and believe that their involvement will be a tremendous asset to the WORK-Lexington initiative and the broader community.

Best Regards,

Laura Carr  
Executive Director



LEXINGTON LEADERSHIP FOUNDATION

May 21, 2024

Re: Lexington Leadership Foundation Letter of Support – Jubilee Jobs

To Whom It May Concern,

I am writing to express my enthusiastic support for Jubilee Jobs of Lexington's proposals for the LFUCG WORK-Lexington initiative and the Talent and Workforce Development program.

As the CEO of Lexington Leadership Foundation (LLF), I have had the privilege of collaborating with Jubilee Jobs on numerous community-serving initiatives, including another LFUCG program – the Second Chance Academy. Our partnership has consistently demonstrated Jubilee Jobs' commitment to transforming lives and fostering economic stability in our community.

Jubilee Jobs' influence and effectiveness, particularly with young people in Fayette County, is invaluable. Their holistic approach to workforce development—encompassing job readiness training, career exploration, and life skills education—aligns seamlessly with LLF's mission to engage and empower youth. Through programs like Innovate to Elevate and Broadened Horizons, Jubilee Jobs has successfully bridged educational and employment gaps, providing young individuals with the tools and confidence needed to thrive in today's job market.

The WORK-Lexington initiative, under Jubilee Jobs' coordination, promises to elevate our community's workforce development efforts to new heights. Their strategic plan to expand outreach, integrate services with community partners, and implement a robust marketing strategy will undoubtedly enhance the program's reach and impact. Moreover, Jubilee Jobs' ability to connect with local employers and their extensive network of support services ensures that job seekers receive the comprehensive assistance they need to secure and retain employment.

Jubilee Jobs' longstanding success in workforce development and their deep-rooted connections across multiple sectors within the community make them the perfect organization for these initiatives. Their proven track record of exceeding program goals and securing additional funding speaks to their capability and dedication. We are confident that Jubilee Jobs' leadership in the WORK-Lexington initiative and the Talent and Workforce Development program will result in significant positive outcomes for our community. Their unwavering commitment to service makes them a vital asset to our collective mission of empowering individuals and strengthening our community.

Sincerely,

A handwritten signature in black ink, appearing to read "Christian Postel".

Christian Postel

CEO | Lexington Leadership Foundation



May 20, 2024

To Whom It May Concern,

I am writing to express my strong support for Jubilee Jobs of Lexington's proposal for the WORK-Lexington initiative. As the CEO of Tracy's House, a sober living and treatment program in Lexington, I have had the privilege of witnessing firsthand the transformative impact Jubilee Jobs has on our residents through their job training and placement services.

Jubilee Jobs has been a critical partner in our mission to support individuals in recovery. Their dedication to providing comprehensive job readiness training and employment opportunities has been instrumental in helping our residents rebuild their lives. The skills and confidence our residents gain through Jubilee Jobs' programs significantly contribute to their long-term recovery and reintegration into society.

The expanded services proposed under the WORK-Lexington initiative are particularly exciting for Tracy's House and the individuals we serve. Enhanced outreach and integrated services will undoubtedly increase the reach and effectiveness of the program. These improvements will provide critical support to our participants in recovery, offering them even more resources to secure stable employment and achieve self-sufficiency.

We are committed to actively participating in the WORK-Lexington initiative by bringing our residents to the orientations and ensuring they receive the assistance offered. The structured and supportive environment of Tracy's House, combined with the expert guidance and resources provided by Jubilee Jobs, and WORK-Lexington partners, creates a powerful synergy that fosters successful outcomes for our residents.

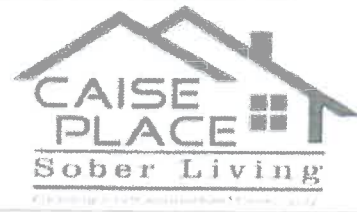
Jubilee Jobs' proven track record and their unwavering commitment to workforce development make them an ideal coordinator for the WORK-Lexington initiative. We wholeheartedly support their proposal and look forward to continuing our partnership to provide meaningful and impactful services to individuals in recovery.

Sincerely,

Chiquita Shields  
CEO, Tracy's House



Cause Place Sober Living  
1011 E. NORTON ST. Lexington, KY 40502  
Phone: (502) 261-3400  
Fax: (502) 261-3400



To Whom It May Concern,

I am writing on behalf of Cause Place to express our strong support for Jubilee Jobs of Lexington's proposal for the WORK-Lexington initiative. As the House Manager at Cause Place a sober living program, I have seen firsthand how Jubilee Jobs has been a vital partner in providing valuable employment services to our residents.

Jubilee Jobs has played a crucial role in our residents' recovery journeys by offering comprehensive job readiness training and connecting them with employment opportunities. Their dedicated staff works tirelessly to ensure that each individual receives personalized support, which has made a significant difference in helping our residents gain the skills and confidence needed to re-enter the workforce. The impact of their services is evident in the success stories of many of our participants who have secured stable employment and are on the path to long-term recovery.

The proposed expansion of the WORK-Lexington initiative is an exciting development for Cause Place and the individuals we serve. Their experience-based strategy will greatly benefit our residents, providing them with additional resources and support to achieve their employment goals. These improvements will help address the unique challenges faced by individuals in recovery, offering them a better chance at rebuilding their lives.

At Cause Place, we are committed to actively supporting the WORK-Lexington initiative. We will ensure that our residents attend the orientations and take full advantage of the assistance provided by Jubilee Jobs and other collaborative partners.

Jubilee Jobs does what they say they're going to do, and helps our people not only secure jobs, but a second shot at life.

Thank you for considering Jubilee Jobs' proposal. We look forward to continuing our partnership and witnessing the positive impact of the expanded WORK-Lexington initiative.

Regards,

Asher Snedegar  
House Manager  
Cause Place



Jonathan Allen  
Primary Purpose Behavioral Health  
Owner  
C: 859-699-3046  
E: [jonathanallen@primarypurposebh.com](mailto:jonathanallen@primarypurposebh.com)

To Whom It May Concern,

I am writing to offer my enthusiastic support for Jubilee Jobs of Lexington's proposal for the WORK-Lexington initiative. As the Founder and CEO of Primary Purpose Behavioral Health, which provides outpatient counseling, intensive outpatient programs, and safe sober living, I have seen the significant positive impact that Jubilee Jobs has had on our residents through their job training and placement services.

Jubilee Jobs has been an invaluable partner in our mission to support individuals in their recovery journey. Their commitment to providing comprehensive job readiness training and employment opportunities has been a cornerstone in our community helping individuals with SUD rebuild their lives and gain the skills and confidence necessary for sustained recovery.

The personalized support and professional guidance they offer have made a tremendous difference in the lives of those we serve. The proposed expansion of services under the WORK-Lexington initiative is particularly exciting for Primary Purpose Behavioral Health and our clients.

We are committed to actively participating in the WORK-Lexington initiative by bringing our clients to orientations and ensuring they receive the valuable assistance offered. The structured environment and support provided by Primary Purpose Behavioral Health, combined with the expert job training and placement services from Jubilee Jobs, create a powerful combination that fosters successful outcomes for our residents.

Jubilee Jobs' proven expertise and dedication make them an ideal point guard for this initiative. Thank you for considering Jubilee Jobs' proposal. We are confident that their expanded role in the WORK-Lexington initiative will greatly benefit our community and the lives of those we serve.

Regards,

  
Jonathan Allen, CEO  
Primary Purpose, Inc.

RESOLUTION NO. \_\_\_\_\_ - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A PURCHASE OF SERVICE AGREEMENT (PSA) WITH JUBILEE JOBS OF LEXINGTON, INC., PURSUANT TO RFP #35-2024, TO ASSIST WITH THE WORK-LEXINGTON PROGRAM, AT A COST NOT TO EXCEED THE SUM OF \$62,718.42.

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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 to execute a Purchase of Service Agreement (PSA), which is attached hereto and incorporated herein by reference, with Jubilee Jobs of Lexington, Inc., pursuant to RFP #35-2024, to assist with the WORK-Lexington program.

Section 2 – That an amount, not to exceed the sum of \$62,718.42, be and hereby is approved for payment to Jubilee Jobs of Lexington, Inc., from account #1101-900351-71101, 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

0582-25:TAH:4904-3431-3551, v. 1

RESOLUTION NO. 311 - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A PURCHASE OF SERVICE AGREEMENT (PSA) WITH JUBILEE JOBS OF LEXINGTON, INC., PURSUANT TO RFP #35-2024, TO ASSIST WITH THE WORK-LEXINGTON PROGRAM, AT A COST NOT TO EXCEED THE SUM OF \$62,718.42.

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 Jubilee Jobs of Lexington, Inc., pursuant to RFP #35-2024, to assist with the WORK-Lexington program.

Section 2 – That an amount, not to exceed the sum of \$62,718.42, be and hereby is approved for payment to Jubilee Jobs of Lexington, Inc., from account #1101-900351-71101, 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: July 1, 2025

*Linda Gorton*

MAYOR

ATTEST:

*[Signature]*

CLERK OF URBAN COUNTY COUNCIL

**PURCHASE OF SERVICE AGREEMENT**

THIS PURCHASE OF SERVICE AGREEMENT, made and entered into on the 2 day of July 2025, 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 **JUBILEE JOBS OF LEXINGTON, INC.**, a Kentucky corporation, ("Organization") with offices located at 535 W Second St., Ste. 205, Lexington, Kentucky 40508, with an effective date of July 1, 2025.

**WITNESSETH**

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
- D. Exhibit "D" – RFP #35-2024
- E. 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 Progress 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, 2025, 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 one (1) additional term of one (1) year, 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 the Organization a total amount not to exceed Sixty-Two Thousand and Seven Hundred and Eighteen Dollars and 42/100 Cents (\$62,718.42) (“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. The Funds shall be subject to and contingent upon the final approval by the Urban County Council of the Lexington-Fayette Urban County Government’s Fiscal Year 2026 budget. 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 (1/4<sup>th</sup>) 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, accounting statement, and invoice shall lapse.

5. 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.

6. 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.

7. 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).

8. 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 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.

9. 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.

10. By no later than the tenth (10<sup>th</sup>) of the month following the end of each quarter (e.g.: Friday, October 10, 2025; Saturday, January 10, 2026; Friday, April 10, 2026; and Friday, July 10, 2026), the Organization shall submit electronically, a detailed accounting statement and a quarterly invoice, accompanied by receipts supporting the reimbursement request.

11. By no later than the tenth (10<sup>th</sup>) of the month following the end of each quarter (e.g.: Friday, October 10, 2025; Saturday, January 10, 2026; Friday, April 10, 2026; and Friday, July 10, 2026), the Organization shall submit electronically 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 May 31, 2026, Organization shall provide a Year-End Report electronically to the CDO.

12. 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 the final quarterly invoice with supporting documentation.

13. By March 31, 2026 Organization shall provide 1) an updated list of WORK-Lexington workforce partners and employers participating in hiring events at all WORK-

Lexington locations, and 2) Lexington/Fayette County workforce contacts, including entity name, the name of each entity's CEO/President, and the contact information of same.

14. 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.

15. 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. Upon notification of any such requirement for membership, this Agreement and Organization's services to Government shall automatically become void.

16. 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. 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.

17. 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, 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 Organization, or to constitute Organization an agent of the Government.

18. 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.

19. 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.

20. 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.

21. 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.

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

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

24. 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.

25. 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.

26. 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.

27. 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.

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

For Organization:

Jubilee Jobs of Lexington, Inc.  
535 W Second St., Ste. 205



Lexington, Kentucky 40508  
Att: Mason King, 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*  
Abigail Allan, Clerk of the Urban County Council  
*Deputy*

JUBILEE JOBS OF LEXINGTON, INC.  
BY: *Peter Barr*  
PETER BARR, CHAIR

ATTEST:  
*Lauren mane*  
WITNESS: *Lauren mane Cambron*  
DATE: *9/21/2025*

## EXHIBIT “A”

### Lexington/Fayette Urban County Government Addendum for Services Jubilee Jobs

#### SCOPE OF WORK – WORK - LEXINGTON

##### Local Contribution:

Jubilee Jobs will use these funds from Lexington-Fayette Urban County Government to perform the services as described in Exhibits D and E of this Agreement, which include, but are not limited to:

##### WORK-LEXINGTON

- 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](http://www.lexingtonky.gov/lexwork)) office(s), including on-site program coordination and support for the office(s).
- Coordinate with existing WORK-Lexington grant partners to provide access to workforce programming in various locations for residents of Lexington-Fayette County.
- Work with local employers and develop relationships with employers to help connect WORK-Lexington grant partners to potential jobs placement opportunities. Connect with employers weekly.
- Work with WORK-Lexington grant partners to promote workforce events related to both workforce training and placement.
- 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.
- Quarterly reports will be submitted to the Director of Business Engagement in the Office of the Chief Development Officer by the 10<sup>th</sup> of the first month after the quarter.
- An annual report will be submitted to the Director of Business Engagement in the Office of the Chief Development Officer by May 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.

## EXHIBIT “B”

### Lexington/Fayette Urban County Government Addendum for Services Jubilee Jobs

#### JUBILEE JOBS QUARTERLY QUESTIONNAIRE

#### 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

#### WORK-Lexington Orientations:

WORK-Lexington orientations held during the quarter:

Total attendance at WORK-Lexington orientations held during this quarter:

Average attendance at WORK-Lexington orientations held during this quarter:

#### Employer Engagement:

Employers engaged on behalf of WORK-Lexington during this quarter:

Names of employers

Weekly employer contact

#### Client Assistance:

WORK-Lexington clients assisted during this quarter:

Top barriers for clients

WORK-Lexington clients who secured employment this quarter:

WORK-Lexington enrollment for this quarter:

WORK-Lexington enrollment who received employment this quarter:

Types/Sectors of employment (collectively) clients received this quarter:

Job Type

Job Type

Job Type

**Marketing Efforts:**

WORK-Lexington social media post this quarter:

WORK-Lexington quarterly email newsletter submitted this quarter: (Yes/No)

Attach newsletter with this report

WORK-Lexington monthly community outreach activities conducted/held this quarter: Number

Please describe the activities that were conducted/held

Outreach – Hold Workshops, Job/resource Fairs throughout Lexington

**Referrals:**

Which partners did they refer to

How many referrals did they receive for Work Lexington

Who referred

**Career Edge:**

Registered in Career Edge

Completed Life skills modules

Completed professional skills modules

Created a resume

**EXHIBIT “C”**

Lexington/Fayette Urban County Government  
Addendum for Services  
Jubilee Jobs

**JUBILEE JOBS ANNUAL QUESTIONNAIRE**

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

Name   Race   Sex   Years With Employer   Years of Experience in Workforce Training

**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

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

Name   Race   Sex   Years With Employer   Years of Experience in Workforce Training

**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

**WORK-Lexington Orientations (July 1, 2025 – June 30, 2026):**

WORK-Lexington orientations held during the year (Goal 3 Orientations per month):

Total attendance at WORK-Lexington orientations held during the year:

Average attendance at WORK-Lexington orientations held during the year:

**Employer Engagement (July 1, 2025 – June 30, 2026):**

Employers engaged on behalf of WORK-Lexington during the year (Goal 2 per week):

**Client Assistance (July 1, 2025 – June 30, 2026):**

WORK-Lexington clients assisted during the year:

WORK-Lexington clients who secured employment during the year:

WORK-Lexington enrollment total during the year (Goal 500):

WORK-Lexington enrollment who received employment during the year (Goal 250):

Types of employment (collectively) clients received during the year:

Job Type

Job Type

Job Type

**Marketing Efforts:**

WORK-Lexington social media post during the year (Goal 3 per month):

WORK-Lexington Monthly email newsletters submitted the year (Goal 1 per quarter): Number

WORK-Lexington monthly community outreach activities conducted/held this year (Goal 1 per month):

Number held

Please describe the activities that were conducted/held

**Referrals:**

Number of referrals received:

Number of referrals to partners and which partners:

Names of partners referred to:

**Barriers:**

Top 5 barriers of clients

**EXHIBIT "D"**

**Lexington/Fayette Urban County Government  
Addendum for Services  
Jubilee Jobs**

**RFP #35-2024**



# Lexington-Fayette Urban County Government

## Request for Proposals

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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.

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Signature

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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
<b>Administrators</b>																	
<b>Professionals</b>																	
<b>Superintendents</b>																	
<b>Supervisors</b>																	
<b>Foremen</b>																	
<b>Technicians</b>																	
<b>Protective</b>																	
<b>Para-</b>																	
<b>Office/Clerical</b>																	
<b>Skilled Craft</b>																	
<b>Service/Maintena</b>																	
<b>Total:</b>																	

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](mailto: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 MWDBE 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 MWDBE 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](mailto: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>)

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

<b>Company Name</b>	<b>Contact Person</b>
<b>Address/Phone/Email</b>	<b>Bid Package / Bid Date</b>

MWDBE Company Address	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** \_\_\_\_\_

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Representative

\_\_\_\_\_  
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, safety 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:

<b><u>Coverage</u></b>	<b><u>Limits</u></b>
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.



# 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 10<sup>th</sup> 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](http://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 31<sup>st</sup> 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 31<sup>st</sup> 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 respondent 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  
Jubilee Jobs**

**Jubilee Jobs of Lexington, Inc.  
RFP #235-2024 RESPONSE  
WORK PLAN**

4924-5281-4656, v. 1



**JUBILEE JOBS**  
OF LEXINGTON

**RFP #35-2024 Economic Development Partnership Services**

**Jubilee Jobs of Lexington  
535 W Second St., Ste. 205  
Lexington, KY 40508**

**Grant Proposal for Sections 2.9 & 2.10**

## **RFP #35-2024 Economic Development Partnership Services**

### **Jubilee Jobs of Lexington**

#### **Grant Proposal for Sections 2.9 & 2.10**

#### **2.9 WORK-Lexington**

##### **Description of Knowledge and Understanding of Lexington-Fayette County**

Jubilee Jobs of Lexington has been a cornerstone in the Central Kentucky community since 2009, focusing on helping disadvantaged individuals secure stable, long-term employment. Our deep engagement with the local community has provided us with a thorough understanding of the economic landscape of Lexington-Fayette County, including the key industries, workforce demographics, and the unique challenges faced by the local population. In 2023 alone, Jubilee Jobs placed over 500 individuals at 184 distinct employers, evidencing our robust engagement of Lexington businesses. Furthermore, our program enjoys great collaboration with nonprofit organizations that help in addressing the co-occurring issues many of our clients face that affect their ability to obtain and maintain dignified employment. Our programs aim to bridge the gap between job seekers and Lexington's industries, addressing barriers such as criminal backgrounds, substance use disorders, and limited education.

##### **WORK-Lexington Program Work Plan**

To accomplish the goals outlined in the Request for Proposal (RFP), Jubilee Jobs of Lexington has developed a comprehensive work program for the WORK-Lexington initiative. This program is designed to enhance client participation at the Charles Young Center, Davis Park Workforce Center, and other satellite sites in Fayette County. Our approach focuses on engaging individuals in recovery from substance use disorders and those with criminal backgrounds, leveraging our extensive experience and community connections.

##### **Our Approach:**

Jubilee Jobs of Lexington will enhance the WORK-Lexington program by strategically engaging individuals in recovery and those with criminal backgrounds, integrating services with local partners, expanding employer networks, promoting workforce events, and implementing a robust marketing plan to increase client participation and employment outcomes in Fayette County.

##### **Engagement and Recruitment:**

To effectively engage our target demographic, we will develop and implement targeted outreach strategies. This includes regular visits to sober living and treatment facilities, where we will provide information sessions about the WORK-Lexington program. Additionally, we will utilize our established connections with the Fayette County Detention Center (FCDC) and regional prisons to reach individuals preparing for reentry into the workforce. By collaborating with these institutions, we can identify potential participants early and integrate them into our program as part of their reentry plan.

##### **Service Integration:**

A key component of our method involves close collaboration with the LFUCG Community Reentry Advocate housed at the Davis Park Workforce Center. This partnership ensures that our services are seamlessly integrated, providing a comprehensive support system for

participants. We will coordinate multiple monthly orientations at the Workforce Centers, where WORK-Lexington funded agencies can co-locate to offer a one-stop-shop for those seeking assistance. We will leverage our strong working relationships with dozens of treatment facilities to conduct the program orientations at the WORK-Lexington sites to increase foot traffic and engage with WORK-Lexington funded partners. This collaborative approach not only streamlines service delivery but also increases participant engagement by providing easy access to a range of resources.

**Employer Network Expansion:**

Building on our existing relationships with 184 distinct Kentucky employers who hired Jubilee Jobs clients in 2023, we will expand our employer network. By fostering deeper connections and engaging new employers, we aim to increase job placement opportunities for our participants. Collaborative efforts with other organizations will amplify our impact, ensuring that more employers are aware of the benefits of hiring through the WORK-Lexington program.

**Coordination and On-Site Support:**

To assist the Office of the Chief Development Officer, Jubilee Jobs will enhance day-to-day operations at WORK-Lexington offices, facilitating participant engagement, and ensuring smooth collaboration among different service providers. Our staff will be dedicated to enhancing the efficiency and effectiveness of the WORK-Lexington program through intentional coordination and oversight.

**Coordination with Grant Partners:**

Jubilee Jobs will actively coordinate with funded WORK-Lexington grant partners to provide residents with access to workforce programming across various locations in Lexington-Fayette County. This includes scheduling joint workshops, sharing resources, and co-hosting events that aim to maximize the reach and impact of our collective efforts.

**Job Placement Opportunities:**

We will work closely with local employers to connect them with WORK-Lexington grant partners, facilitating potential job placements for our participants. Through regular employer engagement activities, such as networking events and job fairs, we will ensure that participants have ample opportunities to secure meaningful employment.

**Promotion of Workforce Events:**

Jubilee Jobs will collaborate with WORK-Lexington grant partners to promote workforce events related to both training and placement. This includes organizing and publicizing job fairs, training sessions, and other relevant events. By leveraging our extensive community networks and outreach capabilities, we will enhance the visibility and attendance of these events.

**Marketing Plan Implementation:**

A comprehensive marketing plan will be developed and implemented to promote the WORK-Lexington program and its locations. This plan will include social media campaigns, email newsletters, community bulletin postings, and collaboration with local media outlets to raise awareness and encourage participation. Our goal is to ensure that all Lexington residents are informed about the resources available through the WORK-Lexington program.

### Program Goals, Targets, and Success Criteria:

1. Orientation Schedules: Weekly schedules for orientation sessions at WORK-Lexington sites, co-locating multiple agencies to provide a one-stop-shop for participants.  
**Target:** Conduct no fewer than 3 orientations per month at a WORK-Lexington site.
2. Employer Engagement Reports: Detailed reports tracking interactions with employers, job placements secured, and feedback from both employers and participants.  
**Target:** Engage and document interactions with no fewer than 2 employers per week and assist 250 clients with securing employment through WORK-Lexington site participation within the first 12 months of the program.
3. Participant Enrollment Data: Records of participant demographics, enrollment numbers, and engagement levels throughout the program.  
**Target:** Engage 500 participants through WORK-Lexington events over the calendar year, enroll 250 participants in employment programming, and secure 250 job placements through the WORK-Lexington program.
4. Marketing Campaigns: Documentation of marketing efforts, including social media campaigns, email newsletters, and community outreach activities promoting the WORK-Lexington program.  
**Target:** Implement a marketing campaign that includes no fewer than 3 social media posts per month, a quarterly email newsletter, and monthly community outreach activities to promote the WORK-Lexington program.
5. Annual Reports: Comprehensive annual reports submitted to the Director of Business Engagement, detailing program activities, outcomes, challenges, and recommendations for improvement.  
**Target:** Submit quarterly progress reports detailing outcomes and activities. Submit a comprehensive annual report detailing grant outcomes and successes.
6. Participant Success Stories: Case studies and testimonials highlighting individual participant achievements and the impact of the WORK-Lexington program on their lives.  
**Target:** Identify and record no fewer than 4 client success stories for distribution in quarterly newsletters, reporting and social media campaigns.
7. Service Integration Documentation: Records of coordination efforts with the LFUCG Community Reentry Advocate and other partners, including integration processes and service delivery improvements.  
**Target:** Document and review coordination efforts with the LFUCG Community Reentry Advocate and other partners on a quarterly basis, including detailed records of integration processes and service delivery improvements, with a summary report produced annually.
8. Event Summaries: Summaries of workforce events, such as job fairs and training sessions, including attendance figures, participant feedback, and overall impact assessments.  
**Target:** Conduct no fewer than 6 workforce events within a 12-month calendar period and provide detailed summaries of each event, including attendance figures, participant feedback, and overall impact assessments.

### Non-LFUCG Funding Sources:

To complement the LFUCG funding request, Jubilee Jobs of Lexington will leverage the following private and non-LFUCG sources:

- United Way of the Bluegrass: \$15,000

- PNC Foundation: \$7,500
- Truist Bank: \$3,500

In order to broaden the program, Jubilee Jobs will leverage \$26,000 in additional non-LFUCG funding to amplify WORK-Lexington's impact. Thereby employing \$101,000 in funding to ensure successful implementation of this initiative. This equates to Jubilee Jobs providing a match of over 25% to expand the impact of this project.

#### **LFUCG-Funding 2022-2024:**

##### **2022:**

- Neighborhood Development Funds: \$1,000
- Community Development Block Grant: \$20,000
- Workforce Development Grant: \$50,000

##### **2023:**

- BFREE IDs Grant: \$500
- Workforce Development Grant: \$68,750
- Second Chance Academy Grant: \$75,000

##### **2024:**

- BFREE IDs Grant: \$1,000
- Neighborhood Development Funds: \$1,300

All goals for LFUCG-funded programs were accomplished or exceeded, demonstrating Jubilee Jobs of Lexington's commitment to effective service delivery and positive outcomes for the community. This includes meeting or surpassing targets for participant engagement, job placements, employer partnerships, and program impact assessments, ensuring robust and impactful contributions to Fayette County's economic development.

**Total Proposed Project Budget for 2.9 & 2.10 - \$150,000**

#### **Proposed 2.9 WORK-Lexington Budget**

**Total 2.9 Project Budget Requested: \$75,000**

Advertising and Promotion - \$5,000  
 Computer and Internet Expenses - \$500  
 Restricted Grant Expenditures-Client Needs - \$500  
 Special Events (Job Fairs, Employer Events, Upskilling, etc.) - \$2,500  
 Insurance Expense - \$750  
 Meals - \$500  
 Move Up Meetings - \$750  
 Office Supplies - \$1,000  
 Payroll Expenses - \$50,000  
 Health Insurance - \$5,000  
 Postage & Delivery - \$500  
 Rent Expense - \$5,000  
 Telephone Expense - \$1,500  
 Travel Expense - \$1,500

\*Agency budget with proposed project budgets included in Exhibit 1

## History of Organization and Statement of Qualifications

### Key Personnel

#### Natalie Collins, Project Manager

- **Role:** Project Lead for WORK-Lexington
- **Time Commitment:** 75% of weekly work hours will be dedicated to this project.

#### Mason King, CEO

- **Role:** Oversight and Strategic Direction
- **Time Commitment:** 10% of weekly work hours dedicated to this project.

### Individual Information

#### Natalie Collins

- **Resume:** Resume Attached at end of proposal. *Exhibit 1.1*
- **Job Description:** As Project Manager, Natalie Collins will oversee the implementation and coordination of the WORK-Lexington program. Her responsibilities include managing outreach and engagement efforts, coordinating with partner organizations, facilitating participant orientation sessions, and expanding the employer network.
- **Job Function:** Natalie will ensure the seamless integration of enhanced programming into the current WORK-Lexington framework. She will oversee all aspects of project execution, including participant recruitment, service delivery, and employer engagement.

#### Mason King

- **Resume:** Resume Attached at end of proposal. *Exhibit 1.2*
- **Job Description:** As CEO, Mason King provides strategic leadership and oversight for all Jubilee Jobs programs. His responsibilities include overall program management, financial oversight, human resources, and development operations.
- **Job Function:** Mason will provide strategic direction and high-level oversight for the WORK-Lexington program, ensuring that the project aligns with Jubilee Jobs' mission and goals and integrating existing and novel programs into WORK-Lexington to enhance program outcomes.

### Qualifications of Key Staff

**Natalie Collins** has been the primary representative for WORK-Lexington at Jubilee Jobs for the past two years. Her familiarity with the program's current design and its benefits and drawbacks positions her well to lead the integration of enhanced programming. As a University of Kentucky alum, she brings a wealth of knowledge in communications and social media engagement, essential for promoting the program effectively. She has managed and created content for all organizational social media accounts, increasing engagement and follower growth. Natalie has designed and produced marketing materials, maintained the organization's website, and spearheaded the "Innovate to Elevate" program, aimed at preparing high school students in Fayette County for workforce entry. Her



robust network of employers and non-profit organizations in the region will be invaluable in expanding partnerships and securing job placements for participants.

**Mason King** has been leading Jubilee Jobs of Lexington as the CEO since 2022. Under his leadership, the organization has significantly expanded its reach and impact, serving over 500 clients annually. Mason oversees all programming, financing, human resources, and development operations. In his tenure, the program budget and revenue have tripled, and the number of clients served has doubled. He has launched critical new programs, including the innovative Second Chance Academy, a successful initiative established by the LFUCG Mayor's Office that supports long-term re-entry for inmates from the Fayette County Detention Center (FCDC). Mason holds an MBA from the University of South Carolina, Aiken School of Business, and a Bachelor of Arts in Political Science and Spanish from the University of Kentucky, providing a strong foundation in nonprofit management and community engagement.

### **Organizational Suitability**

Jubilee Jobs of Lexington is uniquely positioned to execute this project on behalf of LFUCG due to our long-standing commitment to workforce development and our proven track record of success. Since 2009, we have helped thousands of individuals overcome significant barriers to employment and secure stable, long-term jobs. Our comprehensive seven-step program not only focuses on job placement but also on the personal and professional growth of our participants, ensuring they are equipped with the skills and confidence needed to thrive in their careers. Our deep-rooted connections within the community, including relationships with local employers, treatment facilities, and nonprofit partners, enable us to deliver tailored and impactful services.

### **Success in Similar Programs**

Jubilee Jobs has a history of exceeding goals and outcomes for various workforce development initiatives. In our Workforce Development Grant, which included participation in the WORK-Lexington program, we have consistently surpassed grant targets each year. Most recently, our success led to additional mid-year funding to expand our program goals and services. This track record of achievement underscores our capability to manage and enhance the WORK-Lexington program effectively, ensuring positive outcomes for participants and the broader community.

By leveraging the expertise and experience of our dedicated staff, particularly Natalie Collins and Mason King, and building on our history of successful program implementation, Jubilee Jobs of Lexington is confident in our ability to deliver exceptional results for the WORK-Lexington program.

Attached, please see **Exhibits 2.9.1 to 2.9.6** evidencing some of Jubilee Jobs supplementary work products.

## **2.10 TALENT AND WORKFORCE DEVELOPMENT**

### **Description of Knowledge and Understanding of Lexington-Fayette County**

Jubilee Jobs of Lexington has been a leading workforce development nonprofit in Central Kentucky since 2009, with a deep understanding of the Fayette County economy, characterized by its diverse mix of industries such as healthcare, education, manufacturing, and services. Our innovative programs, like "Innovate to Elevate" and "Bright Futures Employment Program," specifically target high school and young-adult job seekers, providing comprehensive job readiness training and immersive career exploration experiences using advanced tools such as virtual reality technology.

These programs bridge the gap between education and employment, ensuring that participants gain practical experience and build professional networks. Our extensive experience and proven success in engaging this demographic uniquely position us to effectively contribute to the Talent and Workforce Development component of LFUCG's economic development strategy, fostering a skilled and resilient workforce to support the region's continued growth and prosperity.

### **Talent and Workforce Development Work Plan**

The Talent and Workforce Development initiative aims to enhance workforce development in Lexington by partnering with local educational institutions and employers to create pathways to employment for high school and college students, focusing particularly on those facing significant barriers to employment. This program will be implemented in four phases, ensuring comprehensive outreach, engagement, program delivery, and evaluation.

#### *Phase 1: Initial Setup*

In the initial setup phase, Jubilee Jobs will establish a coordination team led by a specialized Job Counselor focusing solely on clients aged 16-26 years, with strategic oversight from CEO Mason King. We will develop detailed outreach and engagement plans tailored to the unique needs of Fayette County. Our approach will include identifying and initiating partnerships with colleges, universities, high schools, and local employers to form a robust network supporting the program.

#### *Phase 2: Outreach and Engagement*

During the outreach and engagement phase, Jubilee Jobs will conduct strategic meetings and workshops with college and university, FCPS and other educational and workforce development leadership to align our workforce development strategies with institutional goals. Engagement strategies will be implemented to connect upper-level college students with employment opportunities and internships. Additionally, we will organize career fairs and networking events for high school students, collaborating closely with Fayette County Public Schools and local nonprofit partners. Our efforts will ensure robust participation from educational institutions and local businesses. Deliverables for this phase will include detailed reports on outreach activities and partnership meetings, showcasing our proactive engagement and collaboration efforts.

#### *Phase 3: Program Implementation*

In the program implementation phase, Jubilee Jobs will facilitate internships and job placements for college and high school students, focusing on those facing significant barriers to employment. We will provide comprehensive job readiness training, including resume building, interview preparation, and job search strategies, ensuring that participants are well-equipped to succeed in the workforce. Continuous monitoring and support will be offered to participants to ensure successful outcomes. Deliverables for this phase will include quarterly reports on student participation and program outcomes, along with detailed documentation of training sessions and materials used. This phase will leverage our experience from successful programs like "Innovate to Elevate" and "Bright Futures Employment Program."

#### *Phase 4: Evaluation and Reporting*

The final phase, evaluation, and reporting, will involve collecting and analyzing data on program impact, including feedback from students and employers. Jubilee Jobs will prepare and submit an annual report detailing program activities, outcomes, and recommendations for improvement to the LFUCG. Deliverables for this phase will include an annual report with a comprehensive program evaluation and presentation materials.

## **Program Goals, Targets, and Success Criteria:**

### ***Launch Family Learning Community Hubs:***

- Partner with and assist Fayette County Public Schools in launching Family Learning Community Hubs.
- Develop hubs emphasizing workforce development support for students and their families.
- Integrate workforce development curriculum and career exposure in these hubs.

**Target:** In partnership with Fayette County Public Schools, successfully integrate Jubilee Jobs workforce curriculum into the FCPS Family Learning Community Hubs, integrating job readiness and career exposure curriculum and comprehensive employment support.

### ***Workforce Readiness Programming:***

- Enhance workforce development services and provide materials, curriculum, experiential learning, or training participants aged 16-26.
- Conduct job workshops covering interview preparation and conflict resolution, and integration of Jubilee Jobs seven-step jobs program.

**Target:** Enroll 125 participants in the program and distribute educational resources to an additional 300 students. Achieve a 70% completion rate of the seven-step jobs program among enrolled participants.

### ***Individual Assistance:***

- Provide one-on-one job counseling, including resume building, job application assistance, mock interviews, and cover letter development.

**Target:** Ensure 70% of participants complete these individual assistance components.

### ***Increase Participation in Experiential Learning:***

- Provide internships, apprenticeships, career simulations, employment or shadowing opportunities to participants.
- Programming and experiential learning will be informed by both leading experts in Central Kentucky's educational sector and business world, while ensuring that student feedback keeps the programs student centric but industry informed.

**Target:** Enroll at least 60% of participants in experiential learning opportunities or employment.

### ***Financial Literacy and Job Preparation in Financial Sector:***

- Integrate financial literacy education in partnership with Leadership Lexington's "LitLex" initiative.
- Organize and conduct a financial literacy seminar with Dunbar Junior and Seniors to educate the students on fundamentals of financial literacy.
- Equip participants with financial knowledge to empower informed decision-making and long-term economic stability.
- Prepare students for jobs in the financial sector.

**Target:** In collaboration with Junior Achievement and LitLex, organize and conduct a financial literacy seminar for the junior and senior class of Dunbar High School.

### ***Expand Technology Exposure and Integration:***

- Utilize virtual reality technology and other modern tools to provide career exploration experiences, aiming for a 5% increase in student comfort with technology.
- Embracing the digital age, we will incorporate state-of-the-art virtual reality technology, leveraging Transfr's innovative software, to offer participants virtual exposure to over 35 distinct careers. This integration aims to provide a unique, immersive perspective on potential professions, ensuring students remain at the forefront of technological advancements in job preparedness.
- To measure outcomes on technology exposure and integration, Jubilee Jobs will utilize the exceptional data gathering and analytics tools available via Transfr's platform. Transfr has a proven track record of positive outcomes with students that utilize its career exploration simulations. For example, in 2021, West Alabama Works (WAW) exposed over 1,100 students to Transfr's career exploration simulations during a four-week program, which resulted in an 18% increase in CTE enrollment using only 10 Transfr VR headsets. In another study at Coastal Bend College in Texas, 83% of students chose a career path, and 39% felt more comfortable with their career pathway choices.

**Target:** Achieve a 5% increase in student comfort with technology through pre- and post-assessments.

### ***Community Engagement:***

- Engage families, educators, and local leaders to create a supportive environment for students.
- Develop and implement a Community Youth Workforce Conference to extend reach and promote educational advancements.

**Target:** Develop and implement a Community Youth Workforce Conference to extend reach and promote educational advancements.

### ***Resource Connection Website Launch:***

- Goal: Develop and launch a comprehensive online platform integrated into the Jubilee Jobs website to provide critical life skills and supportive service connection to promote academic and professional enrichment and employment attainment and upward mobility.

**Target:** Create a fully functioning website during the grant period that serves as a resourcing hub for young people aged 16-26, providing life skills education and critical wraparound resources for job attainment and retention. The website will offer guidance on topics surround life and soft skills, while also connecting users to job readiness training and employment resources.

This structured approach will ensure that Jubilee Jobs can effectively implement the Talent and Workforce Development initiative, fostering a skilled and resilient workforce that supports the continued growth and prosperity of Fayette County.

### **Sources of Non-LFUCG Funding:**

To ensure resounding success for this Talent and Workforce Development initiative, Jubilee Jobs will deploy \$250,000 in earmarked funding. To complement the requested \$75,000 of LFUCG funding for

the Talent and Workforce Development project, Jubilee Jobs of Lexington has secured additional funding from private sources to support the initiative:

- Walton Foundation: \$125,000 for high school workforce programming.
- Taco Bell Foundation: \$50,000 for workforce programming for individuals aged 16-26.

**Funding & Percentage Breakdown:**

- Non-LFUCG Funding:  $(\$175,000 / \$250,000) * 100 = 70\%$  **program non-LFUCG Funded**
- LFUCG Funding:  $(\$75,000 / \$250,000) * 100 = 30\%$  **program LFUCG Funded**

**LFUCG-Funding 2022-2024:**

2022:

- Neighborhood Development Funds: \$1,000
- Community Development Block Grant: \$20,000
- Workforce Development Grant: \$50,000

2023:

- BFREE IDs Grant: \$500
- Workforce Development Grant: \$68,750
- Second Chance Academy Grant: \$75,000

2024:

- BFREE IDs Grant: \$1,000
- Neighborhood Development Funds: \$1,300

All goals for LFUCG-funded programs were accomplished or exceeded, demonstrating Jubilee Jobs of Lexington's commitment to effective service delivery and positive outcomes for the community. This includes meeting or surpassing targets for participant engagement, job placements, employer partnerships, and program impact assessments, ensuring robust and impactful contributions to Fayette County's economic development.

## **Proposed 2.10 Talent & Workforce Development Project Budget**

**Total 2.10 Project Budget Requested: \$75,000**

Advertising and Promotion - \$2,500  
 Computer and Internet Expenses - \$1,500  
 Continuing Education - \$1,000  
 Restricted Grant Expenditures-Client Needs - \$1,000  
 Simulations and Field Trips - \$1,500  
 Insurance Expense - \$1,500  
 Meals - \$500  
 Office Supplies - \$1,500  
 Payroll Expenses - \$50,000  
 Health Insurance - \$6,000  
 Rent Expense - \$5,000  
 Telephone Expense - \$1,500  
 Travel Expense - \$1,500

\*Agency budget with proposed project budgets included in Exhibit 1

## History of Organization and Statement of Qualifications

### Key Personnel

- **Ronald Delgado, Specialized Job Counselor**
  - **Role:** Program Lead for Talent and Workforce Development
  - **Time Commitment:** 95% of weekly work hours are dedicated to this project.
- **Natalie Collins, Project Manager**
  - **Role:** Oversight and Strategic Direction
  - **Time Commitment:** 10% of weekly work hours dedicated to this project.
- **Mason King, CEO**
  - **Role:** Oversight and Strategic Direction
  - **Time Commitment:** 5% of weekly work hours are dedicated to this project.

### Individual Information

- **Ronald Delgado**
  - **Resume:** Resume Attached at end of proposal. *Exhibit 1.3*
  - **Job Description:** As the Specialized Job Counselor, Ronald Delgado will lead the Talent and Workforce Development initiative, focusing on providing direct services to clients aged 16-26. His responsibilities include developing and delivering workforce development curriculum, facilitating career exposure activities, and providing one-on-one job counseling.
  - **Job Function:** Ronald will oversee the implementation of job readiness training, internship and job placement facilitation, and financial literacy education. He will coordinate with educational institutions and local employers to ensure the successful integration of the program components.
- **Natalie Collins**
  - **Resume:** Resume Attached at end of proposal. *Exhibit 1.1*
  - **Job Description:** As Project Manager, Natalie Collins will provide strategic oversight and support for the Talent and Workforce Development program. Her responsibilities include overseeing outreach and engagement efforts, in collaboration with WORK-Lexington initiatives, coordinating with partner organizations, and ensuring the overall effectiveness of the program.
  - **Job Function:** Natalie will support Ronald in developing and delivering program components, tracking progress, and reporting outcomes.
- **Mason King**

- **Resume:** Resume Attached at end of proposal. *Exhibit 1.2*
- **Job Description:** As CEO, Mason King provides strategic leadership and oversight for all Jubilee Jobs programs. His responsibilities include overall program management, financial oversight, human resources, and development operations and cross-programmatic integration.
- **Job Function:** Mason will provide high-level strategic direction and support to ensure the program aligns with Jubilee Jobs' mission and goals and are integrated with complementary programming.

### **Qualifications of Key Staff**

**Ronald Delgado** brings a wealth of experience and a diverse skill set to the Talent and Workforce Development program. He is bilingual with native fluency in Spanish, which will be invaluable in reaching and assisting a broader demographic. Ronald has extensive experience working with students, having served in roles such as a volunteer tutor at the Carnegie Center for Literacy and Learning, where he developed tutoring plans and provided counseling to students. His leadership roles at Northern Kentucky University, including Interim President of the Inter-Fraternity Council and Vice-President of Finance for Sigma Phi Epsilon Fraternity, demonstrate his strong organizational and communication skills. Ronald's ability to manage large-scale projects and his background in political science, business administration, and communications make him exceptionally qualified to lead this initiative.

*Natalie Collins & Mason King's competencies are referenced in Section 2.9*

### **Organizational Suitability and Past Programmatic Success**

Jubilee Jobs of Lexington is uniquely positioned to execute this project on behalf of LFUCG due to our successful implementation of innovative workforce development programs and our proven track record of impactful community engagement. One of our standout initiatives is the "Innovate to Elevate" program, a collaborative effort between Commerce Lexington, Black Male Working Academy, and Transfr. This program garnered a \$500,000 investment from the Walton Foundation, significantly enhancing workforce programming in Fayette County. The program already boasts a first-in-the-nation youth Chamber of Commerce Trip, virtual reality career exploration, and workforce development initiatives for Fayette County students. Additionally, our "Broadened Horizons" program, funded by the Taco Bell Foundation, targets individuals aged 16-26. The success of this program in 2023 led to an increase in funding from \$25,000 to \$50,000 for 2024, underscoring our capability to deliver effective and scalable workforce development solutions, and garner expanded sustainable funding. These accomplishments demonstrate our ability to manage and enhance workforce initiatives, ensuring positive outcomes for participants and contributing to the economic growth of Fayette County.

## Supplemental Exhibits

Exhibit 1.0

LFUCG Economic Development Partnership Services - Grant Budget			
Revenue	2024	2024	2024
	Agency Budget	2.9 WORK-LEXINGTON PROJECT BUDGET	2.10 TALENT AND WORKFORCE DEVELOPMENT PROJECT BUDGET
42000 - Employee Retention Credit	2,552.00		
43000 - Contributions			
43000.2 - Fundraiser - 2024 NCF Credit Card Gifts	8,500.00		
43000.3 - Fundraiser - Sponsors			
43000.4 - Fundraiser - Event	190,000.00		
43000 - Contributions - Other	35,000.00		
	<b>236,052.00</b>		
44000 - Interest Income	23,500.00		
45000.1 Grants restricted**	362,531.00	75,000.00	75,000.00
45000 - Grants - other			
	<b>386,031.00</b>		
<b>Total Revenue</b>	<b>622,083.00</b>	<b>75,000.00</b>	<b>75,000.00</b>
Cost of Goods Sold			
66600 Contracted Services	-		
<b>Gross Revenue</b>	<b>622,083.00</b>		<b>150,000.00</b>
<b>Expense</b>			
60000 - Advertising and Promotion	16,000.00	5,000.00	2,500.00
60400 - Bank Service Charges	100.00		
61000 - Business Licenses and Permits	50.00		
61300 - Donations (BGCF Goodgiving Challenge 2024)	500.00		
61700 - Computer and Internet Expenses	16,000.00	500.00	1,500.00
61800 - Office Rent (Covered by Insurance)	-		
62000 - Continuing Education	3,000.00		1,000.00
62500 - Dues and Subscriptions	5,000.00		
<b>Total 60000-62500</b>	<b>40,650.00</b>	<b>5,500.00</b>	<b>5,000.00</b>
62700.1 - Restricted Grant Expenditures-Client Needs	13,000.00	500.00	1,000.00
62800 - Client Transportation Assist. (Restricted)	6,000.00		
<b>Total 62700.1 - 62800</b>	<b>19,000.00</b>	<b>500.00</b>	<b>1,000.00</b>
63000.1 - Special Events	5,000.00	2,500.00	
63000.2 - Simulations and Field Trips	3,500.00		1,500.00
63000 - Fundraiser - Celebration	40,000.00		
<b>Total 63000</b>	<b>48,500.00</b>	<b>2,500.00</b>	<b>1,500.00</b>
63300 - Insurance Expense			
63310 - General Liability Insurance	1,800.00	250.00	500.00
63350 - Professional Liability	1,000.00	250.00	500.00
63360 - Worker's Compensation	600.00	250.00	500.00
63300 - Insurance Expense - Other	250.00		
	<b>3,650.00</b>	<b>750.00</b>	<b>1,500.00</b>
63600 - Legal	-		
64300 - Meals	1,500.00	500.00	500.00
64400 - Board Meetings	2,000.00		
64500 - Move Up Meetings	1,600.00	750.00	
64900 - Office Supplies	4,500.00	1,000.00	1,500.00
66000 - Payroll Expenses	378,468.00	50,000.00	50,000.00
66100 - Health Insurance	51,732.00	5,000.00	6,000.00
66160 - Employer HSA/IRA Contribution	5,500.00		
	-		
66500 - Postage and Delivery	600.00	500.00	
66700 - Professional Fees	4,000.00		
66900 - Longevity Recognition Program	2,500.00		
67100 - Rent Expense	30,990.00	5,000.00	5,000.00
67200 - Repairs and Maintenance	-		
68100 - Telephone Expense (Cell Phone)	4,100.00	1,500.00	1,500.00
68400 - Travel Expense (Mileage)	11,000.00	1,500.00	1,500.00
68700 - Flowers and Gifts	4,000.00		
69000 - Taxes	-		
<b>Total =63500-69000</b>	<b>\$ 502,490.00</b>	<b>\$ 65,750.00</b>	<b>\$ 66,000.00</b>
<b>Total Expense</b>	<b>\$ 614,290.00</b>	<b>\$ 75,000.00</b>	<b>\$ 75,000.00</b>
<b>End of year reserve</b>	<b>\$ 7,793.00</b>		



# NC / NATALIE COLLINS

E: nataliecollins3600@gmail.com | (859) 559-8251 | A: Lexington, KY 40515

## WORK HISTORY

### Jubilee Jobs Of Lexington - Project Manager

Lexington, KY

07/2022 - Current

- Managed and created content for all organizational social media accounts, increasing engagement and follower growth across platforms.
- Designed and produced marketing materials, including brochures, flyers, and promotional products, to effectively communicate the organization's mission and programs.
- Maintained and updated the organization's website, ensuring content was current, relevant, and user-friendly.
- Provided one-on-one job counseling to clients, offering guidance on resume building, interview preparation, and job search strategies.
- Spearheaded the "Innovate to Elevate" program, aimed at preparing high school students in Fayette County for workforce entry.

### Baptist Health Medical Group - Patient Access Coordinator

Lexington, KY

10/2019 - 06/2021

- Assisted patients in finding new primary care providers, facilitating smooth transitions and continuity of care.
- Coordinated and managed patient referrals to specialists and other healthcare providers, ensuring timely and accurate follow-up.
- Processed medication refill requests, collaborating with healthcare providers to ensure timely patient access to necessary medications.
- Accurately inputted and maintained patient demographic information in EPIC, the electronic health record (EHR) system, ensuring data integrity and confidentiality.
- Efficiently scheduled patient appointments, ensuring optimal use of available resources and reducing wait times for patients.

### Sun Tan City - Lead Key Holder

Lexington, KY

07/2016 - 11/2018

- Assisted with inventory control, including ordering, receiving, and organizing products to maintain optimal stock levels and reduce shrinkage.

## EDUCATION

### University of Kentucky

05/2019

#### Bachelor of Public Health

- Dean's List Fall 2015 - Spring 2019
- Cumulative GPA of 3.9
- Elected to the Operations Committee for Kappa Alpha Theta in 2018

### Lexington Christian Academy

Lexington, KY

05/2015

#### High School Diploma

- Member of National Honor Society, Beta Club, and Mu Alpha Theta
- Recipient of the English 12, Chemistry, Pre-Calculus, Calculus, Photography, and Microbiology Awards

## VOLUNTEER EXPERIENCE

### Colombia Mission Team Coordinator (July 2019 & June 2024)

- Coordinated community response to individual financial or material needs.
- Carried much needed food and personal supplies to impoverished communities in Cali, Colombia.

### PepperPointe Management Marketing Intern (August 2017)

- Performed market analysis and researched latest trends.
- Took detailed notes of progress, processes and industry details to better understand marketing and company protocols.
- Generated reports detailing campaign performance, customer engagement and trends.

- Managed staff schedules to ensure adequate coverage during all shifts, optimizing productivity and maintaining a high level of customer service.
- Performed daily cleaning tasks and monthly deep cleans to maintain a pristine and inviting environment for customers.
- Consistently met or exceeded sales goals through effective customer service, product knowledge, and sales strategies.
- Trained new hires on company policies, procedures, and sales techniques, ensuring they were well-prepared to meet performance standards.

## **ADDITIONAL INFORMATION**

### **Sode-Zo Center & CRAVE Recovery Intern (July 2021 - Present)**

- Promoted family stabilization through direct service.
- Promoted persons in recovery pursuit of higher education.
- Helped resource recovery community with adult learning, economic stability, and social services.
- Conducted community outreach and service to multiple non-profit organizations (i.e., Revive Life House & Refuge for Women) within the community.

### **Lexington Humane Society Volunteer (September 2015 - August 2016)**

- Kept cages, kennels, play yards and grooming areas neat and clean.
- Supported animal wellbeing by caring for both physical and mental health needs through strategies such as regular exercise.
- Cared for animals by feeding and bathing, taking dogs for walks, cleaning litter boxes and supervising playtime.

### **University of Kentucky Chandler Hospital Volunteer (May 2014 - July 2014)**

- Organized and compiled electronic data management.
- Facilitated consumer relations.

## **SKILLS**

**Project Planning & Management**

**Verbal & Written Communication**

**Stakeholder Engagement**

**Problem Solving & Decision Making**

**Client Rapport**

**Attention to Detail**

**Creativity & Innovation**

**Team Collaboration**

Exhibit 1.2

MASON T. KING, MBA

HONORS AND RECOGNITION

**TODD L. DAUGHTERY AWARD FOR OUTSTANDING & UNIQUE CONTRIBUTIONS TO THE POLITICAL SCIENCES**

Winner of the Daughtery Award for the University of Kentucky, Department of Political Science

**FINALIST FOR THE VANDEBOSCH OUTSTANDING SENIOR IN POLITICAL SCIENCE AWARD**

Selected as a finalist for the Outstanding Senior in Political Science Award at the University of Kentucky

**DEPARTMENTAL HONORS, POLITICAL SCIENCE AND SPANISH**

Graduated with departmental honors in both Political Science and Spanish at the University of Kentucky

**M. EARL JOHNSON AWARD WINNER**

Winner of the Bethel School of Ministry M. Earl Johnson Award for excellence and outstanding character

**PUBLISHED POET**

Creative Communication Contest: Poetry Selected for Publication

**AP SCHOLAR WITH HONORS**

Granted to students who received an average score of at least a 3.25 on all AP Exams taken

**PHI SIGMA THETA NATIONAL HONOR SOCIETY**

Distinguished member of the University of Kentucky chapter of Phi Sigma Theta Honor Society

EXPERIENCE

**CHIEF EXECUTIVE OFFICER, JUBILEE JOBS OF LEXINGTON**

April 2022 - Present

Chief Executive Officer for Jubilee Jobs. Oversees all programming, financing, human resourcing and development operations. Program services over 500 clients annually providing training, job placement and retention support to disadvantaged job seekers. Program budget and revenue has tripled in first two years, and number of clients served has increased doubled. Launched critical new programs such as the innovative Second Chance Academy, a successful LFUCG Mayor's Office initiative promoting long-term re-entry for FCDC inmates.

**BENEFITS PARALEGAL & VOLUNTEER COORDINATOR, LEGAL AID OF THE BLUEGRASS**

August 2014- April 2022

Bi-lingual benefits specialist and director of volunteer program, responsible for 35 counties throughout Kentucky. Coordinator of the over 100 statewide volunteers. Responsible for training, program compliance and recruitment of professional and lay volunteers. Advises clients on Medicare, Medicaid, KCHIP, and employer/retiree Insurance. Frequent work with local, state and federal agencies regarding benefits issues and payment for medical services. Expert in health policy, Medicare, the Affordable Care Act, Expanded Medicaid, Medicaid Waivers, pandemic-related-benefits, etc. Successfully brokered a partnership between CHI Saint Joseph Hospital and Legal Aid which maximized outreach efforts, and furthered agency objectives. Produced materials that were celebrated at the National Council on Aging. Regularly conducts training and presents at inter-agency meetings. Charged with policy, rule and regulation interpretation for direct client advocacy.

**OWNER AND OPERATOR, THE WILLOW HOUSE**

August 2019- May 2021

Owner and operator of the Willow House, a thriving Airbnb in Redding, CA. Implemented business strategy and creativity to create a bed and breakfast that welcomed hundreds of guests in its first year of operation. Ranked as a

“Super Host” on the Airbnb platform and a regularly featured and celebrated hosting venue in Northern California. Invited as a panelist on an Airbnb focus group to address future company strategy and customer relations.

**LAW CLERK, LEGAL AID OF THE BLUEGRASS**

**December 2012- August 2014**

Assisted attorneys with regular Spanish interpretation to Legal Aid clients, expungement clinics, work with health and government benefits law, specialized work in the prevention of illegal evictions, assistance on immigration cases, work in elder-law, aid in wills clinics, and extensive work with the Fayette County Pro Bono program.

**INTERN, UNITED STATES DEPARTMENT OF STATE**

**August 2015 – October 2015**

Intern for the Office of Public Diplomacy in the United States Embassy located in Asuncion, Paraguay. Tasked with advancing American foreign policy through representing the United States at events across the Republic of Paraguay. Utilized to: draft speeches on behalf of the Ambassador, plan events for the Ambassador’s schedule, write cables to Washington D.C., informing the Department of State on politically significant events, teach classes to local university students, and much more.

**EDUCATION ABROAD PEER AMBASSADOR**

**January 2014 – May 2014**

Ambassador for the International Center and Education Abroad office at the University of Kentucky. Responsible for advising students, educational marketing ventures, and preparing public presentations about topics such as: studying abroad, curriculum integration, marketing strategies, and multiculturalism.

**MUTUAL CLERK, KEENELAND**

**January 2012 – November 2016**

Responsible for selling and cashing wager tickets for Keeneland’s live horse racing meets.

**EDUCATION**

**UNIVERSITY OF SOUTH CAROLINA, AIKEN – MASTER OF BUSINESS ADMINISTRATION**

Cumulative GPA: 4.0; AACSB Accredited

**UNIVERSITY OF KENTUCKY – BACHELOR OF ARTS, SPANISH AND POLITICAL SCIENCE**

Cumulative GPA: 3.778 ; Political Science Major GPA: 4.0; Spanish Major GPA: 4.0

**UNIVERSITY OF KENTUCKY – UNDERGRADUATE CERTIFICATE IN GLOBAL STUDIES**

Successful completion of the University of Kentucky Global Studies Certificate Program.

**BETHEL SCHOOL OF MINISTRY – CERTIFICATE OF COMPLETION**

Successful completion of three years of academic, faith-based studies at the Bethel School of Ministry. Completed a third-year mentorship under Hayley Braun, Associate Overseer of the Second Year Program.

**UNIVERSITY OF SALAMANCA – EDUCATION ABROAD, CUSCO, PERÚ**

Language intensive semester abroad in Cusco, Perú. Completed the educational program with high honors.

**INDEPENDENT RESEARCH IN THE HUMAN HEALTH SCIENCES**

Completed independent research for the University of Kentucky College of Health Sciences under Dr. Geza Bruckner. Conducted a semester-long investigative study on healthcare disparity with regards to economic status and income level along with encouraged actions to help eliminate the said disparities.

**LEXINGTON CHRISTIAN ACADEMY – HIGH SCHOOL DIPLOMA**

Graduated with High Honors from Lexington Christian Academy in Lexington, Kentucky.

COMMUNITY  
SERVICE

**SEARCH.LOVE.RESCUE.**

**August 2012 - Present**

Secretary and Director of Interns, Board of Directors. Leader of Search.Love.Rescue. Colombia missions trips. Director of fundraising efforts.

**BETHEL SHORT TERM MISSIONS TRIP LEADER**

**August 2018 - May 2019**

Missions trip leader for the BSTM Cali, Colombia trip 2019

**HAITI OUTREACH MISSION TRIP**

**May 2010 – July 2011**

Member of the 2010 and 2011 outreach team to St. Louis-du-Nord, Haiti

**VOLUNTEER WORK AT SAINT JOSEPH HOSPITAL**

**September 2012 – December 2015**

Volunteer in the Emergency Department at Saint Joseph Hospital in Lexington, Kentucky.

LEADERSHIP

**BOARD MEMBER – SECRETARY – SEARCH.LOVE.RESCUE. NON-PROFIT**

Elected Secretary on the Board of Directors for Search.Love.Rescue. Appointed Director of Interns.

**HOMEGROUP LEADER – BETHEL SCHOOL OF MINISTRY**

Voted to be small group leader in BSSM1 and Homegroup leader in BSSM2.

**MISSIONS TRIP LEADER – BETHEL SHORT TERM MISSIONS TRIP**

Chosen as a BSTM Trip Leader to Cali, Colombia, 2019.

**PRESIDENT – NATIONAL HONOR SOCIETY**

Elected President of the Lexington Christian Academy chapter of the National Honor Society

**PRESIDENT – LEXINGTON CHRISTIAN ACADEMY CHORAL PROGRAM**

Elected President of the LCA Choral Program in Lexington, Kentucky

## Ronald Delgado

(859) 492-4500 |delgador5@nku.edu| 3710 Laredo Drive, Lexington, KY 40517

### Skills

Bilingual native fluency in Spanish  
 Experience working with students  
 Proficiency in QuickBooks, Practice CS; CCH Axxess, Canva, and the Microsoft Suite  
 Fundraising experience  
 Research experience  
 Event planning, organizational, and interpersonal communication

### Education

Northern Kentucky University, Highland Heights, KY  
 Major in Political Science/Business Administration/Communications Interdisciplinary Studies May 2024

### Work Experience

Frost Brown Todd, Lexington KY September 2023 -- Current

#### *Office Assistant*

- Reconciles vendor accounts and monitors expenditures made to the Kentucky Secretary of State.
- Records all parking validations distributed to clients and visitors, including monthly reconciliation of charges.
- Engages in document governance by checking in, checking out, and containerizing documents for off-site placement.
- Coordinates office maintenance requests and serves as the key point of contact for building administration and maintenance teams.
- Plans office social events including coordinating the event space, making, and sending calendar invitations, and making graphics using Canva.
- Serves as the initial point of contact for clients, visiting attorneys and business professionals, and potential new clients.

Blue&Company, Lexington KY January – June 2023

#### *Seasonal Tax Administrative Intern*

- Assembled tax returns and financial statements for over 1,600 clients.
- Monitored and updated postage charges and reported to the corporate office for billing.
- Maintained office inventory, reconciled monthly credit card statements, and planned weekly office luncheons.
- Released weekly email communications with office staff to inform them of events and luncheons occurring during the succeeding week.
- Leveraged *CCH Axxess* to monitor and update projects and manage client information.
- Developed rapport with varied office staff and assisted in various special projects at the discretion of 5 Directors and the Office Manager.
- 

### Leadership and Volunteer Experience

Carnegie Center for Literacy and Learning May 2023-Current

#### *Volunteer Tutor*

- Mentor a middle school student throughout the year.
- Develop a semester-long tutoring plan to track student's progress throughout the semester.
- Communicate with the student's parent to ensure homework and tutoring work is completed on a week-to-week basis.
- Provide counseling when needed to students.

Northern Kentucky University Inter-Fraternity Council October 2021 – January 2022

#### *Interim President*

- Chaired the Council of Fraternity Presidents and the Inter-fraternity Council Executive Board, overseeing over 200 fraternity men.
- Led fundraising initiatives out of the Office of Greek Life.
- Established working relationships with university administrators and served as the spokesperson for the advancement of the fraternity community at NKU.
- Served as a liaison between the IFC community, Norse Violence Prevention Center, and the Office of Title IX to advocate for greater diversity, equity, inclusion, and power-based violence prevention.

- Presented and passed bylaw amendments to make the Vice-President of Diversity, Equity, and Inclusion a permanent executive board position.

Northern Kentucky University Sigma Phi Epsilon Fraternity

November 2020 – November 2021

*Vice-President of Finance*

- Managed the collection and management of approximately \$30,000 annually in membership dues.
- Led all fundraising initiatives for the chapter including events with local businesses, auctions, alumni outreach, and *Dine to Donate* partnerships with chain restaurants.
- Utilized QuickBooks to monitor cash flow, distribute invoices, dispense funds, and maintain collection records.
- Achieved a collection rate of 95% of membership dues – the highest in chapter history.
- Developed an emergency COVID-19 budget that decreased membership dues by 35%, while increasing chapter savings by 10%.

Northern Kentucky University Student Government Association

May 2020 – March 2021

*Chairman of Student Advocacy*

- Sponsored two resolutions that were unanimously passed by the Student Senate.
- Conducted extensive review of university policies that affected student rights and provided feedback to the Office of Student Conduct, Rights, and Advocacy and the Dean of Students.
- Researched resolution proposals via quantitative research and inter-university outreach.
- Reviewed the by-laws and constitution of the SGA and proposed amendments concerning student rights.
- Presented research to the Board of Regents that preserved many mental health initiatives launched during the COVID-19 pandemic.

Kentucky Governor's School for Entrepreneurs

June 2017

*Demo Day, 1<sup>st</sup> Place*

- Selected to be one of only a handful of students to be selected to attend Kentucky's Governor's School for Entrepreneurs.
- Developed a deep understanding of the business model canvas, design thinking, and *lean startup* strategy.
- Competed at the school's culminating event, *Demo Day*, a sales-pitch competition, and finished 1<sup>st</sup> overall.
- Received a full-tuition scholarship to Northern Kentucky University after the program, totaling \$30,000 in value.

## Exhibit 2.9.1

- Jubilee Jobs' curated Instagram account serves as a vital communication channel to engage with our community and stakeholders.
- We regularly post updates, success stories, event announcements, and program highlights to keep our audience informed and involved.

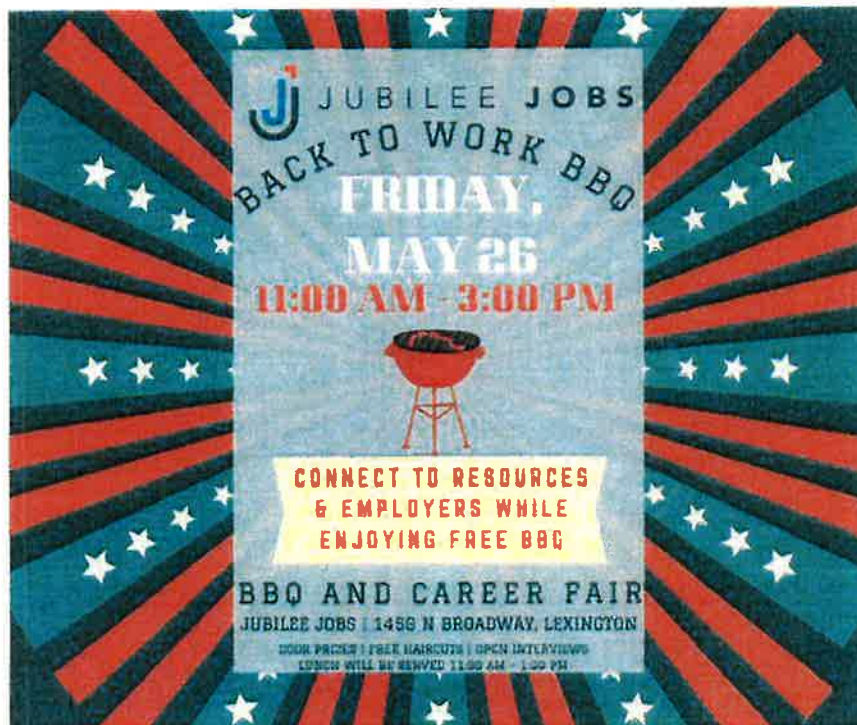


## Exhibit 2.9.2

- Over 20 partner organizations actively participated in our Back to Work BBQ, demonstrating collaborative engagement and support for Jubilee Jobs' mission.
- A remarkable turnout of over 500 clients indicates strong community interest and participation, reflecting the event's success in engaging and serving our target audience.



- By showcasing the success of our "Back to Work BBQ" event through this flyer, we aimed to illustrate our ability to effectively engage partners and the community, thereby enhancing program participation and fostering a sense of belonging among our stakeholders.



### Exhibit 9.2.3

- Increased views, likes, shares, and comments reflect heightened awareness and interest in Jubilee Jobs' mission and activities.
- The "About Us" video (<https://jubileejobsoflexington.org/about-us/>) has facilitated meaningful connections with potential donors, volunteers, and partners, thereby contributing to our organizational growth and sustainability.
- This video evidences our ability to share compelling, concise stories that communicate missional objectives. This is a critical aspect of effective administration of the WORK-Lexington program.



### About Us



Exhibit 9.2.4

- The flyer is distributed through various channels, including community centers, local businesses, partner organizations, and digital platforms.
- Strategic dissemination tactics, such as targeted outreach campaigns and partnerships with key stakeholders, ensure broad accessibility and reach among our target demographic.



Exhibit 9.2.5

- This graphic serves as a dynamic and visually engaging tool to attract participants and drive attendance.
- By showcasing our social media program orientations graphic advertisement, we aim to demonstrate our innovative approach to digital outreach and recruitment, leveraging the power of social media to connect with and empower individuals seeking employment and career development opportunities.

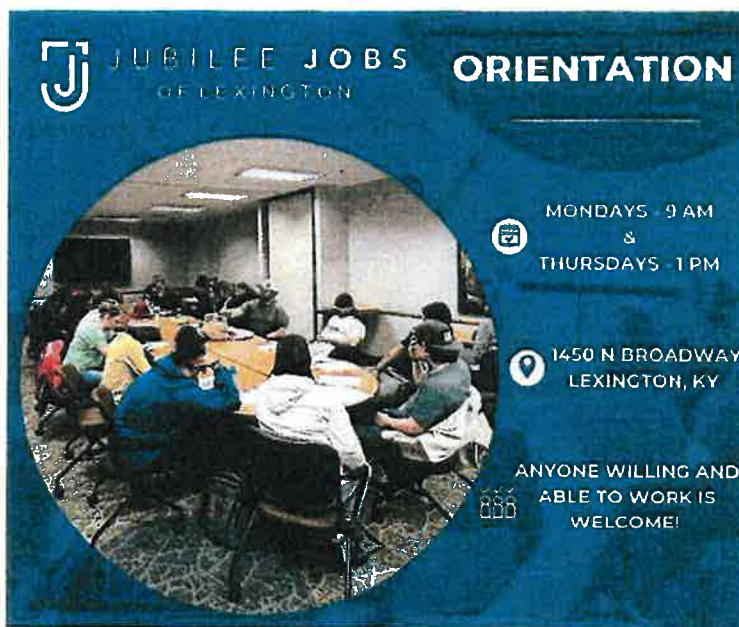


Exhibit 9.2.6

- Our client testimonial series, including the most recent video of Angela – a Second Chance Academy graduate – evidences our ability to tell engaging stories. These vignettes not only serve as powerful reports for funders, but excellent recruitment tools for employer and nonprofit partners. (<https://jubileejobsoflexington.org/testimonials/>)



Testimonials

Angela's Story

Second Chance Academy Graduate



Exhibit 2.10.1

- Below are engaging materials for the "Innovate to Elevate" program, featuring comprehensive program information on the front and interview tips on the back.
- The inclusion of a QR code on our program flyer is just one example of how we harness technology to support our workforce development initiatives. Beyond printed materials, we incorporate QR codes into various digital platforms and communication channels to facilitate easy access to program resources and updates for our target audience.



### Exhibit 2.10.2

- Jubilee Jobs' leadership has consistently delivered impactful projects, such as the "Bright Futures Employment Program." Notably, Taco Bell Foundation's decision to double its funding this year for the program serves as a compelling testament to the program's efficacy.
- Jubilee Jobs of Lexington has a strong track record of performing tasks with excellence, as evidenced by past successes and tangible outcomes achieved, which resulted in Taco Bell Foundation awarding \$50,000 in 2024 for the "Bright Futures Employment Program", compared to the \$25,000 awarded in 2023.



### Exhibit 2.10.3

- Jubilee Jobs' commitment to innovation is evident in the successful deployment of virtual reality (VR) headsets for career exploration within its programs, particularly within the high schools of Fayette County. By harnessing cutting-edge technology, the organization has revolutionized the way students engage with career pathways.
- Through immersive VR experiences, students are transported into realistic work environments, allowing for hands-on exploration of various professions directly within their school settings.

## Transfr Trainee Experience



#### Exhibit 2.10.4

- By strategically increasing our presence at key local events, we aim to raise awareness about our program and the various employment pathways available to high school and college students, especially those facing significant barriers to employment.
- Our active participation in community events such as the Lafayette Civic Expo and the LIFT Conference for young adults is a evidence of our recent outreach and engagement efforts.

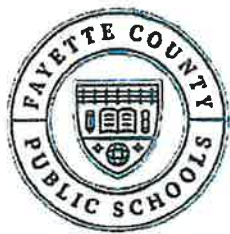


#### Exhibit 2.10.5

- Jubilee Jobs recognizes the importance of holistic support in empowering individuals to achieve sustainable employment and personal growth. In alignment with our commitment to comprehensive workforce development, we have established a strategic partnership with the Black Male Working Academy (BMWA) to provide wrap-around services for young men in their program.

- Beyond traditional workforce development initiatives, Jubilee Jobs and BMWA are committed to offering wrap-around services that address the multifaceted needs of program participants.





450 Park Place  
Lexington, KY 40511  
Phone: (859) 381-4100  
FCPS.net

Board of Education:  
Tyler Murphy, Chair  
Amy Green, Vice Chair  
Amanda Ferguson  
Marilyn Clark  
Jason Moore

Superintendent:  
Demetrius Liggins, PhD

An Equal Opportunity  
School District

May 21, 2024

Re: Jubilee Jobs Letter of Support - Economic Development Partnership Services Proposal

To Whom It May Concern,

I am writing to express my strong support for Jubilee Jobs of Lexington's proposal for the Talent and Workforce Development and WORK-Lexington initiatives. As the Director of Family and Community Engagement (FACE) for Fayette County Public Schools, I have witnessed firsthand the critical need for comprehensive workforce development support for our students and their families. Jubilee Jobs has been a steadfast partner in addressing these needs, and their proposed initiatives align perfectly with our goals for the Family Learning Community Hubs.

Fayette County Public Schools is excited to collaborate with Jubilee Jobs in launching the Family Learning Community Hubs across Fayette County. These hubs will serve as vital resources for our students and their families, offering a holistic approach to education and workforce development. Jubilee Jobs' expertise in job readiness training, career exploration, and life skills education will be instrumental in ensuring the success of these hubs.

Jubilee Jobs' track record of successful program implementation, including the "Innovate to Elevate" initiative and the "Broadened Horizons" program, demonstrates their capability to deliver impactful workforce development services. Their collaborative approach and deep connections within the community make them an ideal partner for this initiative.

I am confident that Jubilee Jobs' participation in the Family Learning Community Hubs will significantly benefit Fayette County Public Schools' students and their families. Their commitment to providing quality workforce development support aligns with our mission to create equitable educational opportunities and foster lifelong success for all students.

Thank you for considering Jubilee Jobs' proposal. I wholeheartedly support their efforts and look forward to the positive impact this collaboration will have on our community.

Sincerely,

A handwritten signature in black ink, appearing to read "Miranda Scully".

Miranda Scully  
Director of Family and Community Engagement (FACE)  
Fayette County Public Schools



444 Glen Arvin Ave. • P.O. Box 1050 • Lexington, KY 40588

Phone: (859) 381-9600 • Fax: (859) 381-9603 • [www.lexingtonrescue.org](http://www.lexingtonrescue.org)

May 21, 2024

Re: Letter of Support – Jubilee Jobs’ WORK-Lexington Proposal

To Whom It May Concern,

Please accept this letter as our strong support for Jubilee Jobs’ WORK-Lexington initiative. As a funded agency of the WORK-Lexington program, Lexington Rescue Mission has had the privilege of collaborating closely with Jubilee Jobs and witnessing their exceptional commitment to workforce development in our community.

Jubilee Jobs has consistently demonstrated their ability to provide comprehensive and effective job readiness and placement services to individuals facing significant barriers to employment. Their innovative approaches and unwavering dedication have been instrumental in helping countless individuals secure stable and meaningful employment. Their expertise and experience make them an ideal candidate to coordinate and elevate the WORK-Lexington initiative to new levels of success.

Through our partnership with Jubilee Jobs, we have seen firsthand the positive impact of their programs. They have not only met but exceeded their goals, providing invaluable support to both job seekers and employers in Lexington. Jubilee Jobs’ collaborative spirit and strong community connections have significantly enhanced the effectiveness of the WORK-Lexington initiative.

Lexington Rescue Mission supports Jubilee Jobs’ proposal and their vision for the future of the WORK-Lexington initiative. We are confident that their influence will bring about significant positive change and further strengthen our collective efforts to address unemployment and underemployment in Lexington. We look forward to continuing our partnership with Jubilee Jobs and witnessing the continued success of the WORK-Lexington initiative under their capable coordination.

Thank you for considering Jubilee Jobs’ proposal. We wholeheartedly endorse their efforts and believe that their involvement will be a tremendous asset to the WORK-Lexington initiative and the broader community.

Best Regards,

Laura Carr  
Executive Director





LEXINGTON LEADERSHIP FOUNDATION

May 21, 2024

Re: Lexington Leadership Foundation Letter of Support – Jubilee Jobs

To Whom It May Concern,

I am writing to express my enthusiastic support for Jubilee Jobs of Lexington's proposals for the LFUCG WORK-Lexington initiative and the Talent and Workforce Development program.

As the CEO of Lexington Leadership Foundation (LLF), I have had the privilege of collaborating with Jubilee Jobs on numerous community-serving initiatives, including another LFUCG program – the Second Chance Academy. Our partnership has consistently demonstrated Jubilee Jobs' commitment to transforming lives and fostering economic stability in our community.

Jubilee Jobs' influence and effectiveness, particularly with young people in Fayette County, is invaluable. Their holistic approach to workforce development—encompassing job readiness training, career exploration, and life skills education—aligns seamlessly with LLF's mission to engage and empower youth. Through programs like Innovate to Elevate and Broadened Horizons, Jubilee Jobs has successfully bridged educational and employment gaps, providing young individuals with the tools and confidence needed to thrive in today's job market.

The WORK-Lexington initiative, under Jubilee Jobs' coordination, promises to elevate our community's workforce development efforts to new heights. Their strategic plan to expand outreach, integrate services with community partners, and implement a robust marketing strategy will undoubtedly enhance the program's reach and impact. Moreover, Jubilee Jobs' ability to connect with local employers and their extensive network of support services ensures that job seekers receive the comprehensive assistance they need to secure and retain employment.

Jubilee Jobs' longstanding success in workforce development and their deep-rooted connections across multiple sectors within the community make them the perfect organization for these initiatives. Their proven track record of exceeding program goals and securing additional funding speaks to their capability and dedication. We are confident that Jubilee Jobs' leadership in the WORK-Lexington initiative and the Talent and Workforce Development program will result in significant positive outcomes for our community. Their unwavering commitment to service makes them a vital asset to our collective mission of empowering individuals and strengthening our community.

Sincerely,

A handwritten signature in black ink, appearing to read "Christian Postel", written over a light blue horizontal line.

Christian Postel  
CEO | Lexington Leadership Foundation



May 20, 2024

To Whom It May Concern,

I am writing to express my strong support for Jubilee Jobs of Lexington's proposal for the WORK-Lexington Initiative. As the CEO of Tracy's House, a sober living and treatment program in Lexington, I have had the privilege of witnessing firsthand the transformative impact Jubilee Jobs has on our residents through their job training and placement services.

Jubilee Jobs has been a critical partner in our mission to support individuals in recovery. Their dedication to providing comprehensive job readiness training and employment opportunities has been instrumental in helping our residents rebuild their lives. The skills and confidence our residents gain through Jubilee Jobs' programs significantly contribute to their long-term recovery and reintegration into society.

The expanded services proposed under the WORK-Lexington initiative are particularly exciting for Tracy's House and the individuals we serve. Enhanced outreach and integrated services will undoubtedly increase the reach and effectiveness of the program. These improvements will provide critical support to our participants in recovery, offering them even more resources to secure stable employment and achieve self-sufficiency.

We are committed to actively participating in the WORK-Lexington initiative by bringing our residents to the orientations and ensuring they receive the assistance offered. The structured and supportive environment of Tracy's House, combined with the expert guidance and resources provided by Jubilee Jobs, and WORK-Lexington partners, creates a powerful synergy that fosters successful outcomes for our residents.

Jubilee Jobs' proven track record and their unwavering commitment to workforce development make them an ideal coordinator for the WORK-Lexington Initiative. We wholeheartedly support their proposal and look forward to continuing our partnership to provide meaningful and impactful services to individuals in recovery.

Sincerely,

Chiquita Shields  
CEO, Tracy's House



To Whom It May Concern,

I am writing on behalf of Caise Place to express our strong support for Jubilee Jobs of Lexington's proposal for the WORK-Lexington initiative. As the House Manager at Caise Place a sober living program, I have seen firsthand how Jubilee Jobs has been a vital partner in providing valuable employment services to our residents.

Jubilee Jobs has played a crucial role in our residents' recovery journeys by offering comprehensive job readiness training and connecting them with employment opportunities. Their dedicated staff works tirelessly to ensure that each individual receives personalized support, which has made a significant difference in helping our residents gain the skills and confidence needed to re-enter the workforce. The impact of their services is evident in the success stories of many of our participants who have secured stable employment and are on the path to long-term recovery.

The proposed expansion of the WORK-Lexington initiative is an exciting development for Caise Place and the individuals we serve. Their experience-based strategy will greatly benefit our residents, providing them with additional resources and support to achieve their employment goals. These improvements will help address the unique challenges faced by individuals in recovery, offering them a better chance at rebuilding their lives.

At Caise Place, we are committed to actively supporting the WORK-Lexington initiative. We will ensure that our residents attend the orientations and take full advantage of the assistance provided by Jubilee Jobs and other collaborative partners.

Jubilee Jobs does what they say they're going to do, and helps our people not only secure jobs but a second shot at life.

Thank you for considering Jubilee Jobs' proposal. We look forward to continuing our relationship and witnessing the positive impact of the expanded WORK-Lexington initiative.

Regards,



Asher Snedegar  
House Manager  
Caise Place



Jonathan Allen  
Primary Purpose Behavioral Health  
Owner  
C: 859-699-3046  
E: [jonathanallen@primarypurposebh.com](mailto:jonathanallen@primarypurposebh.com)

To Whom It May Concern,

I am writing to offer my enthusiastic support for Jubilee Jobs of Lexington's proposal for the WORK-Lexington initiative. As the Founder and CEO of Primary Purpose Behavioral Health, which provides outpatient counseling, intensive outpatient programs, and safe sober living, I have seen the significant positive impact that Jubilee Jobs has had on our residents through their job training and placement services.

Jubilee Jobs has been an invaluable partner in our mission to support individuals in their recovery journey. Their commitment to providing comprehensive job readiness training and employment opportunities has been a cornerstone in our community helping individuals with SUD rebuild their lives and gain the skills and confidence necessary for sustained recovery.

The personalized support and professional guidance they offer have made a tremendous difference in the lives of those we serve. The proposed expansion of services under the WORK-Lexington initiative is particularly exciting for Primary Purpose Behavioral Health and our clients.

We are committed to actively participating in the WORK-Lexington initiative by bringing our clients to orientations and ensuring they receive the valuable assistance offered. The structured environment and support provided by Primary Purpose Behavioral Health, combined with the expert job training and placement services from Jubilee Jobs, create a powerful combination that fosters successful outcomes for our residents.

Jubilee Jobs' proven expertise and dedication make them an ideal point guard for this initiative. Thank you for considering Jubilee Jobs' proposal. We are confident that their expanded role in the WORK-Lexington initiative will greatly benefit our community and the lives of those we serve.

Regards,

A handwritten signature in black ink, appearing to read "Jonathan Allen", is positioned above the typed name.

Jonathan Allen, CEO  
Primary Purpose, Inc.



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0583-25**

**File ID:** 0583-25

**Type:** Resolution

**Status:** Approved

**Version:** 1

**Contract #:** 189-2025

**In Control:** Urban County Council

**File Created:** 06/06/2025

**File Name:** HOPE CTR FY26 COMMUNITY CORRECTIONS

**Final Action:** 06/26/2025

**Title:** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Purchase of Service Agreement with the Hope Center, Inc., for the Fayette County Detention Center Recovery Program to provide daily recovery services to the inmates of the Fayette County Detention Center, effective July 1, 2025, through June 30, 2026, at an estimated cost not to exceed \$228,000, for FY2026. [Div. of Community Corrections, Colvin]

**Notes:** RIO 6/24/2025. MS

SAF in the CCO. Returned to Tammy/Rita 7/2/2025. MS

**Sponsors:**

**Enactment Date:** 06/26/2025

**Attachments:** HOPE CTR memo FY26, HOPE CTR FY26 agreement (unsigned), RESO 0583-25 4912-0274-3631 v.1.doc, R-303-2025, 189-2025 - 303-2025 - CONTRACT - 2025 - CLK - Contracts - 7-1-2025

**Enactment Number:** R-303-2025

**Deed #:**

**Hearing Date:**

**Drafter:** BRADLEY, TAMMY

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	06/24/2025	Approved and Referred to Docket	Urban County Council	06/26/2025		Pass
1	Urban County Council	06/26/2025	Received First Reading	Urban County Council	06/26/2025		
1	Urban County Council	06/26/2025	Suspended Rules for Second Reading				Pass
1	Urban County Council	06/26/2025	Approved				Pass

### Text of Legislative File 0583-25

**Title**

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Purchase of Service Agreement with the Hope Center, Inc., for the Fayette County Detention Center Recovery Program to provide daily recovery services to the inmates of the Fayette County Detention Center, effective July 1, 2025, through June 30, 2026, at an estimated cost not to exceed \$228,000, for FY2026. [Div. of Community Corrections, Colvin]

**Summary**

Authorization to execute an Agreement with the Hope Center for the Detention Center Recovery Program to provide daily recovery services to inmates of the Fayette County Detention Center at an annual cost of \$228,000 for a term of one (1) fiscal year beginning July 1, 2025. Funds are Budgeted. (L0583-25) (Colvin/Armstrong)

Budgetary Implications [select]: Yes

Advance Document Review:

**Law:** No

**Risk Management:** No

Fully Budgeted [select]: Yes in FY 2026 Proposed Budget

Account Number: 1101-505403-5434-71299

This Fiscal Year Impact: \$228,000.00

Annual Impact: \$228,000.00

Project:

Activity:

Budget Reference:

Current Balance: \$228,000.00

TO: Mayor Linda Gorton  
Urban County Council

FROM: Chief G.S. Colvin  
Division of Community Corrections

CC: Commissioner Kenneth Armstrong  
Department of Public Safety

DATE: June 2, 2025

SUBJECT: Hope Center for Detention Center Recovery Program Agreement Approval

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### **Request**

Council authorization is requested to enter into an agreement with the Hope Center for the Detention Center Recovery Program.

### **Why are you requesting?**

Hope Center for Detention Center Recovery Program provides daily recovery services to the inmates of the Fayette County Detention Center. Program capacity is fifteen (15) women and thirty (30) men.

Funds have been requested in the upcoming FY26 budget. The annual cost of the program is \$228,000. The term of the agreement is for one (1) fiscal year beginning July 1, 2025, and ending June 30, 2026. Division of Community Corrections will have the option to renew this agreement on a year-to-year basis. The agreement can be terminated by giving not less than thirty (30) days' written notice of termination.

### **What is the cost in this budget year and future budget years?**

Funds for this agreement are requested for FY26 - \$228,000

**Are the funds budgeted? Yes.**

**File Number: L0583-25**

**Director/Commissioner: Chief G.S. Colvin**



## **PURCHASE OF SERVICE AGREEMENT**

THIS PURCHASE OF SERVICE AGREEMENT ("Agreement") made and entered into on the first day of July, 2025, by and between the Lexington Fayette Urban County Government ("Urban Government") and the Hope Center, Inc. ("Hope Center") with offices located at 360 West Loudon Avenue, Lexington Kentucky 40588.

### **WITNESSETH**

That for and in consideration of the mutual promises and covenants herein expressed, the Division and the Hope Center agree as follows:

1. The Urban Government hereby retains the Hope Center for the period beginning on July 1, 2025, and continuing for twelve (12) months from that date unless within that period the Urban Government gives the Hope Center thirty (30) days written notice of termination of this Agreement in which case this Agreement shall terminate thirty (30) days from the date the notice is given.
2. The Urban Government shall pay the Hope Center the sum of Two Hundred Twenty-Eight Thousand Dollars (\$228,000) for the services required by this Agreement. Said service more particularly described in the Addendum attached hereto and incorporated herein by reference. Payment shall be made in 12 equal monthly installments of Nineteen Thousand Dollars (\$19,000) upon the submission of invoicing. A detailed quarterly program report shall be submitted to the Urban Government no later than October 15, 2025; January 15, 2026; April 15, 2026; and July 15, 2026.
3. In the event of termination of this Agreement by the Urban Government as provided for in paragraph 1 above, the Hope Center shall be entitled to that portion of total compensation due under this Agreement as the service rendered bears to the service required herein.
4. The Hope Center shall perform all duties and services included in the Addendum attached hereto faithfully and satisfactorily at the time, place, and for the duration prescribed herein. Compensation paid under this Agreement shall be used exclusively for the services outlined in the Addendum and for no other purpose. Any alteration in the nature of such services and duties constitutes an amendment to this Agreement and must be in writing, signed by both parties. The Hope Center shall keep itself fully informed of all federal and state laws and all municipal ordinances and regulations, whether or not such laws, ordinances or regulations are mentioned herein, and shall indemnify the Urban Government, its officers, agents and employees against any claim or liability arising from and based on the Hope Center's violation of any such laws, ordinances or regulations.
5. All of the Hope Center employees, agents, and representatives wishing to enter the Urban Government's detention facility must first receive a security clearance before entrance. Requests for security clearances will be made by contacting the Division of Community Corrections at least three weeks before the intended entrance. The Urban Government



reserves the right to refuse entrance to any person(s) not in possession of a security identification badge or to confiscate any security identification badge issued at its discretion.

6. The Urban Government may designate such persons as may be necessary to monitor and evaluate the services rendered by the Hope Center. The Urban 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 the Urban Government, or its designee, shall in no manner be presumed to relieve in any degree the responsibility or obligations of the Hope Center, nor to constitute the Hope Center as an agent of the Urban Government.
7. The Hope Center shall adopt a written sexual harassment policy, which shall, at a minimum, contain a statement of current law; a list of prohibited behaviors; a compliance 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 the Hope Center conducts business. The policy shall be made available to the Urban Government upon request.
8. This instrument, and the Addendum, incorporated herein, 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.
9. Notice – any written notice required by the Agreement shall be delivered by certified mail, return receipt requested, to the following:

The Hope Center, Inc.

Hope Center - David Shadd  
298 W. Loudon Ave  
Lexington, KY 40508  
Attn: David Shadd

LFUCG: LFUCG – Division of Community Corrections  
600 Old Frankfort Circle  
Lexington, KY 40510  
Attn: G. Scott Colvin, Chief

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

LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT

HOPE CENTER

BY: \_\_\_\_\_

Linda Gorton, Mayor

BY: \_\_\_\_\_ 

TITLE: \_\_\_\_\_ CEO

ATTEST:

\_\_\_\_\_

Clerk of the Urban County Council

## ADDENDUM

### **DETENTION CENTER RECOVERY PROGRAM**

**PROGRAM SUMMARY:** Both innovative and creative, the Detention Recovery Programs provides daily, full-day recovery services Monday – Friday to inmates of the Fayette County Detention Center. To complete the program, participants take an average of 92 classes and attend 204 meetings. Program capacity is 15 women and 30 men, and the program serves about 106 participants annually. Program goals are success completion of all program components. All participants receive daily lessons in the 12-Steps and Recovery Dynamics, supplemented with additional classes. Community Meetings, held 2-3 times weekly, address issues that arise from day-to-day community living. Participants hold themselves and their peers accountable for conduct and a commitment to change. The community meetings help participants by identifying specific issues that may be impeding recovery, such as a loss of focus, reoccurring destructive behaviors or unacceptable program behavior. The community members make suggestion, and through a vote select a learning experience that will help the participant gain insight into the need for change. Cognitive Behavioral Intervention (CBI), is presented in two course, Thinking for a Change, and Problem Solving for Offenders. Both courses are endorsed by the National Institute of Corrections to promote effective changes in offender thinking patterns. The courses teach offenders to change and manage antisocial feelings and thinking; increase self-control, self-management and problem solving skills; and to recognize risky situations and develop plans to deal with them. Transition planning starts about halfway through the program.

The Detention Recovery Program addresses the bonus point-eligible need area of substance abuse; and we request these bonus points.

**Long –Term Program Goals:** The long-term program goal:

1. To provide services that will result in reduced recidivism among program participants who complete the program

<b>ACTIVITIES</b>	<b>OUTPUTS</b>	<b>OUTCOMES</b>
Program management, coordination with Detention Center, coordination with community and agency partners, coordination of volunteer activities, maintenance of existing staff levels	Provision of ongoing supervision and support to staff and volunteers; ongoing coordination with all community partners	Consistent ongoing day-to-day management of the program, including consistent procedures and clear communication to participants
Provision of services including screening, mentoring, counseling, classes, community meetings, transition planning, and other core services.	Provision of program admission for 44 women and 62 men, and provision of classes and other services provided Monday – Friday of each week for up to 15 women and 30 men.	An admission –to-completion ration (a/c) of 43% for women and 60% for men.
Provision of Recovery Dynamics, Cognitive Behavior Intervention, AA materials, and other necessary teaching resources.	Distribution of materials to up to 15 women and 30 men.	Improved knowledge of Recovery Dynamics in 50% of participants who remain in the program for at least 30 days.

<b>INDICATOR</b>	<b>MEASUREMENT TOOL/APPROACH</b>	<b>SAMPLING STRATEGY &amp; SIZE</b>	<b>FREQUENCY &amp; SCHEDULE OF DATA COLLECTION</b>
Satisfactory Program Management	Documented issues, problems or grievances from clients or detention center staff	All Hope Detention Recovery Program employees, and all participants in the recovery programs to the extent that grievances will be collected	Reported weekly as part of ongoing Hope Center management team meetings, with written documentation available.
Advancement in program, program completion	Program records indicating admissions and completions	All participants who are admitted to the program	Information is compiled monthly as part of Hope Center’s ongoing data collection, management, and analysis
Satisfactory completion of Recovery Dynamics evaluations	Regular Recovery Dynamics evaluations	All participants who remain in the program at least 14 days	At least weekly

RESOLUTION NO. \_\_\_\_\_-2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A PURCHASE OF SERVICE AGREEMENT WITH THE HOPE CENTER, INC., FOR THE FAYETTE COUNTY DETENTION CENTER RECOVERY PROGRAM TO PROVIDE DAILY RECOVERY SERVICES TO THE INMATES OF THE FAYETTE COUNTY DETENTION CENTER, EFFECTIVE JULY 1, 2025, THROUGH JUNE 30, 2026, AT AN ESTIMATED COST NOT TO EXCEED \$228,000.00, FOR FY2026.

---

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 Purchase of Service Agreement, which is attached hereto and incorporated herein by reference, with the Hope Center, Inc., for a Detention Center Recovery Program to provide daily recovery services to the inmates of the Fayette County Detention Center, effective July 1, 2025, through June 30, 2026.

Section 2 - That an amount, not to exceed the sum of \$228,000.00, be and hereby is approved for payment to the Hope Center, Inc., for FY 2026 from account #1101-505403-71299, 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

0583-25:WDR:4912-0274-3631, v. 1

RESOLUTION NO. 303 -2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A PURCHASE OF SERVICE AGREEMENT WITH THE HOPE CENTER, INC., FOR THE FAYETTE COUNTY DETENTION CENTER RECOVERY PROGRAM TO PROVIDE DAILY RECOVERY SERVICES TO THE INMATES OF THE FAYETTE COUNTY DETENTION CENTER, EFFECTIVE JULY 1, 2025, THROUGH JUNE 30, 2026, AT AN ESTIMATED COST NOT TO EXCEED \$228,000.00, FOR FY2026.

---

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 Purchase of Service Agreement, which is attached hereto and incorporated herein by reference, with the Hope Center, Inc., for a Detention Center Recovery Program to provide daily recovery services to the inmates of the Fayette County Detention Center, effective July 1, 2025, through June 30, 2026.

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

PASSED URBAN COUNTY COUNCIL: June 26, 2025



\_\_\_\_\_  
MAYOR

ATTEST:

  
\_\_\_\_\_  
CLERK OF URBAN COUNTY COUNCIL  
0583-25:WDR:4912-0274-3631, v. 1

## **PURCHASE OF SERVICE AGREEMENT**

THIS PURCHASE OF SERVICE AGREEMENT ("Agreement") made and entered into on the first day of July, 2025, by and between the Lexington Fayette Urban County Government ("Urban Government") and the Hope Center, Inc. ("Hope Center") with offices located at 360 West Loudon Avenue, Lexington Kentucky 40588.

### **WITNESSETH**

That for and in consideration of the mutual promises and covenants herein expressed, the Division and the Hope Center agree as follows:

1. The Urban Government hereby retains the Hope Center for the period beginning on July 1, 2025, and continuing for twelve (12) months from that date unless within that period the Urban Government gives the Hope Center thirty (30) days written notice of termination of this Agreement in which case this Agreement shall terminate thirty (30) days from the date the notice is given.
2. The Urban Government shall pay the Hope Center the sum of Two Hundred Twenty-Eight Thousand Dollars (\$228,000) for the services required by this Agreement. Said service more particularly described in the Addendum attached hereto and incorporated herein by reference. Payment shall be made in 12 equal monthly installments of Nineteen Thousand Dollars (\$19,000) upon the submission of invoicing. A detailed quarterly program report shall be submitted to the Urban Government no later than October 15, 2025; January 15, 2026; April 15, 2026; and July 15, 2026.
3. In the event of termination of this Agreement by the Urban Government as provided for in paragraph 1 above, the Hope Center shall be entitled to that portion of total compensation due under this Agreement as the service rendered bears to the service required herein.
4. The Hope Center shall perform all duties and services included in the Addendum attached hereto faithfully and satisfactorily at the time, place, and for the duration prescribed herein. Compensation paid under this Agreement shall be used exclusively for the services outlined in the Addendum and for no other purpose. Any alteration in the nature of such services and duties constitutes an amendment to this Agreement and must be in writing, signed by both parties. The Hope Center shall keep itself fully informed of all federal and state laws and all municipal ordinances and regulations, whether or not such laws, ordinances or regulations are mentioned herein, and shall indemnify the Urban Government, its officers, agents and employees against any claim or liability arising from and based on the Hope Center's violation of any such laws, ordinances or regulations.
5. All of the Hope Center employees, agents, and representatives wishing to enter the Urban Government's detention facility must first receive a security clearance before entrance. Requests for security clearances will be made by contacting the Division of Community Corrections at least three weeks before the intended entrance. The Urban Government

reserves the right to refuse entrance to any person(s) not in possession of a security identification badge or to confiscate any security identification badge issued at its discretion.

6. The Urban Government may designate such persons as may be necessary to monitor and evaluate the services rendered by the Hope Center. The Urban 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 the Urban Government, or its designee, shall in no manner be presumed to relieve in any degree the responsibility or obligations of the Hope Center, nor to constitute the Hope Center as an agent of the Urban Government.
7. The Hope Center shall adopt a written sexual harassment policy, which shall, at a minimum, contain a statement of current law; a list of prohibited behaviors; a compliance 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 the Hope Center conducts business. The policy shall be made available to the Urban Government upon request.
8. This instrument, and the Addendum, incorporated herein, 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.
9. Notice – any written notice required by the Agreement shall be delivered by certified mail, return receipt requested, to the following:

The Hope Center, Inc.

Hope Center - David Shadd  
298 W. London Ave  
Lexington, KY 40508  
 Attn: David Shadd

LFUCG:

LFUCG – Division of Community Corrections

600 Old Frankfort Circle

Lexington, KY 40510

Attn: G. Scott Colvin, Chief



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

LEXINGTON-FAYETTE URBAN

HOPE CENTER

COUNTY GOVERNMENT

BY: Linda Gorton

BY: [Signature]

Linda Gorton, Mayor

TITLE: CEO

ATTEST:

Mackenzie Stock

Clerk of the Urban County Council

*Deputy*

## ADDENDUM

### **DETENTION CENTER RECOVERY PROGRAM**

**PROGRAM SUMMARY:** Both innovative and creative, the Detention Recovery Programs provides daily, full-day recovery services Monday – Friday to inmates of the Fayette County Detention Center. To complete the program, participants take an average of 92 classes and attend 204 meetings. Program capacity is 15 women and 30 men, and the program serves about 106 participants annually. Program goals are success completion of all program components. All participants receive daily lessons in the 12-Steps and Recovery Dynamics, supplemented with additional classes. Community Meetings, held 2-3 times weekly, address issues that arise from day-to-day community living. Participants hold themselves and their peers accountable for conduct and a commitment to change. The community meetings help participants by identifying specific issues that may be impeding recovery, such as a loss of focus, reoccurring destructive behaviors or unacceptable program behavior. The community members make suggestion, and through a vote select a learning experience that will help the participant gain insight into the need for change. Cognitive Behavioral Intervention (CBI), is presented in two course, Thinking for a Change, and Problem Solving for Offenders. Both courses are endorsed by the National Institute of Corrections to promote effective changes in offender thinking patterns. The courses teach offenders to change and manage antisocial feelings and thinking; increase self-control, self-management and problem solving skills; and to recognize risky situations and develop plans to deal with them. Transition planning starts about halfway through the program.

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Provision of services including screening, mentoring, counseling, classes, community meetings, transition planning, and other core services.	Provision of program admission for 44 women and 62 men, and provision of classes and other services provided Monday – Friday of each week for up to 15 women and 30 men.	An admission –to-completion ratio (a/c) of 43% for women and 60% for men. .
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Satisfactory completion of Recovery Dynamics evaluations	Regular Recovery Dynamics evaluations	All participants who remain in the program at least 14 days	At least weekly



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0584-25**

**File ID:** 0584-25

**Type:** Resolution

**Status:** Approved

**Version:** 1

**Contract #:** 186-2025

**In Control:** Urban County Council

**File Created:** 06/06/2025

**File Name:** Commerce Lexington FY2026 PSA

**Final Action:** 07/01/2025

**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, Glasscock]

**Notes:** RIO 6/24/2025. MS

SAF in the CCO. Returned to Troy Black via IOM 7/7/2025. MS

**Sponsors:**

**Enactment Date:** 07/01/2025

**Attachments:** Blue Sheet Commerce Lexington FY2026, PSA  
Commerce Lexington FY2026 Exhibit D, PSA  
FY2026 Commerce Lexington Signed, PSA  
Commerce Lexington FY2026 Exhibit E, RESO  
0584-25 FY 26 EDP PSA Commerce Lex  
4896-6262-7151 v.1.docx, R-312-2025, 186-2025 -  
312-2025 - CONTRACT - 2025 - CLK - Contracts -  
7-2-2025

**Enactment Number:** R-312-2025

**Deed #:**

**Hearing Date:**

**Drafter:** Troy Black

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	06/24/2025	Approved and Referred to Docket	Urban County Council	06/26/2025		Pass
1	Urban County Council	06/26/2025	Received First Reading	Urban County Council	07/01/2025		
1	Urban County Council	07/01/2025	Approved				Pass

### Text of Legislative File 0584-25

#### 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, Glasscock]

**Summary**

Authorization to execute a Purchase of Services Agreement with Commerce Lexington to assist LFUCG with New Business Development and Existing Business Retention and Expansion pursuant to RFP 35-2024 at a cost of \$209,061.41 for the period of July 1, 2025 to June 30, 2026 as approved by the Lexington Economic Development Investment Board. Funds are Budgeted. (L0584-25)(Glasscock/Atkins)

Budgetary Implications [select]: Yes

Advance Document Review:

**Law:** { Yes, Completed by [Evan Thompson, 6/6/2025]}

**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: fully Budgeted in 1101-900112

**EXHIBIT "D"**

Lexington/Fayette Urban County Government  
Addendum for Services  
Commerce Lexington

**RFP #35-2024**



# Lexington-Fayette Urban County Government

## Request for Proposals

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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(1). 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																	
<b>Total:</b>																	

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](mailto: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 MWDBE 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 MWDBE 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](mailto: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>)

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

<b>Company Name</b>	<b>Contact Person</b>
<b>Address/Phone/Email</b>	<b>Bid Package / Bid Date</b>

MWDBE Company Address	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** \_\_\_\_\_

<b>Project Name/ Contract #</b>	<b>Work Period/ From:</b> _____ <b>To:</b> _____
<b>Company Name:</b>	<b>Address:</b>
<b>Federal Tax ID:</b>	<b>Contact Person:</b>

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 MWDBE 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 MWDBE 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, safety 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**

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**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:

<b><u>Coverage</u></b>	<b><u>Limits</u></b>
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.

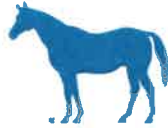
### Right to Review, Audit and Inspect

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 10<sup>th</sup> 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](http://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 31<sup>st</sup> 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 31<sup>st</sup> 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



**PURCHASE OF SERVICE AGREEMENT**

THIS PURCHASE OF SERVICE AGREEMENT, made and entered into on the \_\_\_\_\_ day of July 2025, 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, 2025.

**WITNESSETH**

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
- D. Exhibit “D” – RFP #35-2024
- E. 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, 2025, 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 one (1) additional term of one (1) year, 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. The Funds shall be subject to and contingent upon the final approval by the Urban County Council of the Lexington-Fayette Urban County Government's Fiscal Year

2026 budget. 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 (1/4<sup>th</sup>) 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 and workforce development efforts of the project 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<sup>th</sup>) of the month following the end of each quarter (e.g.: Friday, October 10, 2025; Thursday, January 10, 2026; Friday, April 10, 2026; and Friday, July 10, 2026), 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 May 31, 2026, 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, 2026, 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. Upon notification of any such requirement for membership, this Agreement and Organization's services to Government shall automatically become void.

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:   
CARLA BLANTON, CHAIR

ATTEST:

  
WITNESS: \_\_\_\_\_

DATE: 6/2/2025

Dawn Pope Flickinger  
NOTARY PUBLIC  
Commonwealth of Kentucky  
Commission Number KYNP97005  
My Commission Expires 02/17/2029

## 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 May 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 May 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 QUESTIONNAIRE**

**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:**

<u>Name of Company</u>	<u>Employment Sector</u>	<u>Number of Employees</u>	<u>Average Wage</u>	<u>Total Payroll</u>
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**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:**

<u>Employment Sector</u>	<u>Number of Employees</u>	<u>Average Wage</u>	<u>Total Payroll</u>	<u>Workforce Partners Attending</u>
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## EXHIBIT "C"

### Lexington/Fayette Urban County Government Addendum for Services Commerce Lexington

#### COMMERCE LEXINGTON ANNUAL QUESTIONNAIRE

##### 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, 2025 – June 30, 2026):

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, 2025 – June 30, 2026):

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, 2025 – June 30, 2026)**

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, 2025 – June 30, 2026):

**New Lexington Businesses Announced (July 1, 2025 – June 30, 2026):**

<u>Name of Company</u>	<u>Employment Sector</u>	<u>Number of Employees</u>	<u>Average Wage</u>	<u>Total Payroll</u>	<u>Company Investment</u>
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**Barriers identified regarding potential new businesses locating to Lexington (July 1, 2025 – June 30, 2026):**

**EXISTING BUSINESS RETENTION & EXPANSION PROGRAM**

**Lexington specific existing business visit meetings (July 1, 2025 – June 30, 2026):**

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, 2025 – June 30, 2026):**

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, 2025 – June 30, 2026):**

<u>Employment Sector</u>	<u>Number of Employees</u>	<u>Average Wage</u>	<u>Total Payroll</u>	<u>Workforce Partners Attending</u>
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**Major data/items collected during existing business company visits (July 1, 2025 – June 30, 2026):**

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, 2025 – June 30, 2026):**

**EXHIBIT "D"**

Lexington/Fayette Urban County Government  
Addendum for Services  
Commerce Lexington

**RFP #35-2024**

**EXHIBIT "E"**

Lexington/Fayette Urban County Government  
Addendum for Services  
Commerce Lexington

**COMMERCE LEXINGTON  
RFP #35-2024 RESPONSE  
WORK PLAN**

4939-1249-7984, v. 1

**EXHIBIT "E"**

Lexington/Fayette Urban County Government  
Addendum for Services  
Commerce Lexington

**COMMERCE LEXINGTON  
RFP #35-2024 RESPONSE  
WORK PLAN**

4939-1249-7984, v. 1



# REQUEST FOR PROPOSAL: ECONOMIC DEVELOPMENT PARTNERSHIP SERVICES

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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.

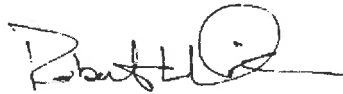
# A

## 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

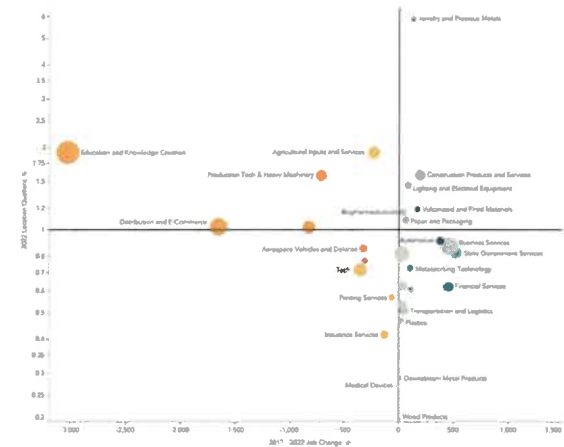
On behalf of the Lexington-Fayette Urban County Government, Commerce Lexington contracted with Ted Abernathy, Economic Leadership, LLC, to assess current strategic targets and identify new strategic target industry sectors for the city of Lexington. The comprehensive study reviewed existing industry 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



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

### 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.

**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."

### (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.

### 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)



# 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.

**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.



# 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.

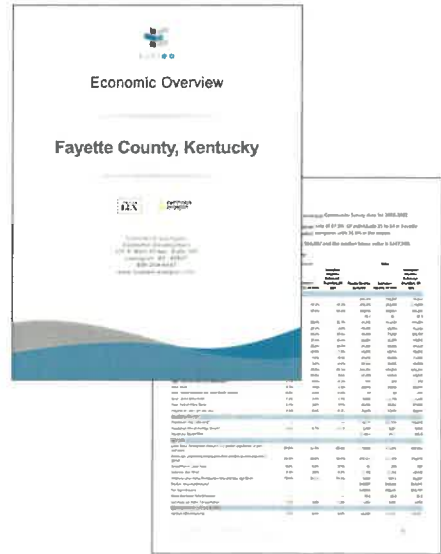
### (2.1) New Business Development (CONT.)

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-date 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.



# 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.

### (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 LocationLexington 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.



# 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.

**(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 opportunities 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 Development	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
	<b>Total</b>	<b>96,950</b>
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
	<b>Total</b>	<b>46,200</b>



# A Letter of Intent / Statement of Services

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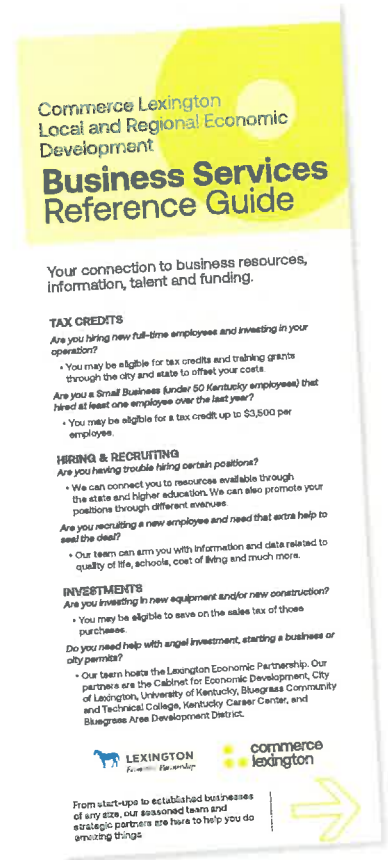
Identification of criteria to measure the success of your proposal.

**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.



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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.



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 Glascock, Director of Business Engagement - Office of the Mayor, LFUGG o Lexington Jobs Fund • Erica Rogers, Director of Agriculture Development – Office of the Mayor, LFUGG o Bluegrass AgTech Development Corp. grant • George Ward, Executive Director, Goldstream 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: • C&A
12:00 pm	Networking Lunch
1:00 pm	Event Concludes



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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.



# A

## Letter of Intent / Statement of Services

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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.

# A

## Letter of Intent / Statement of Services

**A.2 – A.3**

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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.

**ELAIKE ALLEN LLC.**  
Elaike AI on provides comprehensive construction management services that provide the best results for your specific project needs and requirements. Elaike AI on offers the following construction services: Project Management, Cost Estimating, Scheduling, Contract Administration and Change Order Management.  
Elaike E. Carter, IV, Owner  
Phone: 606.271.3372  
www.elaikeallen.com

**ELSG**  
EQUITY SOLUTIONS GROUP  
A certified MBE with headquarters in Lexington, Kentucky, Equity Solutions Group (ELSG) is a strategic sourcing firm with an emphasis on expense reduction while ensuring competitive participation.  
Raymond Daniels, Co-Founder, President and CEO  
Phone: 606.271.3372  
www.elsg.com

**FACILITY MAINTENANCE & SERVICES GROUP, LLC**  
Facility Maintenance & Services Group, LLC provides top quality maintenance, janitorial and cleaning services to clients who appreciate professionalism and quality work. They provide employment opportunities to individuals who enjoy working in the field. The company specializes in Commercial Cleaning, Pressure Washing, Construction Cleanup, High Dusting, Residential Cleaning, and Grounds Keeping.  
Frank Bell, Owner  
Phone: 606.271.3372  
www.fmglex.com

**HELPING HAND, LLC.**  
Helping Hand, LLC, provides an array of apartment services that yields comfort for college students and assistance to college housing managers across the country. The upgraded living services provided include Valet Waste Services, Moving Services, Cleaning services, and Apartment Turn Services.  
Chase Michael Owsen  
Phone: 606.271.3372  
www.helpinghand.com

**PATRIOT GROUP, LLC**  
Leveraging over seventy-five years of industry experience, Patriot Group, LLC is Kentucky's premier minority-owned, independent insurance agency. Patriot Group focuses on providing insurance products and risk management solutions for businesses. Highly skilled in Commercial Insurance and Risk Management, they represent clients that operate locally, nationally and internationally. Patriot Group provides their clients with the tools needed to make informed decisions that mitigate risk.  
Lorraine Harris, President  
Phone: 606.271.3372  
www.patriotgroup.com

**PRINTCORE, INC.**  
Printcore, Inc. is committed to providing top-quality printing and packaging products. With over 20 years of experience in the printing and packaging areas, we are a one stop shop for our customers.  
Ray Woods, Owner  
Phone: 606.271.3372  
www.printcore.com

# 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.

### (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



# A

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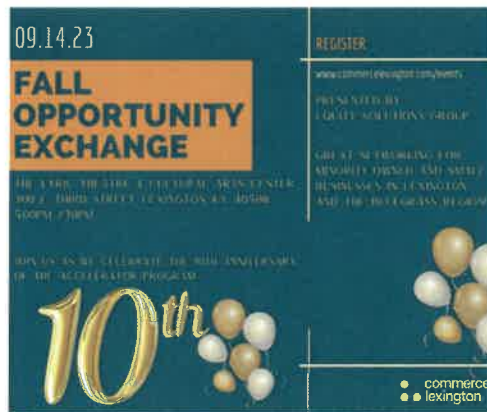
Identification of criteria to measure the success of your proposal.

**(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.





# A

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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

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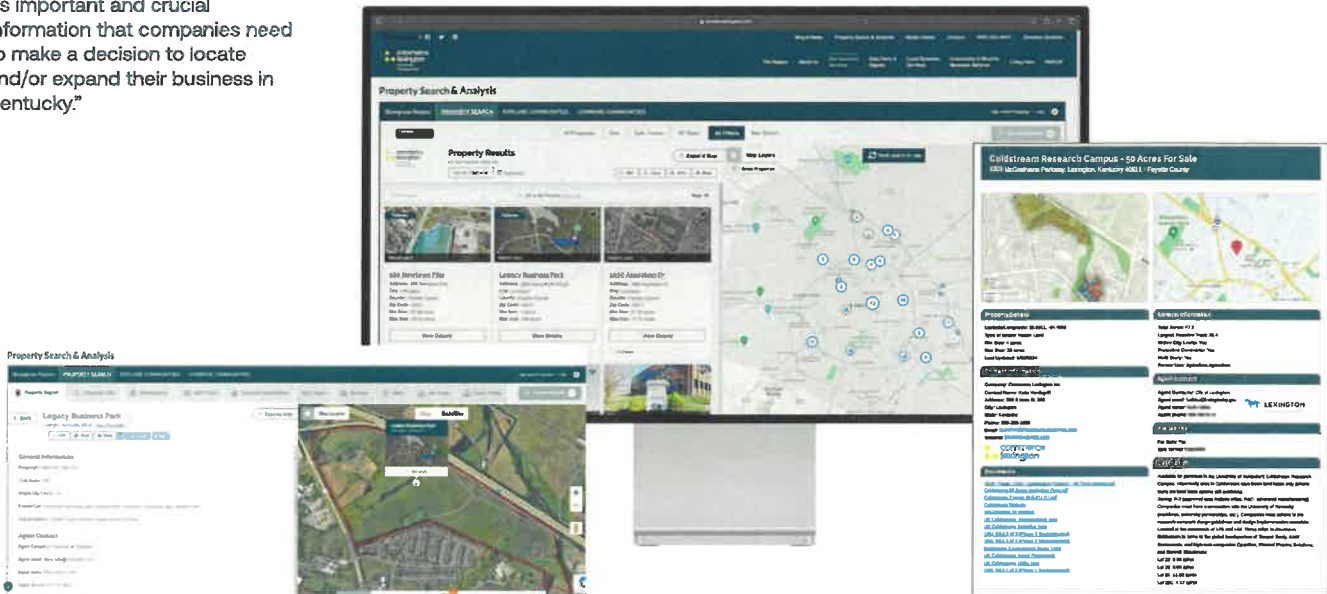
Identification of criteria to measure the success of your proposal.

**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 LFUGG 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**

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**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."

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

### **(2.1f) 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 tradeshow 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
<b>Community/Minority Business Development</b>	\$174,800.00	Full Stride Capital Campaign
	\$55,000.00	Commerce Lexington Sponsorships
	\$60,000.00	LFUCG Execution RFP
	<b>\$289,800.00</b>	
<b>Economic Development</b>	\$570,400.00	Full Stride Capital Campaign
	\$240,000.00	LFUCG Execution RFP
	<b>\$810,400.00</b>	
<b>Percentages</b>		
LFUCG funding total	\$300,000.00	29%
Full Stride and Sponsorships	\$745,000.00	71%
<b>Total funding for all</b>	<b>\$1,045,000.00</b>	<b>100%</b>

### A.5 LFUCG Funding Received in Last 2 Years

Department	Amount	Purpose
<b>Community/Minority Business Development</b>	\$60,000.00	1st Execution of the PSA RFP #26-2022
	\$60,000.00	2nd Execution of the PSA RFP #26-2022
<b>Economic Development</b>	\$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"
<b>Total funding for all 2022 -2024</b>	<b>\$648,500.00</b>	

# 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 (LFUGG), 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 LFUGG in driving economic development initiatives tailored to benefit Lexington. Through a strategic collaboration with LFUGG, 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**

**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

2020



**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



**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

**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



**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

**SRC of Lexington** announces \$15.3 M expansion, adding 60 new jobs



**Destination Showcase** features Lexington, KY



**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



**Tru-Tone Finishing** expands with \$13.6 M investment



**Commerce Lexington** presents Leadership & Management in Economic Development Workshop

**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

**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** 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

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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

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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

## History of Organization and Statement of Qualifications

### B.1 – B.3

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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

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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

### B.1 – B.3

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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

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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

# 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 | 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

# B

## History of Organization and Statement of Qualifications

### **B.1 – B.3**

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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

# B

## History of Organization and Statement of Qualifications

### B.1 – B.3

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Describe the qualification(s) of key staff to achieve the outcomes required under the RFP.

### 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

## History of Organization and Statement of Qualifications

### **B.1 – B.3**

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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.



# B History of Organization and Statement of Qualifications

**B.1 – B.3**

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Describe the qualification(s) of key staff to achieve the outcomes required under the RFP.

**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

# B

## History of Organization and Statement of Qualifications

### B.1 – B.3

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Describe the qualification(s) of key staff to achieve the outcomes required under the RFP.

### 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.

# B

## History of Organization and Statement of Qualifications

### **B.1 – B.3**

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Describe the qualification(s) of key staff to achieve the outcomes required under the RFP.

### **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.

# B

## History of Organization and Statement of Qualifications

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Describe the qualification(s) of key staff to achieve the outcomes required under the RFP.

### 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.

# B

## History of Organization and Statement of Qualifications

### B.1 – B.3

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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.

# B

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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.

# B

## History of Organization and Statement of Qualifications

### **B.1 – B.3**

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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

## History of Organization and Statement of Qualifications

### B.1 – B.3

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Describe the qualification(s) of key staff to achieve the outcomes required under the RFP.

### 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.



# B

## History of Organization and Statement of Qualifications

### B.1 – B.3

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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

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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:



**AREA DEVELOPMENT**



### 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.

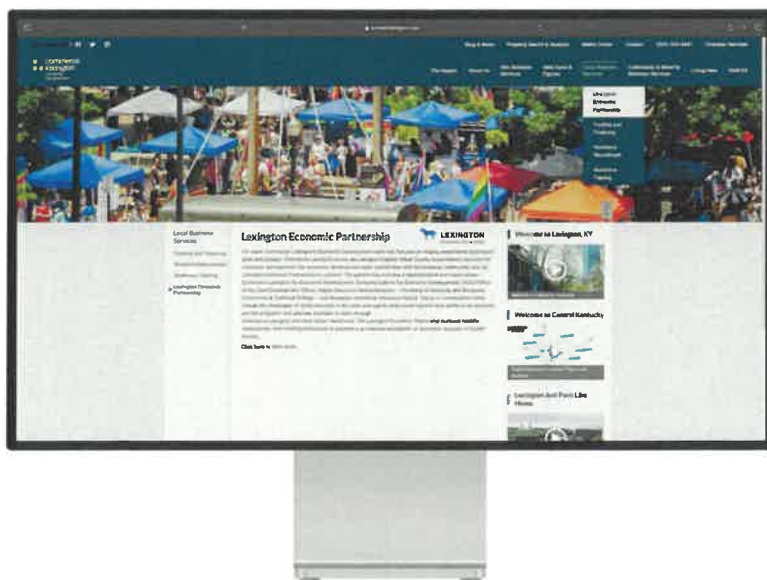
Presentation(s).

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.



September 7, 2022

Josh Bays  
Partner  
Site Selection Group, LLC  
8233 Douglas Ave., Suite 500  
Dallas, TX 75225  
Via email to [JBAY@KASIDOnline.org](mailto:JBAY@KASIDOnline.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 build-out of 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 Greenhouse  
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
	<b>\$2,619.39</b>

Women in ED/KY United (Chicago)	
Hotel Cost (1)	\$561.18
Registration	\$1,795.00
Piame Cost + UBER	\$681.70
F&B	\$128.65
KY United Fee	\$1,200.00
	<b>\$4,366.53</b>

Economic	
Registration (2)	\$3,565.50
Car Rental + UBER	\$475.74
Hotel (2)	\$2,174.38
F&B	\$183.06
	<b>\$6,398.68</b>

IEDC Annual Conference & KY United Event	
Hotel cost (1)	\$635.07
Registration	\$975.00
Piame Travel + UBER	\$711.08
F&B	\$141.59
KY United Fee	\$1,200.00
	<b>\$3,662.74</b>

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
	<b>\$14,427.06</b>

International BIO	
Hotel cost (1)	\$1,299.60
F&B	\$238.32
Travel	\$564.28
Registration (2)	\$5,000.00
	<b>\$7,102.20</b>

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
	<b>\$12,181.56</b>

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
Economic	\$6,398.68
IEDC Conference + KY United	\$3,662.74
Women in E.D. + KY United	\$4,366.53
	<b>\$50,758.16</b>



# 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.

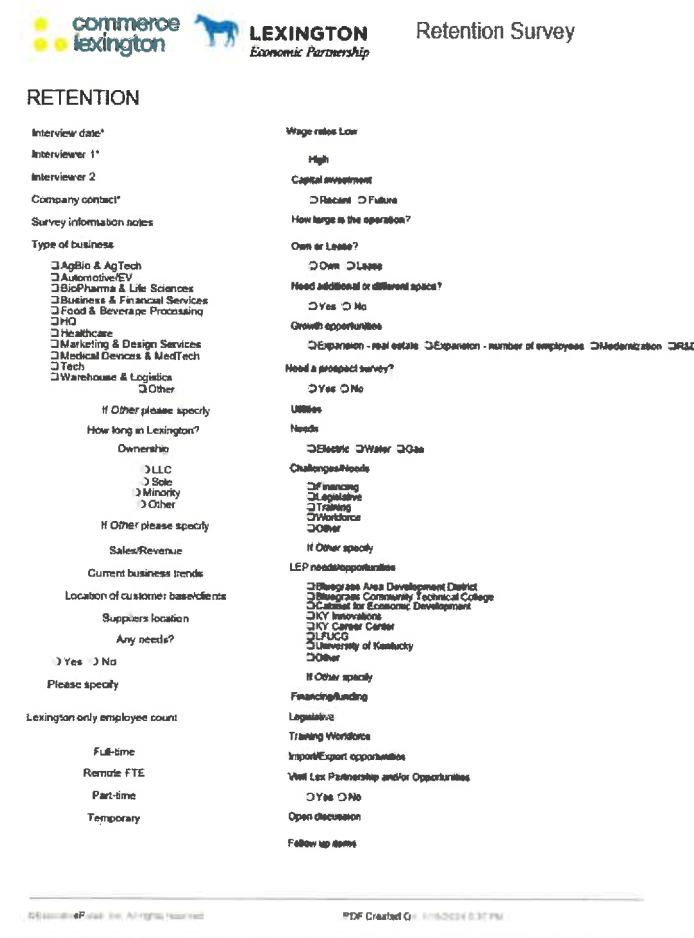
Presentation(s).

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.



# 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.

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



**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, LFACS
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 Ramez, 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.

**New Years' Railsolutions**

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  
fnofarland@commercelexington.com

# 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.



**Spring Opportunity Exchange**  
Presented by Equity Solutions Group

March 23, 2023 | The Campbell House  
4:30-6:30P.M.

**Guest Speakers**

 Myron Thompson Chief Operating Officer Fayette County Public Schools	 Joe Frazier Executive Director Center for Diversity, Equity & Inclusion Kentucky Chamber
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Commerce Lexington's 2023 Spring Opportunity Exchange will be held on Thursday, March 23rd, from 4:30 p.m. - 6:30 p.m. at the Campbell House Lexington, Cuno Collection by Hilton (8376 South Broadway Road). This Opportunity Exchange will feature two guest speakers along with great networking and interaction for minority-owned and small businesses in the Lexington community.

[www.commercelexington.com/events](http://www.commercelexington.com/events)



# 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.

**ELAINE ALLEN LLC.**  
Elaine Allen provides comprehensive construction management services that provide the best results for your specific project needs and requirements. Elaine Allen offers the following construction services: Project Management, Cost Estimating, Scheduling, Contract Administration and Change Order Management.

Bishop E. Carter, IV, Owner  
Bishop.Carter@ElaineAllenLLC.com  
Phone (859)221-1563 | www.elaineallenllc.com



**EQUITY SOLUTIONS GROUP**  
A certified MBE with headquarters in Lexington, Kentucky, Equity Solutions Group, LLC (ESG), is a strategic sourcing firm with an emphasis on expense reduction while ensuring competitive participation.

Raymond Daniels, Co-Founder, President and CEO  
support@esgconsultingllc.com  
Phone: (800) 215-0175 |  
https://esgconsultingllc.com



**FACILITY MAINTENANCE & SERVICES GROUP, LLC.**  
Facility Maintenance & Services Group, LLC, provides top quality maintenance, janitorial and cleaning services to clients who appreciate professionalism and quality work. They provide employment opportunities to individuals who enjoy working in the field. The company specializes in Commercial Cleaning, Pressure Washing, Construction Cleanup, High Dusting, Residential Cleaning, and Grounds Keeping.

Frank Hall, Owner  
info@facilitymsg.com  
2121 Richmond Rd, Lexington, KY 40502  
Phone (833)225-3267 | www.facilitymsg.com



**HELPING HAND, LLC.**  
Helping Hand, LLC, provides an array of apartment services that yields comfort for college students and assistance to college housing managers across the country. The upgraded living services provided include Valet Waste Services, Moving Services, Cleaning services, and Apartment Turn Services.

Chase Minnifield, Owner  
info@helpinghandllc.net  
2456 Palumbo Drive, Lexington, KY 40509  
Phone (859)576-6187|www.helpinghandllc.net.



**PATRIOT GROUP, LLC**  
Leveraging over seventy-five years of industry experience, Patriot Group, LLC is Kentucky’s premier minority owned independent insurance agency. Patriot Group focuses on providing insurance products and risk management solutions for businesses. Highly skilled in commercial insurance and risk management, they represent clients that operate locally, nationally and internationally. Patriot Group provides their clients with the tools needed to make informed decisions that mitigate risk.

Lawrence Herring, Founder & President  
lherring@patriotinsurance.com  
1591 Winchester Rd., Lexington, KY 40505  
Phone (502)576-6187|www.patriotinsurance.com



**PRINTCORE, INC.**  
Printcore Inc. is committed to providing top-quality printing and packaging products. With over 20 years of experience in the printing and packaging arena, we are a one-stop shop for our customers.

Ray Woods, Owner  
rayw@printcoreinc.com  
woodsray2@hotmail.com  
Phone: (859)351-4586  
https://www.printcoreinc.com



# 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 its 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.

**commerce lexington.**

**WANT TO EXPAND YOUR BUSINESS?  
NEED TO FUND YOUR START UP?**

The Access Loan Program provides easier access to the financing and helpful business advice that you need to start or grow your business. This program is committed to fostering economic growth and enhancing business opportunities for minorities, women, and small businesses. The Access Loan Program has been responsible for over \$24.9 million in financing for the start or expansion of area small businesses since its inception in 2001.

**APPLY NOW**

Contact: Tyrone Tyra  
Sr. Vice President  
Community & Minority Business Development  
Commerce Lexington Inc. | 859-226-1621

**ACCESS LOAN PROGRAM**

Visit Our Website  
[www.commercelexington.com](http://www.commercelexington.com)

# 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.



Brian T. Ruth  
March 11

Over the last few weeks, I participated in a program sponsored by [Commerce Lexington Inc.](#) called Money Smart for Small Business. The classes were taught by [Dale Morgan](#), the president and CEO of [Foundation47, LLC](#). Dale, along with other special guests, taught a large class about business organization types, tax strategies, cash flow management, and much more. We learned a lot! Plus, this provided an excellent opportunity to network with local small business owners. It was definitely worth the time spent. Big thanks to Dale, the special guests, Commerce Lexington staff, and the amazing cooks that fed the participants delicious meals! I hope this program continues for years to come.

Dale Morgan and 10 others



# 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.

The image displays two screenshots of the 'Property Search & Analysis' software. The left screenshot shows a search results page with a map and several property listings. The right screenshot shows a detailed view of a property named 'Legacy Business Park', including its address, location on a map, and contact information for the agent.

From: Katie Vandegrift <[kvandegrift@commercelexington.com](mailto:kvandegrift@commercelexington.com)>  
 Sent: Monday, September 18, 2023 9:59 AM  
 To: Katie Vandegrift <[kvandegrift@commercelexington.com](mailto:kvandegrift@commercelexington.com)>  
 Subject: Greater Lexington Real Estate Search - 1, 10K SF

Good morning brokers,


Commerce Lexington is working with a client looking for an industrial building in Lexington with the following requirements:

- 10,000 SF +/-
- 12' + ceilings
- 1 dock door
- Existing building
- Lease preferred

Please send me available listings or let me know if you have any future properties that meet the requirements.

Thank you.

**Katie Vandegrift**  
 (katie)@lexham  
 Director of Marketing and Research, Economic Development



Commerce Lexington  
 5300 E. Murray Street, Suite 205  
 Lexington, KY 40507  
 O: 619-216-5690  
 C: 615-341-2827  
[kvandegrift@commercelexington.com](mailto:kvandegrift@commercelexington.com)  
[www.commercelexington.com](http://www.commercelexington.com)  
[www.commercelexington.com](http://www.commercelexington.com)

# 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 AGRICULTURE 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

<b>Total Investment</b>	<b>\$411,000.00</b>
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3.0 REQUIRED PROPOSAL CONTENTS

# E

## Working Draft Budget

<b>E. Working Budget</b>	
<b>TOTAL</b>	<b>\$411,000.00</b>
<b>2.1 New Business Development</b>	<b>\$150,000.00</b>
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
<b>2.2 Existing Business Retention and Expansion</b>	<b>\$100,000.00</b>
Networking Events	\$5,000.00
Admin	\$95,000.00
<b>2.3 Small Business Owner Connections and Networking</b>	<b>\$30,000.00</b>
Networking Events	\$20,950.00
Advertising and Marketing - Print and Digital	\$3,050.00
Admin	\$6,000.00
<b>2.5 Minority Business Development</b>	<b>\$40,000.00</b>
Membership & Dues, Travel	\$6,800.00
Classes	\$9,400.00
Advertising and Marketing - Print and Digital	\$15,800.00
Admin	\$8,000.00
<b>2.6 Women Owned Business Development</b>	<b>\$7,000.00</b>
Membership & Dues	\$1,500.00
Networking Event	\$2,575.00
Advertising and Marketing - Print and Digital	\$1,525.00
Admin	\$1,400.00
<b>2.7 Veteran Owned Business Development</b>	<b>\$4,000.00</b>
Networking Event	\$1,675.00
Advertising and Marketing - Print and Digital	\$1,525.00
Admin	\$800.00
<b>2.8 Available Economic Development Property Register</b>	<b>\$50,000.00</b>
Property Database	\$12,000.00
Educational Memberships (C2ER / CPAL)	\$5,000.00
Website Maintenance	\$23,000.00
Admin	\$10,000.00
<b>2.11 Ag-Tech and Agri Business Development (New and Existing)</b>	<b>\$30,000.00</b>
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](mailto:ggreathouse@commercelexington.com)

859-226-1623

# APPENDIX A



## 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. Coordinates 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, Nikki, Cheryl, Karie, 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/AG/CK	ongoing /	Activity 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 RFI's	125	
2.1	Social media campaign to consultants	KV	ongoing	Post on Facebook, twitter, and LinkedIn - real estate, notable events, downstings, 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 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 Keneband 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/advertisements 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	Updates gradually as new data is released. Most recent comprehensive edition was done in 2023. Complete reviews/updates happen annually (Fall).	1	
2.1	Update Bluegrass Rankings as new rankings are released	KV	ongoing	Updated as new rankings are released.	as needed	
2.1	Organize and compile data for responses to RFI/RFPs - expand	KV	ongoing	RFPs are completed as they come to CLEX	as needed	
2.1	Promote and update Locatelnlexington.com website	KV	ongoing	Locatelnlexington.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 20+ 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. Mercor 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	as needed
2.3 2.5 2.6 2.7	Seek new opportunities for funding CMBD priorities	TT, FM	ongoing	Begins January 1st annually	ongoing	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	ongoing	as needed
2.5 2.6 2.7	Community Partner with UK Economic Inclusion Team	TT, FM	ongoing	Active involvement in outreach 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, RM	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 locatinglexington.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	CZER 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	Assist 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	Business Retention and Support Efforts	CLX team	ongoing	Coordinate with the Director of Ag Development to define objectives of in-person events	TBD	
2.11		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 Preparation tracking document (see example below) within 30 days of new Purchase of Service Agreement.



**EXAMPLE**

**Event Planning and Preparation 2024**

MONTH	DATE	EVENT	PLANNING MONTH	MARKET	LOCATION	Team Member	# of Attendees	NOTES
March	16th	Kentucky United Event (opening day of ADD)	January	Lexington	Out of Market	HQ - KAED Organized		COMPLETE
April	17-19th	Consultant Connect	January	Lexington/Regional	Lexington	HQ		COMPLETE
April	23-25th	KAED Spring Conference	January	Lexington	Lake Cumberland	HQ - KAED Organized		COMPLETE
April	29th	Ted Abernathy Economic Development - Regional Leaders	January	Regional	BCTC - AMC - Georgetown	GO		COMPLETE
April	TBD	Global HQ CEO	January	Lexington	Lexington	CK, GO, KA		3/28 - Convo w/ KA on 3/27
June	15-20th	Leadership Visit	January	Lexington	Salt Lake City, UT	GO, TT		3/31 Ticket and Hotel booked. KV is pop to get
June	11-14th	C2B2	January	Lexington	Norfolk, VA	KV		3/31 in progress - Bi-weekly mtgs - working on sit map
June	11-14th	Website Update	January	Lexington/Regional	Lexington	KV/GO/BS		Monthly meetings
August	2nd	Minority Business Expo	January	Lexington	Lexington	CK, TT, FM		COMPLETE
April	30th	Tech Network	February	Regional	Lexington	KV		COMPLETE
April	8	Blungrass Alliance Bi-monthly	February	Regional	Mr. Sterling	CK		COMPLETE
May	1st	Meet w/ Guest - Cabinet for Economic Development	February	Lexington/Regional	Lexington	CLX ED Team, TT		COMPLETE
May	1st	Example Implement Additional Items as Funded by LFUCG / approved RFP	February	Regional	Lexington			
May	8th	Blungrass Alliance Out of Market Consultant Event	February	Regional	Indianapolis, IN	HQ - Truly Applied		3/28 Create event and of April. Save the Date necessary. Determine Venue, LBK Customer Experience?
May	8th	Regional Leadership Council	March	Regional	TBD	MSig		3/28 Create event and of April. Save the Date necessary. Determine Venue, LBK Customer Experience?
May	TBD	Councilmembers Business Tour	March	Regional	Lexington (Coldstream)	AL, GO, KV		3/27 - LFUCG monthly project meeting shared announcement date. Details to be determined.
August	7	Regional Leaders - ED Simulation	March	Regional	Lexington	CK, AJ		3/27 - LFUCG monthly project meeting shared announcement date. Details to be determined.
June	22-28th	Select USA	March	Regional	Lexington			3/26 - KA workshop CLX table the event.
July	30	Legacy Business Park Groundbreaking	March	Regional	Lexington	KV		3/26 Create event and of April. Save the Date necessary. Determine Venue, LBK Customer Experience?
July	30	Manufacturing Network	March	Regional	Washington, DC	HQ		3/26 Create event and of April. Save the Date necessary. Determine Venue, LBK Customer Experience?
July	TBD	Example Implement Additional Items as Funded by LFUCG / approved RFP	March	Lexington	Lexington Legends	ED Team		3/27 - LFUCG monthly project meeting shared announcement date. Details to be determined.
July	TBD	Biotech Network	March	Lexington	Lexington	CK		3/26 - KA workshop with Caroline Scott at KAM to organize event.
June	20	Blungrass Alliance	March	Regional	Lexington			3/26 - KA workshop with Caroline Scott at KAM to organize event.
July	24-27th	ACCE	April	Regional	Columbia Gas - Lexington	CK		3/26 - KA workshop with Caroline Scott at KAM to organize event.
June	24	Global HQ CEO	May	Lexington	Denver, CO	KV		3/26 - KA workshop with Caroline Scott at KAM to organize event.
August	TBD	EB and Consultant Visit	May	Lexington	Orville, OH / Detroit, MI	TT		3/26 - KA workshop with Caroline Scott at KAM to organize event.
August	TBD	Blungrass Alliance 101	June	Regional	Berea	CK, GO, KA		3/26 - KA workshop with Caroline Scott at KAM to organize event.
September	TBD	Top Investor Event	June	Lexington	Lexington	CLX ED		3/26 - KA workshop with Caroline Scott at KAM to organize event.
September	TBD	Top Investor Event	June	Lexington	Lexington	KV		3/26 - KA workshop with Caroline Scott at KAM to organize event.
September	TBD	Top Investor Event	June	Lexington	Lexington	TK, EP, AC		3/26 - KA workshop with Caroline Scott at KAM to organize event.



RESOLUTION NO. \_\_\_\_\_ - 2025

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.

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

0584-25:TAH:4896-6262-7151, v. 1

RESOLUTION NO. 312 - 2025

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.

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

PASSED URBAN COUNTY COUNCIL: July 1, 2025

*Linda Gorton*

\_\_\_\_\_  
MAYOR

ATTEST:

*[Signature]*

\_\_\_\_\_  
CLERK OF URBAN COUNTY COUNCIL

0584-25:TAH:4896-6262-7151, v. 1

**PURCHASE OF SERVICE AGREEMENT**

THIS PURCHASE OF SERVICE AGREEMENT, made and entered into on the 2 day of July 2025, 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, 2025.

**WITNESSETH**

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
- D. Exhibit “D” – RFP #35-2024
- E. 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, 2025, 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 one (1) additional term of one (1) year, 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. The Funds shall be subject to and contingent upon the final approval by the Urban County Council of the Lexington-Fayette Urban County Government's Fiscal Year

2026 budget. 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 (1/4<sup>th</sup>) 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 and workforce development efforts of the project 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<sup>th</sup>) of the month following the end of each quarter (e.g.: Friday, October 10, 2025; Thursday, January 10, 2026; Friday, April 10, 2026; and Friday, July 10, 2026), 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 May 31, 2026, 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, 2026, 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. Upon notification of any such requirement for membership, this Agreement and Organization's services to Government shall automatically become void.

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:

*Markenzie Jack*  
Abigail Allan, Clerk of the Urban County Council  
Deputy

COMMERCE LEXINGTON, INC.

BY: *Carla Blanton*  
CARLA BLANTON, CHAIR

ATTEST:

*Dawn Pope Flickinger*

WITNESS:

DATE: 6/2/2025

Dawn Pope Flickinger  
NOTARY PUBLIC  
Commonwealth of Kentucky  
Commission Number KYNP97005  
My Commission Expires 02/17/2029

## 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 May 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 Business 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 May 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 QUESTIONNAIRE**

**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:

<u>Name of Company</u>	<u>Employment Sector</u>	<u>Number of Employees</u>	<u>Average Wage</u>	<u>Total Payroll</u>
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## 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:

<u>Employment Sector</u>	<u>Number of Employees</u>	<u>Average Wage</u>	<u>Total Payroll</u>	<u>Workforce Partners Attending</u>
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## EXHIBIT "C"

### Lexington/Fayette Urban County Government Addendum for Services Commerce Lexington

#### COMMERCE LEXINGTON ANNUAL QUESTIONNAIRE

**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, 2025 – June 30, 2026):**

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, 2025 – June 30, 2026):**

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, 2025 – June 30, 2026)**

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, 2025 – June 30, 2026):

**New Lexington Businesses Announced (July 1, 2025 – June 30, 2026):**

<u>Name of Company</u>	<u>Employment Sector</u>	<u>Number of Employees</u>	<u>Average Wage</u>	<u>Total Payroll</u>	<u>Company Investment</u>
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**Barriers identified regarding potential new businesses locating to Lexington (July 1, 2025 – June 30, 2026):**

**EXISTING BUSINESS RETENTION & EXPANSION PROGRAM**

**Lexington specific existing business visit meetings (July 1, 2025 – June 30, 2026):**

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, 2025 – June 30, 2026):**

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, 2025 – June 30, 2026):**

<u>Employment Sector</u>	<u>Number of Employees</u>	<u>Average Wage</u>	<u>Total Payroll</u>	<u>Attending</u>	Workforce Partners
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**Major data/items collected during existing business company visits (July 1, 2025 – June 30, 2026):**

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, 2025 – June 30, 2026):**

**EXHIBIT "D"**

Lexington/Fayette Urban County Government  
Addendum for Services  
Commerce Lexington

**RFP #35-2024**

**EXHIBIT "E"**

Lexington/Fayette Urban County Government  
Addendum for Services  
Commerce Lexington

**COMMERCE LEXINGTON  
RFP #35-2024 RESPONSE  
WORK PLAN**

4939-1249-7984, v. 1



**EXHIBIT "D"**

Lexington/Fayette Urban County Government  
Addendum for Services  
Commerce Lexington

**RFP #35-2024**



# Lexington-Fayette Urban County Government

## Request for Proposals

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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(1). 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.

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Signature

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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.*

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*Signature*

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*Name of Business*

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**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
<b>Administrators</b>																	
<b>Professionals</b>																	
<b>Superintendents</b>																	
<b>Supervisors</b>																	
<b>Foremen</b>																	
<b>Technicians</b>																	
<b>Protective</b>																	
<b>Para-</b>																	
<b>Office/Clerical</b>																	
<b>Skilled Craft</b>																	
<b>Service/Maintena</b>																	
<b>Total:</b>																	

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](mailto: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 MWDBE 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 MWDBE 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](mailto: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 defined 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>)

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

<b>Project Name/ Contract #</b>	<b>Work Period/ From:</b> _____ <b>To:</b> _____
<b>Company Name:</b>	<b>Address:</b>
<b>Federal Tax ID:</b>	<b>Contact Person:</b>

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, safety 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.

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Signature

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Date

**RISK MANAGEMENT PROVISIONS  
INSURANCE AND INDEMNIFICATION**

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**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:

<b><u>Coverage</u></b>	<b><u>Limits</u></b>
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.



# 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 10<sup>th</sup> 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](http://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 31<sup>st</sup> 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 31<sup>st</sup> 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**

4939-1249-7984, v. 1



# 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

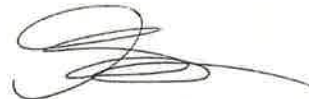
### A.1 Description of your knowledge and understanding of Lexington-Fayette County & the Lexington-Fayette County economy.

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*

3.0 REQUIRED PROPOSAL CONTENTS

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### 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

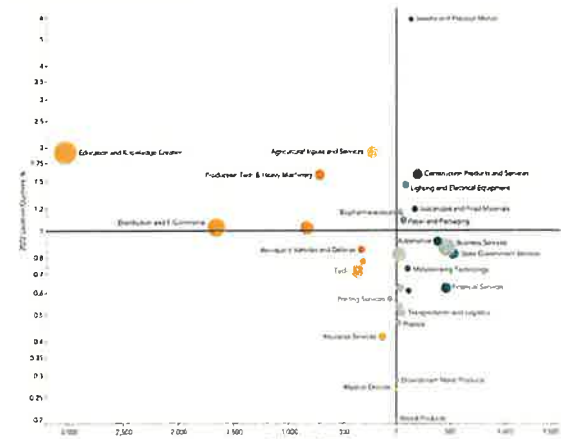
On behalf of the Lexington-Fayette Urban County Government, Commerce Lexington contracted with Ted Abernathy, Economic Leadership, LLC, to assess current strategic targets and identify new strategic target industry sectors for the city of Lexington. The comprehensive study reviewed existing industry 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: Uplightcast 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.



## 3.0 REQUIRED PROPOSAL CONTENTS

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**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."

**(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.

**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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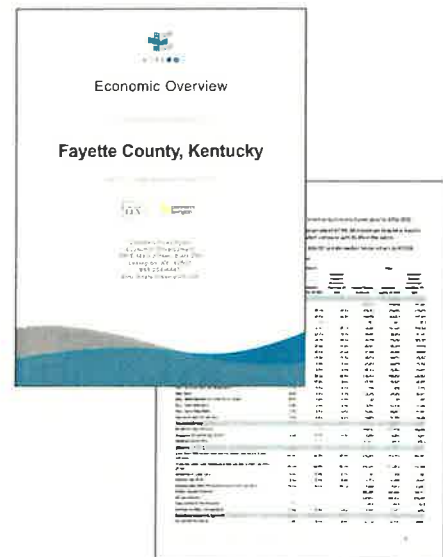
**(2.1) New Business Development (CONT.)**

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-date 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 Tradeshow		
Event	Purpose	Cost
Area Development Workshop Forum	Educational conference for economic development professionals with many opportunities 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 Development	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
	<b>Total</b>	<b>96,950</b>
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
	<b>Total</b>	<b>46,200</b>

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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.



3.0 REQUIRED PROPOSAL CONTENTS

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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.

**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 Glascock, Director of Business Engagement - Office of the Mayor, LFUGG
    - o Lexington Jobe Fund
  - Erica Rogers, Director of Agriculture Development – Office of the Mayor, UFUGG
    - o 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 Ecosystems
  - Strengths
  - Weaknesses
  - Opportunities
  - Threats
- 11:15 am Growth Opportunities and Action Items:
  - Q&A
- 12:00 pm Networking Lunch
- 1:00 pm Event Concludes



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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.

commerce  
lexington

## ACCESS LOAN PROGRAM

WANT TO EXPAND YOUR BUSINESS?  
NEED TO FUND YOUR START UP?

The Access Loan Program provides easier access to the financing and helpful business advice that you need to start or grow your business. This program is committed to fostering economic growth and enhancing business opportunities for minorities, women, and small businesses. The Access Loan Program has been responsible for over \$25 million in financing for the start or expansion of area small businesses since its inception in 2001.

[APPLY NOW](#)

Contact: Tyone Tyra  
Sr. Vice President Community & Minority Business Development  
Commerce Lexington | 859-226-1621

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.

**ELAINE ALLEN LLC.**  
Elaine Allen provides comprehensive construction management services that provide the best results for your specific project needs and requirements. Elaine Allen offers the following construction services: Project Management, Cost Estimating, Scheduling, Contract Administration and Change Order Management.  
Elaine Allen LLC  
1101 Parkside Drive, Suite 100  
Lexington, KY 40502  
Phone: (606) 251-1111  
www.elaineallen.com

**EQUITY SOLUTIONS GROUP**  
A certified MBE with headquarters in Lexington, Kentucky, Equity Solutions Group, LLC (ESG) is a strategic sourcing firm with an emphasis on expense reduction while ensuring competitive participation.  
Raymond Davis, Co-Founder  
President and CEO  
equity@equitygroup.com  
Phone: (606) 251-1111  
www.equitygroup.com

**FACILITY MAINTENANCE & SERVICES GROUP, LLC**  
Facility Maintenance & Services Group, LLC provides top quality maintenance, janitorial and cleaning services to clients who appreciate professionalism and quality work. They provide exceptional opportunities to individuals who enjoy working on the field. The company's special services include: Client, Process, Team, Construction, Cleaning, High Shining, Residential Cleaning and Grounds Keeping.  
Franklin, David  
1101 Parkside Drive, Suite 100  
Lexington, KY 40502  
Phone: (606) 251-1111 / www.fmggroup.com

**HELPING HAND, LLC**  
Helping Hand, LLC provides an array of apartment services that create comfort for college students and assistance to college housing managers across the country. The upgraded cleaning services provided include: Vastai Waste Services, Moving Services, Cleaning Services, and Appliance Turn Services.  
Chris Munnick, Owner  
helpinghand@hh.com  
2108 Palms Blvd, Suite 101, Lexington, KY 40502  
Phone: (606) 251-1111 / www.helpinghand.com

**PATRIOT GROUP, LLC**  
Leveraging over twenty-five years of industry experience, Patriot Group, LLC in Kentucky is a premier minority-owned independent insurance agency. Patriot Group focuses on providing insurance products and risk management solutions for businesses. Highly skilled in commercial insurance and risk management, they represent clients that operate locally, nationally and internationally. Patriot Group provides their clients with the tools needed to make informed decisions that mitigate risk.  
Lawrence Worley, Founder & President  
lawrence@patriotgroup.com  
1301 Winchester Rd., Lexington, KY 40501  
Phone: (606) 251-1111 / www.patriotgroup.com

**PRINTCORE, INC.**  
Printcore has been instrumental in providing top-quality printing and packaging solutions. With over 20 years of experience in the printing and packaging world, we are the one stop shop for our customers.  
Ray Weiss, Owner  
weiss@printcore.com  
4000 Parkside Drive, Suite 100  
Lexington, KY 40502  
Phone: (606) 251-1111  
www.printcore.com

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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



## 3.0 REQUIRED PROPOSAL CONTENTS

## 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.

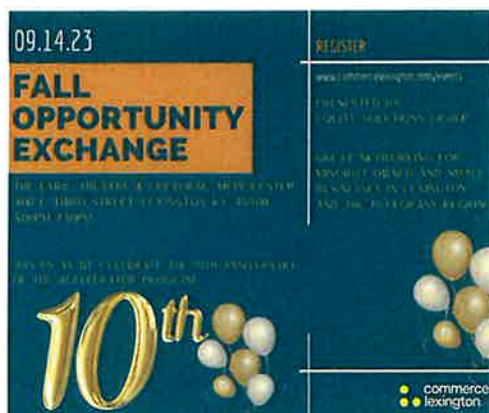
Identification of criteria to measure the success of your proposal.

**(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 LFUGG 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 LFUGG 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.



## 3.0 REQUIRED PROPOSAL CONTENTS

## A

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Identification of criteria to measure the success of your proposal.

**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.

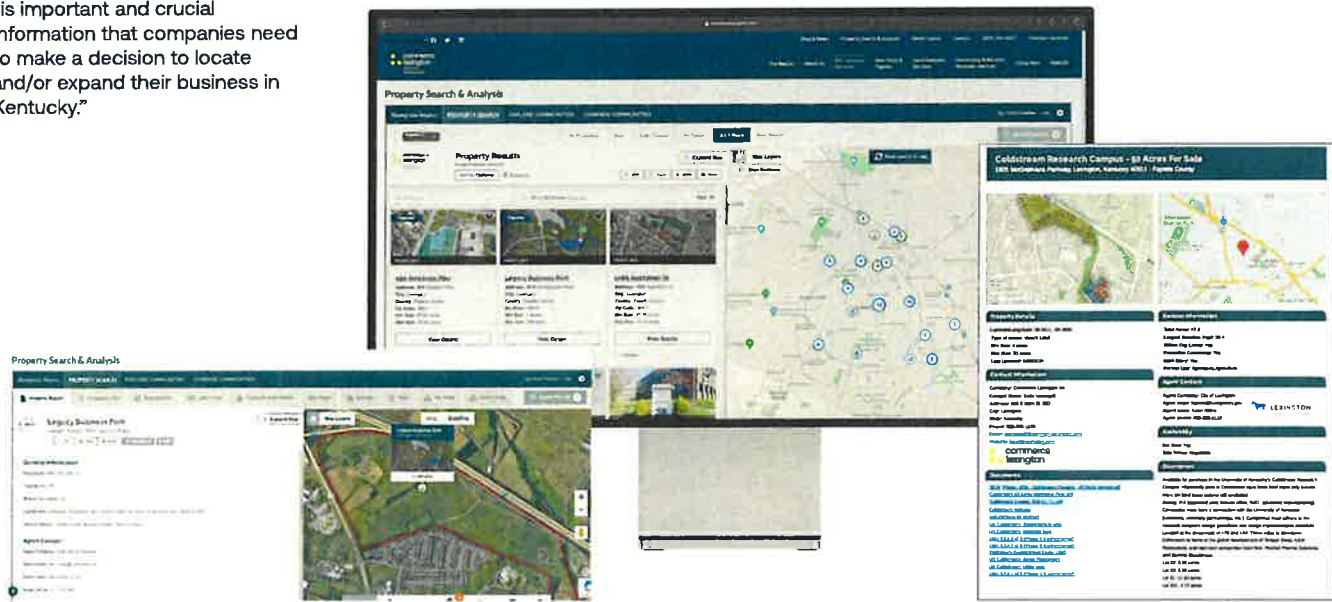
Identification of criteria to measure the success of your proposal.

**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 LFUGG 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."

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 tradeshow 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



## 3.0 REQUIRED PROPOSAL CONTENTS

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

**A.5 LFUCG Funding Received in Last 2 Years**

Department	Amount	Purpose
<b>Community/Minority Business Development</b>	\$60,000.00	1st Execution of the PSA RFP #26-2022
	\$60,000.00	2nd Execution of the PSA RFP #26-2022
<b>Economic Development</b>	\$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"
<b>Total funding for all 2022 -2024</b>	<b>\$648,500.00</b>	

# 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 (LFUGG), 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 LFUGG in driving economic development initiatives tailored to benefit Lexington. Through a strategic collaboration with LFUGG, 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

**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

2020



**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



**Kinetic by Windstream**  
breaks ground on regional HQ building

**Lexair**  
announces \$8.5 M expansion investment

**Lexmark International**  
breaks ground on a \$4 million solar panel array project at Lexington headquarters

**ElectraMet**  
marks expansion with ribbon cutting and open house



**Valvoline**  
expands by opening heavy-duty fleet service center

**Commerce Lexington**  
facilitates the launch of Bluegrass Tech Task Force



**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

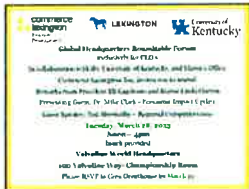


**Opportunity Exchange** Celebrates 10 Years of Accelerator Program

**SRC of Lexington** announces \$15.3 M expansion, adding 60 new jobs



**Destination Showcase** features Lexington, KY



**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



**Tru-Tone Finishing** expands with \$13.6 M investment



**Commerce Lexington** presents Leadership & Management in Economic Development Workshop

**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

**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** 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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Describe the qualification(s) of key staff to achieve the outcomes required under the RFP.

### 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.

## 3.0 REQUIRED PROPOSAL CONTENTS

## B

## History of Organization and Statement of Qualifications

**B.1 – B.3**

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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.

## 3.0 REQUIRED PROPOSAL CONTENTS

## B

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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

### B.1 – B.3

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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

### B.1 – B.3

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Describe the qualification(s) of key staff to achieve the outcomes required under the RFP.

### 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

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## History of Organization and Statement of Qualifications

### B.1 – B.3

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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

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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.

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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

## 3.0 REQUIRED PROPOSAL CONTENTS

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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 LFUGG 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.

# 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 | 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

## 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 (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.

# 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.)

- 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.

## 3.0 REQUIRED PROPOSAL CONTENTS

## 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

## 3.0 REQUIRED PROPOSAL CONTENTS

## 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.**



**AREA DEVELOPMENT**

**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, CEC, 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**



3.0 REQUIRED PROPOSAL CONTENTS

# 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.

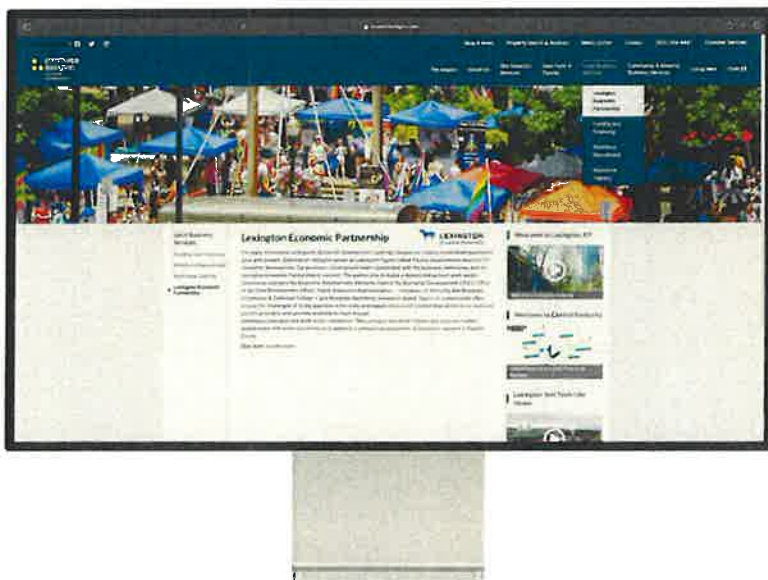
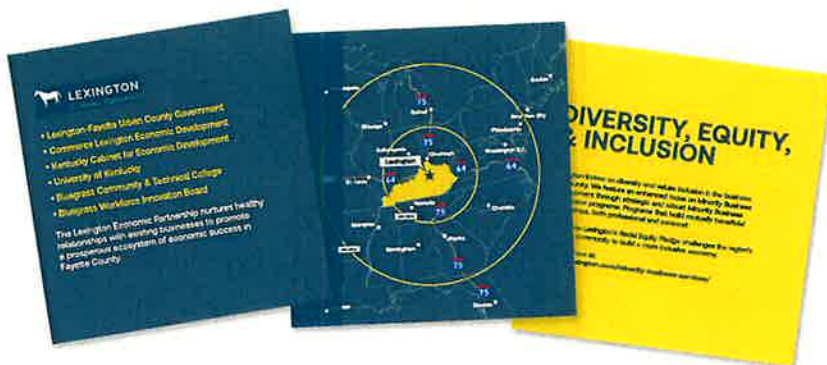
Presentation(s).

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.



## 3.0 REQUIRED PROPOSAL CONTENTS

## 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 40502  
PH: 859.254.6400  
1.800.468.4600

September 7, 2022

Josh Bays  
Partner  
Site Selection Group, LLC  
8755 Douglas Ave., Suite 500  
Dallas, TX 75225  
Via email to: [jbays@sitegroup.com](mailto:jbays@sitegroup.com)

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 our local 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 - repurposing 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 Greenhouse  
Executive Vice President, Economic Development  
Commerce Lexington Inc.



## 3.0 REQUIRED PROPOSAL CONTENTS

## 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.



3.0 REQUIRED PROPOSAL CONTENTS

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.



3.0 REQUIRED PROPOSAL CONTENTS

# 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)	\$808.88
F&B	\$227.47
Travel	\$788.04
Registration (1)	\$995.00
	<b>\$2,819.39</b>

Women in ED/KY United (Chicago)	
Hotel Cost (1)	\$561.18
Registration	\$1,795.00
Plane Cost + UBER	\$881.70
F&B	\$128.65
KY United Fee	\$1,200.00
	<b>\$4,366.53</b>

EconomiX	
Registration (2)	\$3,565.50
Car Rental + UBER	\$476.74
Hotel (2)	\$2,174.38
F&B	\$183.08
	<b>\$6,399.68</b>

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
	<b>\$3,662.74</b>

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
	<b>\$14,427.06</b>

International BIO	
Hotel cost (1)	\$1,299.60
F&B	\$238.32
Travel	\$564.28
Registration (2)	\$5,000.00
	<b>\$7,102.20</b>

Bluegrass Alliance Out of Market Event - ATL	
Hotel cost (1)	\$565.26
Event Cost	\$5,086.07
Gifts	\$1,123.33
Car Rental + gaet	\$406.90
Applied Marketing Event Planning	\$5,000.00
	<b>\$12,181.56</b>

Annual Total	
Select USA	\$2,819.39
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
	<b>\$60,758.16</b>

# 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, LFUGG 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  
 Regulatory  
 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  
 LFUGG  
 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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3.0 REQUIRED PROPOSAL CONTENTS

# 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.

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



**Mayor Linda Gorton's  
CEO Cocktail Network Event  
Run of Show**

VAILLEX  
Historic Courthouse  
715 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.
4:50pm	<b>Mayor Linda Gorton, URUG</b>
4:50pm	<b>Mayor introduces Bob Quick</b>
4:50pm	Welcome and Thank you from Commerce Lexington
4:55pm	<b>Bob Quick, Commerce Lexington</b>
4:55pm	<b>Bob introduces Mary Gulin</b>
4:55pm	Welcome and Thank you from VAILLEX
4:55pm	<b>Mary Gulin, VAILLEX</b>
5:00pm	<b>Bob introduces Bourbon Tasting Experience</b> – Bayou Bluegrass Catering
5:00pm	Bourbon Tasting Experience (30 mins)
6:30pm	Event Concludes – Guests leave with a gift bag




**New Years' Railsolutions**

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  
mcfarland@commercelexington.com





## 3.0 REQUIRED PROPOSAL CONTENTS

## 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.



**Spring Opportunity Exchange**  
Presented by Equity Solutions Group

March 23, 2023 | The Campbell House  
4:30-6:30 P.M.

**Guest Speakers**

 <b>Myron Thompson</b> Chief Operating Officer Fayette County Public Schools	 <b>Joe Frazer</b> Executive Director Center for Diversity, Equity & Inclusion Kentucky Chamber
--	--

Commerce Lexington's 2023 Spring Opportunity Exchange will be held on Thursday, March 23rd, from 4:30 pm – 6:30 pm at the Campbell House Lexington, Currier Collection by Hilton (1375 South Broadway Road). This Opportunity Exchange will feature two guest speakers along with great networking and opportunities for minority-owned and small businesses in the Lexington community.

[www.commercelexington.com/events](http://www.commercelexington.com/events)

**commerce  
lexington**



## 3.0 REQUIRED PROPOSAL CONTENTS

## 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.



The mission of the Minority Business Accelerator Program is to accelerate the development of sizable minority business enterprises (MBEs) and to strengthen and expand the regional minority entrepreneurial community. The MBA will actively seek to increase the readiness of minority businesses while increasing the recognition of the value of ethnic minority-owned businesses as suppliers, customers, and investment opportunities. Since its inception in 2013, this program has produced direct business to the MBA members, achieving over \$50 million in contracts and procurement. Current Accelerator members are listed below.

**ELAINE ALLEN LLC.**  
Elaine Allen provides comprehensive construction management services that provide the best results for your specific project needs and requirements. Elaine Allen offers the following construction services: Project Management, Cost Estimating, Scheduling, Contract Administration and Change Order Management.

Bishop E. Carler, IV, Owner  
Bishop.Carler@ElaineAllenLLC.com  
Phone (859)221-1583 | www.elaineallenllc.com

**HELPING HAND, LLC.**  
Helping Hand, LLC, provides an array of apartment services that yields comfort for college students and assistance to college housing managers across the country. The upgraded living services provided include Valet Waste Services, Moving Services, Cleaning services, and Apartment Turn Services.

Chase Minnifield, Owner  
info@helpinghandllc.net  
2456 Pelumbo Drive, Lexington, KY 40508  
Phone (859)576-6187 | www.helpinghandllc.net

**EQUITY SOLUTIONS GROUP**  
A certified MBE with headquarters in Lexington, Kentucky, Equity Solutions Group, LLC (ESG), is a strategic sourcing firm with an emphasis on expense reduction while ensuring competitive participation.

Raymond Daniels, Co-Founder, President and CEO  
support@esgconsultingllc.com  
Phone: (800) 215-0175 |  
https://esgconsultingllc.com

**PATRIOT GROUP, LLC**  
Leveraging over seventy-five years of industry experience, Patriot Group, LLC is Kentucky's premier minority owned independent insurance agency. Patriot Group focuses on providing insurance products and risk management solutions for businesses. Highly skilled in commercial insurance and risk management, they represent clients that operate locally, nationally and internationally. Patriot Group provides their clients with the tools needed to make informed decisions that mitigate risk.

Lawrence Herring, Founder & President  
lherring@patriotinsurance.com  
1591 Winchester Rd., Lexington, KY 40505  
Phone (502)576-6187 | www.patriotinsurance.com

**FACILITY MAINTENANCE & SERVICES GROUP, LLC.**  
Facility Maintenance & Services Group, LLC provides top quality maintenance, janitorial and cleaning services to clients who appreciate professionalism and quality work. They provide employment opportunities to individuals who enjoy working in the field. The company specializes in Commercial Cleaning, Pressure Washing, Construction Cleanup, High Dusting, Residential Cleaning, and Grounds Keeping.

Frank Hall, Owner  
info@facilitymsg.com  
2121 Richmond Rd, Lexington, KY 40502  
Phone (893)225-3267 | www.facilitymsg.com

**PRINTCORE, INC.**  
Printcore Inc. is committed to providing top-quality printing and packaging products. With over 20 years of experience in the printing and packaging arena, we are a one-stop shop for our customers.

Ray Woods, Owner  
rayw@printcoreinc.com  
woodrey2@hotmail.com  
Phone: (859)351-4596  
https://www.printcoreinc.com

## 3.0 REQUIRED PROPOSAL CONTENTS

## 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 its 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.

**commerce  
lexington.**

**WANT TO EXPAND YOUR BUSINESS?  
NEED TO FUND YOUR START UP?**

The Access Loan Program provides easier access to the financing and helpful business advice that you need to start or grow your business. This program is committed to fostering economic growth and enhancing business opportunities for minorities, women, and small businesses. The Access Loan Program has been responsible for over \$24.9 million in financing for the start or expansion of area small businesses since its inception in 2001.

**APPLY NOW**

Contact: Tyrone Tyra  
Sr. Vice President  
Community & Minority Business Development  
Commerce Lexington Inc. | 859-226-1621

**ACCESS LOAN PROGRAM**

Visit Our Website  
[www.commercelexington.com](http://www.commercelexington.com)

## 3.0 REQUIRED PROPOSAL CONTENTS

## 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.



Brian T. Ruth  
March 11

Over the last few weeks I participated in a program sponsored by Commerce Lexington Inc. called Money Smart for Small Business. The classes were taught by Dale Morgan, the president and CEO of Foundation47.LLC. Dale, along with other special guests, taught a large class about business organization types, tax strategies, cash flow management, and much more. We learned a lot! Plus, this provided an excellent opportunity to network with local, small business owners.

It was definitely worth the time spent. Big thanks to Dale, the special guests, Commerce Lexington staff, and the amazing cooks that fed the participants delicious meals! I hope this program continues for years to come.

Dale Morgan and 10 others



3.0 REQUIRED PROPOSAL CONTENTS

# 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.

The image displays two screenshots of the 'Property Search & Analysis' software. The left screenshot shows a search results page with a map and property listings. The right screenshot shows a detailed view of a property, 'Legacy Business Park', with a map and general information. Below the screenshots is an email from Katie Vandegrift, dated Monday, September 18, 2018, 9:53 AM. The email is addressed to Katie Vandegrift and is about a Greater Lexington Real Estate Search. The email content is as follows:

From: Katie Vandegrift <kvandegrift@commercelexington.com>  
 Sent: Monday, September 18, 2018 9:53 AM  
 To: Katie Vandegrift <kvandegrift@commercelexington.com>  
 Subject: Greater Lexington Real Estate Search - 1. 10K SF

Good morning Brokers,

Commerce Lexington is working with a client looking for an industrial building in Lexington with the following requirements:

- 10,000 SF (+/-)
- 19' + ceilings
- 3 dock door
- Existing building
- Lease preferred

Please send me available listings or let me know if you have any future properties that meet the requirements

Thank you,

**Katie Vandegrift**  
 (she/her/hers)  
 Director of Marketing and Research, Economic Development

**commerce lexington**  
 Commerce Lexington  
 1308 E. Main Street, Suite 209  
 Lexington, KY 40507  
 ☎ 859-226-1400  
 📠 859-541-5837  
 kvandegrift@commercelexington.com  
 www.commercelexington.com

## 3.0 REQUIRED PROPOSAL CONTENTS

## 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.



## 3.0 REQUIRED PROPOSAL CONTENTS

## 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**

## 3.0 REQUIRED PROPOSAL CONTENTS

## E

## Working Draft Budget

<b>E. Working Budget</b>	
<b>TOTAL</b>	<b>\$411,000.00</b>
<b>2.1 New Business Development</b>	<b>\$150,000.00</b>
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
<b>2.2 Existing Business Retention and Expansion</b>	<b>\$100,000.00</b>
Networking Events	\$5,000.00
Admin	\$95,000.00
<b>2.3 Small Business Owner Connections and Networking</b>	<b>\$30,000.00</b>
Networking Events	\$20,950.00
Advertising and Marketing - Print and Digital	\$3,050.00
Admin	\$6,000.00
<b>2.5 Minority Business Development</b>	<b>\$40,000.00</b>
Membership & Dues, Travel	\$6,800.00
Classes	\$9,400.00
Advertising and Marketing - Print and Digital	\$15,800.00
Admin	\$8,000.00
<b>2.6 Women Owned Business Development</b>	<b>\$7,000.00</b>
Membership & Dues	\$1,500.00
Networking Event	\$2,575.00
Advertising and Marketing - Print and Digital	\$1,525.00
Admin	\$1,400.00
<b>2.7 Veteran Owned Business Development</b>	<b>\$4,000.00</b>
Networking Event	\$1,675.00
Advertising and Marketing - Print and Digital	\$1,525.00
Admin	\$800.00
<b>2.8 Available Economic Development Property Register</b>	<b>\$50,000.00</b>
Property Database	\$12,000.00
Educational Memberships (C2ER / CPAL)	\$5,000.00
Website Maintenance	\$23,000.00
Admin	\$10,000.00
<b>2.11 Ag-Tech and Agri Business Development (New and Existing)</b>	<b>\$30,000.00</b>
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

### 3.0 REQUIRED PROPOSAL CONTENTS

# F

## Conflict of Interest Disclosure

Commerce Lexington does not have a conflict of interest.



### 3.0 REQUIRED PROPOSAL CONTENTS

# 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



## 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, Nikki, 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 RFPs	125	
2.1	Social media campaign to consultants	KV	ongoing	Post on Facebook, twitter, and LinkedIn - real estate, notable events, downshings, 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/lunch/eon 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	Select USA Investment Tradeshow, aimed at recruiting foreign direct investment to the United States. Site Sectors Guild, Medical Device and Design, Biotech Industry Organization, IEDC, and ACEE	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.	3	
2.1	Attend Select USA	NG	June	Select USA 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	ongoing	KYUnited typically offers 6 trips a year - each cost \$31,200 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 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/advertisements in site selection magazines, Business Facilities Site Seekers Guide, Directory listings in the Site Selection annual guide. Support the Kentucky Guide to Economic Development.	2	
2.1	Update and analyze data	KV	ongoing	Support of the Equine Industry - Banner Ad during the Land Rover 3 Day event. 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 LocaterLexington.com website	KV	ongoing	LocaterLexington.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 downshing activities, coordinate community partners to address EB needs / Issues (i.e. Mercor 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 UFUCG 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	2.3.12.5   2.6   2.7	TT, FM	ongoing	Invitation to DEI events and recognition in MB Resource Guide	Available to all minority-owned, women-owned, and veteran-owned business members.	ongoing
2.3	2.3.12.5   2.6   2.7	TT, FM	ongoing	Seek new opportunities for funding CMBD priorities	Begins January 1st annually	as needed
2.5	Participate in the Minority Business Expo Board of Directors	TT, FM	Quarterly	Community Partner with FCS	Board member	4
2.5	2.5.12.6   2.7	TT, FM	ongoing	Active involvement in outreach	Active involvement in outreach	as needed
2.5	2.5.12.6   2.7	TT, FM	ongoing	Community Partner with UK Economic Inclusion Team	Active involvement in outreach and sponsorship for UK Turner Construction Diversity Accelerator Program and other programming.	ongoing
2.5	2.5.12.6   2.7	TT, FM	October/November	Money Smart Classes	Financial Literacy classes targeting small and minority business owners (held in the Fall)	12-15 participants
2.5	2.5.12.6   2.7	TT, FM	January/February	Money Smart Classes	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	2.5.12.6   2.7	TT, FM	ongoing	Introduce new MBE's to UFUCG Minority Enterprise Business Liaison	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 LocalLexington.com website- Updates as new listings are received - Industrial and Office. Updates feed directly to KCED's database and LGE&KU databases.	continuous 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	CZER Membership / Conference	KV	Annually	Schedule and conduct a meeting to discuss the current state of the agribusiness environment.	1	
2.11	Meet with the Director of Agriculture Development	CLX team	July/August 2024	Coordinate with Director of Ag Development to create a plan outlining strategies to attract agtech and other agricultural businesses to Lexington-Fayette County.	gather baseline data	
2.11	Develop Recruitment Plan	CLX team	Q3 FY2025	Assist with compiling a list of businesses that meet the criteria for Bluegrass AgTech Development Corp programming.	TBD	
2.11	Connecting Businesses with Bluegrass AgTech Development Corp	CLX team	ongoing		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 Preparation tracking document (see example below) within 30 days of new Purchase of Service Agreement.



**EXAMPLE**

**Event Planning and Preparation 2024**

MONTH	DATE	EVENT	PLANNING MONTH	MARKET	LOCATION	Team Member	# of Attendees	NOTES
March	17th	Kentucky Unified Event (opening day of ADC)	January	Lexington	Out of Market	NG - KAED Organized		COMPLETE
April	17-19th	KAED Spring Conference	January	Lexington/Regional	Lexington	NG		COMPLETE
April	23-25th	Ted Abernathy Economic Development - Regional Leaders	January	Regional	Lake Cumberland	NG - KAED Organized		COMPLETE
April	TBD	Global HG CEO	January	Lexington	BCTC - AMC - Georgetown	GG		3/28 - Convo w/ KAM on 3/27
June	5-7th	Leadership Visit	January	Lexington	Salt Lake City, UT	GG, TT		Event Ticket and Hotel booked. KV is good to go!
June	11-14th	C2ER	January	Lexington/Regional	Norfolk, VA	KV/GG/BB		3/13 in progress - Bi-weekly mtgs - working on site map
August	2nd	Website Updates	January	Lexington	Lexington	OK, TT, FM		Monthly meetings
April	30th	Minority Business Expo	February	Lexington	Lexington	OK		COMPLETE
April	8	Bluegrass Alliance Bi-monthly	February	Regional	Lexington	KV		COMPLETE
May	1st	Meet n' Street - Cabinet for Economic Development	February	Lexington/Regional	MT Sterling	CLX ED Team, TT		COMPLETE
May	1st	Example Implement Additional Items as Funded by LFUCG / approved RFP	February	Lexington/Regional	Frankfort			COMPLETE
May	8th	Bluegrass Alliance Out of Market Consultant Event	February	Regional	Indianapolis, IN	NG - Truly Applied Mktg.	15-20 consultants	3/13: NG chose event venue. 3/28 - Contract assigned. Dates to be determined.
May	8th	Regional Leadership Council	March	Regional	TBD	AL, GG, KV		3/13: NG has registered & been accepted. Hotel booked. Need to purchase plane ticket.
TBD		Councilmembers Business Tour	March	Lexington	Lexington (Goldstream)	CK, AJ		3/13: KA suggested CLX table the event.
August	7	Example Implement Additional Items as Funded by LFUCG / approved RFP	March	Regional	Lexington			3/28 Create event end of April. Save the Date necessary. Determine Venue. LEX Customer Experience?
August	7	Regional Leaders - ED Simulation	March	Regional	LBY Customer Experience Center	KV		3/27 - LFUCG monthly project meeting shared announcement date. 5/15 - CK working with Caroline Scott at KAM to organize event.
June	23-26th	Select USA	March	Regional	Washington, DC	NG		3/28: Considering Bio Int Recap at event or Milton Boyer CEO present why Lexington. Goal: Determine Chair of Bio Network 5/15 CK contact MB for dates to present.
July	TBD	Legacy Business Park Groundbreaking	March	Lexington	Legacy Business Park	ED Team		5/16/2024 - Scheduled. Phyllis B. on radar for presentation. Regional Assets. Past, Current, Future.
July	30	Manufacturing Network	March	Lexington	Lexington Legends	CK		5/16/2024 - Tyronne to find flight and ticket information. Area 24 @ Lexington Opera House 4:30pm
July	TBD	Example Implement Additional Items as Funded by LFUCG / approved RFP	March	Lexington	Lexington			May - CK find a Out of State Company to Visit. Coordinate information with team. Dates pending - 6/1, 8/16, 8/22
July	TBD	Biotech Network	March	Lexington	Lexington	CK		
June	20	Bluegrass Alliance	April	Regional	Columbia Gas - Lexington	KV		
July	24-27th	ACCE	May	Lexington	Denver, CO	TT		
June	24	Global HG CEO	May	Lexington	Lexington	CK, GG, KA		
August	TBD	EB and Consultant Visit	May	Lexington	Orville, OH / Detroit, MI	CLX ED		
August	TBD	Bluegrass Alliance 101	June	Regional	Berea	KV		
September	TBD	Ten Investor Event	June	Lexington	Lexington	FM, EP, AC		



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0585-25**

**File ID:** 0585-25

**Type:** Resolution

**Status:** Approved

**Version:** 1

**Contract #:** 188-2025

**In Control:** Urban County Council

**File Created:** 06/06/2025

**File Name:** Community Ventures FY2026 PSA

**Final Action:** 07/01/2025

**Title:** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Purchase of Service Agreement (PSA) with Community Ventures Corporation, pursuant to RFP #35-2024, to assist with small business owner connections and networking, entrepreneurial development/start-up assistance, minority owned business development, and women owned business development, at a cost not to exceed the sum of \$63,220.17. [Mayor's Office, Glasscock]

**Notes:** SAF in the CCO. Returned to Troy Black 7/2/2025. MS

**Sponsors:**

**Enactment Date:** 07/01/2025

**Attachments:** Blue Sheet Community Ventures Corporation FY2026, PSA FY2026 Community Ventures Signed, PSA Community Ventures Exhibit D, PSA Community Ventures Exhibit E, RESO 0585-25 FY26 EDP PSA Comm. Ventures Corp. 4922-9658-4527 v.1.docx, R-313-2025, 188-2025 - 313-2025 - CONTRACT - 2025 - CLK - Contracts - 7-2-2025

**Enactment Number:** R-313-2025

**Deed #:**

**Hearing Date:**

**Drafter:** Troy Black

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	06/24/2025	Approved and Referred to Docket	Urban County Council	06/26/2025		Pass
1	Urban County Council	06/26/2025	Received First Reading	Urban County Council	07/01/2025		
1	Urban County Council	07/01/2025	Approved				Pass

### Text of Legislative File 0585-25

#### Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Purchase of Service Agreement (PSA) with Community Ventures Corporation, pursuant to

RFP #35-2024, to assist with small business owner connections and networking, entrepreneurial development/start-up assistance, minority owned business development, and women owned business development, at a cost not to exceed the sum of \$63,220.17. [Mayor's Office, Glasscock]

**Summary**

Authorization to execute a Purchase of Services Agreement with Community Ventures Corporation to assist LFUCG with Small Business Owner Connections and Networking; Entrepreneurial Development/Start-Up Assistance; Minority Owned Business Development; and Women Owned Business Development at a cost of \$63,220.17 for the period of July 1, 2025 to June 30, 2026 pursuant to RFP 35-2024. Funds are Budgeted. (L0585-25) (Glasscock/Atkins)

Budgetary Implications [select]: Yes

Advance Document Review:

**Law:** { Yes, Completed by [Evan Thompson, 6/6/2025]}

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

Fully Budgeted [select]: Yes

Account Number: 1101-900204-0001-71101

This Fiscal Year Impact: \$63,220.17

Annual Impact: NA

Project:

Activity:

Budget Reference:

Current Balance: fully Budgeted in 1101-900112



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

**FROM:** Kevin Atkins  
Chief Development Officer

**DATE:** June 6, 2025

**RE:** FY2026 Economic Development Partner PSA – Community Ventures Corporation

**Request:**

Authorization to execute a Purchase of Services Agreement (PSA) with economic development partner agency Community Ventures Corporation.

**Why are you requesting:**

The Lexington-Fayette Urban County Government (LFUCG) annually contracts with economic development partner agencies to provide economic development services for the government. The Lexington Economic Development Investment Board (EDIB) at their May 6, 2025, meeting approved contracting with Community Ventures Corporation for a term of July 1, 2025, to June 30, 2026, for economic development services on behalf of LFUCG. LFUCG may terminate this agreement with a 30-day written notice. The organization can terminate this agreement with a 90-day written notice.

Community Ventures Corporation in FY2026 will assist LFUCG with Small Business Owner Connections and Networking; Entrepreneurial Development/Start-Up Assistance; Minority Owned Business Development; and Women Owned Business Development. The PSA is for the same services and dollar amount (\$63,220.17) provided during the current fiscal year (FY2025) and as awarded under RFP 35-2024 "Economic Development Partnership Services."

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

The cost for FY2026 is: \$63,220.17

The cost for future FY is: N/A

**Are the funds budgeted?**

Yes  
Account Number: 1101-900204-0001-71101

**Director/Commissioner:**

Amy Glasscock/Kevin Atkins





**PURCHASE OF SERVICE AGREEMENT**

THIS PURCHASE OF SERVICE AGREEMENT, made and entered into on the

\_\_\_\_\_ day of July 2025, 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 **COMMUNITY VENTURES CORPORATION**, a Kentucky corporation,

("Organization") with offices located at 1450 North Broadway, Lexington, Kentucky 40505,

with an effective date of July 1, 2025.

**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

D. Exhibit "D" – RFP #35-2024

E. 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, 2025, 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 one (1) additional term of one (1) year, 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 Sixty-

Three Thousand and Two Hundred and Twenty Dollars and 17/100 Cents (\$63,220.17)

("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. The Funds shall be subject to and contingent upon the final approval by the

Urban County Council of the Lexington-Fayette Urban County Government's Fiscal Year

2026 budget. 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 (1/4<sup>th</sup>) 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,

accounting statement, and invoice shall lapse.

5. 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.

6. 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.

7. 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).

8. 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 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.

9. 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.

10. By no later than the tenth (10<sup>th</sup>) of the month following the end of each quarter (e.g.: Friday, October 10, 2025; Saturday, January 10, 2026; Friday, April 10, 2026; and Friday, July 10, 2026), 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 May 31, 2026, 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.

11. 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.

12. 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. Upon notification of any such requirement for

membership, this Agreement and Organization's services to Government shall automatically

become void.

13. 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. 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.

14. 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, 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 Organization, or to constitute Organization an

agent of the Government.

15. 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.

16. 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.

17. 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.

18. 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.

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

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

21. 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 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.

22. 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.

23. 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.

24. 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.

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

For Organization:  
Community Ventures Corporation  
1450 North Broadway  
Lexington, Kentucky 40505  
Att: Brian Hutchinson, Chief Development 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.

ATTEST: Abigail Allan, Clerk of the Urban County Council  
 BY: LINDA GORTON, MAYOR

ATTEST: John Watz, Chair  
 BY: COMMUNITY VENTURES CORPORATION

ATTEST: Lisa M. Hart  
 DATE: 5/21/2025

**EXHIBIT "A"**

Lexington/Fayette Urban County Government  
Addendum for Services  
Community Ventures Corporation

**SCOPE OF WORK – SMALL BUSINESS OWNER CONNECTION AND NETWORKING/ ENTREPRENEURIAL  
DEVELOPMENT AND START-UP ASSISTANCE/ MINORITY OWNED BUSINESS  
DEVELOPMENT/ WOMEN OWNED BUSINESS DEVELOPMENT**

**Local Contribution:**

Community Ventures Corporation 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 (Community Ventures Corporation response to LFUCG RFP #35-2024) of this Agreement, which include, but are not limited to:

**SMALL BUSINESS OWNER CONNECTIONS AND NETWORKING**

- 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.
- 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.
- An annual report will be submitted to the Chief Development Officer and Director of Business Engagement by May 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.

**ENTREPRENEURIAL DEVELOPMENT/START UP ASSISTANCE**

- Assist Lexington-Fayette County entrepreneurs and business owners with identification of financing options and possible sources for investment capital.
- 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.
- Assist entrepreneurs with educational assistance training programs related to starting, running, and operating a business.
- Assist Lexington leaders and the business community by identifying ways to reduce barriers to entrepreneurship.
- Host events and other programs to provide connections to other businesses in the community that may provide opportunity for growth in their operations.

- 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 May 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.

#### **MINORITY OWNED BUSINESS DEVELOPMENT**

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

#### **WOMEN OWNED BUSINESS DEVELOPMENT**

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

### **EXHIBIT "B"**

**COMMUNITY VENTURES QUARTERLY QUESTIONNAIRE**

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

**SMALL BUSINESS OWNER CONNECTIONS AND NETWORKING**

Number of small business owner collaboration events held this quarter for Lexington businesses:  
Total attendance of all small business owner collaboration events held this quarter for Lexington businesses:  
Average attendance of all small business owner collaboration events held this quarter for Lexington businesses:

**ENTREPRENEURIAL DEVELOPMENT & STARTUP ASSISTANCE**

Number of Lexington entrepreneurs and business owners assisted during the quarter:  
Number of Lexington entrepreneurs and business owners assisted with identification of financing options or investment capital during the quarter:  
Number of Lexington entrepreneurs and business owners connected with the Small Business Administration (SBA) during the quarter:  
Number of entrepreneurial training programs related to starting, running and operating a business held for Lexington entrepreneurs and business owners during the quarter:  
Number of workshops and seminars hosted to business planning, marketing strategies or financial management during the quarter:  
Number of programs to provide connections to other businesses in the community to provide Lexington small businesses the opportunity for growth in operations:



**MINORITY BUSINESS DEVELOPMENT**

Number of Lexington minority owned businesses assisted during the quarter:  
 Number of Lexington minority owned businesses assisted with identification of financing options or investment capital during the quarter:  
 Number of minority owned business events hosted to provide connections to other businesses in the community to provide Lexington minority owned businesses the opportunity for growth during the quarter:  
 Number of educational assistance training programs related to starting, running and operating a minority owned business held for Lexington minority business owners during the quarter:  
 Number of programs to provide connections to other businesses in the community to provide Lexington small businesses the opportunity for growth in operations:  
 Number of new minority owned businesses introduced to the LFUCG Minority Business Enterprise Liaison during the quarter:

**WOMEN OWNED BUSINESS DEVELOPMENT**

Number of Lexington women business owners assisted during the quarter:  
 Number of Lexington women business owners assisted with identification of financing options or investment capital during the quarter:  
 Number of Lexington women business owner events hosted to provide connection to other businesses in the community and provide women owned businesses the opportunity for growth during the quarter:  
 Number of educational assistance training programs related to starting, running and operating a business held for Lexington entrepreneurs and business owners during the quarter:  
 Number of programs to provide connections to other businesses in the community to provide Lexington small businesses the opportunity for growth in operations:  
 Number of women business owners introduced to the LFUCG Minority Business Enterprise Liaison during the quarter:

One-on-One Lexington business counseling sessions during the quarter (Goal 45 per month):

Number of Lexington clients who received assistance in business counseling sessions during the quarter (Goal 175 owners/aspiring owners):

Funding secured by Lexington clients during the quarter (Goal \$500,000 annually)

New Lexington businesses started by clients during the quarter (Goal of 25 annually):

Monthly Business Builder Workshops for Lexington businesses held during the quarter (Goal 12 annually)

Women Strong Coffee events held during the quarter:

Average Lexington monthly attendance (Goal 30):

Total Lexington annual attendance (Goal 360):

Women in Business Expo Lexington attendance (Goal 150):

Empowering Excellence Panel Lexington attendance (Goal 45):

**EXHIBIT "C"**

Lexington/Fayette Urban County Government  
Addendum for Services  
Community Ventures Corporation

**COMMUNITY VENTURES ANNUAL QUESTIONNAIRE**

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

**SMALL BUSINESS OWNER CONNECTIONS AND NETWORKING**  
(July 1, 2025 – June 30, 2026)

Number of small business owner collaboration events held during the year for Lexington businesses:  
Total attendance of all small business owner collaboration events held during the year for Lexington businesses:  
businesses:

Average attendance of all small business owner collaboration events held during the year for Lexington businesses:  
businesses:

**ENTREPRENEURIAL DEVELOPMENT & STARTUP ASSISTANCE**  
(July 1, 2025 – June 30, 2026)

Number of Lexington entrepreneurs and business owners assisted during the year:  
Number of Lexington entrepreneurs and business owners assisted with identification of financing options or investment capital during the year:  
Number of Lexington entrepreneurs and business owners connected with the Small Business Administration (SBA) during the year:

Number of entrepreneurial training programs related to starting, running and operating a business held for Lexington entrepreneurs and business owners during the year:

Number of workshops and seminars hosted related to business planning, marketing strategies or financial management during the year:  
 Number of programs to provide connections to other businesses in the community to provide Lexington small businesses the opportunity for growth in operations during the year:

**MINORITY BUSINESS DEVELOPMENT**  
 (July 1, 2025 – June 30, 2026)

Number of Lexington minority owned businesses assisted during the year:  
 Number of Lexington minority owned businesses assisted with identification of financing options or investment capital during the year:  
 Number of minority owned business events hosted to provide connections to other businesses in the community to provide Lexington minority owned businesses the opportunity for growth during the year:  
 Number of educational assistance training programs related to starting, running and operating a minority owned business held for Lexington minority business owners during the year:  
 Number of programs to provide connections to other businesses in the community to provide Lexington small businesses the opportunity for growth in operations during the year:  
 Number of new minority owned businesses introduced to the LFUCG Minority Business Enterprise Liaison during the year:

**WOMEN OWNED BUSINESS DEVELOPMENT**  
 (July 1, 2025 – June 30, 2026)

Number of Lexington women business owners assisted during the year:  
 Number of Lexington women business owners assisted with identification of financing options or investment capital during the year:  
 Number of Lexington women business owner events hosted to provide connection to other businesses in the community and provide women owned businesses the opportunity for growth during the year:  
 Number of educational assistance training programs related to starting, running and operating a business held for Lexington entrepreneurs and business owners during the year:  
 Number of programs to provide connections to other businesses in the community to provide Lexington small businesses the opportunity for growth in operations during the year:  
 Number of women business owners introduced to the LFUCG Minority Business Enterprise Liaison during the year:

**YEARLY EVENT REPORT**  
 (July 1, 2025 – June 30, 2026)

One-on-One Lexington business counseling sessions during the year (Goal 45 per month):

Number of Lexington clients who received assistance in business counseling sessions during the quarter (Goal 175 owners/aspiring owners):

Funding secured by Lexington clients during the quarter (Goal \$500,000 annually)

New Lexington businesses started by clients during the quarter (Goal of 25 annually):

Monthly Business Builder Workshops for Lexington businesses held during the quarter (Goal 12 annually)

Women Strong Coffee events held during the quarter:

Average Lexington monthly attendance (Goal 30):

Total Lexington annual attendance (Goal 360):

Women in Business Expo Lexington attendance (Goal 150):

Empowering Excellence Panel Lexington attendance (Goal 45):

**EXHIBIT "D"**  
Lexington/Fayette Urban County Government  
Addendum for Services  
Community Ventures Corporation  
**RFP #35-2024**

**EXHIBIT "E"**

Lexington/Fayette Urban County Government  
Addendum for Services  
Community Ventures Corporation  
**COMMUNITY VENTURES CORPORATION**  
**RFP #235-2024 RESPONSE**  
**WORK PLAN**

4907-7528-9664, v. 1

**EXHIBIT “D”**

Lexington/Fayette Urban County Government  
Addendum for Services  
Community Ventures Corporation

**RFP #35-2024**





# Lexington-Fayette Urban County Government

## Request for Proposals

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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
<b>Administrators</b>																	
<b>Professionals</b>																	
<b>Superintendents</b>																	
<b>Supervisors</b>																	
<b>Foremen</b>																	
<b>Technicians</b>																	
<b>Protective</b>																	
<b>Para-</b>																	
<b>Office/Clerical</b>																	
<b>Skilled Craft</b>																	
<b>Service/Maintena</b>																	
<b>Total:</b>																	

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](mailto: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 MWDBE 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 MWDBE 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](mailto: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>)

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

<b>Project Name/ Contract #</b>	<b>Work Period/ From:</b> _____ <b>To:</b> _____
<b>Company Name:</b>	<b>Address:</b>
<b>Federal Tax ID:</b>	<b>Contact Person:</b>

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, safety 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.

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Signature

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Date

**RISK MANAGEMENT PROVISIONS  
INSURANCE AND INDEMNIFICATION**

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**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:

<b><u>Coverage</u></b>	<b><u>Limits</u></b>
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.

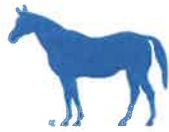
## Right to Review, Audit and Inspect

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 10<sup>th</sup> 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](http://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 31<sup>st</sup> 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 31<sup>st</sup> 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  
Community Ventures Corporation

**COMMUNITY VENTURES CORPORATION  
RFP #235-2024 RESPONSE  
WORK PLAN**

4907-7528-9664, v. 1



**Introduction:**

Community Ventures Corporation, administering services through the Women’s Business Center of Kentucky is pleased to submit this comprehensive budget proposal in response to the RFP for Economic Development Partnership Services issued by LFUCG. Our proposal aims to address the economic development needs of Lexington-Fayette County through targeted strategies and initiatives.

Community Ventures helps people own homes and start businesses because we believe in the power of dreams. Whether it’s affordable financing, education, or neighborhood revitalization, our areas of focus dramatically improve the quality of life for Kentuckians.

Since 1982, Community Ventures has evolved in capacity and knowledge, but our mission has remained the same – to strengthen our communities by empowering individuals. We are committed to creating positive impact through individualized financial counseling, large scale neighborhood revitalization, and everything in between.

Vibrant communities start with people. Community Ventures equips our clients with knowledge and skills they can use for the rest of their lives, creating positive impact for generations to come.

The Women's Business Center of Kentucky is more than a resource hub; we are the driving force behind the entrepreneurial journey for Kentucky’s women’s business owners. Our center is a dynamic and inclusive space where women from diverse backgrounds come together to turn their business dreams into reality.

Established in 2011, the [Women's Business Center](#) of Kentucky helps women entrepreneurs, especially those who are economically or socially disadvantaged, start and grow businesses in the state of Kentucky. The WBC of Kentucky is one of over 155 Women’s Business Centers across the country that provides technical assistance to help women start and grow their small business.

WBC of Kentucky is funded in part by a cooperative agreement by the U.S. Small Business Administration and is administered by Community Ventures. WBC of Kentucky is headquartered in Lexington and services all 120 counties in the Commonwealth of Kentucky. In 2023, the WBC of Kentucky was recognized nationally as a Center of Excellence by the Association of Women’s Business Centers.

**Objectives:** The key objectives of this project are as follows:





- Nurturing entrepreneurial talent in Lexington, specifically women-owned and minority-owned businesses and aspiring entrepreneurs.
- Support the establishment and growth of small businesses in Lexington areas through training, business coaching, and access to finance.
- Foster collaboration and networking among entrepreneurs, industry experts, and local stakeholders to facilitate knowledge sharing and market linkages.
- Promote sustainable business practices and innovation to enhance the competitiveness of local business.
- Measure the impact of the project through key performance indicators such as successful business starts, job creation, revenue growth, and overall economic development.
  
- **Entrepreneurial Capacity Building:**
  - Conduct entrepreneurship training programs to equip individuals with the necessary skills and knowledge to start and manage a business.
  - Organize workshops and seminars on business planning, marketing strategies, financial management, and other relevant topics.
  - Provide business counseling opportunities to aspiring entrepreneurs, connecting them with certified business coaches who can offer guidance and support.
  
- **Access to Finance:**
  - Establish partnerships with financial institutions to develop tailored financial products and services for aspiring or seasoned entrepreneurs.
  - Facilitate access to microfinance, loans, grants, and other funding options to support business startup and expansion.
  - Offer financial literacy training to entrepreneurs to enhance their financial management skills and understanding of financial instruments.
  
- **Networking:**
  - Foster collaboration among entrepreneurs through networking events, business forums, and industry-specific clusters.
  - Facilitate connections between entrepreneurs and other supporting business resources organizations at a local, state, federal, and global levels.
  
- **Ongoing Support:**





- Collaborate with government agencies and local authorities to create an enabling environment for entrepreneurship, such as simplifying business registration procedures and reducing bureaucratic hurdles.
- Provide ongoing support and guidance to entrepreneurs in navigating regulatory frameworks and compliance requirements.

In this proposal, the WBC of Kentucky will specifically address the following service categories:

- (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;

*Assist Lexington-Fayette County entrepreneurs and business owners with training, guidance, and access to resources during their business start-up process.*

**One-on-One Confidential Business Counseling:**

**Description:** Provide personalized counseling sessions where entrepreneurs can meet with certified business advisors to discuss their specific needs and explore suitable start-up options. This could include help with preparing loan applications, business plans, business feasibility, market research, and financial projections. Counseling to be conducted face to face, by telephone, or virtual option tailored to the need of the individual.

**Outcome:** Entrepreneurs receive tailored guidance and support that enhances their business acumen, increases their chances of securing funding, and improves their overall business planning and execution. As a result, there is an increase in successful business launches and growth in the local economy. Fee: \$0

**KPIs:**

- **Number of Counseling Sessions Provided:** Track the total number of one-on-one counseling sessions conducted each month.
  - WBC of Kentucky to conduct 45 counseling sessions each month.
- **Client Satisfaction Rate:** Measure client satisfaction through post-counseling surveys
  - Aiming for a satisfaction rate of 90% or higher.





- **Clients Served:** Record the number of clients who received assistance in the form of business counseling sessions.
  - WBC of Kentucky to provide counseling to 175 business owners/aspiring entrepreneurs.
- **Funding Secured:** Track the total amount of funding secured by clients who received counseling.
  - Aiming for at least \$500,000 in aggregate funding annually.
- **New Business Start-Ups:** Monitor the number of new businesses started by clients who received counseling.
  - With a target of at least 25 new businesses launched per year.

*Assist entrepreneurs with educational assistance training programs related to starting, running, and operating a business.*

**Business Builder Workshop:**

**Description:** Conduct a monthly Business Builder Workshop, a 6-part intensive training program covering essential topics such as business planning, marketing, financial management, legal considerations, and operational strategies. Include hands-on activities, additional on-demand training, and expert guest speakers. This training to be held in person at a partnered venue and offered as a hybrid option to eliminate barriers of attendance. Monthly time offerings will rotate in order to adjust to the needs of the participants (i.e childcare restrictions, full-time job limitations, and other logistics hurdles). Fee: \$60 with scholarships available

**Outcome:** Participants gain comprehensive knowledge and practical skills needed to start and run a successful business.

**KPIs:**

- **Number of Workshops Conducted:**
  - 12 workshops annually.
- **Participant Enrollment:**
  - An average of 8 entrepreneurs enrolled in each workshop.
- **Participant Satisfaction Rate:**
  - 90% or higher satisfaction rate
- **Knowledge Improvement:** Percentage of participants who report increased knowledge in business topics post-workshop.





- 95% knowledge improvement rate
- Guest Speaker Ratings: Average rating of guest speakers by workshop participants.
  - 4.5 out of 5 or higher
- Follow-Up Business Launches: Number of participants who start their business within six months post-workshop.
  - 3 businesses per workshop.

**WBC of Kentucky Online Learning Platform:**

Description: Develop an online learning platform offering courses and webinars on various business topics. Include modules on starting a business, financial literacy, digital marketing, and scaling operations.

Outcome: Entrepreneurs have access to flexible, self-paced learning opportunities that can fit their schedules. Fee: \$0

*Host events and other programs to provide connections to other businesses in the community that may provide opportunity for growth in their operations.*

**Strong Women Strong Coffee**

Description: Organize monthly trainings/panel discussions focused on relevant business topics for the start-up community. This serves as a free and community event for Lexington business owners, community leaders, as well as aspiring entrepreneurs. The WBC of Kentucky will invite subject-matter experts to discuss the given topic intended to foster a successful venture start and sustainable growth model. Expert speakers will reflect our audience, meaning, we will purposefully invite female, minority, local, and community-minded speakers. Quarterly surveys are provided to previous attendees to garner requested topics needed for the Lexington-Fayette community and for the WBC to make ongoing improvements. Fee: \$0

Outcome: Entrepreneurs gain a clear understanding of available resources to start, expand or fund their business endeavors.

KPIs:

- Average of 30 attendees per monthly event
- Total Annual Attendance of 360 individuals
- Event satisfaction rate from attendees to be 90% or higher







- **Featured Speakers:**
  - **Target:** Feature local subject-matter experts in the topics of:
    - Financial literacy
    - Capital acquisition
    - Website development
    - Revenue growth
    - Marketing plan creation
    - Financial projections and fiscal health analysis
    - Social media marketing
    - Business plan creation (startup, existing, pre-and post-funding)
    - Onboarding and retaining employees
    - Bookkeeping
    - Product and service pivoting
    - Procurement management
    - Credit counseling and repair
    - Other topics as needed

### **Women in Business Expo**

**Description:** The Women in Business Expo is an annual event organized by the Women's Business Center of Kentucky (WBC) to showcase the achievements of women entrepreneurs in Lexington-Fayette County. The Expo provides a platform for start-up or seasoned women-owned businesses to network and access adequate business training. The event includes keynote speeches, panel discussions, workshops, and networking sessions designed to inspire and equip women entrepreneurs with the knowledge and connections needed to grow their businesses.

**Outcome:** The Women in Business Expo aims to enhance the visibility and growth of women-owned businesses in the community. By providing a comprehensive platform for exposure and networking, the Expo seeks to foster new business opportunities, facilitate strategic partnerships, and empower women entrepreneurs with the tools and inspiration to scale their ventures. Fee: \$25

**KPIs:**

- **Participant Attendance:**
  - **Target:** Attract at least 150 attendees to the Expo in 2025
- **Exhibitor Participation:**





- Target: Feature 20 local, state, and federal resource providers including, but not limited to: LFUCG, Lexington Chamber, SBA, Kentucky SBDC, SCORE, KY APEX Accelerator, Kentucky Cabinet for Economic Development, University of Kentucky, Kentucky Finance Cabinet, and other business resource organizations.
- Workshops and Sessions:
  - Target: Conduct 4 workshops and 1 panel discussion during the Expo.
  - Workshop topics to address common business barriers or requested topics such as: access to capital, successfully launching a business, and strategies to scale a business venture.
- Satisfaction Rate: Post-event surveys assessing overall satisfaction with the event.
  - Target: Achieve a 90% satisfaction rate among attendees and exhibitors.

### **Empowering Excellence Panel**

**Description:** The Empowering Excellence Panel is a signature event hosted by the Women's Business Center of Kentucky that brings together accomplished women leaders from various industries to share their insights, experiences, and strategies for success. This panel discussion aims to inspire and empower women entrepreneurs and business owners in Lexington-Fayette County by providing them with valuable knowledge, mentorship, and networking opportunities. The event features a moderated discussion followed by an interactive Q&A session, and opportunities for one-on-one engagement with the panelists. The WBC of Kentucky invites business owners who often are not asked to participate in other community events. For example, for International Women's Day the WBC features a panel of local immigrant-owned businesses to discuss their entrepreneurial journey. Another model would feature local minority-owned businesses and how they utilize their MBE certifications for their business ventures.

**Outcome:** The Empowering Excellence Panel seeks to elevate the professional growth and leadership skills of women entrepreneurs. By providing direct access to role models and industry experts, the panel aims to foster a supportive community, inspire attendees to pursue excellence in their ventures, and equip them with actionable insights to overcome business challenges. Fee: \$0

#### **KPIs:**

- Attendance:
  - Target: Attract at least 45 participants to the event annually.
- Panelist Diversity:
  - Target: Include a diverse group of at least 4 accomplished women leaders from different industries and walks of life.





- **Event Partnership:**
  - Target: partner with local business resource providers and programs to introduce opportunities to attendees for further engagement; examples include: Lexington Public Library, Kentucky SBDC, SBA, Community Ventures, LFUCG, Women Leading Kentucky, and other organizations with an aligned mission to the WBC of Kentucky.
- **Satisfaction Rate:**
  - Target: Achieve a 90% satisfaction rate among attendees.

*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.*

#### **Comprehensive Annual Report Preparation**

**Description:** Compile a detailed annual report by March 31 each year, summarizing all activities, events, and programs conducted. Include metrics such as the number of entrepreneurs assisted, financing secured, created and sustained jobs, generated revenue, educational programs held, and feedback from participants. Highlight success stories and provide analysis of the impact on the local economy.

**Outcome:** A thorough report provides transparency, accountability, and valuable insights for the Director of Business Engagement and the Lexington Economic Development Investment Board.

*Assist Lexington leaders and the business community by identifying ways to reduce barriers to entrepreneurship.*

#### **Annual Barriers to Entrepreneurship Survey**

**Description:** Conduct an annual survey of local entrepreneurs to identify common barriers they face, such as access to capital, regulatory challenges, or lack of mentorship. Compile and analyze the data to create a report with actionable recommendations.

**Outcome:** Data-driven insights inform local leaders and policymakers on necessary changes to support entrepreneurship.





**Budget:**

The WBC currently receives \$150,000 in funding through a grant from the Small Business Administration (SBA), which is then matched and administered by Community Ventures at a 1:1 dollar match. This grant supports various operational costs, including staff salaries, program development, and administrative expenses. The following budget proposal details how additional funding will enhance and expand our program offerings beyond what the SBA grant covers.

Category	Description	Amount	Funding Source	Comments
<b>Operational Costs</b>				
Salaries and Benefits	Staff salaries and benefits	\$150,000	SBA Grant & Community Ventures	
Office Rent and Utilities	Office space and utility expenses	\$2,500	SBA Grant & Community Ventures	
Administrative Expenses	General administrative costs	\$45,000	SBA Grant & Community Ventures	30% of Total Cost
<b>Total Operational Costs</b>		<b>\$197,500</b>		
<b>Program Costs</b>				
<b>Women in Business Expo</b>		<b>\$7,500</b>		
Venue Rental	Rental of venue for the event	\$2,000	Sponsor/In-kind	
Marketing and Promotion	Advertising and promotional activities	\$150	Sponsor/In-kind	
Speaker Fees and Travel	Compensation and travel for speakers	\$2,000	Sponsor/In-kind	
Catering	Food and beverage services	\$3,000	Sponsor/In-kind	
Materials and Supplies	Event materials and supplies	\$350	Sponsor/In-kind	
<b>Empowering Excellence Panel</b>		<b>\$1,650</b>		
Venue Rental	Rental of venue for the panel	\$1,000	Sponsor/In-kind	
Marketing and Promotion	Advertising and promotional activities	\$50	Sponsor/In-kind	





**community ventures**  
Your Dream. Our Mission.

Category	Description	Amount	Funding Source	Comments
Speaker Fees and Travel	Compensation and travel for speakers	\$0	Sponsor/In-kind	
Catering	Food and beverage services	\$500	Sponsor/In-kind	
Materials and Supplies	Event materials and supplies	\$100	Sponsor/In-kind	
<b>Monthly Strong Women Strong Coffee Events (annualized)</b>		<b>\$8,100</b>		
Venue and Refreshments	Venue and food costs per event (12 total)	\$7,200	Sponsor/In-kind	
Marketing and Promotion	Advertising for each event	\$300		
Materials and Supplies	Supplies for each event	\$600	Sponsor/In-kind	
<b>Business Coaching and Training Programs</b>		<b>\$81,600</b>		
Certified Business Advisor	Compensation for advisor	\$75,600	Lexington Economic Partnership	
Training Materials, Equipment, and Resources	Advisor materials, equipment, and resources	\$6,000	SBA Grant & Community Ventures	
<b>Annual Reporting and Evaluation</b>		<b>\$1,536</b>		
Data Collection and Analysis	Gathering and analyzing data via survey platform, jotform	\$348	SBA Grant & Community Ventures	
Data Collection and Analysis	Confidential Client Information in CRM System	\$1,188	SBA Grant & Community Ventures	
<b>Total Program Costs</b>		<b>\$100,386</b>		
<b>Total Budget</b>		<b>\$297,886</b>		

## Business Coaching Budget Outline

Category	Description	Amount	Comments
<b>Compensation</b>			
Business Advisor Salary	Salaries for certified business advisors	\$54,000	Industry Average





**community ventures**  
Your Dream. Our Mission.

Category	Description	Amount	Comments
Business Advisor Benefits	Health, retirement, and other benefits	\$21,600	Based on 40% fringe rate
<b>Total Compensation</b>		<b>\$75,600</b>	
<b>Equipment</b>			
Office Equipment	Computer and printer	\$1,500	Necessary for business coaching
Software Licenses	Business planning, financial projection, Zoom, and CRM software	\$2,500	Essential tools for coaching
<b>Total Equipment</b>		<b>\$4,000</b>	
<b>Training</b>			
Professional Development	Continuous education for business advisors	\$1,500	Relevant courses and certifications
Local Workshops/Seminars	Attending relevant workshops and seminars in Lexington	\$500	Networking and skill enhancement
<b>Total Training</b>		<b>\$2,000</b>	
<b>Grand Total</b>		<b>\$81,600</b>	

**Justification for Additional Funding:** While the SBA grant provides support for our operational expenses, additional funding is essential to fully implement and enhance our program offerings and to provide a designated business coach to the city of Lexington. The financial support is reflected in the table above at \$75,600; 25.4 % of the overall Lexington budget for the WBC of Kentucky. 74.6% of the overall budget is provided from non-LFUCG funding. This includes expanding outreach efforts, increasing the number of high-impact events, and providing more comprehensive support to women and minority entrepreneurs. Community Ventures has not received funding from LFUCG in the previous two years.

**Expected Outcomes:**

- Increased number of registered entrepreneurs and small businesses;
- Job creation;
- Revenue Growth;
- Enhanced entrepreneurial skills and business acumen within the local community;





- Strengthened market linkages and access to finance for women-owned businesses;
- Improved overall economic growth and community development.

**Sustainability:** To ensure the long-term sustainability of the project, we will focus on building local capacity and empowering the Lexington community to take ownership of their economic development. This will involve establishing local business networks, fostering entrepreneurship culture, and creating mechanisms for continuous support and mentorship. A dedicated Business Coach for women-owned and minority-owned businesses will communicate the commitment to this focus.

**Conclusion:** The WBC of Kentucky is committed to delivering tangible results in partnership with LFUCG to advance economic development in Lexington-Fayette County. Our comprehensive approach, coupled with clear deliverables and reporting mechanisms, ensures transparency and accountability in achieving shared goals. Promoting entrepreneurship and small business development for marginalized communities is a strategic approach to drive economic growth in Lexington. This project proposal outlines a comprehensive plan that aims to empower aspiring entrepreneurs, facilitate access to finance, foster networking opportunities, and create an enabling environment for women-owned and minority-owned businesses. By implementing this project, we can unlock the potential of women in business and minority-owned businesses leading to sustainable economic development, improved livelihoods, and vibrant communities.

Thank you for considering our budget proposal. We look forward to the opportunity to contribute to the economic prosperity of Lexington-Fayette County.

Sincerely,

*Devanny King*

Executive Director, Women's Business Center of Kentucky at Community Ventures





# Lexington-Fayette Urban County Government

## Request for Proposals

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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(1). 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.

Brian A. Hutchinson

Signature

05-31-24

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, Brian Hutchinson, and after being first duly sworn, states under penalty of perjury as follows:

1 His/her name is Brian Hutchinson and he/she is the individual submitting the proposal or is the authorized representative of Community Ventures Corporation, 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 Kentucky

COUNTY OF Franklin

The foregoing instrument was subscribed, sworn to and acknowledged before me

by Germaine Stratton Eld on this the 31 day  
of May 2024

My Commission expires Feb 27, 2027

Germaine Stratton Eld  
NOTARY PUBLIC, STATE AT LARGE

GERMAINE STRATTON ELD  
Notary Public - State at Large  
Kentucky  
My Commission Expires Feb. 27, 2027  
Notary ID KYNP67774

## 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**

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

Brian A. Hittelman  
Signature

Community Ventures Corporation  
Name of Business

Exceptions to this policy may be granted by the Corporation's Board of Directors at the request of the President/CEO.

## Driver's License

Employees whose work requires operation of a motor vehicle must present and maintain a valid driver's license. You will be asked to submit a copy of your driver's license to CV. Any changes in the status of your license must be reported to your supervisor immediately. Failure to do so may result in disciplinary action, including possible dismissal.

## Equal Employment Opportunity

This institution is an equal opportunity provider and employer. This is reflected in all CV practices and policies regarding hiring, training, promotions, transfers, rates of pay, layoff, and other forms of compensation. All matters relating to employment are based upon ability to perform the job, as well as dependability and reliability once hired.

If you wish to file a Civil rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), or at any USDA office, or call (866) 632-9992 to request the form.

Send your completed complaint form or letter by mail to U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at [program.intake@usda.gov](mailto:program.intake@usda.gov).

## Former Employees

Depending on the circumstances, CV may consider a former employee for re-employment. Such applicants are subject to CV's usual pre-employment procedures. To be considered, an applicant must have been in good standing at the time of their previous termination of employment with CV and must have provided the required advance notice of their intention to terminate their employment with CV.

Regardless of the length of your previous employment and length of time since you terminated your employment with CV, your benefits shall accrue as if you

## Fair Housing and Equal Opportunity Policy

Community Ventures Corporation will proactively abide by the provisions of the Civil Rights Act of 1964, the Civil Rights Act of 1968 (Fair Housing Law), as amended, and the following additional laws and/or executive orders:

- ❖ Housing and Urban Development Act of 1968, Section 3, as amended.
- ❖ Rehabilitation Act of 1973, Section 504.
- ❖ Housing and Community Development Act of 1974, Section 109, as amended.
- ❖ Age Discrimination Act of 1975, as amended.
- ❖ Executive Order 11063: Equal Opportunity in Housing.
- ❖ Executive Order 11246: Equal Employment Opportunity.

CVC is committed to maximizing choice within its service area's total housing supply; lessening racial, ethnic and economic concentrations of housing; facilitating desegregation and racially inclusive patterns of occupancy and use of public facilities; and administering federal funding in a manner to affirmatively further fair housing. To ensure that staff is fully aware of CVC's commitment to the above, each law and/or executive order is explained in greater detail below.

### I. Title VI of the Civil Rights Act of 1964

Provides that no person shall be excluded from participation, denied program benefits or subjected to discrimination on the basis of race, color or national origin under any program or activity receiving federal financial assistance.

CVC has and will continue to take a proactive approach to fully implement procedures to eliminate discrimination on the basis of race, color or national origin. In accordance with KRS 344.015, CVC has adopted the following Title VI implementation plan:

*CVC will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by the Regulations of the U.S. Department of Housing and Urban Development, Department of Justice (28 CFR Parts 42 and 50), Kentucky Housing Corporation (KHC), Lexington-Fayette Urban County Government, and any requirements or directives issued pursuant to that Act, to the effect that, no person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which CVC received federal financial assistance.*

### II. Title VIII of the Civil Rights Act of 1968, as amended

Prohibits discrimination in housing on the basis of race, color, religion, sex, national origin, familial status or handicapped status. This law also requires HUD to administer its programs in a manner that affirmatively promotes fair housing.



### **III. Section 3 of the Housing and Urban Development Act of 1968, as amended**

Provides that, to the greatest extent feasible, opportunities for training and employment that arise through HUD-financed projects shall be given to lower income residents of the project area. Section 3 also provides that contracts awarded in connection with such projects be awarded to: businesses located in the project area or businesses owned, in substantial part, by residents of the project area. (Note: The Housing and Community Development Act of 1980 defined "project area" as the unit of local government or the metropolitan area or the nonmetropolitan county in which the project is located.)

CVC will provide training and employment opportunities for low-income project area residents and when possible will award HOME contracts to businesses located or substantially owned by persons in the project area. To accomplish this, CVC will advertise annually for contractors and/or subcontractors in local newspapers within its service area, and will likewise make reasonable effort to purchase goods and services from local businesses. CVC will maintain records of these efforts in project and/or individual unit files, or purchasing files.

Whenever HUD assistance generates opportunities for employment or contracting, recipients of HUD housing assistance funds must, to the greatest extent feasible, provide these opportunities to low- and very low-income persons and to businesses owned by or employing low- and very low-income persons.

The Section 3 requirements apply to job training, employment, contracting and subcontracting and other economic opportunities arising from assistance provided for construction, reconstruction, conversion or rehabilitation (including lead-based paint hazard reduction and abatement) of housing, other buildings or improvements assisted by housing or community development funds.

Recipients of HOME assistance have minimum project costs limits under which Section 3 requirements do not apply. Section 3 only applies to:

Projects for which HUD's share of project costs exceeds \$200,000;

Contracts and subcontracts awarded on projects for which HUD's share or project cost exceeds \$200,000, and the contract or subcontract exceeds \$100,000 and Recipients whose projects do not fall under Section 3 are nonetheless encouraged to comply with the Section 3 preference requirements.

The business must be able to demonstrate that it can successfully meet the terms and conditions of the proposed contract. In addition, these requirements do not restrict competition to only businesses meeting one of the priorities, nor do they authorize set-asides.

Recipients, contractors and subcontractors should make good faith efforts to hire low income people and/or award contracts and subcontracts according to the priority considerations and preference in a manner similar to the best efforts described above.

### **IV. Section 504 of the Rehabilitation Act of 1973, as amended**

Provides that no otherwise qualified individual shall, solely by reason of his or her handicap, be excluded from participation (including employment), denied program benefits or subjected to discrimination under any program or activity receiving federal funds.

Individuals with disabilities are protected by Section 504. This includes individuals who:

1. Have a physical or mental impairment that substantially limits one or more major life activities.
  - **Physical impairments** include limited vision or hearing, limited mobility (including people who use wheelchairs, canes, or walkers), infectious diseases (including AIDS) and others.
  - **Mental impairments** include mental retardation, organic brain syndrome, emotional or mental illness and specific learning disabilities.
  - **Major life activities** are everyday things such as walking, talking, seeing, hearing, working or caring for oneself.

**OR**

2. Have a record of an impairment, such as a history of a disability or misclassification as having a disability.

**OR**

3. Are regarded as having an impairment. (Someone treats the person as if he/she has an impairment whether or not the person actually does.)

#### **Key Aspects of Section 504**

- **Program accessibility** – Eligible people with disabilities should be able to participate in and benefit from programs receiving federal financial assistance as much as people without disabilities.
- **Physical accessibility** – As much as possible, people with disabilities should be able to enter and use building (homes, apartments, libraries, youth centers, office buildings, etc.) that are assisted by HUD.
- **Most integrated setting** – People with disabilities should not be separated from non-disabled people or put off by themselves, unless there is no other reasonable choice; or special services must be provided to enable the people with disabilities to live independently.
- **Reasonable accommodation** – Agencies operating programs assisted by HUD must make adjustments to allow people with disabilities to enjoy the benefits of the programs, as long as the adjustment is not unduly expensive or burdensome (significant difficulty or expense).
- **Discrimination** – Any action by a recipient that denies a qualified individual with handicaps equal treatment or equal opportunity to benefit from programs or activities receiving federal financial assistance. CVC's president/CEO will designate a staff member to serve as the corporation's 504 Coordinator, Equal Opportunity/Fair Housing officer, and Title VI coordinator.

**Currently, the designated staff person is: Donna Major, President/Homeownership Center, (859) 231-0054**

CVC notifies clients through its marketing efforts (through written statements in printed materials) and again specifically at initial intake that it does not discriminate on the basis of disability. All housing staff who perform client intake will post the Equal Opportunity and Fair

Housing posters prominently in their offices, and said posters will include the name and contact information for the designated 504/EEO/FH/Title VI coordinator.

**V. Section 109 of the Housing and Urban Development Act of 1974, as amended**

Provides that no person shall be excluded from participation (including employment denied program benefits or subjected to discrimination on the basis of race, color, religion, sex or national origin under any program or activity funded in whole or in part under Title I (Community Development) of the Act.

**VI. The Age Discrimination Act of 1975, as amended**

Provides that no person shall be excluded from participation, denied program benefits or subjected to discrimination, on the basis of age under any program or activity receiving federal funds.

**VII. Executive Order 11063**

Provides that no person shall, on the basis of race, color, religion, sex or national origin, be discriminated against in housing (and related facilities) provided with federal assistance and lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the federal government.

**VIII. Executive Order 11246, as amended**

Provides that no person shall be discriminated against, on the basis of race, color, religion, sex or national origin, in any phase of employment during the performance of federal or federally assisted construction contracts in excess of \$10,000.

**Project benefit documentation**

CVC will maintain socioeconomic data to document that populations served with federal funds are being provided the opportunity to participate in programs in a nondiscriminatory manner. CVC will maintain and update this information for each federally-assisted project.

**Employment Records**

CVC will maintain records regarding employment to ensure that hiring procedures and decisions are conducted in a non-discriminatory manner. Staff should reference the corporate policy manual for employees that sets forth personnel policies.

## **Grievance Procedure**

CVC's grievance procedures are designed to provide due process standards and provide for expedient and prompt resolution of complaints related to any type of discrimination. At present, CVC's programs are designed such that no clients requesting housing assistance are declined. Those whose financial status or credit history will not support near-term (six to eight months) homeownership are referred to CVC's financial fitness, homebuyer education and related classes.

If a client disagrees with staff's determination that s/he is not yet eligible for any homeownership program, the client may appeal that decision to Donna Major, President/Homeownership Center, (859) 231-0054, 1450 N. Broadway, Lexington, KY 40505, or via email [dmajor@cvcky.org](mailto:dmajor@cvcky.org).

Should the client wish to appeal further, appeal may be made to CVC's CEO, Kevin Smith, and, for legal/fair housing complaints, to the Kentucky Human Rights Commission or HUD's Fair Housing/Equal Opportunity office. CVC provides this written grievance policy to clients during the intake process.

## **External Parties**

To affirmatively further fair housing, CVC will:

- ❖ Include provisions prohibiting discrimination in contracts and subcontracts which are for more than \$10,000.
- ❖ Include provisions requiring Section 3 compliance in contracts and subcontracts.
- ❖ Include contract provisions that promote the use of Women Owned Businesses and Minority Owned Business Enterprises.
- ❖ Promote fair housing by displaying and distributing Fair Housing laws, brochures, poster displays, etc.

**WORKFORCE ANALYSIS FORM**

Name of Organization: Community Ventures Corporation

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		6	2			3	2									9	4
Professionals		11	11			1										12	11
Superintendents																	
Supervisors																	
Foremen																	
Technicians		6	4		2	1	3									7	9
Protective																	
Para-																	
Office/Clerical					2												2
Skilled Craft																	
Service/Maintena																	
<b>Total:</b>		<b>23</b>	<b>19</b>		<b>2</b>	<b>5</b>	<b>5</b>									<b>29</b>	<b>26</b>

Prepared by: Brian Hutchinson, Chief Dev. Officer Date: 05, 31, 24

*(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](mailto:smiller@lexingtonky.gov)

Firm Submitting Proposal: Community Ventures Corporation

Complete Address: 1450 N. Broadway, Lexington, KY 40505  
Street City Zip

Contact Name: Brian Hutchinson Title: Chief Development Officer

Telephone Number: 859-231-0054 Fax Number: n/a

Email address: bhutchinson@cvky.org

**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 MWDBE 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 MWDBE 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](mailto: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>)

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



**LFUCG MWDBE SUBSTITUTION FORM**

Bid/RFP/Quote Reference # 35-2024

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.  n/a					
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.

Community Ventures Corporation

Company

05-31-24

Date

Brian Hutchinson

Company Representative

Chief Development Officer

Title



**MWDBE QUOTE SUMMARY FORM**

Bid/RFP/Quote Reference # 35-2024

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 <u>Community Ventures Corporation</u>	Contact Person <u>Brian Hutchinsom</u>
Address/Phone/Email <u>1450 N. Broadway Lexington, KY 40505 859-231-0054 b.hutchinsom@cvky.org</u>	Bid Package / Bid Date <u>35-2024 ; 05-31-24</u>

MWDBE Company Address	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
<u>n/a</u>								

(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.

Community Ventures Corporation  
Company  
05-31-24  
Date

Brian Hutchinsom  
Company Representative  
Chief Development Officer  
Title

**LFUCG STATEMENT OF GOOD FAITH EFFORTS**

Bid/RFP/Quote # 35-2024

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).

~~Requested~~ <sup>n/a</sup> Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE 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 MWDBE 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.

Community Ventures Corporation  
Company  
05-31-24  
Date

Brian Hutchinson  
Company Representative  
Chief Development officer  
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, safety 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

Ben A. Hultine  
Signature

05-31-24  
Date

## **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.
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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.

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- (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, safety 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.

Brian J. Antikarov  
Signature

05-31-24  
Date

**RISK MANAGEMENT PROVISIONS  
INSURANCE AND INDEMNIFICATION**

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**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:

<u>Coverage</u>	<u>Limits</u>
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.

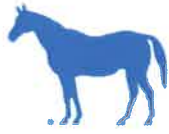
## Right to Review, Audit and Inspect

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 10<sup>th</sup> 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](http://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 31<sup>st</sup> 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 31<sup>st</sup> 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



## **Addendum**

### **Required Proposal Contents**





## **Why WBC of Kentucky and Community Ventures are Best Suited for Economic Development Partnership with LFUCG**

### **Proven Track Record of Success**

The Women's Business Center of Kentucky (WBC) and Community Ventures have a well-established history of supporting economic development and entrepreneurial success. Their combined expertise in providing tailored business coaching, educational programs, and financial assistance has significantly contributed to the growth of small businesses in Lexington-Fayette County. This track record demonstrates their capability to manage and execute programs effectively, ensuring positive outcomes for the community.

### **Comprehensive Support Services**

WBC and Community Ventures offer a holistic suite of services that address the multifaceted needs of entrepreneurs, particularly women and minority-owned businesses. These services include:

- **Personalized Business Coaching:** Providing one-on-one counseling sessions to help entrepreneurs with business plans, loan applications, and market research.
- **Educational Workshops:** Conducting regular workshops such as the Business Builder Workshop to equip entrepreneurs with essential skills in business management.
- **Access to Capital:** Assisting businesses in identifying and securing financing options and investment capital.
- **Networking Opportunities:** Hosting events like the Women in Business Expo and the Empowering Excellence Panel to foster connections within the business community.

These comprehensive support services ensure that entrepreneurs receive the necessary resources and guidance at every stage of their business journey.

### **Strong Community Connections**





Both WBC and Community Ventures have deep-rooted connections within the Lexington-Fayette County community. They collaborate closely with local businesses, government agencies, and non-profit organizations to create a supportive ecosystem for entrepreneurs. Their established relationships with the Small Business Administration (SBA) and other financial institutions enable them to effectively link entrepreneurs with critical resources.

#### Focus on Diversity and Inclusion

WBC and Community Ventures are committed to promoting diversity and inclusion within the business community. Their targeted programs for women and minority entrepreneurs help to reduce barriers and create equal opportunities for all. By introducing new minority and women-owned businesses to the LFUCG Minority Business Enterprise Liaison, they actively contribute to a more inclusive economic landscape.

#### Customized and Confidential Services

The WBC's no-cost, confidential, and tailored business coaching ensures that entrepreneurs receive personalized attention that addresses their unique challenges and goals. This customized approach increases the likelihood of business success and sustainability.

#### Alignment with LFUCG Goals

The mission and objectives of WBC and Community Ventures align closely with the goals of the Lexington-Fayette Urban County Government (LFUCG) for economic development. Their focus on entrepreneurial development, minority and women-owned business support, and community engagement dovetails with LFUCG's efforts to foster a vibrant, diverse, and inclusive economy.

#### Measurable Impact and Accountability

Both organizations are committed to transparency and accountability. They provide detailed annual reports outlining their activities and outcomes, ensuring that stakeholders, including the LFUCG, can track progress and assess the impact of their initiatives. This commitment to measurable results fosters trust and demonstrates their effectiveness in driving economic development.





## **Knowledge and Understanding of Lexington-Fayette County and the Lexington-Fayette County Economy**

The Women's Business Center of Kentucky (WBC) and Community Ventures possess a profound understanding of the economic landscape and challenges faced by businesses in Lexington-Fayette County. The 2022 Disparity Study commissioned by the LFUCG highlights significant barriers for minority and women-owned businesses, including limited access to capital and market opportunities. WBC and Community Ventures have a proven track record in addressing these disparities through tailored programs such as business coaching, educational workshops, and networking events. Our strong community ties and data-driven approach ensure that we effectively support underrepresented entrepreneurs, making us the ideal partner to drive economic development and promote equity in the local economy.

According to the 2022 Disparity Study commissioned by the Lexington-Fayette Urban County Government (LFUCG), there are notable disparities in business ownership and opportunities for minority and women-owned businesses. The study highlights several key findings:

### **1. Minority-Owned Business Disparities:**

- Minority-owned businesses face significant barriers in accessing capital and securing contracts.
- There is a lower representation of minority-owned businesses in the marketplace compared to their proportion of the population.

### **2. Women-Owned Business Disparities:**

- Women-owned businesses also experience challenges in gaining equal opportunities for growth and sustainability.
- The study indicates a need for targeted support and resources to help these businesses thrive.

These disparities underscore the need for specialized programs and interventions to support minority and women entrepreneurs in Lexington-Fayette County.





**community ventures**  
Your Dream. Our Mission.

**WBC of Kentucky- Economic Development Partnership Project**

<b>Category</b>	<b>Description</b>	<b>Amount</b>	<b>Qualifications</b>
<b>Job Function</b>			
Lexington Business Advisor	Provides 1:1 coaching to women-owned and minority-owned businesses in Lexington; conducts trainings/events specific to the Lexington entrepreneurial community.	100%	Certified Business Advisor with appropriate education to support providing 1:1 business consulting to women and minority-owned businesses
WBC Executive Director	Supervises Business Advisor and Event & Program Coordinator; Oversees Program Compliance; Provides WBC Program Direction	50%	Certified Business Advisor with appropriate education to support services rendered. Annual compliance training with SBA program oversight.
WBC Event & Program Coordinator	Assist with the coordination of WBC events and programming. This individual oversees registration, post event reporting, survey analysis, and the development of training programs for entrepreneurial communities	25%	Background and experience provide a tailored experience in supporting business owners. Online platform, resource, and program knowledge implemented to ensure efficiencies and effectiveness within WBC events and program offerings.
Community Ventures President of Lending	Provides guidance and supervisory to WBC program from host organization, Community Ventures; Approves and oversees budgetary requests made from the WBC	5%	Leadership of the WBC program for more than five years. Background in supervising local, state, and federal funded programs



**JOB TITLE: Director of Women’s Business Center of Kentucky**

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Employee Name: Devanny King

Division:	Business Development	Location:	Lexington
Supervisor:	Brenda Weaver	Prepared by:	Kevin R. Smith
Salary level:	Competitive		
Approved by:	Kevin R. Smith		
FLSA Status:	Exempt		
% of FTE:	100%		

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The Women's Business Center Program Director (WBC Program Director) is a full time, exempt, senior level staff position with program and operational responsibility in Lexington/Fayette County, Kentucky for the state of Kentucky.

**SUMMARY:** This position manages CVC’s operations of the SBA’s WBC of Kentucky. Roles, directly or through staff, will include:

- (1) consulting with clients to define personal barriers to business start-up or stable ownership;
- (2) providing individual technical assistance or classroom training to address the identified barriers;
- (3) consulting with clients looking to expand their business and providing additional resources to clients;
- (4) assisting clients, when necessary, in obtaining appropriate financing;
- (5) collaborating with outside agencies to provide the maximum support for women and disadvantaged entrepreneurs;
- (6) ensuring the agency’s compliance with all program goals, objectives, policies and procedures;
- (7) ensuring that the WBC is and remains in compliance with all funding requirements;
- (8) preparing all funding reports, conducts surveys as needed and all other administrative requirements of the program;
- (9) reporting to the Director of Lending

While other duties may be assigned as needed, **ESSENTIAL DUTIES AND RESPONSIBILITIES** include the following:

**ADMINISTRATIVE**

- Developing, implementing, and overseeing all operating procedures in accordance with SBA and CVC requirements and guidelines.
- Assuring compliance with SBA requirements and guidelines in data collection and reporting, and other areas.
- Responding in a timely manner to the needs and requests of clients, collaborators, and partners.
- Developing agreements and memoranda of understanding with participating organizations and agencies.

- Maintaining communication among CVC and WBC staff and attending all relevant organizational meetings.
- Assisting in hiring, training, supervising, and evaluating staff to ensure successful and accountable program results.
- Supporting, implementing, and promoting compliance with CVC's Diversity and Equal Opportunity Plan in all aspects of employment and education; encouraging cultural and ethnic diversity in staffing, curriculum, programs, and services.
- Maintaining a safe work environment, enforcing safe work practices, reporting and investigating accidents, maintaining necessary documentation, policies and procedures, and requiring employees to receive mandated training.

#### **BUDGETARY/FINANCIAL**

- Developing, managing and administering the WBC program and budget, in accordance with recognized good accounting practices, and SBA and CVC guidelines and requirements.
- Overseeing proper and accurate collection and reporting of financial and performance data.
- Preparing and submitting requests for reimbursement, budget amendments, contract closeout reports, and quarterly and annual program reports to the CVC CEO, or the CEO's designee.

#### **PROJECT MANAGEMENT**

- Maintaining, managing, and growing economic development projects within the scope of the WBC and CVC.
- Organizing a WBC Center Advisory Council
- Establishing a regular meeting schedule for the WBC Advisory Council, providing appropriate information and agendas in *advance* of meetings, facilitating management presentations and dialogue, and issuing timely meeting minutes.
- Preparing project reports and conduct project evaluations (monthly reports).

#### **COMMUNITY OUTREACH, NEEDS ASSESSMENT & ON-GOING STRATEGIC PLANNING**

- Researching existing programs and services in each respective territory and determining the needs of the local aspiring and existing small business communities in order to develop effective programs and services
- Managing and sustaining mutually supportive relationships with the SBA through the Kentucky SBA District Director and relationship with other WBC partners
- Establishing relationships with colleges, universities, research, community and government institutions throughout the state.
- Participating, STATEWIDE, in community organizations and activities relevant to CVC's and the WBC's mission; concentrating efforts in the larger cities of Louisville/Jefferson County and Lexington/Fayette County
- Identifying under-served communities and strategies to reach them
- Exploring strategies and opportunities for job-creation and revenue-generation
- Maintaining a short term workplan and accomplishments record



- Determining the needs of the local small business community to develop effective WBC services
- Developing, implementing and supervising specific ancillary training modules to expand and complement existing business development training programs.
- Providing in-depth, high quality, one-on-one business counseling and specialized training to business owners and prospective business owners. Serving as a mentor to WBC clients.
- Coordinating and leveraging the resources of community small business organizations and agencies to provide a comprehensive assistance delivery system.
- Providing leadership in community small business assistance services.
- Developing and implementing plans for marketing, public relations, and outreach activities throughout WBC territory.
- Speaking to community groups to explain and interpret agency purposes, programs, and policies.
- Maintaining the reputation and positive regard held by the WBC in the community.

**SUPERVISORY RESPONSIBILITIES:** This job may have supervisory duties over three subordinate positions. Works with and ensures training of EVP's, Directors of Business Development and Business Development Specialists in the requirements of the WBC when applicable.

**QUALIFICATIONS:** To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

**EDUCATION and/or EXPERIENCE:** 1) Extensive experience as a small business owner or manager; 2) An education level that consists at minimum a bachelor's degree in business administration, management or related field from a four-year college or university; or 3) Four to five years related experience and/or training in the provision of training and technical assistance to entrepreneurs and small businesses; or equivalent combination of education and experience. Must be proficient in Microsoft Word and Excel.

**PHYSICAL DEMANDS:** The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to use hands to finger, handle, or feel objects, tools, or controls and reach with hands and arms. The employee must frequently lift and/or move up to 10 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus. The employee will be required to do some traveling.

**WORK ENVIRONMENT:** The work environment characteristics described here are representative of those an employee might encounter while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee occasionally works in outside weather conditions. The noise level in the work environment is usually quiet.

**COMMUNITY VENTURES IS AN EQUAL OPPORTUNITY EMPLOYER**

# Devanny Paige King, MBA

[devpking@gmail.com](mailto:devpking@gmail.com) | [www.linkedin.com/in/DevannyKing](http://www.linkedin.com/in/DevannyKing)

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## EXPERIENCE/SKILLS

- 5 years of International Work Experience in Australia, Spain, Mexico, and China
- NASBITE certified Global Business Professional
- 10 years in Management & Leadership Consulting and Education
- National Conference Speaker: America's Small Business Development Center

## RELEVANT CAREER EXPERIENCE

### Women's Business Center of Kentucky

Lexington, Kentucky

*Executive Director (April 2023-present)*

- Ensuring the agency's compliance with all program goals, objectives, policies, and funding requirements
- Preparing all funding reports, conducting surveys, and all other administrative requirements for the program
- Collaboratively and effectively work with outside agencies to provide maximum support for women and disadvantaged entrepreneurs
- Consulting with clients who are starting or expanding their business ventures and assisting when necessary in obtaining appropriate funding

### Georgetown College- Adjunct Professor, Entrepreneurial Leadership (Aug 2021-Dec 2023)

- **COMM 350 COURSE DESCRIPTION:** The course examines the Entrepreneurial Leadership factors needed to bring about enterprise transformation or transition from start-up to ongoing operations and ultimately to a sustainable business model. Theories and related research are conducted within the course in addition to "best" and "worst" practices, using case studies, lectures, and outside speakers.

### Kentucky Small Business Development Center

Lexington, Kentucky

*Business Consultant (Aug 2020-April 2023)*

- Facilitating sessions to help entrepreneurs develop appropriate business models, business plans, financial projections, cash flow models, marketing plans, loan packaging, and core processes
- Coaching entrepreneurs launching new businesses and growing or diversifying mature businesses
- Building and maintaining close professional relationships with small businesses throughout the region.
- Collaboratively and effectively work with partner organizations, including hosts, state and federal resource partners

*International Trade Team Lead (Aug 2021- present)*

- International business planning assistance: product preparation, market analysis, logistics, documentation, financial analysis, compliance and legal considerations
- International market intelligence support: identify potential export markets, assess target markets, find foreign buyers and distributors
- Export forums, trainings, workshops, and in-house training
- Collaboratively work in partnership with federal and state agencies that assist small business exporting clients

### Enriched LLC- Founder & Coach (April 2020-present)

- Develop, facilitate, and promote growth opportunities to clients seeking professional and personal development strategies.
- Course creation for professional development: optimizing organizational culture, leadership training, effective communication, networking, and career development
- Promoting professional and personal development everyday strategies through blog articles, public speaking agreements, and in-person team trainings.

### CRCC Asia- General Manager (February 2019-November 2019)

Beijing, China

- Oversee regional employees of the Beijing office by providing training to new employees and mentoring existing employees to achieve personal and corporate goals
- Monitor and control expenses for the Beijing expenses of \$300,000 USD annually
- Effectively lead and monitor KPIs for the Business Development and Program Management teams
- Expand the partnership portfolio and connect with potential stakeholders

**Starz Sports- Project Manager** (October 2018- February 2019)

Beijing, China

- Work alongside the company and its affiliates to manage and execute all programs involving the Yao Ming Youth Basketball Development entity.
- Establish and conduct inter-scholastic competition, while communicating positive character development concepts to players and parents.

**Professional Athlete, Basketball**

FC Barcelona/Barça CBS, Federación Española de Baloncesto Liga Femenina 2 (2018 Season) Barcelona, Spain

Kalamunda Eastern Suns, Western Australia State League Basketball(2017 Season) Perth, Australia

Lakeside Lightening, Western Australia State League Basketball (2016 Season) Perth, Australia

- Compete and perform at a high-level of basketball as a restricted import player
- Represent the brand of the basketball club on and off the court

**Impressions Marketing and Events- Account Manager** (October 2016-August 2018)

Lexington, Kentucky

- Helping organizations build their brand by using integrated marketing strategies and effectively executed events
- Amplifying brands for businesses and non-profits in the areas of: event marketing, digital marketing, graphic and web design, video production, public relations, radio and broadcast
- Manage select accounts by tailoring the work provided to their specific needs and organizational goals. Serve as the communication liaison between the clients, suppliers, and distributors

**98five Sunshine FM- Public Relations Manager** (October 2016- October 2017)

Perth, Australia

- Promote the activities and content of the federally-licensed, community-operated radio station and its various sub-units to the wider community
- Responsibilities include, but not limited to: press releases, media contact, developing and maintaining key stakeholder relationships, events involvement and organization, promotional media and networking opportunities
- Develop and administer proposals for on and off air promotions to increase profile and market-share / audience goals

**98five Sonshine FM- Operations Manager** (March 2016- October 2016)

Perth, Australia

- Coordinate and administer a range of operational and administrative activities in direct support of the delivery of 24-hour radio programming by the station
- Participate in the development and administration of strategic and operating plans, and evaluate programs for compliance with the overall mission of the station.
- Monitor, manage and improve the efficiency of support services such as IT, HR, Accounts, Sales and Finance

**SteinGroup, LLC. – Business Research Associate** (May-December 2015)

Lexington, Kentucky

- Prepare market research on behalf of clients and provide consulting on marketing campaign strategies
- Assist staff and clients in the design, execution and evaluation of projects, including literature reviews, surveys, focus groups, data integration and analysis

**EDUCATION***Georgetown College*

- Bachelor of Science: Business Administration & Communication and Media Studies, Magna Cum Laude

*Western Kentucky University*

- Master's in Business Administration

**CERTIFICATES:**

- Kentucky Colonel - The Honorable Order of Kentucky Colonels issued February 2024
- NASBITE Certified Global Business Professional
- Diversity and Inclusion in the workplace by ESSEC Business School
- Export and Trade Counseling Intermediate Level presented by SBA and TPCC

**Community Leadership & Board Positions:**

- Kentucky District Export Council (2024-present)
- Kentucky Small Business Development Center (2023-present)
- YOU ARE Co. (2019-2022)
- Diversity & Inclusion Committee Member, Georgetown College (2020-2021)

## JOB TITLE: PRESIDENT OF LENDING

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EMPLOYEE NAME:	Brenda Weaver		
DIVISION:	Lending	LOCATION:	Lexington
SUPERVISOR:	Kevin R. Smith	PREPARED BY:	Kevin R. Smith
SALARY LEVEL:	Competitive	PREPARED DATE:	10/26/2016
APPROVED BY:	Kevin R. Smith	APPROVED DATE:	10/26/2016
FLSA STATUS:	Exempt	% OF FTE:	100%

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**SUMMARY:** Manages and directs CV's Lending Company, supervises multiple staff at multiple locations and ensures compliance with all program goals, objectives, policies and procedures. Ensures that each appropriate staff member consults with clients to define personal and business needs or problems; provides individual technical assistance or classroom training to address the needs or problems; assists clients, when necessary, in obtaining appropriate financing for their business concerns; and provides post-loan-closing technical assistance as needed. These functions will be completed by performing the following duties:

**ESSENTIAL DUTIES AND RESPONSIBILITIES** include the following. Other duties may be assigned.

### Technical Assistance and Training

Works through staff to ensure program goals are achieved.

Markets programs throughout CV service area.

Maintains sufficient contact with public, peers, etc. to ensure partnership goals are achieved.

Oversees interviews with clients to determine clients' personal and business needs including current family income, assets, liabilities, cash flow, insurance coverage, tax status, and financial objectives.

Oversees analysis of data to determine solutions such as development of business plan, financing, development of additional financial and organizational management skills, installation of alternate methods and procedures, changes in processing methods and practices, modification of machines or equipment, or redesign of products or services.

Establishes, sets up and maintains training facilities when applicable.

Oversees the presentation of established and effective business training courses using approved curricula and appropriate training methods, techniques, and ideas.

Oversees the scheduling of presentations by internal or outside lecturers, motivational speakers, and sales or product specialists.

Assists in developing new training courses associated with enhancing the success of clients and introducing new products or services.

Studies and develops skills in use of better teaching and training methods.

Keeps informed on new developments, methods, and techniques in the business training field.

### **Lending**

Markets CV's business loan products and generates sufficient activity to meet established goals.

Ensures adherence to all Lending Company policies and procedures, both written and non-written.

Oversees the gathering of appropriate information pertaining to each assigned client's loan request such as sources of income, history and reliability of income, current debts, payment history, assets, etc.

Ensures that clients are assisted in filling out the loan or credit application including required proformas.

Advocates for client during loan review and approval process.

Ensures ongoing contact with client to provide technical assistance and ensure current status of loan.

### **Data Collection and Reporting**

Ensures completion of all client-related documents and submission to the appropriate data collection personnel or file.

Oversees documentation in detail all technical assistance provided to customers and ensures the documentation is recorded in client files.

Provides necessary data to funders to ensure compliance with Corporation's contractual agreements.

**SUPERVISORY RESPONSIBILITIES:** Supervises all Lending Company personnel. Ensures compliance with personnel policies and procedures. Motivates, trains, and maintains staff efficiency.

**QUALIFICATIONS:** To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

**EDUCATION and/or EXPERIENCE:** Extensive experience as small business owner or manager; bachelor's degree (B.A.) from four-year college or university preferred; or four to five years related experience and/or training; or equivalent combination of education and experience.

**LANGUAGE SKILLS:** Ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations. Ability to write reports, business correspondence, and procedure manuals. Ability to effectively present information and respond to questions from groups of managers, clients, customers, and the general public.

**MATHEMATICAL SKILLS:** Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.

**REASONING ABILITY:** Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form. Ability to deal with problems involving several concrete variables in standardized situations.

**PHYSICAL DEMANDS:** The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to sit; use hands to finger, handle, or feel; and talk or hear. The employee frequently is required to reach with hands and arms. The employee is occasionally required to stoop, kneel, crouch, or crawl. The employee must occasionally lift and/or move up to 10 pounds. Specific vision abilities required by this job include close vision.

**WORK ENVIRONMENT:** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

**Community Ventures is an Equal Opportunity Employer.**

**PROFESSIONAL EXPERIENCE**

**COMMUNITY VENTURES, Lexington, KY** **2016-Present**

VP of Business Development for eHome America – Began in January of 2016 with responsibility for outreach and business development for CV’s online homebuyer education product, working with HFA prospects around the nation. In mid-2017, moved to also take over responsibilities of President of Community Ventures’ Housing Company, where I oversee the Homeownership Center and residential development activities of the organization.

President, Lending Company - Assumed additional responsibilities of overseeing all of Community Ventures’ lending activities, including residential, small business, and micro-lending. This includes the origination and servicing of these loans, as well as managing and developing relationships with funders and lending partners, federal and state agencies, and other investors.

**KENTUCKY HOUSING CORPORATION, Frankfort, KY** **2008 – 2016**

Assistant Deputy Executive Director, Housing Programs and Production – Provided leadership and guidance for the corporation’s program areas, including Multifamily, Single-family/Homeownership, Housing Contract Administration, and Tenant Services. Included in those program areas are multiple HUD programs (HOME, ESG, HOPWA, CoC, HUD 811, Olmstead, and Chaffe); LIHTC; Tax-Exempt Bond; Fannie Mae; Ginnie Mae; Hardest Hit Fund; and Project-Based and Tenant-Based Rental Assistance. Additionally, I oversaw the energy programs, including Kentucky Home Performance for residential properties. Wrote formal policies and procedures for multiple program areas.

Formerly served in executive management positions as Chief Strategy Officer; Chief Program, Policy, and PR Officer; and Chief Program and Policy Officer. In those positions, I had executive management oversight for the following areas: Specialized Housing Resources, Tenant-Based Rental, Loan Servicing, Single-Family Homeownership, Communications, and Organizational Planning and Performance.

**NFCDCU, New York, NY** **2007 – 2008**

Director, CDCU Mortgage Center – Managed operations of the Mortgage Center, an LLC of the National Federation of Community Development Credit Unions. Conducted research and analysis around foreclosure issues and the housing crisis, and disseminated information through webinars, conference calls, and education forums for credit union members across the country. Provided training and technical assistance to member credit unions. Managed the Federation’s partnership in the national Fair Mortgage Collaborative initiative and HUD’s HOPE NOW Alliance. Additionally, I managed the Federation’s new business as a HUD counseling intermediary, where I administered grants, monitored performance, and provided technical assistance to sub-grantees who were providing housing counseling.

**FANNIE MAE, Lexington, KY** **2000 – 2007**

Represented Fannie Mae in the local community, the state, the region, and on a national basis in the following capacities:

Lead Director, East Central Cluster - Provided leadership during a corporate re-organization and oversaw



activities in East Central group of Community Business Centers in the Central Region for Fannie Mae. Area included multiple offices in TN, OH, KY, and WV.

National Coordinator, Housing Finance Agency (HFA) Strategy Team – Led 6 regional coordinators from across the country who served as liaisons between Community Business Centers and Public Entities business unit; worked with HFAs nationally to encourage participation in NCSHA affinity agreement (a special single-family loan product developed specifically for HFAs); developed individual strategies with HFAs; worked on individual product development, pricing issues, portfolio acquisitions, and other issues related to the overall HFA/Fannie Mae relationship.

National Coordinator, Public Housing Authority Team – Led 6 regional coordinators from across the country who served as liaisons between Community Business Centers and Public Entities business unit, working with Public Housing Authorities to source community development business for the company.

Director - Kentucky Community Business Center – Managed Fannie Mae operations in Kentucky and oversaw development of affordable housing initiatives and investments of single-family, multi-family, and community development resources across Kentucky.

- Sourced affordable housing transactions by working with developers, non-profits, lenders, and municipalities to identify single-family, multi-family, and community development investment opportunities. These included LIHTC equity investments, short-term and long-term debt investments, and permanent financing.
- Relationship management – developed and managed relationships with housing partners across the Commonwealth, including lenders, non-profit and for-profit housing providers, advocacy groups, municipalities, and elected officials.

**ACKINSON FINANCIAL SERVICES, INC., Lexington, KY**

**1995 - 2000**

President/CEO and Owner

Performed consulting services for banks, credit unions, mortgage companies, CDFI's, and non-profit agencies. Consulting services included training (both classroom and individual); strategic planning; program and product development; creation of strategic partnerships and alliances; compliance training and review; problem-solving; and developing policies and procedures. A full client list is attached.

- As consultant for the National Federation of Community Development Credit Unions, wrote and instructed a mortgage lending school for the NFCDU member institutions. Courses provided participants an opportunity to learn about all aspects of mortgage lending with emphasis on providing affordable financing for lower-wealth clientele. The school was held each year at New Hampshire College.

Conducted financial education and housing counseling through a subsidiary known as "CredAbility," providing pre-purchase counseling for bank and non-profit referrals as well as financial planning for a wide variety of clients.

**COMMUNITY BANK OF LEXINGTON, INC., Lexington, KY**

**1989 - 1995**

President and CEO

Executive Vice President/Director of Loan Operations

Responsible for all lending activities prior to being promoted to President/CEO. Led the organization through tremendous change, from the start-up as a de novo bank, to a successful financial institution, and through a complete re-organization as we merged with another bank.

As Director of Loan Operations, responsibilities included:

- Management: Oversaw asset/liability function, budget/profitability, advertising, strategic planning, investments, etc. Served on bank's Investment, Risk Management, Loan, and Strategic Planning Committees and was member of bank's Board of Directors.
- Secondary marketing: Consistently increased fee income for the bank through secondary market loan sales activities; established investors and maintained relationships with outside sources for loans. Managed production pipeline by setting prices daily, negotiating loan sale commitments;

supervised all reporting, accounting, and sales of loans to investors.

- Underwriter: Am an approved FHA and FHLMC underwriter, and underwrote all portfolio and secondary market real estate loans not originated personally.
- Servicing: Oversaw both portfolio loans and secondary market (Freddie Mac) loan servicing.
- Compliance and CRA Officer: Consistently achieved an "Outstanding" rating and served as bank's affordable housing and community investment representative.
- Personal loan production: Originated majority of bank's real estate loans.

**VARIOUS MORTGAGE COMPANIES AND BANKS**

**1977-1989**

**EDUCATION**

- 3-year Graduate School of Banking, University of Wisconsin, Madison, Wisconsin
- Received "Certified Mortgage Banker" designation, Mortgage Bankers Association of America (currently designated as a Master CMB, indicating expertise in residential and commercial lending as well as mortgage policy)
- 3-year MBA School of Mortgage Banking, University of Florida and Northwestern
  - Mortgage Bankers Association of America
- BA in English & Education – University of Kentucky & Berea College

**AWARDS AND PROFESSIONAL AFFILIATIONS**

**MORTGAGE BANKERS' ASSOCIATION OF THE BLUEGRASS**

Mortgage Banker Hall of Fame Award for lifetime achievement

Named Lifetime Director

Served as President, Vice President, & Secretary-Treasurer

Named *LEXINGTON MORTGAGE BANKER OF THE YEAR*

**MORTGAGE BANKERS' ASSOCIATION OF KENTUCKY**

Named Lifetime Director

Served as President, Vice President, & Secretary-Treasurer

Named *KENTUCKY MORTGAGE BANKER OF THE YEAR*

**MORTGAGE BANKERS' ASSOCIATION OF AMERICA**

Served on Legislative, CMB, and State and Local

Liaison Committees

**COMMUNITY LEADERSHIP**

One of the organizers of two financial institutions and one non-profit:

Community Bank (currently Community Trust)

LexLinc Community Development Federal Credit Union

REACH, Inc.

Previous board positions:

Community Bank  
Appalachian Federal Credit Union Board  
Chair, Finance Committee  
LexLinc Community Development Federal Credit Union  
Served two terms as REACH Board Chair  
H.E.A.D., Inc. (non-profit venture capital fund)  
American Red Cross  
Central Christian Church Foundation for Affordable Housing  
Central Christian Church's St. James Place  
Realtor/Community Housing Foundation  
Affordable Housing Alliance  
Comprehensive Housing Affordability Strategy,  
"Committee of the Whole" which drafted state housing strategy  
Homeless and Housing Coalition  
Mayor's Task Force on Homelessness  
Lexington Forum  
TEAM Lexington Task Force (strategic plan for LFUCG human resources)  
NEW CENTURY LEXINGTON Task Force (creating private/public partnerships)  
The Housing Foundation, Inc.  
Central Christian Church  
St. James Place  
Named one of the "*TOP WOMEN IN BUSINESS*" for two years by *Lane Report*  
Leadership Lexington Graduate  
Lexington-Fayette County:  
Industrial Revenue Bond Review Board  
Community Development Corporation Board



## Event and Program Coordinator

The Women's Business Center (WBC) of Kentucky serves entrepreneurs and small business owners in every stage of business. We aim to provide best-in-class coaching, in-demand services, and relevant programs to foster the success of small businesses.

The Event and Program Coordinator will assist the project team by coordinating and executing various projects in support of the center's mission, including event planning and programmatic support activities.

### **Essential Duties**

#### **Client Relations:**

- Practices radical hospitality to all guests through virtual and in-person interactions
- Develops a good understanding of all WBC of Kentucky, Community Ventures and U.S Small Business Administration policies and procedures.

#### **Program and Administrative Support:**

- Assists in answering phones and emails and assisting clients with questions and next steps
- Assists with special conferences, summits, workshops, meetings, certifications, workforce events, and all other activities associated with the clients.
- Participates in the collection of client feedback on programs and collection of economic impact data for grant reporting purposes.
- Assist with meeting set up and take down to include safety protocols.
- Completes tasks for small business resource development.
- Ensure all client data is maintained and recorded in the organization's CRM.
- Takes on research as directed.

#### **Event Planning:**

- Assists with special conferences, summits, workshops, meetings, certifications, workforce events, and all other activities associated with the clients.
- At the direction of the Executive Director, coordinate logistics for events, including venue selection, catering, audiovisual requirements, and on-site coordination.
- Assist in the development of promotional materials.

## **Qualifications**

### **Education/Experience:**

- High School graduate, college degree preferred.
- Extensive knowledge of Microsoft Office Suite, scheduling software and email are required.
- Experience with business communications, scheduling, and meeting & event planning.
- Previous experience working with a nonprofit organization is desirable.
- Previous experience with a Customer Relationship Management System is preferred.
- Event Planning 1-2 years (required)

### **Communication**

- Ability to communicate well-listening, verbal, and written mediums.
- Ability to communicate with co-workers, clients, vendors, and others in a courteous and professional manner.
- Ability to deal with a diverse group of external callers and visitors as well as internal contacts.
- Commitment to keeping management informed of activities and any significant problems.

### **Skills**

- Ability to work independently with accountability for accurate and complete results.
- Extremely organized and exceptionally detail-oriented.
- Works well both independently and in a team environment.
- Energetic in a fast-paced work environment.
- Able to analyze information and respond appropriately.
- Ability to multi-task in a pleasant manner and work well under pressure.

### **Attributes**

- Motivated to improve processes, procedures, and the work environment.
- Professional appearance and manner.
- Desire and ability to learn.
- Well-organized and detail-oriented.
- Honest and trustworthy.
- Self-Starter.
- Strong work ethic, self-motivated, dependable, respectful, flexible, and positive.

The Event and Program Coordinator will embrace our mission, culture, and core values, and comply with all federal, state, and local legal and tax requirements.

Equal Employment Opportunity (EEO)

## **Kana L. Brown**

Jeffersonville, IN 47130  
812.213.7273  
info@kanabrown.com

### **SUMMARY**

Creative and results-oriented multi passionate professional with over 10 years of experience in community building, and business development. Expertise in building and nurturing relationships with businesses, creatives, and the community.

### **EXPERIENCE**

#### **Content Creation, Remote - April 2021 - Present**

- Photography
- Video editing
- Blog Copy
- Negotiating brand deals
- Creating campaigns meeting timelines

#### **Evansville Black Chamber of Commerce, Evansville, IN - Vice President July 2020 - March 2023**

- Creating Programming
- Creating community partnerships and events
- Mentoring small businesses
- Website creation
- Creating fundraising campaigns

#### **Love IT! EVV, Evansville, IN - Founder, CEO April 2014 - October 2018**

- Creating community partnerships and events
- Creating marketing campaigns
- Fundraising with local businesses
- Building brand awareness for independent businesses

#### **Level Up Lou, Louisville, KY - Community Manager March 2017 - June 2018**

- Pitching and securing brand partnerships
- Point person for communication between businesses and creatives for pop up classes
- Negotiating contracts for teachers
- Securing spaces for pop ups

#### **The Beauty Room, Evansville, IN - Founder, LE April 2012 - April 2023**

- Managing space for wellness + beauty businesses
- Creating community partnerships and events
- Mentoring small businesses
- Facilitating holistic skin care classes
- Building brand awareness for independent businesses

## **EDUCATION**

*University of Southern Indiana, Evansville, IN - Business Marketing and Communications*  
January 2009 - May 2011

## **SKILLS**

- Business Development
- Brand Partnerships
- Community Building
- Creative Problem-Solving
- Team Building
- Project Management
- Strong Communication
- Content Creation

## **AWARDS**

*News 4U 20 Under 40, 2015*

*Best of Issue Evansville Living, 2018*

*Junior League 20 Under 40, 2020*

*Leadership Everyone, Program Award in Community + Neighborhood, 2021*

*Goldman Sachs Black in Business, 2022*

**JOB TITLE: Business Coach**

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EMPLOYEE NAME:	Yet to be Determined		
DIVISION:	Business Development	LOCATION:	Lexington
SUPERVISOR:	Devanny King		
SALARY LEVEL:	Competitive		
APPROVED BY:	Kevin R. Smith		
FLSA STATUS:	Exempt		
% OF FTE:	100%		

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**SUMMARY:** Consults with clients to define personal and business needs or problems; provides individual technical assistance or classroom training to address the needs or problems; assists clients, when necessary, in obtaining appropriate financing for their business concerns; and provides post-loan-closing technical assistance as needed. These functions will be completed by performing the following duties.

**ESSENTIAL DUTIES AND RESPONSIBILITIES** include the following. Other duties may be assigned.

**Technical Assistance and Training**

Interviews client to determine client's personal and business needs including current family income, assets, liabilities, cash flow, insurance coverage, tax status, and financial objectives.

Analyzes data to determine solutions such as development of business plan, financing, development of additional financial and organizational management skills, installation of alternate methods and procedures, changes in processing methods and practices, modification of machines or equipment, or redesign of products or services.

Assists clients with bookkeeping, marketing, business plan development and implementation, legal and insurance issues.

Utilizes and refers clients to other sources to obtain necessary services.

Establishes, sets up and maintains training facilities when applicable.

Presents established and effective business training courses using approved curricula and appropriate training methods, techniques, and ideas.

Schedules and introduces presentations by internal or outside lecturers, motivational speakers, and sales or product specialists.

Assists in developing new training courses associated with enhancing the success of clients and introducing new products or services.

Studies and develops skills in use of better teaching and training methods.

Keeps informed on new developments, methods, and techniques in the business training field.



### **Data Collection and Reporting**

Ensures completion of all client-related documents and submits them to the appropriate data collection personnel or file.

Documents in detail all technical assistance provided to customers and ensures the documentation is recorded in client files.

Provides necessary data to contract management personnel to ensure compliance with Corporation's contractual agreements.

### **SUPERVISORY RESPONSIBILITIES: None**

**QUALIFICATIONS:** To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

**EDUCATION and/or EXPERIENCE:** Extensive experience as small business owner or manager; bachelor's degree (B. A.) from four-year college or university preferred; or four to five years related experience and/or training; or equivalent combination of education and experience.

**PHYSICAL DEMANDS:** The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to use hands to finger, handle, or feel objects, tools, or controls and reach with hands and arms. The employee must frequently lift and/or move up to 10 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus.

**WORK ENVIRONMENT:** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee occasionally works in outside weather conditions. The noise level in the work environment is usually quiet.

**COMMUNITY VENTURES IS AN EQUAL OPPORTUNITY EMPLOYER**



# GUIDE REALTY

"GUIDING YOU HOME"

May 30, 2024

Lexington-Fayette Urban County Government  
200 E Main St  
Lexington, KY 40507

To whom it may concern:

Please consider this letter as both a professional reference and a strong endorsement of the work that is being done by the Women's Business Center of Kentucky and its Executive Director, Devanny King. WBC of Kentucky has been a major resource of both information and connection for myself and my company, Guide Realty.

The WBC of Kentucky currently offers programming such as Strong Women, Strong Coffee; Women in Business Expo; Empowering Excellence Panel; and 1:1 coaching. These services are invaluable to all business owners, but essential to women and minority-owned businesses who have historically had less access to these types of resources. Recent topics have included Business Finance, Growth and Expansion Planning, Health and Wellness and Marketing Strategies. Industry professionals have shared information and offered additional resources to current and aspiring entrepreneurs. All of these services have been offered at no charge to the participants.

While the number of women and minority-owned businesses is increasing, the financial gain of these businesses continues to lag behind. WBC of Kentucky's focus on this segment of entrepreneurs is essential to closing this financial gap and supporting the success of our local businesses. Any financial support for the WBC of Kentucky will further the commitment to our community's women and minority-owned businesses.

Please feel free to contact me for additional information or input.

Most sincerely,

Raquel E. Carter, Owner  
Guide Realty, Inc.  
(859) 421-8984



## Kentucky APEX Accelerator

Friday, May 31, 2024

Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, KY 40507

**SUBJECT: Support Letter for the Women's Business Center of Kentucky**

I am writing on behalf of the Kentucky APEX Accelerator (formerly KYPTAC), a federally funded grant hosted by Kentucky Science and Technology Corporation (KSTC), to express our support for the Women's Business Center of Kentucky (WBC) in their funding application to the city of Lexington.

Through this funding, WBC aims to provide a business coach to support women and minority-owned businesses in Lexington through initiatives such as Strong Women Strong Coffee, Women in Business Expo, Empowering Excellence Panel, and 1:1 coaching. These efforts are crucial for fostering our region's diverse and robust business community.

The KY APEX Accelerator serves as the primary resource for government contracting assistance in Kentucky. Its goal is to enhance the state's economic engine by aiding companies in their endeavors to provide products and services to federal, state, and local governments. We offer resources through counseling and coaching to help businesses, particularly those facing socio-economic barriers, navigate the public marketplace.

We anticipate that we can assist WBC in one or more of the following ways:

- Identification and referral of qualified businesses.
- Assisting with readiness for government contracting and subcontracting.
- Supporting events such as small business certifications and industry days to provide small businesses with access to resources.
- Offering training on best practices to small businesses.

We look forward to collaborating with the Women's Business Center of Kentucky to employ sustainable best practices for supporting disadvantaged businesses in Lexington and beyond.

Sincerely,

Nancy Brown  
Executive Director  
The Kentucky APEX Accelerator

To whom it may concern,

As an entrepreneur, an advocate, and community development service provider, it is my pleasure to provide support for the addition of a business coach to support WBC activities in Lexington and across the Commonwealth. After assisting with and experiencing a WBC Expo in London this year, it is clear to me that this is a vital support service to our communities.

At the London event, which featured popular WBC sessions like a Strong Women, Strong Coffee hour and an Empowering Excellent Panel, women from across the region gathered to share, encourage, and provide wise counsel to other women in business. Some traveled more than an hour to attend! We received amazing feedback, including gratitude for a place to feel heard, to meet other women with similar goals and challenges, and connect to previously unknown financial and developmental resources. It would be our pleasure to host another session as soon as possible! Partnering with the WBC to provide this Expo made possible what we may lack in infrastructure and resources to provide regionally.

Without events like these (which require extensive coordination and time), these women fall prey to a common limiting belief – that entrepreneurship **must** be solo-preneurship. Business ventures that operate in a silo often fail because they do not receive the support they need. This proposal to add a business coach to support these initiatives is an exciting (and necessary) next step to expand capacity of the WBC to better meet these needs. Thank you for considering this opportunity and investment.



*Jordyne Carmack, PhD*

Executive Director, **Leadership Tri-County**

Co-Chair, **Women in Business Initiative – London-Laurel County Chamber of Commerce**

Owner, **AuthentiLead**



Ziva Voices

Dr. Kinga Mnich  
Founder & Director  
Ziva Voices - HerStory in the Making  
hello@zivavoices  
05/30/2024

Lexington-Fayette Urban County Government

To whom it may concern,

I am writing on behalf of Ziva Voices to express our enthusiastic support for the Women's Business Center of Kentucky (WBC) in their funding application to the city of Lexington. The WBC's initiatives are vital for nurturing a diverse and dynamic business community in our region, and we believe that their efforts will significantly benefit women and minority-owned businesses in Lexington.

Through this funding, the WBC aims to provide a business coach to support local entrepreneurs via various programs such as Strong Women Strong Coffee, the Women in Business Expo, the Empowering Excellence Panel, and 1:1 coaching. These initiatives are designed to empower business owners, foster networking opportunities, and provide essential resources for growth and development.

Our collaboration with the WBC of Kentucky has demonstrated their commitment to these goals:

**Empowering Excellence Panel:**

In March 2024, in honor of Women's History Month and International Women's Day, Ziva Voices partnered with the WBC to implement an immigrant-owned and women-owned business panel at the Lexington Public Library, East Branch. This event featured welcoming remarks by Councilmember Jennifer Reynold and Isabel Taylor with Global Lex. The panel provided a valuable platform for entrepreneurs to connect with local business resource providers, fostering a supportive and collaborative community.

**Women in Business Expo:**

In November 2023, we attended the Women in Business Expo in Louisville, organized by the WBC. The event featured 12 local, state, and federal business resource providers in the exhibit hall, offering business owners access to crucial support and information. Additionally, the WBC hosted a pitch competition, which resulted in \$7,500 in sponsorship funds for three women-owned businesses. This initiative not only provided financial support but also recognition and encouragement for these entrepreneurs.

We look forward to continuing our collaboration with the Women's Business Center of Kentucky to further support and empower women and minority-owned businesses in Lexington. Their work is instrumental in creating a thriving, inclusive business environment that benefits our entire community.

zivavoices.com



Ziva Voices

Thank you for considering their application for funding. We are confident that with your support, the WBC will continue to significantly impact the Lexington business community.

Sincerely,

Dr. Kinga Mnich  
Founder & Director  
Ziva Voices - HerStory in the Making

**ANNUAL REPORT**

**20**

**A YEAR OF  
GROWTH & PROSPERITY**

**23**



**Women's Business Center  
OF KENTUCKY**

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# Building a Legacy, Embracing the Future

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Welcome to our Annual Report, a showcase of our achievements, progress, and commitment to excellence throughout the year.

# Leading with Vision, Inspiring Success

*Dear Valued Partners and Stakeholders,*

I am delighted to present the Annual Report for the Women's Business Center of Kentucky for the year 2023. This report encapsulates the remarkable journey and achievements of our center as we continue to empower and uplift women entrepreneurs throughout the Commonwealth. None of this would be possible without the steadfast support of our community, sponsors, and dedicated team.

It has been a year of celebrating the legacy of Phyllis Alcorn who retired in March after 6 years spent as the Director of the WBC of Kentucky. In her retirement announcement, Phyllis shared, "the most important thing is the client. Our goal is to make sure that the client is equipped with all the tools, knowledge and information that they need to succeed in business."

I had the opportunity to become the Director in April of this past year. As the Director of the WBC of Kentucky, I extend my heartfelt gratitude to each of you for your unwavering support throughout our time of transitions in 2023. Your commitment to our mission has been the driving force behind our success, and we are immensely grateful for your contributions as champions for the WBC of Kentucky.

As we reflect on the accomplishments of the Women's Business Center of Kentucky throughout 2023, it brings me immense pride to share our journey of empowerment, growth, and community impact. Together, we are fostering a dynamic ecosystem that celebrates and supports women-owned businesses.

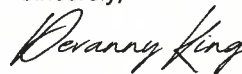
Our programs, from personalized 1:1 advising to educational training sessions and impactful events, have continued to be catalysts for success. The stories of triumph and perseverance we've witnessed this year are a testament to the strength and determination of the women entrepreneurs we serve.

The partnerships we've cultivated have played a pivotal role in our success. I want to express my sincere appreciation to every sponsor, collaborator, and supporter who has played a crucial role in furthering our mission. Your belief in our vision has propelled us forward, allowing us to make a meaningful difference in the lives of women business owners and their local economies.

In the coming year, we aspire to build on this momentum. Our commitment to fostering growth, providing strategic guidance, and creating opportunities for connection remains steadfast. We look forward to expanding our impact, reaching new milestones, and continuing to be a beacon of support for women entrepreneurs in Kentucky.

As we turn the page to 2024, I invite you to join us in this exciting chapter of growth and empowerment. Together, we will continue to shape a future where women entrepreneurs thrive and lead.

Sincerely,



**Devanny King** Executive Director

# Celebrating Breakthroughs, Inspiring Progress

↑ **330**

Unique Clients Served

↑ **64%**

Above goal of 220

↑ **54**

Business starts

↑ **54%**

Above goal of 35

↑ **52**

Entrepreneurs accessing capital

↑ **108%**

Above goal of 25

↑ **12**

Strong Women Strong Coffee events

↑ **3**

Women In Business Expos

**4.97** ★

Event Rating  
Women in Business Expo  
*Average out of 5 stars*

# Celebrating Breakthroughs, Inspiring Progress

## *Key Achievements*

The actions that influenced the results for each measured category were our consistent efforts in providing virtual services, both 1:1 counseling and our business builder workshop. Unique outreach strategies in various regions of Kentucky also led to increased WBC services rendered.

For the first time since the Pandemic, we resumed our in-person 4th Friday coffee roundtable meeting in Louisville – the first since March 2020. We averaged around 15 entrepreneurs at each event.

In addition, we hosted Women's expos in cities that had never historically been an event location. These expos were purposely held in Western Kentucky (Bowling Green and Owensboro) along with established community partners to expand our brand awareness as a trusted technical service provider.

We decided to bring back the WBC Expo to Louisville and adapt to regional needs that included a women-only pitch competition with a total of \$7,500 in cash prizes, an exhibit hall with local resource providers, empowering excellence panel, and an evening event to offset childcare limitations that were formally in place for events taking place during the day.

New this year was our participation in a Galentine's Day event in Louisville, where the WBC was a sponsor. The focus of this event was women business owners selling women related items and goods to women. Woman Owned Wallet was the host. We spoke at a young women's leadership conference, offering tools and advice for starting and growing a business.

The WBC partnered with Truist Bank to host Women's expos in Bowling Green and Owensboro assisting over 60 women in Western Kentucky. To assist women business owners impacted by the natural disasters that hit our state, we made ourselves available and offered our services to aid those affected, including in-person events in Fulton and Mayfield, Kentucky.

WBC Director, Devanny King was the featured keynote speaker for the Small Business Awards that had taken place in Ashland, KY sharing with the Northeast region of the state the services and programs that the WBC offers. She was also the featured keynote speaker for the Campbellsville's Women in Business Luncheon.

# Uniting Talents, Fueling Innovation



# Uniting Talents, Fueling Innovation

## *Partnerships + Collaboration*

WBC of Kentucky continued healthy partnerships with SBA, Community Ventures, SCORE, SBDC, Veterans Business Outreach, PNC Bank and Export Assistance Centers to market its resources.

Additionally, we've created strategic alliances and partnership opportunities with professional networks such as the Mountain Association (Appalachia), Women Leading Kentucky, Woman Owned Wallet, Network of Entrepreneurial Women (NEW), NAWBO, KY APEX Accelerator, Ohio WBC, KY Cabinet for Innovation and Entrepreneurship, Tri-State Minority Business Supplier Council, WBCORV, Louisville Metro Government, Kentucky DEC, Lexington/Fayette Urban County Government, Truist Bank, Louisville Public Library, and others.

These organizations continue to market the WBC by providing clients with information about our resources and making referrals.



# Uniting Talents, Fueling Innovation

## *Community Outreach*

### ***Women In Business Expo***

The WBC of Kentucky orchestrated a dynamic event in Bowling Green on June 21st, featuring workshops on starting a business, social media marketing, and small business finance for 30 attendees. Sponsored by Truist, First Bank, South Central Bank, and CREATE WKU Innovation Campus, the event showcased vendors representing woman-owned, minority-owned, and family-owned businesses. The excitement carried on into the next day in Owensboro for another Women in Business Expo, where 30 attendees engaged in enriching workshops sponsored by Truist Bank, The Party Space Place, and South Central Bank, with vendors highlighting diverse businesses.

A pivotal event in Louisville on November 9, 2023, drew 80 attendees, featuring a panel of prominent women-owned and minority-owned businesses, an exhibit hall with 14+ local resource providers, and the excitement of awarding \$7,500 to the top three pitch finalists. Sponsored by Truist Bank, KY Cabinet of Economic Development, Erigo Inc., SCORE, Ten20 Brewery, and W.O.W Factor Collective, the event showcased vendors and solidified meaningful partnerships, particularly with Community Ventures.

### ***Empowering Excellence Panel***

We created an event to feature a distinguished panel of trailblazing women entrepreneurs who share their journeys, challenges, and triumphs in the business world. Attendees gain valuable insights into building and sustaining successful enterprises, navigating industry landscapes, and championing equitable entrepreneurship. We launched in Georgetown followed by Louisville with the intention to host this series across Kentucky in years to come.

### ***Strong Women Strong Coffee***

The WBC of Kentucky reinstated our Strong Women Strong Coffee signature event in Louisville after being on pause since March of 2020. This event is designed to bring together local businesses in across Kentucky, fostering a strong and supportive community. Featured topics included: becoming a certified WBE/MBE in Louisville, website branding, ways to finance your start-up, break-even analysis, SEO/Google My business training, strategic networking, professional branding, and many more.

# Uniting Talents, Fueling Innovation

*Pinning Progress: Tracing the Transformative Presence of WBC of Kentucky Across Kentucky in 2023.*





# Solid Growth, Sustainable Prosperity



# Solid Growth, Sustainable Prosperity

## *Operational Improvements*

### ***GrowthWheel***

The WBC of Kentucky effectively integrated GrowthWheel into our program, leveraging its versatile framework to provide women entrepreneurs with a comprehensive and customized approach to business development. By utilizing GrowthWheel's 100+ templates/frameworks, WBC of Kentucky empowers entrepreneurs to navigate strategic decisions, set actionable goals, and achieve sustained growth in their businesses. The software also serves as our CRM platform and will release a new LMS in 2024 for online training.

### ***New WBC of Kentucky Logo***

Our new logo was revealed at our Women in Business Expo event by Shirie Hawkins (President of Everything Equity at Community Ventures), Sharron Johnson (SBA, first WBC of Kentucky Director), and Corinne Goble (CEO of the Association of WBCs). The new logo embodies the essence of growth, elevation, resilience, and durability, symbolizing our commitment to nurturing businesses and fostering their enduring success.

### ***Revamped Website***

In addition, the choice was made to revamp the WBC of Kentucky website, featuring seamless navigation and a wealth of valuable resources meticulously curated for a more enhanced experience of the WBC of Kentucky. The website should be live to start 2024.

### ***WBC Center of Excellence Recognition***

We are honored to be recognized for graduating in the inaugural cohort with the National WBC of Excellence program offered by the Association of Women's Business Centers (AWBC) and sponsored by Dutch Bros. The primary objective of the National Women's Business Center of Excellence designation is to recognize organizations that demonstrate commitment and efficacy of the mission, vision, and values of their Women's Business Center thereby achieving the greatest outcomes for women-owned businesses.

### ***Verizon Wireless Small Business Digital Ready***

In partnership with WBC of Kentucky, Verizon Wireless brings online curriculum across the Commonwealth. The [Verizon Small Business Digital Ready](#) online curriculum is designed to give small businesses the tools they need to thrive in today's digital economy, including access to personalized learning plans, coaching from experts and networking opportunities with diverse, industry-specific businesses as well as incentives for business expansion.

# Solid Growth, Sustainable Prosperity

## *Financial Overview*

First and foremost, we extend our deepest gratitude to our sponsors, donors, and grantors who have played a crucial role in sustaining and advancing our mission. The WBC is funded by part by a cooperative agreement with the U.S Small Business Administration and administered by Community Ventures. The financial support from all our stakeholders dramatically plays a critical role in our entrepreneurial economies across Kentucky.

For historical context, the WBC Program has not been re-authorized for over 20 years, since it was originally authorized in 1988; this provides financial challenges for most WBCs across the country as our budget constraints limit our abilities to excel in the modern economy. While modernization is needed and necessary, it is imperative that the WBC of Kentucky seeks current opportunities for financial support to meet the increasing demand of assisting aspiring female entrepreneurs and women-owned businesses.

As valued stewards of the WBC of Kentucky, we invite and encourage each of you to actively seek and champion financial opportunities that will contribute to the growth and sustainability of our vital organization. Your expertise, influence, and commitment are integral in securing the resources needed to empower women entrepreneurs, drive economic impact, and foster innovation in our community.

By actively engaging with potential donors, sponsors, and funding partners, you play a pivotal role in expanding our financial foundation, ensuring the continued success of the programs and initiatives that make a meaningful difference in the lives of women business owners. Your dedication to seeking and securing financial support will amplify our impact, enabling us to reach new heights of service and excellence.

# Empowering Clients, Driving Results



# Empowering Clients, Driving Results



“Working with the WBC of Kentucky has been an incredible experience. Having a coach in your corner to bounce ideas off of, provide you with resources and be a cheerleader for your brand is a game changer. My business would not be where it is today without the WBC. I encourage any woman, no matter the stage of her business, to engage with the WBC.”

**Julia Hayman**  
Banquet & Feast



“The Women’s Business Center of Kentucky is very resourceful and wants to give you information and they opened a lot of doors of opportunity for me.”

**Melanie Day**  
You’ve Got Curls & Hair Loss Center



Gain insights into our strategic direction, growth prospects, and upcoming initiatives as we look towards an exciting future.

# Envisioning Tomorrow, Embracing Opportunities

# Envisioning Tomorrow

## Embracing Opportunities

### *Looking Ahead*

As we reflect on 2023, we look forward with optimism and determination. Our commitment to fostering an inclusive and thriving ecosystem for women-owned businesses remains unwavering. In the coming year, we plan to expand our reach across regions of Kentucky, while maintaining our foundation in Lexington and Louisville.

We plan to train and advise at least of 250 unique clients (start-ups and established businesses); of those, at least 45 will start a new small business and at least 28 will obtain needed capital from public or private sources (including lines of credit, grants, loans, and/or fully amortizing debt).

The WBC of Kentucky is excited to partner again with Truist Bank and host 3 Women in Business Expos: London (March 2024), Morehead (October 2024), and Louisville (November 2024 for the 2nd annual pitch competition). Lexington as a possible 4th location, yet to be determined.

Our Strong Women Strong Coffee event will be hosted monthly in Lexington, Louisville, Owensboro and quarterly in Morehead with planning in the works for similar events in Campbellsville, Bowling Green, and Paducah. With this staple event, we are seeking sponsorship opportunities to strengthen and grow this developmental series.





# Gratitude, Collaboration, and Continued Success





# Gratitude, Collaboration, & Continued Success

---

## *Thank You*

To our advisory board, sponsors, partners, team members, and the entire community, thank you for your unwavering support.

Together, we are building a future where women entrepreneurs in Kentucky can flourish and achieve their dreams.

We appreciate your ongoing commitment to the Women's Business Center of Kentucky and look forward to collectively advancing our mission across the Commonwealth.

Sincerely,








Devanny King

Executive Director, Women's Business Center of Kentucky





# Women's Business Center OF KENTUCKY

-  [www.wbckentucky.org](http://www.wbckentucky.org)
-  859-231-0054
-  [devanny.king@cvky.org](mailto:devanny.king@cvky.org)
-  @wbckentucky
-  1450 Broadway Lexington, KY



RESOLUTION NO. \_\_\_\_\_ - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A PURCHASE OF SERVICE AGREEMENT (PSA) WITH COMMUNITY VENTURES CORPORATION, PURSUANT TO RFP #35-2024, TO ASSIST WITH SMALL BUSINESS OWNER CONNECTIONS AND NETWORKING, ENTREPRENEURIAL DEVELOPMENT/START-UP ASSISTANCE, MINORITY OWNED BUSINESS DEVELOPMENT, AND WOMEN OWNED BUSINESS DEVELOPMENT, AT A COST NOT TO EXCEED THE SUM OF \$63,220.17.

---

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 Community Ventures Corporation, pursuant to RFP #35-2024, to assist with small business owner connections and networking, entrepreneurial development/start-up assistance, minority owned business development, and women owned business development.

Section 2 – That an amount, not to exceed the sum of \$63,220.17, be and hereby is approved for payment to Community Ventures Corporation, from account #1101-900204-71101, 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

0585-25:TAH:4922-9658-4527, v. 1

RESOLUTION NO. 313 - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A PURCHASE OF SERVICE AGREEMENT (PSA) WITH COMMUNITY VENTURES CORPORATION, PURSUANT TO RFP #35-2024, TO ASSIST WITH SMALL BUSINESS OWNER CONNECTIONS AND NETWORKING, ENTREPRENEURIAL DEVELOPMENT/START-UP ASSISTANCE, MINORITY OWNED BUSINESS DEVELOPMENT, AND WOMEN OWNED BUSINESS DEVELOPMENT, AT A COST NOT TO EXCEED THE SUM OF \$63,220.17.

---

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 Community Ventures Corporation, pursuant to RFP #35-2024, to assist with small business owner connections and networking, entrepreneurial development/start-up assistance, minority owned business development, and women owned business development.

Section 2 – That an amount, not to exceed the sum of \$63,220.17, be and hereby is approved for payment to Community Ventures Corporation, from account #1101-900204-71101, 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: July 1, 2025

*Linda Gorton*

---

MAYOR

ATTEST:

*[Signature]*  
 CLERK OF URBAN COUNTY COUNCIL

0585-25:TAH:4922-9658-4527, v. 1

**PURCHASE OF SERVICE AGREEMENT**

THIS PURCHASE OF SERVICE AGREEMENT, made and entered into on the 2 day of July 2025, 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 **COMMUNITY VENTURES CORPORATION**, a Kentucky corporation, ("Organization") with offices located at 1450 North Broadway, Lexington, Kentucky 40505, with an effective date of July 1, 2025.

**WITNESSETH**

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
- D. Exhibit "D" – RFP #35-2024
- E. 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, 2025, 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 one (1) additional term of one (1) year, 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 Sixty-Three Thousand and Two Hundred and Twenty Dollars and 17/100 Cents (\$63,220.17) ("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. The Funds shall be subject to and contingent upon the final approval by the Urban County Council of the Lexington-Fayette Urban County Government's Fiscal Year 2026 budget. 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 (1/4<sup>th</sup>) 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, accounting statement, and invoice shall lapse.

5. 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.

6. 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.

7. 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).

8. 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 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.

9. 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.

10. By no later than the tenth (10<sup>th</sup>) of the month following the end of each quarter (e.g.: Friday, October 10, 2025; Saturday, January 10, 2026; Friday, April 10, 2026; and Friday, July 10, 2026), 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 May 31, 2026, 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.

11. 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.

12. 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. Upon notification of any such requirement for

membership, this Agreement and Organization's services to Government shall automatically become void.

13. 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. 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.

14. 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, 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 Organization, or to constitute Organization an agent of the Government.

15. 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.

16. 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.

17. 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.

18. 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.

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

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

21. 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.

22. 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.

23. 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.

24. 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.

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

For Organization:

Community Ventures Corporation  
1450 North Broadway  
Lexington, Kentucky 40505  
Att: Brian Hutchinson, Chief Development 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  
Abigail Allan, Clerk of the Urban County Council  
Deputy

COMMUNITY VENTURES CORPORATION  
BY: John P. Watz  
JOHN WATZ, CHAIR

ATTEST: Lisa M. Hart  
WITNESS: Lisa M. Hart  
DATE: 5/21/2025

## **EXHIBIT "A"**

Lexington/Fayette Urban County Government  
Addendum for Services  
Community Ventures Corporation

### **SCOPE OF WORK – SMALL BUSINESS OWNER CONNECTION AND NETWORKING/ ENTREPRENEURIAL DEVELOPMENT AND START-UP ASSISTANCE/MINORITY OWNED BUSINESS DEVELOPMENT/WOMEN OWNED BUSINESS DEVELOPMENT**

#### **Local Contribution:**

Community Ventures Corporation 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 (Community Ventures Corporation response to LFUCG RFP #35-2024) of this Agreement, which include, but are not limited to:

#### **SMALL BUSINESS OWNER CONNECTIONS AND NETWORKING**

- 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.
- 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.
- An annual report will be submitted to the Chief Development Officer and Director of Business Engagement by May 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.

#### **ENTREPRENEURIAL DEVELOPMENT/START UP ASSISTANCE**

- Assist Lexington-Fayette County entrepreneurs and business owners with identification of financing options and possible sources for investment capital.
- 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.
- Assist entrepreneurs with educational assistance training programs related to starting, running, and operating a business.
- Assist Lexington leaders and the business community by identifying ways to reduce barriers to entrepreneurship.
- Host events and other programs to provide connections to other businesses in the community that may provide opportunity for growth in their operations.

- 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 May 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.

#### **MINORITY OWNED BUSINESS DEVELOPMENT**

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

#### **WOMEN OWNED BUSINESS DEVELOPMENT**

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

## EXHIBIT "B"

Lexington/Fayette Urban County Government  
 Addendum for Services  
 Community Ventures Corporation

### COMMUNITY VENTURES QUARTERLY QUESTIONNAIRE

#### 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

### SMALL BUSINESS OWNER CONNECTIONS AND NETWORKING

Number of small business owner collaboration events held this quarter for Lexington businesses:

Total attendance of all small business owner collaboration events held this quarter for Lexington businesses:

Average attendance of all small business owner collaboration events held this quarter for Lexington businesses:

### ENTREPRENEURIAL DEVELOPMENT & STARTUP ASSISTANCE

Number of Lexington entrepreneurs and business owners assisted during the quarter:

Number of Lexington entrepreneurs and business owners assisted with identification of financing options or investment capital during the quarter:

Number of Lexington entrepreneurs and business owners connected with the Small Business Administration (SBA) during the quarter:

Number of entrepreneurial training programs related to starting, running and operating a business held for Lexington entrepreneurs and business owners during the quarter:

Number of workshops and seminars hosted related to business planning, marketing strategies or financial management during the quarter:

Number of programs to provide connections to other businesses in the community to provide Lexington small businesses the opportunity for growth in operations:

#### MINORITY BUSINESS DEVELOPMENT

Number of Lexington minority owned businesses assisted during the quarter:

Number of Lexington minority owned businesses assisted with identification of financing options or investment capital during the quarter:

Number of minority owned business events hosted to provide connections to other businesses in the community to provide Lexington minority owned businesses the opportunity for growth during the quarter:

Number of educational assistance training programs related to starting, running and operating a minority owned business held for Lexington minority business owners during the quarter:

Number of programs to provide connections to other businesses in the community to provide Lexington small businesses the opportunity for growth in operations:

Number of new minority owned businesses introduced to the LFUCG Minority Business Enterprise Liaison during the quarter:

#### WOMEN OWNED BUSINESS DEVELOPMENT

Number of Lexington women business owners assisted during the quarter:

Number of Lexington women business owners assisted with identification of financing options or investment capital during the quarter:

Number of Lexington women business owner events hosted to provide connection to other businesses in the community and provide women owned businesses the opportunity for growth during the quarter:

Number of educational assistance training programs related to starting, running and operating a business held for Lexington entrepreneurs and business owners during the quarter:

Number of programs to provide connections to other businesses in the community to provide Lexington small businesses the opportunity for growth in operations:

Number of women business owners introduced to the LFUCG Minority Business Enterprise Liaison during the quarter:

One-on-One Lexington business counseling sessions during the quarter (Goal 45 per month):

Number of Lexington clients who received assistance in business counseling sessions during the quarter (Goal 175 owners/aspiring owners):

Funding secured by Lexington clients during the quarter (Goal \$500,000 annually)

New Lexington businesses started by clients during the quarter (Goal of 25 annually):

Monthly Business Builder Workshops for Lexington businesses held during the quarter (Goal 12 annually)

Women Strong Coffee events held during the quarter:

Average Lexington monthly attendance (Goal 30):

Total Lexington annual attendance (Goal 360):

Women in Business Expo Lexington attendance (Goal 150):

Empowering Excellence Panel Lexington attendance (Goal 45):

## EXHIBIT "C"

Lexington/Fayette Urban County Government  
Addendum for Services  
Community Ventures Corporation

### COMMUNITY VENTURES ANNUAL QUESTIONNAIRE

**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

### SMALL BUSINESS OWNER CONNECTIONS AND NETWORKING

(July 1, 2025 – June 30, 2026)

Number of small business owner collaboration events held during the year for Lexington businesses:

Total attendance of all small business owner collaboration events held during the year for Lexington businesses:

Average attendance of all small business owner collaboration events held during the year for Lexington businesses:

### ENTREPRENEURIAL DEVELOPMENT & STARTUP ASSISTANCE

(July 1, 2025 – June 30, 2026)

Number of Lexington entrepreneurs and business owners assisted during the year:

Number of Lexington entrepreneurs and business owners assisted with identification of financing options or investment capital during the year:

Number of Lexington entrepreneurs and business owners connected with the Small Business Administration (SBA) during the year:

Number of entrepreneurial training programs related to starting, running and operating a business held for Lexington entrepreneurs and business owners during the year:

Number of workshops and seminars hosted related to business planning, marketing strategies or financial management during the year:

Number of programs to provide connections to other businesses in the community to provide Lexington small businesses the opportunity for growth in operations during the year:

#### **MINORITY BUSINESS DEVELOPMENT**

**(July 1, 2025 – June 30, 2026)**

Number of Lexington minority owned businesses assisted during the year:

Number of Lexington minority owned businesses assisted with identification of financing options or investment capital during the year:

Number of minority owned business events hosted to provide connections to other businesses in the community to provide Lexington minority owned businesses the opportunity for growth during the year:

Number of educational assistance training programs related to starting, running and operating a minority owned business held for Lexington minority business owners during the year:

Number of programs to provide connections to other businesses in the community to provide Lexington small businesses the opportunity for growth in operations during the year:

Number of new minority owned businesses introduced to the LFUCG Minority Business Enterprise Liaison during the year:

#### **WOMEN OWNED BUSINESS DEVELOPMENT**

**(July 1, 2025 – June 30, 2026)**

Number of Lexington women business owners assisted during the year:

Number of Lexington women business owners assisted with identification of financing options or investment capital during the year:

Number of Lexington women business owner events hosted to provide connection to other businesses in the community and provide women owned businesses the opportunity for growth during the year:

Number of educational assistance training programs related to starting, running and operating a business held for Lexington entrepreneurs and business owners during the year:

Number of programs to provide connections to other businesses in the community to provide Lexington small businesses the opportunity for growth in operations during the year:

Number of women business owners introduced to the LFUCG Minority Business Enterprise Liaison during the year:

#### **YEARLY EVENT REPORT**

**(July 1, 2025 – June 30, 2026)**

One-on-One Lexington business counseling sessions during the year (Goal 45 per month):



Number of Lexington clients who received assistance in business counseling sessions during the quarter (Goal 175 owners/aspiring owners):

Funding secured by Lexington clients during the quarter (Goal \$500,000 annually)

New Lexington businesses started by clients during the quarter (Goal of 25 annually):

Monthly Business Builder Workshops for Lexington businesses held during the quarter (Goal 12 annually)

Women Strong Coffee events held during the quarter:

Average Lexington monthly attendance (Goal 30):

Total Lexington annual attendance (Goal 360):

Women in Business Expo Lexington attendance (Goal 150):

Empowering Excellence Panel Lexington attendance (Goal 45):

**EXHIBIT "D"**

Lexington/Fayette Urban County Government  
Addendum for Services  
Community Ventures Corporation

**RFP #35-2024**



# Lexington-Fayette Urban County Government

## Request for Proposals

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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.

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Signature

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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
<b>Administrators</b>																	
<b>Professionals</b>																	
<b>Superintendents</b>																	
<b>Supervisors</b>																	
<b>Foremen</b>																	
<b>Technicians</b>																	
<b>Protective</b>																	
<b>Para-</b>																	
<b>Office/Clerical</b>																	
<b>Skilled Craft</b>																	
<b>Service/Maintena</b>																	
<b>Total:</b>																	

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](mailto: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 MWDBE 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 MWDBE 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](mailto: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>)

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

<b>Company Name</b>	<b>Contact Person</b>
<b>Address/Phone/Email</b>	<b>Bid Package / Bid Date</b>

MWDBE Company Address	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** \_\_\_\_\_

<b>Project Name/ Contract #</b>	<b>Work Period/ From:</b> _____ <b>To:</b> _____
<b>Company Name:</b>	<b>Address:</b>
<b>Federal Tax ID:</b>	<b>Contact Person:</b>

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 MWDBE 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 MWDBE 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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Representative

\_\_\_\_\_  
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, safety 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:

<b><u>Coverage</u></b>	<b><u>Limits</u></b>
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.



# 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 10<sup>th</sup> 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](http://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 31<sup>st</sup> 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 31<sup>st</sup> 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  
Community Ventures Corporation

**COMMUNITY VENTURES CORPORATION  
RFP #235-2024 RESPONSE  
WORK PLAN**

4907-7528-9664, v. 1



**Introduction:**

Community Ventures Corporation, administering services through the Women’s Business Center of Kentucky is pleased to submit this comprehensive budget proposal in response to the RFP for Economic Development Partnership Services issued by LFUCG. Our proposal aims to address the economic development needs of Lexington-Fayette County through targeted strategies and initiatives.

Community Ventures helps people own homes and start businesses because we believe in the power of dreams. Whether it’s affordable financing, education, or neighborhood revitalization, our areas of focus dramatically improve the quality of life for Kentuckians.

Since 1982, Community Ventures has evolved in capacity and knowledge, but our mission has remained the same – to strengthen our communities by empowering individuals. We are committed to creating positive impact through individualized financial counseling, large scale neighborhood revitalization, and everything in between.

Vibrant communities start with people. Community Ventures equips our clients with knowledge and skills they can use for the rest of their lives, creating positive impact for generations to come.

The Women's Business Center of Kentucky is more than a resource hub; we are the driving force behind the entrepreneurial journey for Kentucky’s women’s business owners. Our center is a dynamic and inclusive space where women from diverse backgrounds come together to turn their business dreams into reality.

Established in 2011, the [Women's Business Center](#) of Kentucky helps women entrepreneurs, especially those who are economically or socially disadvantaged, start and grow businesses in the state of Kentucky. The WBC of Kentucky is one of over 155 Women’s Business Centers across the country that provides technical assistance to help women start and grow their small business.

WBC of Kentucky is funded in part by a cooperative agreement by the U.S. Small Business Administration and is administered by Community Ventures. WBC of Kentucky is headquartered in Lexington and services all 120 counties in the Commonwealth of Kentucky. In 2023, the WBC of Kentucky was recognized nationally as a Center of Excellence by the Association of Women's Business Centers.

**Objectives:** The key objectives of this project are as follows:





## community ventures

Your Dream. Our Mission.

- Nurturing entrepreneurial talent in Lexington, specifically women-owned and minority-owned businesses and aspiring entrepreneurs.
- Support the establishment and growth of small businesses in Lexington areas through training, business coaching, and access to finance.
- Foster collaboration and networking among entrepreneurs, industry experts, and local stakeholders to facilitate knowledge sharing and market linkages.
- Promote sustainable business practices and innovation to enhance the competitiveness of local business.
- Measure the impact of the project through key performance indicators such as successful business starts, job creation, revenue growth, and overall economic development.
  
- **Entrepreneurial Capacity Building:**
  - Conduct entrepreneurship training programs to equip individuals with the necessary skills and knowledge to start and manage a business.
  - Organize workshops and seminars on business planning, marketing strategies, financial management, and other relevant topics.
  - Provide business counseling opportunities to aspiring entrepreneurs, connecting them with certified business coaches who can offer guidance and support.
  
- **Access to Finance:**
  - Establish partnerships with financial institutions to develop tailored financial products and services for aspiring or seasoned entrepreneurs.
  - Facilitate access to microfinance, loans, grants, and other funding options to support business startup and expansion.
  - Offer financial literacy training to entrepreneurs to enhance their financial management skills and understanding of financial instruments.
  
- **Networking:**
  - Foster collaboration among entrepreneurs through networking events, business forums, and industry-specific clusters.
  - Facilitate connections between entrepreneurs and other supporting business resources organizations at a local, state, federal, and global levels.
  
- **Ongoing Support:**





**community ventures**

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- Collaborate with government agencies and local authorities to create an enabling environment for entrepreneurship, such as simplifying business registration procedures and reducing bureaucratic hurdles.
- Provide ongoing support and guidance to entrepreneurs in navigating regulatory frameworks and compliance requirements.

In this proposal, the WBC of Kentucky will specifically address the following service categories:

- (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;

*Assist Lexington-Fayette County entrepreneurs and business owners with training, guidance, and access to resources during their business start-up process.*

**One-on-One Confidential Business Counseling:**

Description: Provide personalized counseling sessions where entrepreneurs can meet with certified business advisors to discuss their specific needs and explore suitable start-up options. This could include help with preparing loan applications, business plans, business feasibility, market research, and financial projections. Counseling to be conducted face to face, by telephone, or virtual option tailored to the need of the individual.

Outcome: Entrepreneurs receive tailored guidance and support that enhances their business acumen, increases their chances of securing funding, and improves their overall business planning and execution. As a result, there is an increase in successful business launches and growth in the local economy. Fee: \$0

**KPIs:**

- **Number of Counseling Sessions Provided:** Track the total number of one-on-one counseling sessions conducted each month.
  - WBC of Kentucky to conduct 45 counseling sessions each month.
- **Client Satisfaction Rate:** Measure client satisfaction through post-counseling surveys
  - Aiming for a satisfaction rate of 90% or higher.







## community ventures

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- **Clients Served:** Record the number of clients who received assistance in the form of business counseling sessions.
  - WBC of Kentucky to provide counseling to 175 business owners/aspiring entrepreneurs.
- **Funding Secured:** Track the total amount of funding secured by clients who received counseling.
  - Aiming for at least \$500,000 in aggregate funding annually.
- **New Business Start-Ups:** Monitor the number of new businesses started by clients who received counseling.
  - With a target of at least 25 new businesses launched per year.

*Assist entrepreneurs with educational assistance training programs related to starting, running, and operating a business.*

### **Business Builder Workshop:**

**Description:** Conduct a monthly Business Builder Workshop, a 6-part intensive training program covering essential topics such as business planning, marketing, financial management, legal considerations, and operational strategies. Include hands-on activities, additional on-demand training, and expert guest speakers. This training to be held in person at a partnered venue and offered as a hybrid option to eliminate barriers of attendance. Monthly time offerings will rotate in order to adjust to the needs of the participants (i.e childcare restrictions, full-time job limitations, and other logistics hurdles). Fee: \$60 with scholarships available

**Outcome:** Participants gain comprehensive knowledge and practical skills needed to start and run a successful business.

### **KPIs:**

- **Number of Workshops Conducted:**
  - 12 workshops annually.
- **Participant Enrollment:**
  - An average of 8 entrepreneurs enrolled in each workshop.
- **Participant Satisfaction Rate:**
  - 90% or higher satisfaction rate
- **Knowledge Improvement:** Percentage of participants who report increased knowledge in business topics post-workshop.





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- 95% knowledge improvement rate
- Guest Speaker Ratings: Average rating of guest speakers by workshop participants.
  - 4.5 out of 5 or higher
- Follow-Up Business Launches: Number of participants who start their business within six months post-workshop.
  - 3 businesses per workshop.

#### **WBC of Kentucky Online Learning Platform:**

Description: Develop an online learning platform offering courses and webinars on various business topics. Include modules on starting a business, financial literacy, digital marketing, and scaling operations.

Outcome: Entrepreneurs have access to flexible, self-paced learning opportunities that can fit their schedules. Fee: \$0

*Host events and other programs to provide connections to other businesses in the community that may provide opportunity for growth in their operations.*

#### **Strong Women Strong Coffee**

Description: Organize monthly trainings/panel discussions focused on relevant business topics for the start-up community. This serves as a free and community event for Lexington business owners, community leaders, as well as aspiring entrepreneurs. The WBC of Kentucky will invite subject-matter experts to discuss the given topic intended to foster a successful venture start and sustainable growth model. Expert speakers will reflect our audience, meaning, we will purposefully invite female, minority, local, and community-minded speakers. Quarterly surveys are provided to previous attendees to garner requested topics needed for the Lexington-Fayette community and for the WBC to make ongoing improvements. Fee: \$0

Outcome: Entrepreneurs gain a clear understanding of available resources to start, expand or fund their business endeavors.

KPIs:

- Average of 30 attendees per monthly event
- Total Annual Attendance of 360 individuals
- Event satisfaction rate from attendees to be 90% or higher





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- **Featured Speakers:**
  - **Target:** Feature local subject-matter experts in the topics of:
    - Financial literacy
    - Capital acquisition
    - Website development
    - Revenue growth
    - Marketing plan creation
    - Financial projections and fiscal health analysis
    - Social media marketing
    - Business plan creation (startup, existing, pre-and post-funding)
    - Onboarding and retaining employees
    - Bookkeeping
    - Product and service pivoting
    - Procurement management
    - Credit counseling and repair
    - Other topics as needed

### **Women in Business Expo**

**Description:** The Women in Business Expo is an annual event organized by the Women's Business Center of Kentucky (WBC) to showcase the achievements of women entrepreneurs in Lexington-Fayette County. The Expo provides a platform for start-up or seasoned women-owned businesses to network and access adequate business training. The event includes keynote speeches, panel discussions, workshops, and networking sessions designed to inspire and equip women entrepreneurs with the knowledge and connections needed to grow their businesses.

**Outcome:** The Women in Business Expo aims to enhance the visibility and growth of women-owned businesses in the community. By providing a comprehensive platform for exposure and networking, the Expo seeks to foster new business opportunities, facilitate strategic partnerships, and empower women entrepreneurs with the tools and inspiration to scale their ventures. Fee: \$25

**KPIs:**

- **Participant Attendance:**
  - **Target:** Attract at least 150 attendees to the Expo in 2025
- **Exhibitor Participation:**





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- Target: Feature 20 local, state, and federal resource providers including, but not limited to: LFUCG, Lexington Chamber, SBA, Kentucky SBDC, SCORE, KY APEX Accelerator, Kentucky Cabinet for Economic Development, University of Kentucky, Kentucky Finance Cabinet, and other business resource organizations.
- Workshops and Sessions:
  - Target: Conduct 4 workshops and 1 panel discussion during the Expo.
  - Workshop topics to address common business barriers or requested topics such as: access to capital, successfully launching a business, and strategies to scale a business venture.
- Satisfaction Rate: Post-event surveys assessing overall satisfaction with the event.
  - Target: Achieve a 90% satisfaction rate among attendees and exhibitors.

### Empowering Excellence Panel

**Description:** The Empowering Excellence Panel is a signature event hosted by the Women's Business Center of Kentucky that brings together accomplished women leaders from various industries to share their insights, experiences, and strategies for success. This panel discussion aims to inspire and empower women entrepreneurs and business owners in Lexington-Fayette County by providing them with valuable knowledge, mentorship, and networking opportunities. The event features a moderated discussion followed by an interactive Q&A session, and opportunities for one-on-one engagement with the panelists. The WBC of Kentucky invites business owners who often are not asked to participate in other community events. For example, for International Women's Day the WBC features a panel of local immigrant-owned businesses to discuss their entrepreneurial journey. Another model would feature local minority-owned businesses and how they utilize their MBE certifications for their business ventures.

**Outcome:** The Empowering Excellence Panel seeks to elevate the professional growth and leadership skills of women entrepreneurs. By providing direct access to role models and industry experts, the panel aims to foster a supportive community, inspire attendees to pursue excellence in their ventures, and equip them with actionable insights to overcome business challenges. Fee: \$0

#### KPIs:

- Attendance:
  - Target: Attract at least 45 participants to the event annually.
- Panelist Diversity:
  - Target: Include a diverse group of at least 4 accomplished women leaders from different industries and walks of life.





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- **Event Partnership:**
  - Target: partner with local business resource providers and programs to introduce opportunities to attendees for further engagement; examples include: Lexington Public Library, Kentucky SBDC, SBA, Community Ventures, LFUCG, Women Leading Kentucky, and other organizations with an aligned mission to the WBC of Kentucky.
- **Satisfaction Rate:**
  - Target: Achieve a 90% satisfaction rate among attendees.

*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.*

#### **Comprehensive Annual Report Preparation**

**Description:** Compile a detailed annual report by March 31 each year, summarizing all activities, events, and programs conducted. Include metrics such as the number of entrepreneurs assisted, financing secured, created and sustained jobs, generated revenue, educational programs held, and feedback from participants. Highlight success stories and provide analysis of the impact on the local economy.

**Outcome:** A thorough report provides transparency, accountability, and valuable insights for the Director of Business Engagement and the Lexington Economic Development Investment Board.

*Assist Lexington leaders and the business community by identifying ways to reduce barriers to entrepreneurship.*

#### **Annual Barriers to Entrepreneurship Survey**

**Description:** Conduct an annual survey of local entrepreneurs to identify common barriers they face, such as access to capital, regulatory challenges, or lack of mentorship. Compile and analyze the data to create a report with actionable recommendations.

**Outcome:** Data-driven insights inform local leaders and policymakers on necessary changes to support entrepreneurship.





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**Budget:**

The WBC currently receives \$150,000 in funding through a grant from the Small Business Administration (SBA), which is then matched and administered by Community Ventures at a 1:1 dollar match. This grant supports various operational costs, including staff salaries, program development, and administrative expenses. The following budget proposal details how additional funding will enhance and expand our program offerings beyond what the SBA grant covers.

Category	Description	Amount	Funding Source	Comments
<b>Operational Costs</b>				
Salaries and Benefits	Staff salaries and benefits	\$150,000	SBA Grant & Community Ventures	
Office Rent and Utilities	Office space and utility expenses	\$2,500	SBA Grant & Community Ventures	
Administrative Expenses	General administrative costs	\$45,000	SBA Grant & Community Ventures	30% of Total Cost
<b>Total Operational Costs</b>		<b>\$197,500</b>		
<b>Program Costs</b>				
<b>Women in Business Expo</b>		<b>\$7,500</b>		
Venue Rental	Rental of venue for the event	\$2,000	Sponsor/In-kind	
Marketing and Promotion	Advertising and promotional activities	\$150	Sponsor/In-kind	
Speaker Fees and Travel	Compensation and travel for speakers	\$2,000	Sponsor/In-kind	
Catering	Food and beverage services	\$3,000	Sponsor/In-kind	
Materials and Supplies	Event materials and supplies	\$350	Sponsor/In-kind	
<b>Empowering Excellence Panel</b>		<b>\$1,650</b>		
Venue Rental	Rental of venue for the panel	\$1,000	Sponsor/In-kind	
Marketing and Promotion	Advertising and promotional activities	\$50	Sponsor/In-kind	





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Category	Description	Amount	Funding Source	Comments
Speaker Fees and Travel	Compensation and travel for speakers	\$0	Sponsor/In-kind	
Catering	Food and beverage services	\$500	Sponsor/In-kind	
Materials and Supplies	Event materials and supplies	\$100	Sponsor/In-kind	
<b>Monthly Strong Women Strong Coffee Events (annualized)</b>		<b>\$8,100</b>		
Venue and Refreshments	Venue and food costs per event (12 total)	\$7,200	Sponsor/In-kind	
Marketing and Promotion	Advertising for each event	\$300		
Materials and Supplies	Supplies for each event	\$600	Sponsor/In-kind	
<b>Business Coaching and Training Programs</b>		<b>\$81,600</b>		
Certified Business Advisor	Compensation for advisor	\$75,600	Lexington Economic Partnership	
Training Materials, Equipment, and Resources	Advisor materials, equipment, and resources	\$6,000	SBA Grant & Community Ventures	
<b>Annual Reporting and Evaluation</b>		<b>\$1,536</b>		
Data Collection and Analysis	Gathering and analyzing data via survey platform, jotform	\$348	SBA Grant & Community Ventures	
Data Collection and Analysis	Confidential Client Information in CRM System	\$1,188	SBA Grant & Community Ventures	
<b>Total Program Costs</b>		<b>\$100,386</b>		
<b>Total Budget</b>		<b>\$297,886</b>		

## Business Coaching Budget Outline

Category	Description	Amount	Comments
<b>Compensation</b>			
Business Advisor Salary	Salaries for certified business advisors	\$54,000	Industry Average





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Category	Description	Amount	Comments
Business Advisor Benefits	Health, retirement, and other benefits	\$21,600	Based on 40% fringe rate
<b>Total Compensation</b>		<b>\$75,600</b>	
<b>Equipment</b>			
Office Equipment	Computer and printer	\$1,500	Necessary for business coaching
Software Licenses	Business planning, financial projection, Zoom, and CRM software	\$2,500	Essential tools for coaching
<b>Total Equipment</b>		<b>\$4,000</b>	
<b>Training</b>			
Professional Development	Continuous education for business advisors	\$1,500	Relevant courses and certifications
Local Workshops/Seminars	Attending relevant workshops and seminars in Lexington	\$500	Networking and skill enhancement
<b>Total Training</b>		<b>\$2,000</b>	
<b>Grand Total</b>		<b>\$81,600</b>	

**Justification for Additional Funding:** While the SBA grant provides support for our operational expenses, additional funding is essential to fully implement and enhance our program offerings and to provide a designated business coach to the city of Lexington. The financial support is reflected in the table above at \$75,600; 25.4 % of the overall Lexington budget for the WBC of Kentucky. 74.6% of the overall budget is provided from non-LFUCG funding. This includes expanding outreach efforts, increasing the number of high-impact events, and providing more comprehensive support to women and minority entrepreneurs. Community Ventures has not received funding from LFUCG in the previous two years.

**Expected Outcomes:**

- Increased number of registered entrepreneurs and small businesses;
- Job creation;
- Revenue Growth;
- Enhanced entrepreneurial skills and business acumen within the local community;







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- Strengthened market linkages and access to finance for women-owned businesses;
- Improved overall economic growth and community development.

**Sustainability:** To ensure the long-term sustainability of the project, we will focus on building local capacity and empowering the Lexington community to take ownership of their economic development. This will involve establishing local business networks, fostering entrepreneurship culture, and creating mechanisms for continuous support and mentorship. A dedicated Business Coach for women-owned and minority-owned businesses will communicate the commitment to this focus.

**Conclusion:** The WBC of Kentucky is committed to delivering tangible results in partnership with LFUCG to advance economic development in Lexington-Fayette County. Our comprehensive approach, coupled with clear deliverables and reporting mechanisms, ensures transparency and accountability in achieving shared goals. Promoting entrepreneurship and small business development for marginalized communities is a strategic approach to drive economic growth in Lexington. This project proposal outlines a comprehensive plan that aims to empower aspiring entrepreneurs, facilitate access to finance, foster networking opportunities, and create an enabling environment for women-owned and minority-owned businesses. By implementing this project, we can unlock the potential of women in business and minority-owned businesses leading to sustainable economic development, improved livelihoods, and vibrant communities.

Thank you for considering our budget proposal. We look forward to the opportunity to contribute to the economic prosperity of Lexington-Fayette County.

Sincerely,

*Devanny King*

Executive Director, Women's Business Center of Kentucky at Community Ventures





# Lexington-Fayette Urban County Government

## Request for Proposals

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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 C.F.R. 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 C.F.R. 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 LEUCG.

Brian A. Hetherington

05-31-24

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, Brian Hutchinson, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Brian Hutchinson and he/she is the individual submitting the proposal or is the authorized representative of Community Ventures Corporation 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 Kentucky

COUNTY OF Franklin

The foregoing instrument was subscribed, sworn to and acknowledged before me

by Germaine Stratton Eld on this the 31 day

of May 2024

My Commission expires Feb 27, 2027

Germaine Stratton Eld  
NOTARY PUBLIC, STATE AT LARGE

GERMAINE STRATTON ELD  
Notary Public - State at Large  
Kentucky  
My Commission Expires Feb. 27, 2027  
Notary ID KYNP67774

## 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.

Brian A. Hattelman  
Signature

Community Ventures Corporation  
Name of Business

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Exceptions to this policy may be granted by the Corporation's Board of Directors at the request of the President/CEO.

## Driver's License

Employees whose work requires operation of a motor vehicle must present and maintain a valid driver's license. You will be asked to submit a copy of your driver's license to CV. Any changes in the status of your license must be reported to your supervisor immediately. Failure to do so may result in disciplinary action, including possible dismissal.

## Equal Employment Opportunity

This institution is an equal opportunity provider and employer. This is reflected in all CV practices and policies regarding hiring, training, promotions, transfers, rates of pay, layoff, and other forms of compensation. All matters relating to employment are based upon ability to perform the job, as well as dependability and reliability once hired.

If you wish to file a Civil rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), or at any USDA office, or call (866) 632-9992 to request the form.

Send your completed complaint form or letter by mail to U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at [program.intake@usda.gov](mailto:program.intake@usda.gov).

## Former Employees

Depending on the circumstances, CV may consider a former employee for re-employment. Such applicants are subject to CV's usual pre-employment procedures. To be considered, an applicant must have been in good standing at the time of their previous termination of employment with CV and must have provided the required advance notice of their intention to terminate their employment with CV.

Regardless of the length of your previous employment and length of time since you terminated your employment with CV, your benefits shall accrue as if you

## Fair Housing and Equal Opportunity Policy

Community Ventures Corporation will proactively abide by the provisions of the Civil Rights Act of 1964, the Civil Rights Act of 1968 (Fair Housing Law), as amended, and the following additional laws and/or executive orders:

- ❖ Housing and Urban Development Act of 1968, Section 3, as amended.
- ❖ Rehabilitation Act of 1973, Section 504.
- ❖ Housing and Community Development Act of 1974, Section 109, as amended.
- ❖ Age Discrimination Act of 1975, as amended.
- ❖ Executive Order 11063: Equal Opportunity in Housing.
- ❖ Executive Order 11246: Equal Employment Opportunity.

CVC is committed to maximizing choice within its service area's total housing supply; lessening racial, ethnic and economic concentrations of housing; facilitating desegregation and racially inclusive patterns of occupancy and use of public facilities; and administering federal funding in a manner to affirmatively further fair housing. To ensure that staff is fully aware of CVC's commitment to the above, each law and/or executive order is explained in greater detail below.

### I. Title VI of the Civil Rights Act of 1964

Provides that no person shall be excluded from participation, denied program benefits or subjected to discrimination on the basis of race, color or national origin under any program or activity receiving federal financial assistance.

CVC has and will continue to take a proactive approach to fully implement procedures to eliminate discrimination on the basis of race, color or national origin. In accordance with KRS 344.015, CVC has adopted the following Title VI implementation plan:

*CVC will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by the Regulations of the U.S. Department of Housing and Urban Development, Department of Justice (28 CFR Parts 42 and 50), Kentucky Housing Corporation (KHC), Lexington-Fayette Urban County Government, and any requirements or directives issued pursuant to that Act, to the effect that, no person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which CVC received federal financial assistance.*

### II. Title VIII of the Civil Rights Act of 1968, as amended

Prohibits discrimination in housing on the basis of race, color, religion, sex, national origin, familial status or handicapped status. This law also requires HUD to administer its programs in a manner that affirmatively promotes fair housing.

### **III. Section 3 of the Housing and Urban Development Act of 1968, as amended**

Provides that, to the greatest extent feasible, opportunities for training and employment that arise through HUD-financed projects shall be given to lower income residents of the project area.

Section 3 also provides that contracts awarded in connection with such projects be awarded to: businesses located in the project area or businesses owned, in substantial part, by residents of the project area. (Note: The Housing and Community Development Act of 1980 defined "project area" as the unit of local government or the metropolitan area or the nonmetropolitan county in which the project is located.)

CVC will provide training and employment opportunities for low-income project area residents and when possible will award HOME contracts to businesses located or substantially owned by persons in the project area. To accomplish this, CVC will advertise annually for contractors and/or subcontractors in local newspapers within its service area, and will likewise make reasonable effort to purchase goods and services from local businesses. CVC will maintain records of these efforts in project and/or individual unit files, or purchasing files.

Whenever HUD assistance generates opportunities for employment or contracting, recipients of HUD housing assistance funds must, to the greatest extent feasible, provide these opportunities to low- and very low-income persons and to businesses owned by or employing low- and very low-income persons.

The Section 3 requirements apply to job training, employment, contracting and subcontracting and other economic opportunities arising from assistance provided for construction, reconstruction, conversion or rehabilitation (including lead-based paint hazard reduction and abatement) of housing, other buildings or improvements assisted by housing or community development funds.

Recipients of HOME assistance have minimum project costs limits under which Section 3 requirements do not apply. Section 3 only applies to:

Projects for which HUD's share of project costs exceeds \$200,000;

Contracts and subcontracts awarded on projects for which HUD's share or project cost exceeds \$200,000, and the contract or subcontract exceeds \$100,000 and Recipients whose projects do not fall under Section 3 are nonetheless encouraged to comply with the Section 3 preference requirements.

The business must be able to demonstrate that it can successfully meet the terms and conditions of the proposed contract. In addition, these requirements do not restrict competition to only businesses meeting one of the priorities, nor do they authorize set-asides.

Recipients, contractors and subcontractors should make good faith efforts to hire low income people and/or award contracts and subcontracts according to the priority considerations and preference in a manner similar to the best efforts described above.

### **IV. Section 504 of the Rehabilitation Act of 1973, as amended**

Provides that no otherwise qualified individual shall, solely by reason of his or her handicap, be excluded from participation (including employment), denied program benefits or subjected to discrimination under any program or activity receiving federal funds.

Individuals with disabilities are protected by Section 504. This includes individuals who:

1. Have a physical or mental impairment that substantially limits one or more major life activities.
  - **Physical impairments** include limited vision or hearing, limited mobility (including people who use wheelchairs, canes, or walkers), infectious diseases (including AIDS) and others.
  - **Mental impairments** include mental retardation, organic brain syndrome, emotional or mental illness and specific learning disabilities.
  - **Major life activities** are everyday things such as walking, talking, seeing, hearing, working or caring for oneself.

**OR**

2. Have a record of an impairment, such as a history of a disability or misclassification as having a disability.

**OR**

3. Are regarded as having an impairment. (Someone treats the person as if he/she has an impairment whether or not the person actually does.)

#### **Key Aspects of Section 504**

- **Program accessibility** – Eligible people with disabilities should be able to participate in and benefit from programs receiving federal financial assistance as much as people without disabilities.
- **Physical accessibility** – As much as possible, people with disabilities should be able to enter and use building (homes, apartments, libraries, youth centers, office buildings, etc.) that are assisted by HUD.
- **Most integrated setting** – People with disabilities should not be separated from non-disabled people or put off by themselves, unless there is no other reasonable choice; or special services must be provided to enable the people with disabilities to live independently.
- **Reasonable accommodation** – Agencies operating programs assisted by HUD must make adjustments to allow people with disabilities to enjoy the benefits of the programs, as long as the adjustment is not unduly expensive or burdensome (significant difficulty or expense).
- **Discrimination** – Any action by a recipient that denies a qualified individual with handicaps equal treatment or equal opportunity to benefit from programs or activities receiving federal financial assistance. CVC's president/CEO will designate a staff member to serve as the corporation's 504 Coordinator, Equal Opportunity/Fair Housing officer, and Title VI coordinator.

**Currently, the designated staff person is: Donna Major, President/Homeownership Center, (859) 231-0054**

CVC notifies clients through its marketing efforts (through written statements in printed materials) and again specifically at initial intake that it does not discriminate on the basis of disability. All housing staff who perform client intake will post the Equal Opportunity and Fair

Housing posters prominently in their offices, and said posters will include the name and contact information for the designated 504/EEO/FH/Title VI coordinator.

**V. Section 109 of the Housing and Urban Development Act of 1974, as amended**

Provides that no person shall be excluded from participation (including employment denied program benefits or subjected to discrimination on the basis of race, color, religion, sex or national origin under any program or activity funded in whole or in part under Title I (Community Development) of the Act.

**VI. The Age Discrimination Act of 1975, as amended**

Provides that no person shall be excluded from participation, denied program benefits or subjected to discrimination, on the basis of age under any program or activity receiving federal funds.

**VII. Executive Order 11063**

Provides that no person shall, on the basis of race, color, religion, sex or national origin, be discriminated against in housing (and related facilities) provided with federal assistance and lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the federal government.

**VIII. Executive Order 11246, as amended**

Provides that no person shall be discriminated against, on the basis of race, color, religion, sex or national origin, in any phase of employment during the performance of federal or federally assisted construction contracts in excess of \$10,000.

**Project benefit documentation**

CVC will maintain socioeconomic data to document that populations served with federal funds are being provided the opportunity to participate in programs in a nondiscriminatory manner. CVC will maintain and update this information for each federally-assisted project.

**Employment Records**

CVC will maintain records regarding employment to ensure that hiring procedures and decisions are conducted in a non-discriminatory manner. Staff should reference the corporate policy manual for employees that sets forth personnel policies.

## Grievance Procedure

CVC's grievance procedures are designed to provide due process standards and provide for expedient and prompt resolution of complaints related to any type of discrimination. At present, CVC's programs are designed such that no clients requesting housing assistance are declined. Those whose financial status or credit history will not support near-term (six to eight months) homeownership are referred to CVC's financial fitness, homebuyer education and related classes.

If a client disagrees with staff's determination that s/he is not yet eligible for any homeownership program, the client may appeal that decision to Donna Major, President/Homeownership Center, (859) 231-0054, 1450 N. Broadway, Lexington, KY 40505, or via email [dmajor@cvcky.org](mailto:dmajor@cvcky.org).

Should the client wish to appeal further, appeal may be made to CVC's CEO, Kevin Smith, and, for legal/fair housing complaints, to the Kentucky Human Rights Commission or HUD's Fair Housing/Equal Opportunity office. CVC provides this written grievance policy to clients during the intake process.

## External Parties

To affirmatively further fair housing, CVC will:

- ❖ Include provisions prohibiting discrimination in contracts and subcontracts which are for more than \$10,000.
- ❖ Include provisions requiring Section 3 compliance in contracts and subcontracts.
- ❖ Include contract provisions that promote the use of Women Owned Businesses and Minority Owned Business Enterprises.
- ❖ Promote fair housing by displaying and distributing Fair Housing laws, brochures, poster displays, etc.

**WORKFORCE ANALYSIS FORM**

Name of Organization: Community Ventures Corporation

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		6	2			3	2									9	4
Professionals		11	11			1										12	11
Superintendents																	
Supervisors																	
Foremen																	
Technicians		6	4		2	1	3									7	9
Protective																	
Para-																	
Office/Clerical			2														2
Skilled Craft																	
Service/Maintena																	
<b>Total:</b>		23	19		2	5	5									28	26

Prepared by: Brian Hutchinson, Chief Dev. Officer Date: 05, 31, 24  
 (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](mailto:smiller@lexingtonky.gov)



Firm Submitting Proposal: Community Ventures Corporation

Complete Address: 1450 N. Broadway, Lexington, KY 40505  
Street City Zip

Contact Name: Brian Hutchinson Title: Chief Development Officer

Telephone Number: 859-231-0054 Fax Number: n/a

Email address: bhutchinson@cvky.org

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



**LFUCG MWDBE SUBSTITUTION FORM**

Bid/RFP/Quote Reference # 35-2024

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.  n/a					
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.

Community Ventures Corporation

Company

05-31-24

Date

Brian Hutchinson

Company Representative

Chief Development Officer

Title





**MWDBE QUOTE SUMMARY FORM**  
 Bid/RFP/Quote Reference # 35-2024

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 <u>Community Ventures Corporation</u>	Contact Person <u>Brian Hutchinson</u>
Address/Phone/Email <u>1450 N. Broadway Lexington, KY 40505 859-231-0054    bhutchinson@cvky.org</u>	Bid Package / Bid Date <u>35-2024 ; 05-31-24</u>

MWDBE Company Address	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
<u>n/a</u>								

(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.

Community Ventures Corporation  
 Company  
05-31-24  
 Date

Brian Hutchinson  
 Company Representative  
Chief Development Officer  
 Title

**LFUCG STATEMENT OF GOOD FAITH EFFORTS**Bid/RFP/Quote # 35 - 2024

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 MWDBE's 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).

~~\_\_\_\_\_~~ <sup>n/a</sup> Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE 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 MWDBE 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.

Community Ventures Corporation  
 Company  
 05-31-24  
 Date

Brian Hutchinson  
 Company Representative  
 Chief Development officer  
 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, safety 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.

Brian A. Hultine  
Signature

05-31-24  
Date

## 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, safety 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.

Boris A. Antichin  
Signature

05-31-24  
Date

**RISK MANAGEMENT PROVISIONS  
INSURANCE AND INDEMNIFICATION**

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**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:

<b><u>Coverage</u></b>	<b><u>Limits</u></b>
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.



# 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 10<sup>th</sup> 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](http://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 31<sup>st</sup> 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 31<sup>st</sup> 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



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## **Addendum**

**Required Proposal Contents**





## **Why WBC of Kentucky and Community Ventures are Best Suited for Economic Development Partnership with LFUCG**

### **Proven Track Record of Success**

The Women's Business Center of Kentucky (WBC) and Community Ventures have a well-established history of supporting economic development and entrepreneurial success. Their combined expertise in providing tailored business coaching, educational programs, and financial assistance has significantly contributed to the growth of small businesses in Lexington-Fayette County. This track record demonstrates their capability to manage and execute programs effectively, ensuring positive outcomes for the community.

### **Comprehensive Support Services**

WBC and Community Ventures offer a holistic suite of services that address the multifaceted needs of entrepreneurs, particularly women and minority-owned businesses. These services include:

- **Personalized Business Coaching:** Providing one-on-one counseling sessions to help entrepreneurs with business plans, loan applications, and market research.
- **Educational Workshops:** Conducting regular workshops such as the Business Builder Workshop to equip entrepreneurs with essential skills in business management.
- **Access to Capital:** Assisting businesses in identifying and securing financing options and investment capital.
- **Networking Opportunities:** Hosting events like the Women in Business Expo and the Empowering Excellence Panel to foster connections within the business community.

These comprehensive support services ensure that entrepreneurs receive the necessary resources and guidance at every stage of their business journey.

### **Strong Community Connections**





Both WBC and Community Ventures have deep-rooted connections within the Lexington-Fayette County community. They collaborate closely with local businesses, government agencies, and non-profit organizations to create a supportive ecosystem for entrepreneurs. Their established relationships with the Small Business Administration (SBA) and other financial institutions enable them to effectively link entrepreneurs with critical resources.

#### Focus on Diversity and Inclusion

WBC and Community Ventures are committed to promoting diversity and inclusion within the business community. Their targeted programs for women and minority entrepreneurs help to reduce barriers and create equal opportunities for all. By introducing new minority and women-owned businesses to the LFUCG Minority Business Enterprise Liaison, they actively contribute to a more inclusive economic landscape.

#### Customized and Confidential Services

The WBC's no-cost, confidential, and tailored business coaching ensures that entrepreneurs receive personalized attention that addresses their unique challenges and goals. This customized approach increases the likelihood of business success and sustainability.

#### Alignment with LFUCG Goals

The mission and objectives of WBC and Community Ventures align closely with the goals of the Lexington-Fayette Urban County Government (LFUCG) for economic development. Their focus on entrepreneurial development, minority and women-owned business support, and community engagement dovetails with LFUCG's efforts to foster a vibrant, diverse, and inclusive economy.

#### Measurable Impact and Accountability

Both organizations are committed to transparency and accountability. They provide detailed annual reports outlining their activities and outcomes, ensuring that stakeholders, including the LFUCG, can track progress and assess the impact of their initiatives. This commitment to measurable results fosters trust and demonstrates their effectiveness in driving economic development.





## **Knowledge and Understanding of Lexington-Fayette County and the Lexington-Fayette County Economy**

The Women's Business Center of Kentucky (WBC) and Community Ventures possess a profound understanding of the economic landscape and challenges faced by businesses in Lexington-Fayette County. The 2022 Disparity Study commissioned by the LFUCG highlights significant barriers for minority and women-owned businesses, including limited access to capital and market opportunities. WBC and Community Ventures have a proven track record in addressing these disparities through tailored programs such as business coaching, educational workshops, and networking events. Our strong community ties and data-driven approach ensure that we effectively support underrepresented entrepreneurs, making us the ideal partner to drive economic development and promote equity in the local economy.

According to the 2022 Disparity Study commissioned by the Lexington-Fayette Urban County Government (LFUCG), there are notable disparities in business ownership and opportunities for minority and women-owned businesses. The study highlights several key findings:

### **1. Minority-Owned Business Disparities:**

- Minority-owned businesses face significant barriers in accessing capital and securing contracts.
- There is a lower representation of minority-owned businesses in the marketplace compared to their proportion of the population.

### **2. Women-Owned Business Disparities:**

- Women-owned businesses also experience challenges in gaining equal opportunities for growth and sustainability.
- The study indicates a need for targeted support and resources to help these businesses thrive.

These disparities underscore the need for specialized programs and interventions to support minority and women entrepreneurs in Lexington-Fayette County.





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WBC of Kentucky- Economic Development Partnership Project

Category	Description	Amount	Qualifications
<b>Job Function</b>			
Lexington Business Advisor	Provides 1:1 coaching to women-owned and minority-owned businesses in Lexington; conducts trainings/events specific to the Lexington entrepreneurial community.	100%	Certified Business Advisor with appropriate education to support providing 1:1 business consulting to women and minority-owned businesses
WBC Executive Director	Supervises Business Advisor and Event & Program Coordinator; Oversees Program Compliance; Provides WBC Program Direction	50%	Certified Business Advisor with appropriate education to support services rendered. Annual compliance training with SBA program oversight.
WBC Event & Program Coordinator	Assist with the coordination of WBC events and programming. This individual oversees registration, post event reporting, survey analysis, and the development of training programs for entrepreneurial communities	25%	Background and experience provide a tailored experience in supporting business owners. Online platform, resource, and program knowledge implemented to ensure efficiencies and effectiveness within WBC events and program offerings.
Community Ventures President of Lending	Provides guidance and supervisory to WBC program from host organization, Community Ventures; Approves and oversees budgetary requests made from the WBC	5%	Leadership of the WBC program for more than five years. Background in supervising local, state, and federal funded programs





**Community Ventures Corporation****Job Description****JOB TITLE: Director of Women's Business Center of Kentucky**


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Employee Name: Devanny King

Division:	Business Development	Location:	Lexington
Supervisor:	Brenda Weaver	Prepared by:	Kevin R. Smith
Salary level:	Competitive		
Approved by:	Kevin R. Smith		
FLSA Status:	Exempt		
% of FTE:	100%		

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The Women's Business Center Program Director (WBC Program Director) is a full time, exempt, senior level staff position with program and operational responsibility in Lexington/Fayette County, Kentucky for the state of Kentucky.

**SUMMARY:** This position manages CVC's operations of the SBA's WBC of Kentucky. Roles, directly or through staff, will include:

- (1) consulting with clients to define personal barriers to business start-up or stable ownership;
- (2) providing individual technical assistance or classroom training to address the identified barriers;
- (3) consulting with clients looking to expand their business and providing additional resources to clients;
- (4) assisting clients, when necessary, in obtaining appropriate financing;
- (5) collaborating with outside agencies to provide the maximum support for women and disadvantaged entrepreneurs;
- (6) ensuring the agency's compliance with all program goals, objectives, policies and procedures;
- (7) ensuring that the WBC is and remains in compliance with all funding requirements;
- (8) preparing all funding reports, conducts surveys as needed and all other administrative requirements of the program;
- (9) reporting to the Director of Lending

While other duties may be assigned as needed, **ESSENTIAL DUTIES AND RESPONSIBILITIES** include the following:

**ADMINISTRATIVE**

- Developing, implementing, and overseeing all operating procedures in accordance with SBA and CVC requirements and guidelines.
- Assuring compliance with SBA requirements and guidelines in data collection and reporting, and other areas.
- Responding in a timely manner to the needs and requests of clients, collaborators, and partners.
- Developing agreements and memoranda of understanding with participating organizations and agencies.

- Maintaining communication among CVC and WBC staff and attending all relevant organizational meetings.
- Assisting in hiring, training, supervising, and evaluating staff to ensure successful and accountable program results.
- Supporting, implementing, and promoting compliance with CVC's Diversity and Equal Opportunity Plan in all aspects of employment and education; encouraging cultural and ethnic diversity in staffing, curriculum, programs, and services.
- Maintaining a safe work environment, enforcing safe work practices, reporting and investigating accidents, maintaining necessary documentation, policies and procedures, and requiring employees to receive mandated training.

#### **BUDGETARY/FINANCIAL**

- Developing, managing and administering the WBC program and budget, in accordance with recognized good accounting practices, and SBA and CVC guidelines and requirements.
- Overseeing proper and accurate collection and reporting of financial and performance data.
- Preparing and submitting requests for reimbursement, budget amendments, contract closeout reports, and quarterly and annual program reports to the CVC CEO, or the CEO's designee.

#### **PROJECT MANAGEMENT**

- Maintaining, managing, and growing economic development projects within the scope of the WBC and CVC.
- Organizing a WBC Center Advisory Council
- Establishing a regular meeting schedule for the WBC Advisory Council, providing appropriate information and agendas in *advance* of meetings, facilitating management presentations and dialogue, and issuing timely meeting minutes.
- Preparing project reports and conduct project evaluations (monthly reports).

#### **COMMUNITY OUTREACH, NEEDS ASSESSMENT & ON-GOING STRATEGIC PLANNING**

- Researching existing programs and services in each respective territory and determining the needs of the local aspiring and existing small business communities in order to develop effective programs and services
- Managing and sustaining mutually supportive relationships with the SBA through the Kentucky SBA District Director and relationship with other WBC partners
- Establishing relationships with colleges, universities, research, community and government institutions throughout the state.
- Participating, STATEWIDE, in community organizations and activities relevant to CVC's and the WBC's mission; concentrating efforts in the larger cities of Louisville/Jefferson County and Lexington/Fayette County
- Identifying under-served communities and strategies to reach them
- Exploring strategies and opportunities for job-creation and revenue-generation
- Maintaining a short term workplan and accomplishments record

- Determining the needs of the local small business community to develop effective WBC services
- Developing, implementing and supervising specific ancillary training modules to expand and complement existing business development training programs.
- Providing in-depth, high quality, one-on-one business counseling and specialized training to business owners and prospective business owners. Serving as a mentor to WBC clients.
- Coordinating and leveraging the resources of community small business organizations and agencies to provide a comprehensive assistance delivery system.
- Providing leadership in community small business assistance services.
- Developing and implementing plans for marketing, public relations, and outreach activities throughout WBC territory.
- Speaking to community groups to explain and interpret agency purposes, programs, and policies.
- Maintaining the reputation and positive regard held by the WBC in the community.

**SUPERVISORY RESPONSIBILITIES:** This job may have supervisory duties over three subordinate positions. Works with and ensures training of EVP's, Directors of Business Development and Business Development Specialists in the requirements of the WBC when applicable.

**QUALIFICATIONS:** To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

**EDUCATION and/or EXPERIENCE:** 1) Extensive experience as a small business owner or manager; 2) An education level that consists at minimum a bachelor's degree in business administration, management or related field from a four-year college or university; or 3) Four to five years related experience and/or training in the provision of training and technical assistance to entrepreneurs and small businesses; or equivalent combination of education and experience. Must be proficient in Microsoft Word and Excel.

**PHYSICAL DEMANDS:** The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to use hands to finger, handle, or feel objects, tools, or controls and reach with hands and arms. The employee must frequently lift and/or move up to 10 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus. The employee will be required to do some traveling.

**WORK ENVIRONMENT:** The work environment characteristics described here are representative of those an employee might encounter while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee occasionally works in outside weather conditions. The noise level in the work environment is usually quiet.

**COMMUNITY VENTURES IS AN EQUAL OPPORTUNITY EMPLOYER**

# Devanny Paige King, MBA

[devpking@gmail.com](mailto:devpking@gmail.com) | [www.linkedin.com/in/DevannyKing](http://www.linkedin.com/in/DevannyKing)

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## EXPERIENCE/SKILLS

- 5 years of International Work Experience in Australia, Spain, Mexico, and China
- NASBITE certified Global Business Professional
- 10 years in Management & Leadership Consulting and Education
- National Conference Speaker: America's Small Business Development Center

## RELEVANT CAREER EXPERIENCE

### Women's Business Center of Kentucky

Lexington, Kentucky

*Executive Director* (April 2023-present)

- Ensuring the agency's compliance with all program goals, objectives, policies, and funding requirements
- Preparing all funding reports, conducting surveys, and all other administrative requirements for the program
- Collaboratively and effectively work with outside agencies to provide maximum support for women and disadvantaged entrepreneurs
- Consulting with clients who are starting or expanding their business ventures and assisting when necessary in obtaining appropriate funding

### Georgetown College- Adjunct Professor, Entrepreneurial Leadership (Aug 2021-Dec 2023)

- **COMM 350 COURSE DESCRIPTION:** The course examines the Entrepreneurial Leadership factors needed to bring about enterprise transformation or transition from start-up to ongoing operations and ultimately to a sustainable business model. Theories and related research are conducted within the course in addition to "best" and "worst" practices, using case studies, lectures, and outside speakers.

### Kentucky Small Business Development Center

Lexington, Kentucky

*Business Consultant* (Aug 2020-April 2023)

- Facilitating sessions to help entrepreneurs develop appropriate business models, business plans, financial projections, cash flow models, marketing plans, loan packaging, and core processes
- Coaching entrepreneurs launching new businesses and growing or diversifying mature businesses
- Building and maintaining close professional relationships with small businesses throughout the region.
- Collaboratively and effectively work with partner organizations, including hosts, state and federal resource partners

*International Trade Team Lead* (Aug 2021- present)

- International business planning assistance: product preparation, market analysis, logistics, documentation, financial analysis, compliance and legal considerations
- International market intelligence support: identify potential export markets, assess target markets, find foreign buyers and distributors
- Export forums, trainings, workshops, and in-house training
- Collaboratively work in partnership with federal and state agencies that assist small business exporting clients

### Enriched LLC- Founder & Coach (April 2020-present)

- Develop, facilitate, and promote growth opportunities to clients seeking professional and personal development strategies.
- Course creation for professional development: optimizing organizational culture, leadership training, effective communication, networking, and career development
- Promoting professional and personal development everyday strategies through blog articles, public speaking agreements, and in-person team trainings.

### CRCC Asia- General Manager (February 2019-November 2019)

Beijing, China

- Oversee regional employees of the Beijing office by providing training to new employees and mentoring existing employees to achieve personal and corporate goals
- Monitor and control expenses for the Beijing expenses of \$300,000 USD annually
- Effectively lead and monitor KPIs for the Business Development and Program Management teams
- Expand the partnership portfolio and connect with potential stakeholders

- Starz Sports- Project Manager** (October 2018- February 2019) Beijing, China
- Work alongside the company and its affiliates to manage and execute all programs involving the Yao Ming Youth Basketball Development entity.
  - Establish and conduct inter-scholastic competition, while communicating positive character development concepts to players and parents.

**Professional Athlete, Basketball**

- FC Barcelona/Barça CBS, Federación Española de Baloncesto Liga Femenina 2 (2018 Season) Barcelona, Spain  
 Kalamunda Eastern Suns, Western Australia State League Basketball(2017 Season) Perth, Australia  
 Lakeside Lightening, Western Australia State League Basketball (2016 Season) Perth, Australia
- Compete and perform at a high-level of basketball as a restricted import player
  - Represent the brand of the basketball club on and off the court

**Impressions Marketing and Events- Account Manager** (October 2016-August 2018) Lexington, Kentucky

- Helping organizations build their brand by using integrated marketing strategies and effectively executed events
- Amplifying brands for businesses and non-profits in the areas of: event marketing, digital marketing, graphic and web design, video production, public relations, radio and broadcast
- Manage select accounts by tailoring the work provided to their specific needs and organizational goals. Serve as the communication liaison between the clients, suppliers, and distributors

**98five Sunshine FM- Public Relations Manager** (October 2016- October 2017) Perth, Australia

- Promote the activities and content of the federally-licensed, community-operated radio station and its various sub-units to the wider community
- Responsibilities include, but not limited to: press releases, media contact, developing and maintaining key stakeholder relationships, events involvement and organization, promotional media and networking opportunities
- Develop and administer proposals for on and off air promotions to increase profile and market-share / audience goals

**98five Sonshine FM- Operations Manager** (March 2016- October 2016) Perth, Australia

- Coordinate and administer a range of operational and administrative activities in direct support of the delivery of 24-hour radio programming by the station
- Participate in the development and administration of strategic and operating plans, and evaluate programs for compliance with the overall mission of the station.
- Monitor, manage and improve the efficiency of support services such as IT, HR, Accounts, Sales and Finance

**SteinGroup, LLC. – Business Research Associate** (May-December 2015) Lexington, Kentucky

- Prepare market research on behalf of clients and provide consulting on marketing campaign strategies
- Assist staff and clients in the design, execution and evaluation of projects, including literature reviews, surveys, focus groups, data integration and analysis

**EDUCATION**

*Georgetown College*

- Bachelor of Science: Business Administration & Communication and Media Studies, Magna Cum Laude

*Western Kentucky University*

- Master's in Business Administration

**CERTIFICATES:**

- Kentucky Colonel - The Honorable Order of Kentucky Colonels issued February 2024
- NASBITE Certified Global Business Professional
- Diversity and Inclusion in the workplace by ESSEC Business School
- Export and Trade Counseling Intermediate Level presented by SBA and TPCC

**Community Leadership & Board Positions:**

- Kentucky District Export Council (2024-present)
- Kentucky Small Business Development Center (2023-present)
- YOU ARE Co. (2019-2022)
- Diversity & Inclusion Committee Member, Georgetown College (2020-2021)

## JOB TITLE: PRESIDENT OF LENDING

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EMPLOYEE NAME:	Brenda Weaver		
DIVISION:	Lending	LOCATION:	Lexington
SUPERVISOR:	Kevin R. Smith	PREPARED BY:	Kevin R. Smith
SALARY LEVEL:	Competitive	PREPARED DATE:	10/26/2016
APPROVED BY:	Kevin R. Smith	APPROVED DATE:	10/26/2016
FLSA STATUS:	Exempt	% OF FTE:	100%

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**SUMMARY:** Manages and directs CV's Lending Company, supervises multiple staff at multiple locations and ensures compliance with all program goals, objectives, policies and procedures. Ensures that each appropriate staff member consults with clients to define personal and business needs or problems; provides individual technical assistance or classroom training to address the needs or problems; assists clients, when necessary, in obtaining appropriate financing for their business concerns; and provides post-loan-closing technical assistance as needed. These functions will be completed by performing the following duties:

**ESSENTIAL DUTIES AND RESPONSIBILITIES** include the following. Other duties may be assigned.

### Technical Assistance and Training

Works through staff to ensure program goals are achieved.

Markets programs throughout CV service area.

Maintains sufficient contact with public, peers, etc. to ensure partnership goals are achieved.

Oversees interviews with clients to determine clients' personal and business needs including current family income, assets, liabilities, cash flow, insurance coverage, tax status, and financial objectives.

Oversees analysis of data to determine solutions such as development of business plan, financing, development of additional financial and organizational management skills, installation of alternate methods and procedures, changes in processing methods and practices, modification of machines or equipment, or redesign of products or services.

Establishes, sets up and maintains training facilities when applicable.

Oversees the presentation of established and effective business training courses using approved curricula and appropriate training methods, techniques, and ideas.

Oversees the scheduling of presentations by internal or outside lecturers, motivational speakers, and sales or product specialists.

Assists in developing new training courses associated with enhancing the success of clients and introducing new products or services.

Studies and develops skills in use of better teaching and training methods.

Keeps informed on new developments, methods, and techniques in the business training field.

### **Lending**

Markets CV's business loan products and generates sufficient activity to meet established goals.

Ensures adherence to all Lending Company policies and procedures, both written and non-written.

Oversees the gathering of appropriate information pertaining to each assigned client's loan request such as sources of income, history and reliability of income, current debts, payment history, assets, etc.

Ensures that clients are assisted in filling out the loan or credit application including required proformas.

Advocates for client during loan review and approval process.

Ensures ongoing contact with client to provide technical assistance and ensure current status of loan.

### **Data Collection and Reporting**

Ensures completion of all client-related documents and submission to the appropriate data collection personnel or file.

Oversees documentation in detail all technical assistance provided to customers and ensures the documentation is recorded in client files.

Provides necessary data to funders to ensure compliance with Corporation's contractual agreements.

**SUPERVISORY RESPONSIBILITIES:** Supervises all Lending Company personnel. Ensures compliance with personnel policies and procedures. Motivates, trains, and maintains staff efficiency.

**QUALIFICATIONS:** To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

**EDUCATION and/or EXPERIENCE:** Extensive experience as small business owner or manager; bachelor's degree (B.A.) from four-year college or university preferred; or four to five years related experience and/or training; or equivalent combination of education and experience.

**LANGUAGE SKILLS:** Ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations. Ability to write reports, business correspondence, and procedure manuals. Ability to effectively present information and respond to questions from groups of managers, clients, customers, and the general public.

**MATHEMATICAL SKILLS:** Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.

**REASONING ABILITY:** Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form. Ability to deal with problems involving several concrete variables in standardized situations.



**PHYSICAL DEMANDS:** The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to sit; use hands to finger, handle, or feel; and talk or hear. The employee frequently is required to reach with hands and arms. The employee is occasionally required to stoop, kneel, crouch, or crawl. The employee must occasionally lift and/or move up to 10 pounds. Specific vision abilities required by this job include close vision.

**WORK ENVIRONMENT:** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

**Community Ventures is an Equal Opportunity Employer.**

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**BRENDA K. WEAVER, Master CMB**


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**PROFESSIONAL EXPERIENCE**
**COMMUNITY VENTURES, Lexington, KY** **2016-Present**

VP of Business Development for eHome America – Began in January of 2016 with responsibility for outreach and business development for CV’s online homebuyer education product, working with HFA prospects around the nation. In mid-2017, moved to also take over responsibilities of President of Community Ventures’ Housing Company, where I oversee the Homeownership Center and residential development activities of the organization.

President, Lending Company - Assumed additional responsibilities of overseeing all of Community Ventures’ lending activities, including residential, small business, and micro-lending. This includes the origination and servicing of these loans, as well as managing and developing relationships with funders and lending partners, federal and state agencies, and other investors.

**KENTUCKY HOUSING CORPORATION, Frankfort, KY** **2008 – 2016**

Assistant Deputy Executive Director, Housing Programs and Production – Provided leadership and guidance for the corporation’s program areas, including Multifamily, Single-family/Homeownership, Housing Contract Administration, and Tenant Services. Included in those program areas are multiple HUD programs (HOME, ESG, HOPWA, CoC, HUD 811, Olmstead, and Chaffe); LIHTC; Tax-Exempt Bond; Fannie Mae; Ginnie Mae; Hardest Hit Fund; and Project-Based and Tenant-Based Rental Assistance. Additionally, I oversaw the energy programs, including Kentucky Home Performance for residential properties. Wrote formal policies and procedures for multiple program areas.

Formerly served in executive management positions as Chief Strategy Officer; Chief Program, Policy, and PR Officer; and Chief Program and Policy Officer. In those positions, I had executive management oversight for the following areas: Specialized Housing Resources, Tenant-Based Rental, Loan Servicing, Single-Family Homeownership, Communications, and Organizational Planning and Performance.

**NFCDCU, New York, NY** **2007 – 2008**

Director, CDCU Mortgage Center – Managed operations of the Mortgage Center, an LLC of the National Federation of Community Development Credit Unions. Conducted research and analysis around foreclosure issues and the housing crisis, and disseminated information through webinars, conference calls, and education forums for credit union members across the country. Provided training and technical assistance to member credit unions. Managed the Federation’s partnership in the national Fair Mortgage Collaborative initiative and HUD’s HOPE NOW Alliance. Additionally, I managed the Federation’s new business as a HUD counseling intermediary, where I administered grants, monitored performance, and provided technical assistance to sub-grantees who were providing housing counseling.

**FANNIE MAE, Lexington, KY** **2000 – 2007**

Represented Fannie Mae in the local community, the state, the region, and on a national basis in the following capacities:

Lead Director, East Central Cluster - Provided leadership during a corporate re-organization and oversaw

activities in East Central group of Community Business Centers in the Central Region for Fannie Mae. Area included multiple offices in TN, OH, KY, and WV.

National Coordinator, Housing Finance Agency (HFA) Strategy Team – Led 6 regional coordinators from across the country who served as liaisons between Community Business Centers and Public Entities business unit; worked with HFAs nationally to encourage participation in NCSHA affinity agreement (a special single-family loan product developed specifically for HFAs); developed individual strategies with HFAs; worked on individual product development, pricing issues, portfolio acquisitions, and other issues related to the overall HFA/Fannie Mae relationship.

National Coordinator, Public Housing Authority Team – Led 6 regional coordinators from across the country who served as liaisons between Community Business Centers and Public Entities business unit, working with Public Housing Authorities to source community development business for the company.

Director - Kentucky Community Business Center – Managed Fannie Mae operations in Kentucky and oversaw development of affordable housing initiatives and investments of single-family, multi-family, and community development resources across Kentucky.

- Sourced affordable housing transactions by working with developers, non-profits, lenders, and municipalities to identify single-family, multi-family, and community development investment opportunities. These included LIHTC equity investments, short-term and long-term debt investments, and permanent financing.
- Relationship management – developed and managed relationships with housing partners across the Commonwealth, including lenders, non-profit and for-profit housing providers, advocacy groups, municipalities, and elected officials.

## **ACKINSON FINANCIAL SERVICES, INC., Lexington, KY**

**1995 - 2000**

### President/CEO and Owner

Performed consulting services for banks, credit unions, mortgage companies, CDFI's, and non-profit agencies. Consulting services included training (both classroom and individual); strategic planning; program and product development; creation of strategic partnerships and alliances; compliance training and review; problem-solving; and developing policies and procedures. A full client list is attached.

- As consultant for the National Federation of Community Development Credit Unions, wrote and instructed a mortgage lending school for the NFCDCU member institutions. Courses provided participants an opportunity to learn about all aspects of mortgage lending with emphasis on providing affordable financing for lower-wealth clientele. The school was held each year at New Hampshire College.

Conducted financial education and housing counseling through a subsidiary known as "CredAbility," providing pre-purchase counseling for bank and non-profit referrals as well as financial planning for a wide variety of clients.

## **COMMUNITY BANK OF LEXINGTON, INC., Lexington, KY**

**1989 - 1995**

### President and CEO

#### Executive Vice President/Director of Loan Operations

Responsible for all lending activities prior to being promoted to President/CEO. Led the organization through tremendous change, from the start-up as a de novo bank, to a successful financial institution, and through a complete re-organization as we merged with another bank.

As Director of Loan Operations, responsibilities included:

- Management: Oversaw asset/liability function, budget/profitability, advertising, strategic planning, investments, etc. Served on bank's Investment, Risk Management, Loan, and Strategic Planning Committees and was member of bank's Board of Directors.
- Secondary marketing: Consistently increased fee income for the bank through secondary market loan sales activities; established investors and maintained relationships with outside sources for loans. Managed production pipeline by setting prices daily, negotiating loan sale commitments;

supervised all reporting, accounting, and sales of loans to investors.

- Underwriter: Am an approved FHA and FHLMC underwriter, and underwrote all portfolio and secondary market real estate loans not originated personally.
- Servicing: Oversaw both portfolio loans and secondary market (Freddie Mac) loan servicing.
- Compliance and CRA Officer: Consistently achieved an "Outstanding" rating and served as bank's affordable housing and community investment representative.
- Personal loan production: Originated majority of bank's real estate loans.

## VARIOUS MORTGAGE COMPANIES AND BANKS

1977-1989

### EDUCATION

- 3-year Graduate School of Banking, University of Wisconsin, Madison, Wisconsin
- Received "Certified Mortgage Banker" designation, Mortgage Bankers Association of America (currently designated as a Master CMB, indicating expertise in residential and commercial lending as well as mortgage policy)
- 3-year MBA School of Mortgage Banking, University of Florida and Northwestern
  - Mortgage Bankers Association of America
- BA in English & Education – University of Kentucky & Berea College

### AWARDS AND PROFESSIONAL AFFILIATIONS

#### MORTGAGE BANKERS' ASSOCIATION OF THE BLUEGRASS

Mortgage Banker Hall of Fame Award for lifetime achievement

Named Lifetime Director

Served as President, Vice President, & Secretary-Treasurer

Named *LEXINGTON MORTGAGE BANKER OF THE YEAR*

#### MORTGAGE BANKERS' ASSOCIATION OF KENTUCKY

Named Lifetime Director

Served as President, Vice President, & Secretary-Treasurer

Named *KENTUCKY MORTGAGE BANKER OF THE YEAR*

#### MORTGAGE BANKERS' ASSOCIATION OF AMERICA

Served on Legislative, CMB, and State and Local

Liaison Committees

### COMMUNITY LEADERSHIP

One of the organizers of two financial institutions and one non-profit:

Community Bank (currently Community Trust)

LexLinc Community Development Federal Credit Union

REACH, Inc.

Previous board positions:

Community Bank  
Appalachian Federal Credit Union Board  
    Chair, Finance Committee  
LexLinc Community Development Federal Credit Union  
Served two terms as REACH Board Chair  
H.E.A.D., Inc. (non-profit venture capital fund)  
American Red Cross  
Central Christian Church Foundation for Affordable Housing  
Central Christian Church's St. James Place  
Realtor/Community Housing Foundation  
Affordable Housing Alliance  
Comprehensive Housing Affordability Strategy,  
    "Committee of the Whole" which drafted state housing strategy  
Homeless and Housing Coalition  
Mayor's Task Force on Homelessness  
Lexington Forum  
TEAM Lexington Task Force (strategic plan for LFUCG human resources)  
NEW CENTURY LEXINGTON Task Force (creating private/public partnerships)  
The Housing Foundation, Inc.  
    Central Christian Church  
    St. James Place  
Named one of the "*TOP WOMEN IN BUSINESS*" for two years by Lane Report  
Leadership Lexington Graduate  
Lexington-Fayette County:  
    Industrial Revenue Bond Review Board  
    Community Development Corporation Board



## Event and Program Coordinator

The Women's Business Center (WBC) of Kentucky serves entrepreneurs and small business owners in every stage of business. We aim to provide best-in-class coaching, in-demand services, and relevant programs to foster the success of small businesses.

The Event and Program Coordinator will assist the project team by coordinating and executing various projects in support of the center's mission, including event planning and programmatic support activities.

### Essential Duties

#### Client Relations:

- Practices radical hospitality to all guests through virtual and in- person interactions
- Develops a good understanding of all WBC of Kentucky, Community Ventures and U.S Small Business Administration policies and procedures.

#### Program and Administrative Support:

- Assists in answering phones and emails and assisting clients with questions and next steps
- Assists with special conferences, summits, workshops, meetings, certifications, workforce events, and all other activities associated with the clients.
- Participates in the collection of client feedback on programs and collection of economic impact data for grant reporting purposes.
- Assist with meeting set up and take down to include safety protocols.
- Completes tasks for small business resource development.
- Ensure all client data is maintained and recorded in the organization's CRM.
- Takes on research as directed.

#### Event Planning:

- Assists with special conferences, summits, workshops, meetings, certifications, workforce events, and all other activities associated with the clients.
- At the direction of the Executive Director, coordinate logistics for events, including venue selection, catering, audiovisual requirements, and on-site coordination.
- Assist in the development of promotional materials.

## Qualifications

### Education/Experience:

- High School graduate, college degree preferred.
- Extensive knowledge of Microsoft Office Suite, scheduling software and email are required.
- Experience with business communications, scheduling, and meeting & event planning.
- Previous experience working with a nonprofit organization is desirable.
- Previous experience with a Customer Relationship Management System is preferred.
- Event Planning 1-2 years (required)

### Communication

- Ability to communicate well-listening, verbal, and written mediums.
- Ability to communicate with co-workers, clients, vendors, and others in a courteous and professional manner.
- Ability to deal with a diverse group of external callers and visitors as well as internal contacts.
- Commitment to keeping management informed of activities and any significant problems.

### Skills

- Ability to work independently with accountability for accurate and complete results.
- Extremely organized and exceptionally detail-oriented.
- Works well both independently and in a team environment.
- Energetic in a fast-paced work environment.
- Able to analyze information and respond appropriately.
- Ability to multi-task in a pleasant manner and work well under pressure.

### Attributes

- Motivated to improve processes, procedures, and the work environment.
- Professional appearance and manner.
- Desire and ability to learn.
- Well-organized and detail-oriented.
- Honest and trustworthy.
- Self-Starter.
- Strong work ethic, self-motivated, dependable, respectful, flexible, and positive.

The Event and Program Coordinator will embrace our mission, culture, and core values, and comply with all federal, state, and local legal and tax requirements.

Equal Employment Opportunity (EEO)

## **Kana L. Brown**

Jeffersonville, IN 47130

812.213.7273

info@kanabrown.com

### **SUMMARY**

Creative and results-oriented multi passionate professional with over 10 years of experience in community building, and business development. Expertise in building and nurturing relationships with businesses, creatives, and the community.

### **EXPERIENCE**

#### **Content Creation, Remote - April 2021 - Present**

- Photography
- Video editing
- Blog Copy
- Negotiating brand deals
- Creating campaigns meeting timelines

#### **Evansville Black Chamber of Commerce, Evansville, IN - Vice President July 2020 - March 2023**

- Creating Programming
- Creating community partnerships and events
- Mentoring small businesses
- Website creation
- Creating fundraising campaigns

#### **Love IT! EVV, Evansville, IN - Founder, CEO April 2014 - October 2018**

- Creating community partnerships and events
- Creating marketing campaigns
- Fundraising with local businesses
- Building brand awareness for independent businesses

#### **Level Up Lou, Louisville, KY - Community Manager March 2017 - June 2018**

- Pitching and securing brand partnerships
- Point person for communication between businesses and creatives for pop up classes
- Negotiating contracts for teachers
- Securing spaces for pop ups

#### **The Beauty Room, Evansville, IN - Founder, LE April 2012 - April 2023**

- Managing space for wellness + beauty businesses
- Creating community partnerships and events
- Mentoring small businesses
- Facilitating holistic skin care classes
- Building brand awareness for independent businesses



**EDUCATION**

*University of Southern Indiana, Evansville, IN - Business Marketing and Communications*  
January 2009 - May 2011

**SKILLS**

- Business Development
- Brand Partnerships
- Community Building
- Creative Problem-Solving
- Team Building
- Project Management
- Strong Communication
- Content Creation

**AWARDS**

*News 4U 20 Under 40, 2015*

*Best of Issue Evansville Living, 2018*

*Junior League 20 Under 40, 2020*

*Leadership Everyone, Program Award in Community + Neighborhood, 2021*

*Goldman Sachs Black in Business, 2022*

**JOB TITLE: Business Coach**


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EMPLOYEE NAME:	Yet to be Determined		
DIVISION:	Business Development	LOCATION:	Lexington
SUPERVISOR:	Devanny King		
SALARY LEVEL:	Competitive		
APPROVED BY:	Kevin R. Smith		
FLSA STATUS:	Exempt		
% OF FTE:	100%		

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**SUMMARY:** Consults with clients to define personal and business needs or problems; provides individual technical assistance or classroom training to address the needs or problems; assists clients, when necessary, in obtaining appropriate financing for their business concerns; and provides post-loan-closing technical assistance as needed. These functions will be completed by performing the following duties.

**ESSENTIAL DUTIES AND RESPONSIBILITIES** include the following. Other duties may be assigned.

**Technical Assistance and Training**

Interviews client to determine client's personal and business needs including current family income, assets, liabilities, cash flow, insurance coverage, tax status, and financial objectives.

Analyzes data to determine solutions such as development of business plan, financing, development of additional financial and organizational management skills, installation of alternate methods and procedures, changes in processing methods and practices, modification of machines or equipment, or redesign of products or services.

Assists clients with bookkeeping, marketing, business plan development and implementation, legal and insurance issues.

Utilizes and refers clients to other sources to obtain necessary services.

Establishes, sets up and maintains training facilities when applicable.

Presents established and effective business training courses using approved curricula and appropriate training methods, techniques, and ideas.

Schedules and introduces presentations by internal or outside lecturers, motivational speakers, and sales or product specialists.

Assists in developing new training courses associated with enhancing the success of clients and introducing new products or services.

Studies and develops skills in use of better teaching and training methods.

Keeps informed on new developments, methods, and techniques in the business training field.

### **Data Collection and Reporting**

Ensures completion of all client-related documents and submits them to the appropriate data collection personnel or file.

Documents in detail all technical assistance provided to customers and ensures the documentation is recorded in client files.

Provides necessary data to contract management personnel to ensure compliance with Corporation's contractual agreements.

### **SUPERVISORY RESPONSIBILITIES: None**

**QUALIFICATIONS:** To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

**EDUCATION and/or EXPERIENCE:** Extensive experience as small business owner or manager; bachelor's degree (B. A.) from four-year college or university preferred; or four to five years related experience and/or training; or equivalent combination of education and experience.

**PHYSICAL DEMANDS:** The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to use hands to finger, handle, or feel objects, tools, or controls and reach with hands and arms. The employee must frequently lift and/or move up to 10 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus.

**WORK ENVIRONMENT:** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee occasionally works in outside weather conditions. The noise level in the work environment is usually quiet.

**COMMUNITY VENTURES IS AN EQUAL OPPORTUNITY EMPLOYER**



## GUIDE REALTY

"GUIDING YOU HOME"

May 30, 2024

Lexington-Fayette Urban County Government  
200 E Main St  
Lexington, KY 40507

To whom it may concern:

Please consider this letter as both a professional reference and a strong endorsement of the work that is being done by the Women's Business Center of Kentucky and its Executive Director, Devanny King. WBC of Kentucky has been a major resource of both information and connection for myself and my company, Guide Realty.

The WBC of Kentucky currently offers programming such as Strong Women, Strong Coffee; Women in Business Expo; Empowering Excellence Panel; and 1:1 coaching. These services are invaluable to all business owners, but essential to women and minority-owned businesses who have historically had less access to these types of resources. Recent topics have included Business Finance, Growth and Expansion Planning, Health and Wellness and Marketing Strategies. Industry professionals have shared information and offered additional resources to current and aspiring entrepreneurs. All of these services have been offered at no charge to the participants.

While the number of women and minority-owned businesses is increasing, the financial gain of these businesses continues to lag behind. WBC of Kentucky's focus on this segment of entrepreneurs is essential to closing this financial gap and supporting the success of our local businesses. Any financial support for the WBC of Kentucky will further the commitment to our community's women and minority-owned businesses.

Please feel free to contact me for additional information or input.

Most sincerely,

Raquel E. Carter, Owner  
Guide Realty, Inc.  
(859) 421-8984



Friday, May 31, 2024

Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, KY 40507

**SUBJECT: Support Letter for the Women’s Business Center of Kentucky**

I am writing on behalf of the Kentucky APEX Accelerator (formerly KYPTAC), a federally funded grant hosted by Kentucky Science and Technology Corporation (KSTC), to express our support for the Women’s Business Center of Kentucky (WBC) in their funding application to the city of Lexington.

Through this funding, WBC aims to provide a business coach to support women and minority-owned businesses in Lexington through initiatives such as Strong Women Strong Coffee, Women in Business Expo, Empowering Excellence Panel, and 1:1 coaching. These efforts are crucial for fostering our region's diverse and robust business community.

The KY APEX Accelerator serves as the primary resource for government contracting assistance in Kentucky. Its goal is to enhance the state's economic engine by aiding companies in their endeavors to provide products and services to federal, state, and local governments. We offer resources through counseling and coaching to help businesses, particularly those facing socio-economic barriers, navigate the public marketplace.

We anticipate that we can assist WBC in one or more of the following ways:

- Identification and referral of qualified businesses.
- Assisting with readiness for government contracting and subcontracting.
- Supporting events such as small business certifications and industry days to provide small businesses with access to resources.
- Offering training on best practices to small businesses.

We look forward to collaborating with the Women’s Business Center of Kentucky to employ sustainable best practices for supporting disadvantaged businesses in Lexington and beyond.

Sincerely,

Nancy Brown  
Executive Director  
The Kentucky APEX Accelerator

To whom it may concern,

As an entrepreneur, an advocate, and community development service provider, it is my pleasure to provide support for the addition of a business coach to support WBC activities in Lexington and across the Commonwealth. After assisting with and experiencing a WBC Expo in London this year, it is clear to me that this is a vital support service to our communities.

At the London event, which featured popular WBC sessions like a Strong Women, Strong Coffee hour and an Empowering Excellent Panel, women from across the region gathered to share, encourage, and provide wise counsel to other women in business. Some traveled more than an hour to attend! We received amazing feedback, including gratitude for a place to feel heard, to meet other women with similar goals and challenges, and connect to previously unknown financial and developmental resources. It would be our pleasure to host another session as soon as possible! Partnering with the WBC to provide this Expo made possible what we may lack in infrastructure and resources to provide regionally.

Without events like these (which require extensive coordination and time), these women fall prey to a common limiting belief – that entrepreneurship **must** be solo-preneurship. Business ventures that operate in a silo often fail because they do not receive the support they need. This proposal to add a business coach to support these initiatives is an exciting (and necessary) next step to expand capacity of the WBC to better meet these needs. Thank you for considering this opportunity and investment.



*Jordyne Carmack, PhD*

Executive Director, **Leadership Tri-County**

Co-Chair, **Women in Business Initiative – London-Laurel County Chamber of Commerce**

Owner, **AuthentiLead**



Ziva Voices

Dr. Kinga Mnich  
Founder & Director  
Ziva Voices - HerStory in the Making  
hello@zivavoices  
05/30/2024

Lexington-Fayette Urban County Government

To whom it may concern,

I am writing on behalf of Ziva Voices to express our enthusiastic support for the Women's Business Center of Kentucky (WBC) in their funding application to the city of Lexington. The WBC's initiatives are vital for nurturing a diverse and dynamic business community in our region, and we believe that their efforts will significantly benefit women and minority-owned businesses in Lexington.

Through this funding, the WBC aims to provide a business coach to support local entrepreneurs via various programs such as Strong Women Strong Coffee, the Women in Business Expo, the Empowering Excellence Panel, and 1:1 coaching. These initiatives are designed to empower business owners, foster networking opportunities, and provide essential resources for growth and development.

Our collaboration with the WBC of Kentucky has demonstrated their commitment to these goals:

**Empowering Excellence Panel:**

In March 2024, in honor of Women's History Month and International Women's Day, Ziva Voices partnered with the WBC to implement an immigrant-owned and women-owned business panel at the Lexington Public Library, East Branch. This event featured welcoming remarks by Councilmember Jennifer Reynold and Isabel Taylor with Global Lex. The panel provided a valuable platform for entrepreneurs to connect with local business resource providers, fostering a supportive and collaborative community.

**Women in Business Expo:**

In November 2023, we attended the Women in Business Expo in Louisville, organized by the WBC. The event featured 12 local, state, and federal business resource providers in the exhibit hall, offering business owners access to crucial support and information. Additionally, the WBC hosted a pitch competition, which resulted in \$7,500 in sponsorship funds for three women-owned businesses. This initiative not only provided financial support but also recognition and encouragement for these entrepreneurs.

We look forward to continuing our collaboration with the Women's Business Center of Kentucky to further support and empower women and minority-owned businesses in Lexington. Their work is instrumental in creating a thriving, inclusive business environment that benefits our entire community.



Ziva Voices

Thank you for considering their application for funding. We are confident that with your support, the WBC will continue to significantly impact the Lexington business community.

Sincerely,

Dr. Kinga Mnich  
Founder & Director  
Ziva Voices - HerStory in the Making



ANNUAL REPORT

20

A YEAR OF  
GROWTH & PROSPERITY

23



**Women's Business Center**  
OF KENTUCKY



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# Building a Legacy, Embracing the Future

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Welcome to our Annual Report, a showcase of our achievements, progress, and commitment to excellence throughout the year.

# Leading with Vision, Inspiring Success

*Dear Valued Partners and Stakeholders,*

I am delighted to present the Annual Report for the Women's Business Center of Kentucky for the year 2023. This report encapsulates the remarkable journey and achievements of our center as we continue to empower and uplift women entrepreneurs throughout the Commonwealth. None of this would be possible without the steadfast support of our community, sponsors, and dedicated team.

It has been a year of celebrating the legacy of Phyllis Alcorn who retired in March after 6 years spent as the Director of the WBC of Kentucky. In her retirement announcement, Phyllis shared, "the most important thing is the client. Our goal is to make sure that the client is equipped with all the tools, knowledge and information that they need to succeed in business."

I had the opportunity to become the Director in April of this past year. As the Director of the WBC of Kentucky, I extend my heartfelt gratitude to each of you for your unwavering support throughout our time of transitions in 2023. Your commitment to our mission has been the driving force behind our success, and we are immensely grateful for your contributions as champions for the WBC of Kentucky.

As we reflect on the accomplishments of the Women's Business Center of Kentucky throughout 2023, it brings me immense pride to share our journey of empowerment, growth, and community impact. Together, we are fostering a dynamic ecosystem that celebrates and supports women-owned businesses.

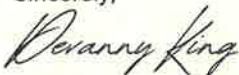
Our programs, from personalized 1:1 advising to educational training sessions and impactful events, have continued to be catalysts for success. The stories of triumph and perseverance we've witnessed this year are a testament to the strength and determination of the women entrepreneurs we serve.

The partnerships we've cultivated have played a pivotal role in our success. I want to express my sincere appreciation to every sponsor, collaborator, and supporter who has played a crucial role in furthering our mission. Your belief in our vision has propelled us forward, allowing us to make a meaningful difference in the lives of women business owners and their local economies.

In the coming year, we aspire to build on this momentum. Our commitment to fostering growth, providing strategic guidance, and creating opportunities for connection remains steadfast. We look forward to expanding our impact, reaching new milestones, and continuing to be a beacon of support for women entrepreneurs in Kentucky.

As we turn the page to 2024, I invite you to join us in this exciting chapter of growth and empowerment. Together, we will continue to shape a future where women entrepreneurs thrive and lead.

Sincerely,



**Devanny King** Executive Director



# Celebrating Breakthroughs, Inspiring Progress

↑ **330**

Unique Clients Served

↑ **64%**

Above goal of 220

↑ **54**

Business starts

↑ **54%**

Above goal of 35

↑ **52**

Entrepreneurs accessing  
capital

↑ **108%**

Above goal of 25

**4.97** ★

Event Rating  
Women in Business Expo  
*Average out of 5 stars*

↑ **12**

Strong Women  
Strong Coffee  
events

↑ **3**

Women In  
Business Expos

# Celebrating Breakthroughs, Inspiring Progress

## *Key Achievements*

The actions that influenced the results for each measured category were our consistent efforts in providing virtual services, both 1:1 counseling and our business builder workshop. Unique outreach strategies in various regions of Kentucky also led to increased WBC services rendered.

For the first time since the Pandemic, we resumed our in-person 4th Friday coffee roundtable meeting in Louisville – the first since March 2020. We averaged around 15 entrepreneurs at each event.

In addition, we hosted Women's expos in cities that had never historically been an event location. These expos were purposely held in Western Kentucky (Bowling Green and Owensboro) along with established community partners to expand our brand awareness as a trusted technical service provider.

We decided to bring back the WBC Expo to Louisville and adapt to regional needs that included a women-only pitch competition with a total of \$7,500 in cash prizes, an exhibit hall with local resource providers, empowering excellence panel, and an evening event to offset childcare limitations that were formally in place for events taking place during the day.

New this year was our participation in a Galentine's Day event in Louisville, where the WBC was a sponsor. The focus of this event was women business owners selling women related items and goods to women. Woman Owned Wallet was the host. We spoke at a young women's leadership conference, offering tools and advice for starting and growing a business.

The WBC partnered with Truist Bank to host Women's expos in Bowling Green and Owensboro assisting over 60 women in Western Kentucky. To assist women business owners impacted by the natural disasters that hit our state, we made ourselves available and offered our services to aid those affected, including in-person events in Fulton and Mayfield, Kentucky.

WBC Director, Devanny King was the featured keynote speaker for the Small Business Awards that had taken place in Ashland, KY sharing with the Northeast region of the state the services and programs that the WBC offers. She was also the featured keynote speaker for the Campbellsville's Women in Business Luncheon.

# Uniting Talents, Fueling Innovation



# Uniting Talents, Fueling Innovation

## *Partnerships + Collaboration*

WBC of Kentucky continued healthy partnerships with SBA, Community Ventures, SCORE, SBDC, Veterans Business Outreach, PNC Bank and Export Assistance Centers to market its resources.

Additionally, we've created strategic alliances and partnership opportunities with professional networks such as the Mountain Association (Appalachia), Women Leading Kentucky, Woman Owned Wallet, Network of Entrepreneurial Women (NEW), NAWBO, KY APEX Accelerator, Ohio WBC, KY Cabinet for Innovation and Entrepreneurship, Tri-State Minority Business Supplier Council, WBCORV, Louisville Metro Government, Kentucky DEC, Lexington/Fayette Urban County Government, Truist Bank, Louisville Public Library, and others.

These organizations continue to market the WBC by providing clients with information about our resources and making referrals.





# Uniting Talents, Fueling Innovation

## *Community Outreach*

### ***Women In Business Expo***

The WBC of Kentucky orchestrated a dynamic event in Bowling Green on June 21st, featuring workshops on starting a business, social media marketing, and small business finance for 30 attendees. Sponsored by Truist, First Bank, South Central Bank, and CREATE WKU Innovation Campus, the event showcased vendors representing woman-owned, minority-owned, and family-owned businesses. The excitement carried on into the next day in Owensboro for another Women in Business Expo, where 30 attendees engaged in enriching workshops sponsored by Truist Bank, The Party Space Place, and South Central Bank, with vendors highlighting diverse businesses.

A pivotal event in Louisville on November 9, 2023, drew 80 attendees, featuring a panel of prominent women-owned and minority-owned businesses, an exhibit hall with 14+ local resource providers, and the excitement of awarding \$7,500 to the top three pitch finalists. Sponsored by Truist Bank, KY Cabinet of Economic Development, Erigo Inc., SCORE, Ten20 Brewery, and W.O.W Factor Collective, the event showcased vendors and solidified meaningful partnerships, particularly with Community Ventures.

### ***Empowering Excellence Panel***

We created an event to feature a distinguished panel of trailblazing women entrepreneurs who share their journeys, challenges, and triumphs in the business world. Attendees gain valuable insights into building and sustaining successful enterprises, navigating industry landscapes, and championing equitable entrepreneurship. We launched in Georgetown followed by Louisville with the intention to host this series across Kentucky in years to come.

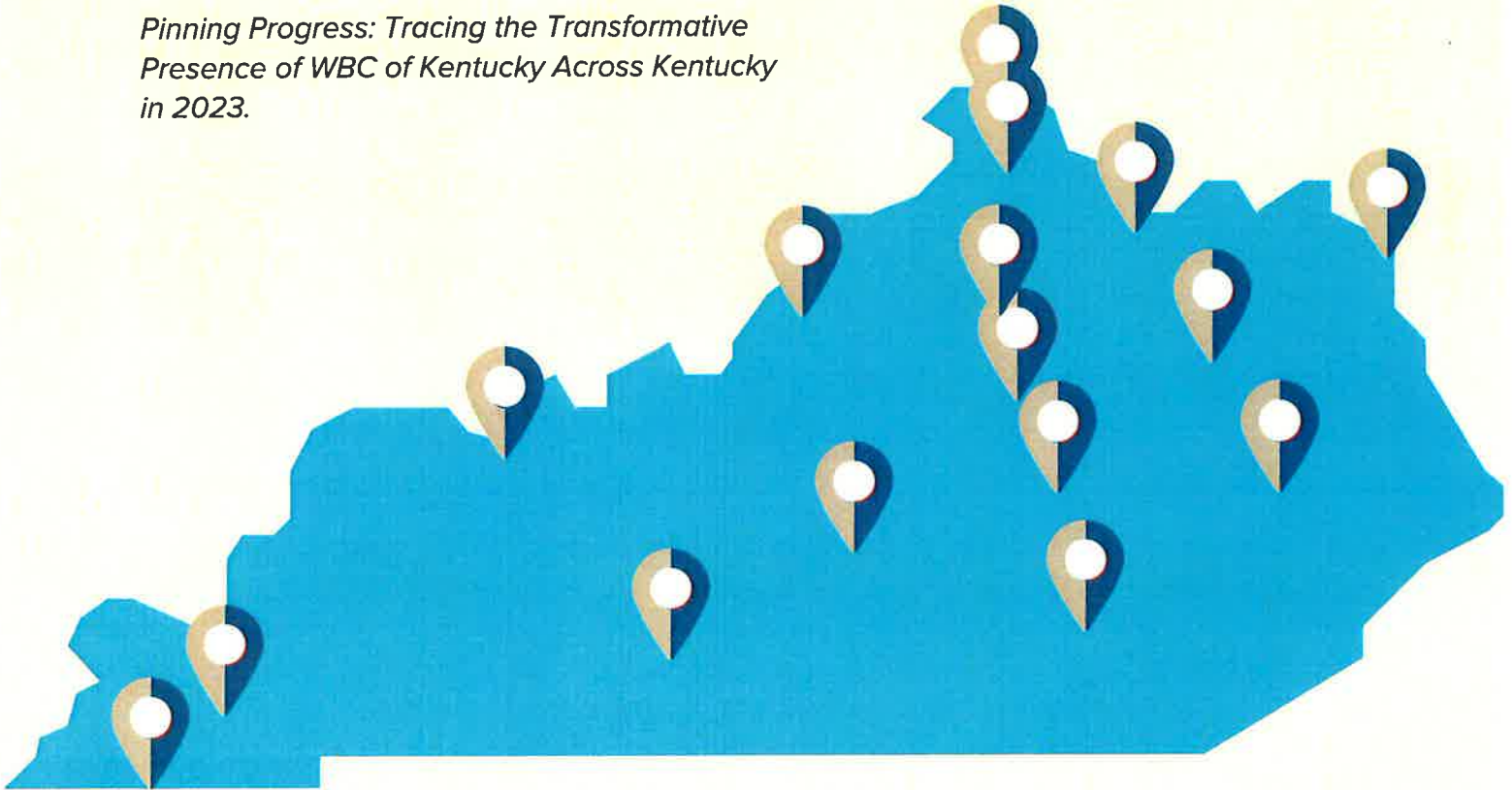
### ***Strong Women Strong Coffee***

The WBC of Kentucky reinstated our Strong Women Strong Coffee signature event in Louisville after being on pause since March of 2020. This event is designed to bring together local businesses in across Kentucky, fostering a strong and supportive community. Featured topics included: becoming a certified WBE/MBE in Louisville, website branding, ways to finance your start-up, break-even analysis, SEO/Google My business training, strategic networking, professional branding, and many more.



# Uniting Talents, Fueling Innovation

*Pinning Progress: Tracing the Transformative Presence of WBC of Kentucky Across Kentucky in 2023.*



# Solid Growth, Sustainable Prosperity



# Solid Growth, Sustainable Prosperity

## *Operational Improvements*

### ***GrowthWheel***

The WBC of Kentucky effectively integrated GrowthWheel into our program, leveraging its versatile framework to provide women entrepreneurs with a comprehensive and customized approach to business development. By utilizing GrowthWheel's 100+ templates/frameworks, WBC of Kentucky empowers entrepreneurs to navigate strategic decisions, set actionable goals, and achieve sustained growth in their businesses. The software also serves as our CRM platform and will release a new LMS in 2024 for online training.

### ***New WBC of Kentucky Logo***

Our new logo was revealed at our Women in Business Expo event by Shirie Hawkins (President of Everything Equity at Community Ventures), Sharron Johnson (SBA, first WBC of Kentucky Director), and Corinne Goble (CEO of the Association of WBCs). The new logo embodies the essence of growth, elevation, resilience, and durability, symbolizing our commitment to nurturing businesses and fostering their enduring success.

### ***Revamped Website***

In addition, the choice was made to revamp the WBC of Kentucky website, featuring seamless navigation and a wealth of valuable resources meticulously curated for a more enhanced experience of the WBC of Kentucky. The website should be live to start 2024.

### ***WBC Center of Excellence Recognition***

We are honored to be recognized for graduating in the inaugural cohort with the National WBC of Excellence program offered by the Association of Women's Business Centers (AWBC) and sponsored by Dutch Bros. The primary objective of the National Women's Business Center of Excellence designation is to recognize organizations that demonstrate commitment and efficacy of the mission, vision, and values of their Women's Business Center thereby achieving the greatest outcomes for women-owned businesses.

### ***Verizon Wireless Small Business Digital Ready***

In partnership with WBC of Kentucky, Verizon Wireless brings online curriculum across the Commonwealth. The Verizon Small Business Digital Ready online curriculum is designed to give small businesses the tools they need to thrive in today's digital economy, including access to personalized learning plans, coaching from experts and networking opportunities with diverse, industry-specific businesses as well as incentives for business expansion.

# Solid Growth, Sustainable Prosperity

## *Financial Overview*

First and foremost, we extend our deepest gratitude to our sponsors, donors, and grantors who have played a crucial role in sustaining and advancing our mission. The WBC is funded by part by a cooperative agreement with the U.S Small Business Administration and administered by Community Ventures. The financial support from all our stakeholders dramatically plays a critical role in our entrepreneurial economies across Kentucky.

For historical context, the WBC Program has not been re-authorized for over 20 years, since it was originally authorized in 1988; this provides financial challenges for most WBCs across the country as our budget constraints limit our abilities to excel in the modern economy. While modernization is needed and necessary, it is imperative that the WBC of Kentucky seeks current opportunities for financial support to meet the increasing demand of assisting aspiring female entrepreneurs and women-owned businesses.

As valued stewards of the WBC of Kentucky, we invite and encourage each of you to actively seek and champion financial opportunities that will contribute to the growth and sustainability of our vital organization. Your expertise, influence, and commitment are integral in securing the resources needed to empower women entrepreneurs, drive economic impact, and foster innovation in our community.

By actively engaging with potential donors, sponsors, and funding partners, you play a pivotal role in expanding our financial foundation, ensuring the continued success of the programs and initiatives that make a meaningful difference in the lives of women business owners. Your dedication to seeking and securing financial support will amplify our impact, enabling us to reach new heights of service and excellence.

# Empowering Clients, Driving Results



# Empowering Clients, Driving Results



“Working with the WBC of Kentucky has been an incredible experience. Having a coach in your corner to bounce ideas off of, provide you with resources and be a cheerleader for your brand is a game changer. My business would not be where it is today without the WBC. I encourage any woman, no matter the stage of her business, to engage with the WBC.”

**Julia Hayman**  
Banquet & Feast



“The Women’s Business Center of Kentucky is very resourceful and wants to give you information and they opened a lot of doors of opportunity for me.”

**Melanie Day**  
You’ve Got Curls & Hair Loss Center



Gain insights into our strategic direction, growth prospects, and upcoming initiatives as we look towards an exciting future.

# Envisioning Tomorrow, Embracing Opportunities



# Envisioning Tomorrow

## Embracing Opportunities

### *Looking Ahead*

As we reflect on 2023, we look forward with optimism and determination. Our commitment to fostering an inclusive and thriving ecosystem for women-owned businesses remains unwavering. In the coming year, we plan to expand our reach across regions of Kentucky, while maintaining our foundation in Lexington and Louisville.

We plan to train and advise at least of 250 unique clients (start-ups and established businesses); of those, at least 45 will start a new small business and at least 28 will obtain needed capital from public or private sources (including lines of credit, grants, loans, and/or fully amortizing debt).

The WBC of Kentucky is excited to partner again with Truist Bank and host 3 Women in Business Expos: London (March 2024), Morehead (October 2024), and Louisville (November 2024 for the 2nd annual pitch competition). Lexington as a possible 4th location, yet to be determined.

Our Strong Women Strong Coffee event will be hosted monthly in Lexington, Louisville, Owensboro and quarterly in Morehead with planning in the works for similar events in Campbellsville, Bowling Green, and Paducah. With this staple event, we are seeking sponsorship opportunities to strengthen and grow this developmental series.





# Gratitude, Collaboration, and Continued Success



# Gratitude, Collaboration, & Continued Success

## *Thank You*

To our advisory board, sponsors, partners, team members, and the entire community, thank you for your unwavering support.

Together, we are building a future where women entrepreneurs in Kentucky can flourish and achieve their dreams.

We appreciate your ongoing commitment to the Women's Business Center of Kentucky and look forward to collectively advancing our mission across the Commonwealth.

Sincerely,



Devanny King

Executive Director, Women's Business Center of Kentucky





# Women's Business Center OF KENTUCKY

 [www.wbckentucky.org](http://www.wbckentucky.org)

 859-231-0054

 [devanny.king@cvky.org](mailto:devanny.king@cvky.org)

 @wbckentucky

 1450 Broadway Lexington, KY





# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0588-25**

**File ID:** 0588-25

**Type:** Resolution

**Status:** Approved

**Version:** 1

**Contract #:**

**In Control:** Urban County Council

**File Created:** 06/09/2025

**File Name:** Bespoken KBI Blue Sheet

**Final Action:** 07/01/2025

**Title:** A Resolution approving the granting of an inducement to Bespoken Spirits, Inc., or its successor or affiliate, pursuant to the Ky. Business Investment Act (KRS Subchapter 154.32), whereby the Lexington-Fayette Urban County Government agrees to rebate annually one percent (1%) of the Company's occupational license fees for a term of no longer than ten (10) years from the activation date, subject to the limitations contained in the Act and any Agreement with the Ky. Economic Development Finance Authority or the Urban County Government related to the project, and taking other related action. [Mayor's Office, Atkins]

**Notes:**

**Sponsors:**

**Enactment Date:** 07/01/2025

**Attachments:** Bespoken KBI Blue Sheet June 2025, RESO 588-25-  
Bespoken KBI 4918-9630-0112 v.1.docx,  
R-314-2025

**Enactment Number:** R-314-2025

**Deed #:**

**Hearing Date:**

**Drafter:** Troy Black

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	06/24/2025	Approved and Referred to Docket	Urban County Council	06/26/2025		Pass
1	Urban County Council	06/26/2025	Received First Reading	Urban County Council	07/01/2025		
1	Urban County Council	07/01/2025	Approved				Pass

### Text of Legislative File 0588-25

**Title**

A Resolution approving the granting of an inducement to Bespoken Spirits, Inc., or its successor or affiliate, pursuant to the Ky. Business Investment Act (KRS Subchapter

154.32), whereby the Lexington-Fayette Urban County Government agrees to rebate annually one percent (1%) of the Company's occupational license fees for a term of no longer than ten (10) years from the activation date, subject to the limitations contained in the Act and any Agreement with the Ky. Economic Development Finance Authority or the Urban County Government related to the project, and taking other related action. [Mayor's Office, Atkins]

**Summary**

Authorization to allow an inducement to Bespoken Spirits, Inc. as local participation in the Kentucky Business Investment (KBI) Program, which includes a 10-year local 1% wage assessment through KBI. The project will allow the Co. to make supply chain improvements and enable on-site distribution of spirits. No Budgetary impact. (L0588-25)(Atkins)

Budgetary Implications [select]: Yes

Advance Document Review:

**Law:** { Yes, Completed by [Evan Thompson, 6/9/2025]}

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

Fully Budgeted [select]: Yes

Account Number: NA

This Fiscal Year Impact: Revenue to be rebated. Tax expenditure, not actual cost

Annual Impact: Revenue to be rebated. Tax expenditure, not actual cost

Project:

Activity:

Budget Reference:

Current Balance:



**TO: Linda Gorton  
Mayor**

**FROM: Kevin Atkins  
Chief Development Officer**

**DATE: June 9, 2025**

**RE: Approve agreement with Bespoken Spirits, Inc. to participate in the Kentucky Business Investment Program**

**Request:**

Authorization to allow an inducement to Bespoken Spirits, Inc. as local participation in the Kentucky Business Investment (KBI) Program, which includes a 10-year local 1% wage assessment through KBI. The project will allow the company to make supply chain improvements and enable on-site distribution of spirits.

**Why are you requesting:**

The Kentucky Economic Development Finance Authority (KEDFA) has given Bespoken Spirits, Inc. preliminary approval to participate in the KBI Program. The KBI Program requests that the state and local government enter into a 10-year agreement with the approved company under which the business can recover up to 100% of its start-up and equipment costs through Kentucky corporate income tax credits and a wage assessment fee of up to 3.4%. The company plans to create 16 new jobs with an average wage of approximately \$147,000.00 per year including benefits. Bespoken Spirits, Inc. plans to invest more than \$3 million in lease, building improvements, equipment and start-up costs.

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

The cost for FY2025 is: Revenue to be rebated. Tax expenditure, not actual cost

The cost for future FY is: Revenue to be rebated. Tax expenditure, not actual cost

**Are the funds budgeted?**

N/A

**Director/Commissioner:**

Kevin Atkins



RESOLUTION NO. \_\_\_\_ - 2025

A RESOLUTION APPROVING THE GRANTING OF AN INDUCEMENT TO BESPOKEN SPIRITS, INC., OR ITS SUCCESSOR OR AFFILIATE, PURSUANT TO THE KENTUCKY BUSINESS INVESTMENT ACT (KRS SUBCHAPTER 154.32), WHEREBY THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT AGREES TO REBATE ANNUALLY ONE PERCENT (1%) OF THE COMPANY'S OCCUPATIONAL LICENSE FEES FOR A TERM OF NO LONGER THAN TEN (10) YEARS FROM THE ACTIVATION DATE, SUBJECT TO THE LIMITATIONS CONTAINED IN THE ACT AND ANY AGREEMENT WITH THE KENTUCKY ECONOMIC DEVELOPMENT FINANCE AUTHORITY OR THE URBAN COUNTY GOVERNMENT RELATED TO THE PROJECT, AND TAKING OTHER RELATED ACTION.

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WHEREAS, the General Assembly has created the Kentucky Business Investment Program pursuant to KRS Subchapter 154.32 (the "Act") to induce the creation of certain qualifying projects that would create jobs in Kentucky; and

WHEREAS, the Kentucky Economic Development Finance Authority has preliminarily approved the participation of Bespoken Spirits, Inc., in the Kentucky Business Investment Program (the "Program"); and

WHEREAS, the Council of the Lexington-Fayette Urban County Government is willing to approve the granting of an inducement to Bespoken Spirits, Inc. (or its successor or affiliate), pursuant to the Act, whereby it would rebate annually to the Company one percent (1%) of the occupational license fee that would otherwise be due to it related to the employees who meet the requirements of the Program, which shall be retained by Bespoken Spirits, Inc., for a term of no longer than ten (10) years from the activation date established by the Program, subject to the limitations contained in the Act and any agreement.

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

Section 1 – That the preamble to this Resolution is incorporated herein as if set out in full.

Section 2 – That the granting of an inducement to Bespoken Spirits, Inc., or its successor or affiliate as may be approved by the Kentucky Economic Development Finance Authority initially or in the future ("the Company"), be and hereby is approved pursuant to the Kentucky Business Investment Program of the Kentucky Jobs Development Act (KRS Subchapter 154.32).



Section 3 – That pursuant to the Kentucky Business Investment Program and KRS 154.32-090, the Lexington-Fayette Urban County Government hereby agrees rebate annually to the Company one percent (1%) of the occupational license fee due from and remitted by the Company from the wages of those employees whose jobs meet the criteria related to the qualifying project under the program (as determined by the Kentucky Economic Development Finance Authority), for a term of no longer than ten (10) years from the activation date established by the program, subject to the limitations contained in the Act, any agreement the Company has with the Authority or the Lexington-Fayette Urban County Government related to the project, and the submission of necessary documentation.

Section 4 – That the Mayor, the Clerk of the Urban County Council, and other appropriate officers and employees of the Urban County Government are hereby authorized to execute, acknowledge and deliver any agreements, documents and such other instruments and papers and to take such other actions as may be necessary or desirable, on behalf of the Lexington-Fayette Urban County Government, to effect the transactions authorized above.

Section 5 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL:

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MAYOR

ATTEST:

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CLERK OF URBAN COUNTY COUNCIL

0588-25:EPT\_4918-9630-0112, v. 1

RESOLUTION NO. 314-2025

A RESOLUTION APPROVING THE GRANTING OF AN INDUCEMENT TO BESPOKEN SPIRITS, INC., OR ITS SUCCESSOR OR AFFILIATE, PURSUANT TO THE KENTUCKY BUSINESS INVESTMENT ACT (KRS SUBCHAPTER 154.32), WHEREBY THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT AGREES TO REBATE ANNUALLY ONE PERCENT (1%) OF THE COMPANY'S OCCUPATIONAL LICENSE FEES FOR A TERM OF NO LONGER THAN TEN (10) YEARS FROM THE ACTIVATION DATE, SUBJECT TO THE LIMITATIONS CONTAINED IN THE ACT AND ANY AGREEMENT WITH THE KENTUCKY ECONOMIC DEVELOPMENT FINANCE AUTHORITY OR THE URBAN COUNTY GOVERNMENT RELATED TO THE PROJECT, AND TAKING OTHER RELATED ACTION.

---

WHEREAS, the General Assembly has created the Kentucky Business Investment Program pursuant to KRS Subchapter 154.32 (the "Act") to induce the creation of certain qualifying projects that would create jobs in Kentucky; and

WHEREAS, the Kentucky Economic Development Finance Authority has preliminarily approved the participation of Bespoken Spirits, Inc., in the Kentucky Business Investment Program (the "Program"); and

WHEREAS, the Council of the Lexington-Fayette Urban County Government is willing to approve the granting of an inducement to Bespoken Spirits, Inc. (or its successor or affiliate), pursuant to the Act, whereby it would rebate annually to the Company one percent (1%) of the occupational license fee that would otherwise be due to it related to the employees who meet the requirements of the Program, which shall be retained by Bespoken Spirits, Inc., for a term of no longer than ten (10) years from the activation date established by the Program, subject to the limitations contained in the Act and any agreement.

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

Section 1 – That the preamble to this Resolution is incorporated herein as if set out in full.

Section 2 – That the granting of an inducement to Bespoken Spirits, Inc., or its successor or affiliate as may be approved by the Kentucky Economic Development Finance Authority initially or in the future ("the Company"), be and hereby is approved pursuant to the Kentucky Business Investment Program of the Kentucky Jobs Development Act (KRS Subchapter 154.32).

Section 3 – That pursuant to the Kentucky Business Investment Program and KRS 154.32-090, the Lexington-Fayette Urban County Government hereby agrees rebate annually to the Company one percent (1%) of the occupational license fee due from and remitted by the Company from the wages of those employees whose jobs meet the criteria related to the qualifying project under the program (as determined by the Kentucky Economic Development Finance Authority), for a term of no longer than ten (10) years from the activation date established by the program, subject to the limitations contained in the Act, any agreement the Company has with the Authority or the Lexington-Fayette Urban County Government related to the project, and the submission of necessary documentation.

Section 4 – That the Mayor, the Clerk of the Urban County Council, and other appropriate officers and employees of the Urban County Government are hereby authorized to execute, acknowledge and deliver any agreements, documents and such other instruments and papers and to take such other actions as may be necessary or desirable, on behalf of the Lexington-Fayette Urban County Government, to effect the transactions authorized above.

Section 5 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: July 1, 2025

*Linda Gorton*

\_\_\_\_\_  
MAYOR

ATTEST:

*[Signature]*

\_\_\_\_\_  
CLERK OF URBAN COUNTY COUNCIL

0588-25:EPT\_4918-9630-0112, v. 1



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0589-25**

**File ID:** 0589-25

**Type:** Resolution

**Status:** Approved

**Version:** 1

**Contract #:** 001-2024

**In Control:** Urban County Council

**File Created:** 06/09/2025

**File Name:** Town Branch Park Access Improvements Contract Modification No. 2- Strand

**Final Action:** 07/01/2025

**Title:**

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 2 to the Agreement with Strand Associates Inc., for engineering services for the Town Branch Park Access Improvements Project, increasing the Contract price by the sum of \$50,000, from \$150,000 to \$200,000. [Div. of Engineering, Burton]

**Notes:** Stamped and filed in the CCO. Returned to Mark Fiebes 7/9/2025. MS

**Sponsors:**

**Enactment Date:** 07/01/2025

**Attachments:** TB Park Access Improvement Contract Mod #2 Memo.docx, TB Park Access - Contract Modification #2 - Bluesheet Ready.pdf, 589-25 strand 4926-3861-5886 v.1.docx, R-315-2025, 001-2024 - 028-2024 - CONTRACT - 2025 - CLK - Contracts - 7-10-2025

**Enactment Number:** R-315-2025

**Deed #:**

**Hearing Date:**

**Drafter:** Sara Burd

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	06/24/2025	Approved and Referred to Docket	Urban County Council	06/26/2025		Pass
1	Urban County Council	06/26/2025	Received First Reading	Urban County Council	07/01/2025		
1	Urban County Council	07/01/2025	Approved				Pass

### Text of Legislative File 0589-25

**Title**

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 2 to the Agreement with Strand Associates Inc., for engineering services for the Town Branch Park Access Improvements Project, increasing the Contract price by

the sum of \$50,000, from \$150,000 to \$200,000. [Div. of Engineering, Burton]

**Summary**

Authorization to execute Contract Modification No.2, with Strand Associates Inc., for additional construction phase engineering services for the Town Branch Park Access Improvements Project, for a total not-to-exceed amount of \$50,000. This action is needed to obtain additional engineering services to cover an extended construction period. (L0589-25) (Burton/Albright)

Budgetary Implications: Yes

Advance Document Review:

**Law:** Y, Michael R. Sanner, May 29, 2025

**Risk Management:** No

Fully Budgeted: Yes

Account Number: 1105-303202-3251-91715

This Fiscal Year Impact: \$50,000

Annual Impact: N/A

Project: TB\_PARK2\_2023

Activity: CONSTRUCT\_CAP

Budget Reference: 2023

Current Balance: \$1,766,307.15



TO: Mayor Linda Gorton  
Urban County Council

FROM: Doug Burton, Director  
Division of Engineering

DATE: June 9, 2025

SUBJECT: Town Branch Park Access Improvements Project  
Engineering Services Contract Modification No.2  
Contract 001-2024

**Request:**

Request Council authorization to execute Contract Modification No.2, with Strand Associates Inc., for additional construction phase engineering services for the Town Branch Park Access Improvements Project, for a total not-to-exceed amount of \$50,000.

**Purpose of Request:**

The LFUCG Division of Engineering needs this action to obtain additional engineering support to cover an extended construction period due to unforeseen field conditions, and to prepare plans and specifications for minor field changes.

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

The cost for this FY is: \$50,000.00  
 The cost for future FY is: N/A

**Are the funds budgeted?**

Yes, the funds are budgeted in in the following accounts:

Fund	Dept ID	Sec	Acct	Project
1105	303202	3251	91715	TB_PARK2_2023

**File Number: 0589-25**

**Director/Commissioner: Burton/Albright**



**LEXINGTON-FAYETTE URBAN COUNTY  
GOVERNMENT CONTRACT MODIFICATION Page**

1

Stand Associates  
651 Perimeter Road #220  
Lexington, KY 40517





Date:	May 27, 2025
Project:	Town Branch Park Access Improvements Project
Location:	Manchester Street - High to Oliver Lewis Way
Contract No.	001-2024
Original Contract Amt.	\$100,000.00
Cumulative Amt of Previous COs	\$50,000.00
Percent Change - Previous COs	50.00%
Total Contract Amt Prior to this CO	\$150,000.00
Contract Modification No.	2

You are hereby requested to comply with the following changes from the contract plans and specification;

**Current Change Order**

Description of changes-quantities, unit prices, change in completion date, etc.	Decrease in contract price	Increase in contract price
Total decrease	\$0.00	
Total increase		\$50,000.00
Net Amount of this Change Order	\$50,000.00	
New Contract Amount Including this CO	\$200,000.00	
Percent Change - This Change Order		50.00%
Percent Change - All Change Orders		100.00%

The time for completion is task dependent and shall be per the Strand Proposal dated 5/23/25.

Recommended by		(Proj. Engr.)	Date	05/29/25
Accepted by		(Contractor)		6/2/25
Approved by		(Director - Div. of Engineering)		6/6/25
Approved by		(Commissioner - EQPW)		6/9/25
Approved by		(Mayor)		

**JUSTIFICATION FOR CHANGE**

PROJECT: Town Branch Park Access Improvements Project

CONTRACT NO. 001-2024

CONTRACT MODIFICATION NO.: 2

1. Necessity for change: Multiple issues related to the subject project have led to the need for additional engineering services. These are:
  - Provide additional construction phase engineering support to cover an extended construction period due to unforeseen field conditions.
  - Evaluation and preparation of a design drawings to address a long-term history of poor roadway drainage within the project extents on W. High St.
  - Evaluation of and engineering support for rejected speed table construction work to ensure the reworking is performed according to plans and specifications.
  - Prepare engineering design drawings for restoration of the exposed south abutment of the former Jefferson Street bridge.
  - Provide project close-out assistance.
2. Is proposed change an alternate bid? \_\_\_Yes \_\_\_x\_\_\_No
3. Will proposed change alter the physical size of the project? \_\_\_Yes \_\_\_x\_\_\_No  
If "Yes", explain.
4. Effect of this change on other prime contractors: N/A
5. Has consent of surety been obtained? \_\_\_Yes \_\_\_x\_\_\_Not Necessary
6. Will this change affect expiration or extent of insurance coverage? \_\_\_Yes \_\_\_x\_\_\_No  
If "Yes", will the policies be extended? \_\_\_Yes \_\_\_No
7. Effect on operation and maintenance costs: N/A
8. Effect on contract completion date: N/A

\_\_\_\_\_  
Mayor\_\_\_\_\_  
Date



**CONTRACT HISTORY FORM**

Project Name: Town Branch Park Access Improvements Project

Contractor: Strand Associates

Contract Number and Date: 001-2024 05/27/25

Responsible LFUCG Division: Engineering




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**CONTRACT AND MODIFICATION DETAILS**

A. Original Contract Amount:	\$	<u>100,000.00</u>	
Next Lowest Bid Amount:			
B. Amount of Selected Alternate or Phase:	\$	<u></u>	
C. Cumulative Amount of All Previous Alternates or Phases:	\$	<u>100,000.00</u>	
D. Amended Contract Amount:	\$	<u>100,000.00</u>	
E. Cumulative Amount of All Previous Change Orders:	\$	<u>50,000.00</u>	<u>50.0%</u> <small>(Line E / Line D)</small>
F. Amount of This Change Order:	\$	<u>50,000.00</u>	<u>50.0%</u> <small>(Line F / Line D)</small>
G. Total Contract Amount:	\$	<u>200,000.00</u>	

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**SIGNATURES**

Project Manager:	<u></u>	Date: <u>06/06/25</u>
Reviewed by:	<u></u>	Date: <u>06/06/25</u>
Division Director:	<u></u>	Date: <u>6/6/25</u>

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OLIVER LEWIS WAY

COX ST

HERLIHY ST

MANCHESTER ST

TY CT

W HIGH ST

W MAXWELL ST

MADISON PL

MERINO ST



**LEXINGTON**

DIVISION OF ENGINEERING

**PROJECT LOCATION MAP**  
TOWN BRANCH PARK  
ACCESS IMPROVEMENTS  
PROJECT LIMITS

11/06/2023  
DATE

C:\INGDATA\TECHDESIGN\LOCKHART\Land Projects 2023\Town Branch park access improvements Site Location Plan Master 11/06/2023.dwg, 11/06/2023 9:15:01 AM, KONICA MINO TA C368SeriesP5



**Strand Associates, Inc.®**  
651 Perimeter Drive, Suite 220  
Lexington, KY 40517  
(P) 859.225.8500  
www.strand.com

May 23, 2025

Mr. Mark Feibes, P.E., Design and Construction Section Manager  
Lexington-Fayette Urban County Government, Division of Engineering  
101 East Vine Street, 4th Floor  
Lexington, KY 40507

Re: Town Branch Park Public Access Improvements Project (Project)  
Lexington-Fayette Urban County Government, Kentucky (LFUCG)

Dear Mark,

Strand Associates, Inc.® (Strand) is providing construction-related services to support LFUCG in finishing the Project. Strand has reached its currently approved billing limit. Strand is requesting to increase its current billing limit by \$50,000 to provide the following additional services for the Project.

1. Continue with 2 months of additional construction-related services.
2. Develop West High Street conceptual drainage alternatives for LFUCG's review and approval.
3. Perform a topographic survey of West High Street, extending from 811 West High to Merino Street.
4. Prepare a design revision to the Project to install header curb along the north side of West High Street.
5. Prepare a separate drawing deliverable for LFUCG's selected West High Street drainage concept. The drawing deliverable is anticipated to be used by LFUCG, and LFUCG will provide technical specifications or a unit price contract to procure a contractor.
6. Provide comments on a contractor-constructed speed table and proposed modifications for general conformance with the construction documents.
7. Prepare a drawing to modify the existing abutment for LFUCG's review and approval.
8. Assist with closing out the Project.

If you have any questions or comments, please call 859-225-8500.

Sincerely,

STRAND ASSOCIATES, INC.®

Chase K. Wright, P.E.

CKW:ms2\S:\LEX\2800-2899\2815\333\Project Mgmt\Agreements\Additional Service Request Letter.052325.docx



## Request for Supplemental Design Services West High Street Drainage

The Lexington-Fayette Urban County Government (LFUCG), is requesting a letter proposal from Strand Associates for engineering services to evaluate drainage conditions on West High Street between Merino Street and Madison Place, and to prepare plans and specifications for a constructable solution. Services will be furnished through a Contract Modification to the current Engineering Services Agreement for the Town Branch Park Access Improvements Project.

### Project Background

Rainwater ponds on West High Street between Merino Street and Madison Place in two locations: The SE corner of Madison Place and W. High Street; and the south side of W. High Street, in front of the entrance to 718 W. High Street (Community Action Council parking lot).

On the north side of W. High Street across from Madison Place rainwater drains from the roadway onto the adjacent properties at 733 and 735 W High Street, and channels down the hill between the two residences.

### Project Scope

This task will entail the following:

1. Supplement field data developed for the Town Branch Access Improvements Project, as needed to develop a detailed base plan. Additional data may include LFUCG GIS data: mapping including parcel lines, aerial photography, and existing infrastructure. Conduct additional field survey as needed.
2. Develop a conceptual plan, or conceptual alternates if applicable, to correct the drainage issues with a design goal of a 10-year storm. Identify critical issues, including the need for ROW or temporary easements, utility conflicts, constructability challenges, etc. Prepare a preliminary opinion of probable construction cost. Plans and narrative may be provided in a letter format report.
3. Meet with Engineering staff on-site to discuss the concept(s) developed.
4. With approval of the selected solution by Engineering staff, proceed with preparation of plans, technical specifications, and a final opinion of probable construction cost.



**Schedule and Completion**

The Consultant shall complete all phases of the project within 30 calendar days of a Notice to Proceed.

**Exhibits:** Photos

This request with exhibits are submitted to Strand Associates on 05/07/25 via e-mail: M. Feibes to C. Wright.

718 W. High St



Intersection of Madison Place and W. High St.



Flow channel between 733 and 735 W. High St.





RESOLUTION NO. \_\_\_\_\_ - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER NO. 2 TO THE AGREEMENT WITH STRAND ASSOCIATES INC., FOR ENGINEERING SERVICES FOR THE TOWN BRANCH PARK ACCESS IMPROVEMENTS PROJECT, INCREASING THE CONTRACT PRICE BY THE SUM OF \$50,000.00, FROM \$150,000.00 TO \$200,000.00.

---

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 Change Order No. 2, which is attached hereto and incorporated herein by reference, to the Agreement with Strand Associates Inc., for engineering services for the Town Branch Park Access Improvements Project, increasing the contract price by the sum of \$50,000.00, from \$150,000.00 to \$200,000.00.

Section 2 – That an amount, not to exceed the sum of \$50,000.00, be and hereby is approved for payment to Strand Associates Inc., from account #1105-303202-91715, pursuant to the terms of the Change Order.

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

PASSED URBAN COUNTY COUNCIL:

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MAYOR

ATTEST:

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CLERK OF URBAN COUNTY COUNCIL

589-25:MRS:4926-3861-5886, v. 1

RESOLUTION NO. 315 - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER NO. 2 TO THE AGREEMENT WITH STRAND ASSOCIATES INC., FOR ENGINEERING SERVICES FOR THE TOWN BRANCH PARK ACCESS IMPROVEMENTS PROJECT, INCREASING THE CONTRACT PRICE BY THE SUM OF \$50,000.00, FROM \$150,000.00 TO \$200,000.00.

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 Change Order No. 2, which is attached hereto and incorporated herein by reference, to the Agreement with Strand Associates Inc., for engineering services for the Town Branch Park Access Improvements Project, increasing the contract price by the sum of \$50,000.00, from \$150,000.00 to \$200,000.00.

Section 2 – That an amount, not to exceed the sum of \$50,000.00, be and hereby is approved for payment to Strand Associates Inc., from account #1105-303202-91715, pursuant to the terms of the Change Order.

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

PASSED URBAN COUNTY COUNCIL: July 1, 2025

*Linda Gorton*

MAYOR

ATTEST:

*[Signature]*

CLERK OF URBAN COUNTY COUNCIL

589-25:MRS:4926-3861-5886, v. 1

**LEXINGTON-FAYETTE URBAN COUNTY  
GOVERNMENT CONTRACT MODIFICATION Page**

1

Stand Associates

651 Perimeter Road #220

Lexington, KY 40517


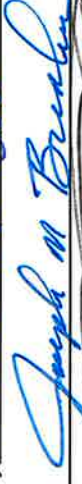



Date:	May 27, 2025
Project:	Town Branch Park Access Improvements Project
Location:	Manchester Street - High to Oliver Lewis Way
Contract No.	001-2024
Original Contract Amt.	\$100,000.00
Cumulative Amt of Previous COs	\$50,000.00
Percent Change - Previous COs	50.00%
Total Contract Amt Prior to this CO	\$150,000.00
Contract Modification No.	2

You are hereby requested to comply with the following changes from the contract plans and specification;

**Current Change Order**

Description of changes-quantities, unit prices, change in completion date, etc.	Decrease in contract price	Increase in contract price
Total decrease	\$0.00	
Total increase		\$50,000.00
Net Amount of this Change Order	\$50,000.00	
New Contract Amount Including this CO	\$200,000.00	
Percent Change - This Change Order		50.00%
Percent Change - All Change Orders		100.00%

The time for completion is task dependent and shall be per the Strand Proposal dated 5/23/25.

Recommended by		(Proj. Engr.)	Date	05/29/25
Accepted by		(Contractor)		6/2/25
Approved by		(Director - Div. of Engineering)		6/6/25
Approved by		(Commissioner - EQPW)		6/9/25
Approved by		(Mayor)		7/9/2025

**JUSTIFICATION FOR CHANGE**

PROJECT: Town Branch Park Access Improvements Project  
 CONTRACT NO. 001-2024  
 CONTRACT MODIFICATION NO.: 2

1. Necessity for change: Multiple issues related to the subject project have led to the need for additional engineering services. These are:
  - Provide additional construction phase engineering support to cover an extended construction period due to unforeseen field conditions.
  - Evaluation and preparation of a design drawings to address a long-term history of poor roadway drainage within the project extents on W. High St.
  - Evaluation of and engineering support for rejected speed table construction work to ensure the reworking is performed according to plans and specifications.
  - Prepare engineering design drawings for restoration of the exposed south abutment of the former Jefferson Street bridge.
  - Provide project close-out assistance.
2. Is proposed change an alternate bid? \_\_\_Yes \_\_\_x\_\_\_No
3. Will proposed change alter the physical size of the project? \_\_\_Yes \_\_\_x\_\_\_No  
 If "Yes", explain.
4. Effect of this change on other prime contractors: N/A
5. Has consent of surety been obtained? \_\_\_Yes \_\_\_x\_\_\_Not Necessary
6. Will this change affect expiration or extent of insurance coverage? \_\_\_Yes \_\_\_x\_\_\_No  
 If "Yes", will the policies be extended? \_\_\_Yes \_\_\_No
7. Effect on operation and maintenance costs: N/A
8. Effect on contract completion date: N/A

*Rinda Gorton*

\_\_\_\_\_  
 Mayor

*7/9/2025*  
 \_\_\_\_\_  
 Date

**CONTRACT HISTORY FORM**

Project Name: Town Branch Park Access Improvements Project

Contractor: Strand Associates

Contract Number and Date: 001-2024 05/27/25

Responsible LFUCG Division: Engineering

**CONTRACT AND MODIFICATION DETAILS**

A. Original Contract Amount:	\$	<u>100,000.00</u>	
Next Lowest Bid Amount:			
B. Amount of Selected Alternate or Phase:	\$	<u>                    </u>	
C. Cumulative Amount of All Previous Alternates or Phases:	\$	<u>100,000.00</u>	
D. Amended Contract Amount:	\$	<u>100,000.00</u>	
E. Cumulative Amount of All Previous Change Orders:	\$	<u>50,000.00</u>	<u>50.0%</u> <small>(Line E / Line D)</small>
F. Amount of This Change Order:	\$	<u>50,000.00</u>	<u>50.0%</u> <small>(Line F / Line D)</small>
G. Total Contract Amount:	\$	<u>200,000.00</u>	

**SIGNATURES**

Project Manager: 

Date: 06/06/25

Reviewed by: 

Date: 06/06/25

Division Director: 

Date: 6/6/25


**Strand Associates, Inc.®**

651 Perimeter Drive, Suite 220

Lexington, KY 40517

(P) 859.225.8500

[www.strand.com](http://www.strand.com)

May 23, 2025

Mr. Mark Feibes, P.E., Design and Construction Section Manager  
 Lexington-Fayette Urban County Government, Division of Engineering  
 101 East Vine Street, 4th Floor  
 Lexington, KY 40507

Re: Town Branch Park Public Access Improvements Project (Project)  
 Lexington-Fayette Urban County Government, Kentucky (LFUCG)

Dear Mark,

Strand Associates, Inc.® (Strand) is providing construction-related services to support LFUCG in finishing the Project. Strand has reached its currently approved billing limit. Strand is requesting to increase its current billing limit by \$50,000 to provide the following additional services for the Project.

1. Continue with 2 months of additional construction-related services.
2. Develop West High Street conceptual drainage alternatives for LFUCG's review and approval.
3. Perform a topographic survey of West High Street, extending from 811 West High to Merino Street.
4. Prepare a design revision to the Project to install header curb along the north side of West High Street.
5. Prepare a separate drawing deliverable for LFUCG's selected West High Street drainage concept. The drawing deliverable is anticipated to be used by LFUCG, and LFUCG will provide technical specifications or a unit price contract to procure a contractor.
6. Provide comments on a contractor-constructed speed table and proposed modifications for general conformance with the construction documents.
7. Prepare a drawing to modify the existing abutment for LFUCG's review and approval.
8. Assist with closing out the Project.

If you have any questions or comments, please call 859-225-8500.

Sincerely,

STRAND ASSOCIATES, INC.®

Chase K. Wright, P.E.

MAYOR LINDA GORTON

DOUG BURTON  
DIRECTOR  
ENGINEERING

### **Request for Supplemental Design Services West High Street Drainage**

The Lexington-Fayette Urban County Government (LFUCG), is requesting a letter proposal from Strand Associates for engineering services to evaluate drainage conditions on West High Street between Merino Street and Madison Place, and to prepare plans and specifications for a constructable solution. Services will be furnished through a Contract Modification to the current Engineering Services Agreement for the Town Branch Park Access Improvements Project.

#### **Project Background**

Rainwater ponds on West High Street between Merino Street and Madison Place in two locations: The SE corner of Madison Place and W. High Street; and the south side of W. High Street, in front of the entrance to 718 W. High Street (Community Action Council parking lot).

On the north side of W. High Street across from Madison Place rainwater drains from the roadway onto the adjacent properties at 733 and 735 W High Street, and channels down the hill between the two residences.

#### **Project Scope**

This task will entail the following:

1. Supplement field data developed for the Town Branch Access Improvements Project, as needed to develop a detailed base plan. Additional data may include LFUCG GIS data: mapping including parcel lines, aerial photography, and existing infrastructure. Conduct additional field survey as needed.
2. Develop a conceptual plan, or conceptual alternates if applicable, to correct the drainage issues with a design goal of a 10-year storm. Identify critical issues, including the need for ROW or temporary easements, utility conflicts, constructability challenges, etc. Prepare a preliminary opinion of probable construction cost. Plans and narrative may be provided in a letter format report.
3. Meet with Engineering staff on-site to discuss the concept(s) developed.
4. With approval of the selected solution by Engineering staff, proceed with preparation of plans, technical specifications, and a final opinion of probable construction cost.



101 East Vine St, Suite 400 Lexington, KY 40507 / 859.258.3410 Phone / 859.258.3458 Fax / [lexingtonky.gov](http://lexingtonky.gov)



**Schedule and Completion**

The Consultant shall complete all phases of the project within 30 calendar days of a Notice to Proceed.

**Exhibits:** Photos

This request with exhibits are submitted to Strand Associates on 05/07/25 via e-mail: M. Feibes to C. Wright.



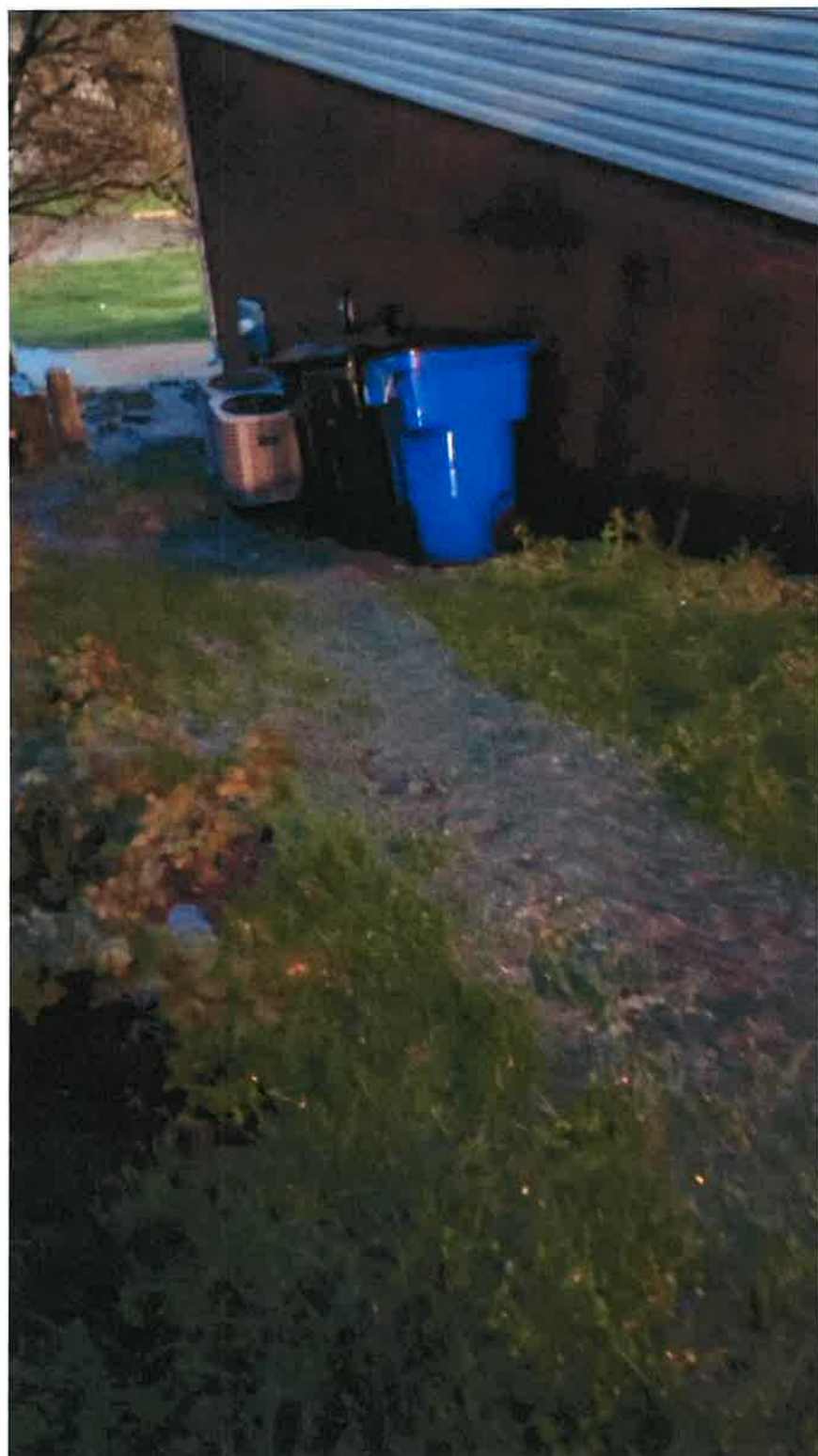
718 W. High St



Intersection of Madison Place and W. High St.



Flow channel between 733 and 735 W. High St.





# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0593-25**

**File ID:** 0593-25

**Type:** Resolution

**Status:** Approved

**Version:** 1

**Contract #:** 183-2025

**In Control:** Urban County Council

**File Created:** 06/10/2025

**File Name:** Waverly Park Art Project

**Final Action:** 06/26/2025

**Title:** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement with Friends of Waverly Park with the Friends of the Parks in Fayette Co., Inc. as Fiscal Agent, to fund a Public Art Project, with funds from the Percent for Art Fund, through the Public Art Commission's Collaborative Grant Program, in an amount not to exceed \$30,020. [Mayor's Office, Lyons]

**Notes:** rio 6/24/2025. ms

SAF in the CCO. Returned to Heather via scans 7/2/2025. MS

**Sponsors:**

**Enactment Date:** 06/26/2025

**Attachments:** Waverly Park council memo, Final - Waverly Park Draft of Contract .1 . 4917-1476-9737, Final - Signed and notarized Waverly Park contract, RESO 0593-25 - Waverly Park Art Project 4933-9015-8416 v.1.docx, R-304-2025, 183-2025 - 304-2025 - CONTRACT - 2025 - CLK - Contracts - 6-7-2025, Contract #183-2025 -Friends of the Parks

**Enactment Number:** R-304-2025

**Deed #:**

**Hearing Date:**

**Drafter:**

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	06/24/2025	Approved and Referred to Docket	Urban County Council	06/26/2025		Pass
1	Urban County Council	06/26/2025	Received First Reading	Urban County Council	06/26/2025		
1	Urban County Council	06/26/2025	Suspended Rules for Second Reading				Pass
1	Urban County Council	06/26/2025	Approved				Pass

### Text of Legislative File 0593-25

**Title**

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement with Friends of Waverly Park with the Friends of the Parks in Fayette Co., Inc. as Fiscal Agent, to fund a Public Art Project, with funds from the Percent for Art Fund, through the Public Art Commission's Collaborative Grant Program, in an amount not to exceed \$30,020. [Mayor's Office, Lyons]

**Summary**

Authorization to provide funding support to a Public Art Project at Waverly Park, to be created by artist Shelley Graham-Greene in the amount of \$30,020.00. Funds are Budgeted. (L0593-25)(Lyons/Scott)

Budgetary Implications [select]: Yes

Advance Document Review:

**Law:** { Select Yes, Completed by [Tiffany Holskey, 6/6/2025]}

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

Fully Budgeted [select]: Yes

Account Number: 2613-134201-1428-71299

This Fiscal Year Impact: \$30,020.00

Annual Impact: \$N/A

Project: PUBLIC\_ART\_2023

Activity: ARTS

Budget Reference: 2023

Current Balance: \$ 431,181.80



TO: Mayor Linda Gorton  
Urban County Council Members

FROM: Heather Lyons, Mayor's Office

CC: Tyler Scott, Chief of Staff

DATE: June 6, 2025

SUBJECT: Grant Award Agreement

---

**Authorization to:** Provide funding support to a Public Art Project at Waverly Park, to be created by artist Shelley Graham-Greene.

**Why are you requesting?** The Friends of Waverly Park, working with The Friends of the Parks of Fayette Co., Inc. as Fiscal Agent, will contract with a local artist to enhance Waverly Park through paintings on and surrounding various concrete storm drains and water treatment elements in the park. The Public Art Commission has approved this project and will support the project through the Percent for Art Fund.

**Department needs this action completed because:** The Friends of Waverly Park and The Friends of the Parks of Fayette Co. successfully applied to the Public Art Commission for funding support for this project and have provided all of the required documentation.

**What is the cost in this budget year and future budget years?** The total contribution by the LFUCG's Percent for Art Fund is \$30,020. The first payment of \$10,000 is to be made upon council approval and completion of 25% of the finished work.

**Are the funds budgeted?** YES

**Account number:**

**2613-134201-1428- 71299\_PUBLIC\_ART\_2023**

File Number: 0593-25

Director/Commissioner: Heather Lyons





**GRANT AWARD AGREEMENT**

*Percent for Art Fund Grant Collaborative Program*

**THIS AGREEMENT**, made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky, pursuant to KRS Chapter 67A (hereinafter "Government"), on behalf of the Public Art Commission, and Friends of Waverly Park, and The Friends of the Parks in Fayette Co., Inc. as Fiscal Agent (hereinafter referred to collectively as "Grantee"), 206 E. Vista, Lexington, KY 40503.

**WITNESSETH:**

**WHEREAS**, the Government, through the Public Arts Commission, has funds available through the Percent for Art Resolution (535-2018) to financially support public art to be placed on the property owned by the Government, as designated by the Government; and

**WHEREAS**, the Grantee, has been selected to create public art or installation; and

**WHEREAS**, the Grantee may use the grant funds to pay for the planning, design, fabrication, installation, maintenance, and public engagement components of the approved public art project or installation; and

**WHEREAS**, the Grantee’s grant application has been reviewed and selected for funding by the Public Art Commission in accordance with Sections 2-455 of the Government’s Code of Ordinances;

**THAT FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN EXPRESSED, GOVERNMENT AND GRANTEE AGREE AS FOLLOWS:**

- (1) The Government hereby grants the Grantee the sum of **\$30,020** (hereinafter "the Grant"), for use in implementing the project elements as listed in the Proposal/Scope of Work (“Attachment A”) which is incorporated herein by reference as if fully set out herein.
- (2) The Grantee agrees to match the Grant with in-kind donations and/or funds equal to or greater than 20% of the total project cost.
- (3) The Grantee agrees to use the Grant only for the project set forth in Attachment A.
- (4) The Grantee agrees to provide a first report with notification of all confirmed installation dates.
- (5) The Grantee agrees to provide to the Government a Project Final Report, within thirty (30) calendar days of the completion of the project elements, summarizing all work completed, photographs, and detailing the total grant expenditures.
- (6) In conjunction with the reporting requirements and approval of the final site plans from the Grantee, the Grant to the Grantee shall be disbursed in the following manner for project grants to be awarded of \$25,000.00 or more:



- (a) Upon providing proof of completion of 25% of the work/installation of the public art, and receipt of an invoice, the first payment equaling \$ 10,000, will be paid to the Grantee.
  - (b) Upon providing proof of completion of 50% of the work/installation of the public art, and receipt of an invoice, the second payment, equaling \$ 10,000, will be paid to the Grantee.
  - (c) Upon providing proof of completion of the work/installation of the public art, as well as receipt and acceptance of a final invoice and a Project Final Report detailing completion and submittal of reporting documents, maintenance plan, and photographs, the third payment, equaling \$ 10,020, will be paid to the Grantee.
- (7) The Grantee and Government agree that any and all public art constructed or purchased with Grant monies shall be the property of the Government, unless otherwise noted in Attachment A.
  - (8) The Government agrees to allow the Grantee to install the public art or installation on the relevant property. The Government retains discretion and control regarding the use of the relevant property. The Government agrees to allow the Grantee access to the relevant property to perform all requirements placed upon the Grantee under this Agreement, including all required maintenance of the grant-funded art and reporting requirements. The Grantee agrees to allow the Government access to perform monitoring of the project elements for compliance with this Agreement.
  - (9) The Grantee agrees to comply with all applicable local, state, and federal rules, regulations, ordinances, and laws in implementation of the project.
  - (10) The Grantee agrees to obtain all necessary local, state, and federal permits and approvals in a timely manner and prior to the start of any work requiring such permits or approvals.
  - (11) The Grantee agrees to obtain written approval from the Program Administrator for any proposed changes to the public art or installation as listed in Attachment A prior to implementing the changes. Failure to gain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (22) herein below.
  - (12) The term of this Agreement shall be from the date of this Agreement until completion of the maintenance requirement described in Paragraph (13) herein below. The obligation to complete the project outlined herein shall exist from the date of this Agreement until completion of the project. The Grantee agrees to complete the project within the timeline presented in Attachment A. The Grantee agrees to obtain written approval from the Program Administrator for any time extensions. Failure to gain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (22) herein below.
  - (13) The Grantee shall retain maintenance funds and shall address any maintenance needs directly with the artist. This obligation shall remain for the life of the artwork created pursuant to this project.
  - (14) The Grantee understands that the Grant shown herein in Paragraph (1) is a not-to-exceed amount, and any additional funding needed to complete the project elements listed in Attachment A is the responsibility of the Grantee. If it becomes apparent to the Grantee or the Government that the Grantee will be unable to complete the project either in the manner or for the amount described in this Agreement, then the Grantee must immediately notify the Government's Program Administrator by providing a complete and detailed written explanation of its inability to comply with the terms of the Agreement. The Grantee must further provide the Government's Program Administrator with a complete and detailed written explanation of any proposed changes, and the reasons for those changes.
  - (15) This Agreement may not be modified except by written agreement of the Government and the Grantee.
  - (16) In any advertisement of the grant-funded project, whether oral or written communications, the Grantee agrees to identify the Lexington-Fayette Urban County Government as the

source of the above referenced funds; the Grantee shall not specifically identify any individual or elected official as being responsible for the funds donated by the Government.

- (17) The Grantee agrees to allow the Government to publicize the Grantee's project through the Government's website and other media.
- (18) The Grantee agrees to reference the Lexington-Fayette Urban County Government's Public Arts Commission and the Percent for Art Fund as a source of funding for the project on any permanent signage or educational brochures, presentations, websites, etc. produced using grant monies.
- (19) The Grantee is solely responsible for assuring that adequate and appropriate insurance or other necessary coverage is maintained during the term of this Agreement.
- (20) The Grantee shall provide equal opportunity in employment as required by applicable federal, state, and local laws, regulations, and ordinances.
- (21) The Government assumes no responsibility whatsoever in the Grantee's project activities. Grantee shall defend, indemnify, and hold harmless the Government from and against any and all liability, claims, damages, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including defense costs and 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, in whole or in part, from or by Grantee's or its contractor(s), agents, or assigns, negligent acts or misconduct, or errors or omissions, or in any way connected with the activities carried out pursuant to this Agreement, the Grant award, or the Public Arts Commission.
- (22) If, through any cause, the Grantee shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Grantee shall violate any of the covenants, agreements, or stipulations of this Agreement, the Government shall provide the Grantee or thirty (30) calendar days to address the deficiency or violation. If the Grantee does not, after the thirty (30) days, come into compliance with this Agreement, the Government shall thereupon have the right to terminate this Agreement by giving written notice to the Grantee of such termination and specifying the effective date thereof, at least five (5) calendar days before the effective date of such termination. In that event, all finished or unfinished documents, receipts, and reports prepared by the Grantee shall, at the option of the Government, become its property and the Grantee shall immediately repay to the Government all monies received pursuant to this Agreement less any amount representing just and equitable compensation for the Government's share of any satisfactory work completed pursuant to the Agreement.
- (23) The Grantee's sole remedy for a breach of this Agreement by the Government shall be limited to the amount of the Grant.
- (24) Government's remedies for a breach of this Agreement by Grantee shall only be enforced against Grantee.

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

[SIGNATURE PAGE TO FOLLOW]

**LEXINGTON-FAYETTE URBAN COUNTY  
GOVERNMENT**

BY: \_\_\_\_\_

LINDA GORTON, MAYOR

ATTEST:

\_\_\_\_\_

CLERK, URBAN COUNTY COUNCIL

**Grantee:** \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

The foregoing Agreement was subscribed, sworn to and acknowledged before me by  
\_\_\_\_\_, as the duly authorized representative for and  
on behalf of \_\_\_\_\_, on this the \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_.

My commission expires: \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

**Grantee:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

The foregoing Agreement was subscribed, sworn to and acknowledged before me by  
\_\_\_\_\_, as the duly authorized representative for and  
on behalf of \_\_\_\_\_, on this the \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_.

My commission expires: \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

**Scope of Work - Attachment A**

**Artist's Obligations:**

The Grantee shall perform all services and furnish, or contract with, artist Sherri Graham-Greene and appropriate vendors to perform services and furnish, at its sole expense, all supplies, fabrication, community engagement, and supervision of the art installation as detailed in their proposal to the Public Art Commission.

All services must be performed in a professional and safe manner by qualified professionals and by licensed contractors as required by law. All services must be performed in strict compliance with all terms and conditions proposed by the Public Art Commission and detailed in this Agreement.

The artwork to be installed at Waverly Park includes three locations as indicated on the following page.

The Grantee shall arrange for the site preparation and painting of the three sites in coordination with appropriate LFUCG authorities. Prior to installation, the Grantee must inspect and prepare the site and ensure its readiness for the artwork. The Grantee will also supervise all art installations and community involvement of the work.

The project shall be completed by December 30, 2025.

Grantee must acknowledge the LFUCG Public Art Commission and Percent for Art Fund in all marketing, promotion, and publicity regarding the Waverly Park art project.

The Grantee acknowledges that with the grant payment, the artwork becomes the property of the LFUCG.

**LFUCG's Obligations**

The LFUCG shall pay to the Grantee a total not to exceed **\$30,020**.

The LFUCG Parks and Recreation will provide power washing of the sites to prepare them for painting.

The LFUCG will include the artwork on the Public Art Map and will provide the appropriate artist and Grantee acknowledgment.

**Waverly Park Public Art Sites -**

Location No. 1



Location No. 2



Location No. 3



Waverly Park map



4929-1598-5994, v. 1

**GRANT AWARD AGREEMENT**

*Percent for Art Fund Grant Collaborative Program*

THIS AGREEMENT, made and entered into on the 7th day of June, 2025, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky, pursuant to KRS Chapter 67A (hereinafter "Government"), on behalf of the Public Art Commission, and Friends of Waverly Park, and The Friends of the Parks in Fayette Co., Inc. as Fiscal Agent (hereinafter referred to collectively as "Grantee"), 206 E. Vista, Lexington, KY 40503.

**WITNESSETH:**

**WHEREAS**, the Government, through the Public Arts Commission, has funds available through the Percent for Art Resolution (535-2018) to financially support public art to be placed on the property owned by the Government, as designated by the Government; and

**WHEREAS**, the Grantee, has been selected to create public art or installation; and

**WHEREAS**, the Grantee may use the grant funds to pay for the planning, design, fabrication, installation, maintenance, and public engagement components of the approved public art project or installation; and

**WHEREAS**, the Grantee's grant application has been reviewed and selected for funding by the Public Art Commission in accordance with Sections 2-455 of the Government's Code of Ordinances;

**THAT FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN EXPRESSED, GOVERNMENT AND GRANTEE AGREE AS FOLLOWS:**

- (1) The Government hereby grants the Grantee the sum of **\$30,020** (hereinafter "the Grant"), for use in implementing the project elements as listed in the Proposal/Scope of Work ("Attachment A") which is incorporated herein by reference as if fully set out herein.
- (2) The Grantee agrees to match the Grant with in-kind donations and/or funds equal to or greater than 20% of the total project cost.
- (3) The Grantee agrees to use the Grant only for the project set forth in Attachment A.
- (4) The Grantee agrees to provide a first report with notification of all confirmed installation dates.
- (5) The Grantee agrees to provide to the Government a Project Final Report, within thirty (30) calendar days of the completion of the project elements, summarizing all work completed, photographs, and detailing the total grant expenditures.
- (6) In conjunction with the reporting requirements and approval of the final site plans from the Grantee, the Grant to the Grantee shall be disbursed in the following manner for project grants to be awarded of \$25,000.00 or more:

- (a) Upon providing proof of completion of 25% of the work/installation of the public art, and receipt of an invoice, the first payment equaling \$ 10,000, will be paid to the Grantee.
  - (b) Upon providing proof of completion of 50% of the work/installation of the public art, and receipt of an invoice, the second payment, equaling \$ 10,000, will be paid to the Grantee.
  - (c) Upon providing proof of completion of the work/installation of the public art, as well as receipt and acceptance of a final invoice and a Project Final Report detailing completion and submittal of reporting documents, maintenance plan, and photographs, the third payment, equaling \$ 10,020, will be paid to the Grantee.
- (7) The Grantee and Government agree that any and all public art constructed or purchased with Grant monies shall be the property of the Government, unless otherwise noted in Attachment A.
  - (8) The Government agrees to allow the Grantee to install the public art or installation on the relevant property. The Government retains discretion and control regarding the use of the relevant property. The Government agrees to allow the Grantee access to the relevant property to perform all requirements placed upon the Grantee under this Agreement, including all required maintenance of the grant-funded art and reporting requirements. The Grantee agrees to allow the Government access to perform monitoring of the project elements for compliance with this Agreement.
  - (9) The Grantee agrees to comply with all applicable local, state, and federal rules, regulations, ordinances, and laws in implementation of the project.
  - (10) The Grantee agrees to obtain all necessary local, state, and federal permits and approvals in a timely manner and prior to the start of any work requiring such permits or approvals.
  - (11) The Grantee agrees to obtain written approval from the Program Administrator for any proposed changes to the public art or installation as listed in Attachment A prior to implementing the changes. Failure to gain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (22) herein below.
  - (12) The term of this Agreement shall be from the date of this Agreement until completion of the maintenance requirement described in Paragraph (13) herein below. The obligation to complete the project outlined herein shall exist from the date of this Agreement until completion of the project. The Grantee agrees to complete the project within the timeline presented in Attachment A. The Grantee agrees to obtain written approval from the Program Administrator for any time extensions. Failure to gain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (22) herein below.
  - (13) The Grantee shall retain maintenance funds and shall address any maintenance needs directly with the artist. This obligation shall remain for the life of the artwork created pursuant to this project.
  - (14) The Grantee understands that the Grant shown herein in Paragraph (1) is a not-to-exceed amount, and any additional funding needed to complete the project elements listed in Attachment A is the responsibility of the Grantee. If it becomes apparent to the Grantee or the Government that the Grantee will be unable to complete the project either in the manner or for the amount described in this Agreement, then the Grantee must immediately notify the Government's Program Administrator by providing a complete and detailed written explanation of its inability to comply with the terms of the Agreement. The Grantee must further provide the Government's Program Administrator with a complete and detailed written explanation of any proposed changes, and the reasons for those changes.
  - (15) This Agreement may not be modified except by written agreement of the Government and the Grantee.
  - (16) In any advertisement of the grant-funded project, whether oral or written communications, the Grantee agrees to identify the Lexington-Fayette Urban County Government as the



source of the above referenced funds; the Grantee shall not specifically identify any individual or elected official as being responsible for the funds donated by the Government.

- (17) The Grantee agrees to allow the Government to publicize the Grantee's project through the Government's website and other media.
- (18) The Grantee agrees to reference the Lexington-Fayette Urban County Government's Public Arts Commission and the Percent for Art Fund as a source of funding for the project on any permanent signage or educational brochures, presentations, websites, etc. produced using grant monies.
- (19) The Grantee is solely responsible for assuring that adequate and appropriate insurance or other necessary coverage is maintained during the term of this Agreement.
- (20) The Grantee shall provide equal opportunity in employment as required by applicable federal, state, and local laws, regulations, and ordinances.
- (21) The Government assumes no responsibility whatsoever in the Grantee's project activities. Grantee shall defend, indemnify, and hold harmless the Government from and against any and all liability, claims, damages, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including defense costs and 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, in whole or in part, from or by Grantee's or its contractor(s), agents, or assigns, negligent acts or misconduct, or errors or omissions, or in any way connected with the activities carried out pursuant to this Agreement, the Grant award, or the Public Arts Commission.
- (22) If, through any cause, the Grantee shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Grantee shall violate any of the covenants, agreements, or stipulations of this Agreement, the Government shall provide the Grantee or thirty (30) calendar days to address the deficiency or violation. If the Grantee does not, after the thirty (30) days, come into compliance with this Agreement, the Government shall thereupon have the right to terminate this Agreement by giving written notice to the Grantee of such termination and specifying the effective date thereof, at least five (5) calendar days before the effective date of such termination. In that event, all finished or unfinished documents, receipts, and reports prepared by the Grantee shall, at the option of the Government, become its property and the Grantee shall immediately repay to the Government all monies received pursuant to this Agreement less any amount representing just and equitable compensation for the Government's share of any satisfactory work completed pursuant to the Agreement.
- (23) The Grantee's sole remedy for a breach of this Agreement by the Government shall be limited to the amount of the Grant.
- (24) Government's remedies for a breach of this Agreement by Grantee shall only be enforced against Grantee.

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



[SIGNATURE PAGE TO FOLLOW]

LEXINGTON-FAYETTE URBAN COUNTY  
GOVERNMENT

BY: \_\_\_\_\_

LINDA GORTON, MAYOR

ATTEST:

\_\_\_\_\_  
CLERK, URBAN COUNTY COUNCIL

Grantee:

Friends of the Parks in Fayette Co, Inc (FPFC)

BY: Sandra Shafar

NAME: Sandra Shafar

TITLE: President, FPFC

The foregoing Agreement was subscribed, sworn to and acknowledged before me by  
Sandra Shafar, as the duly authorized representative for and  
on behalf of Friends of the Parks in Fayette Co, Inc., on this the 6th day of  
July, 2025

My commission expires: 10.29.29

[Signature]  
NOTARY PUBLIC

KYNP 60615

Grantee:

Friends of Waverly Park  
4317 Clemens Dr  
Lexington Ky 40528

BY: [Signature]

NAME: Ed Monahan

TITLE: Treasurer Friends of Waverly Park

The foregoing Agreement was subscribed, sworn to and acknowledged before me by  
Ed Monahan, as the duly authorized representative for and  
on behalf of Friends of Waverly Park, on this the 7th day of  
June, 2025

My commission expires: 09/15/2027

[Signature]  
NOTARY PUBLIC

4917-1476-9737, v. 1



GRANT AWARD AGREEMENT

*Percent for Art Fund Grant Collaborative Program*

**Scope of Work - Attachment A**

**Artist's Obligations:**

The Grantee shall perform all services and furnish, or contract with, artist Sherri Graham-Greene and appropriate vendors to perform services and furnish, at its sole expense, all supplies, fabrication, community engagement, and supervision of the art installation as detailed in their proposal to the Public Art Commission.

All services must be performed in a professional and safe manner by qualified professionals and by licensed contractors as required by law. All services must be performed in strict compliance with all terms and conditions proposed by the Public Art Commission and detailed in this Agreement.

The artwork to be installed at Waverly Park includes three locations as indicated on the following page.

The Grantee shall arrange for the site preparation and painting of the three sites in coordination with appropriate LFUCG authorities. Prior to installation, the Grantee must inspect and prepare the site and ensure its readiness for the artwork. The Grantee will also supervise all art installations and community involvement of the work.

The project shall be completed by December 30, 2025.

Grantee must acknowledge the LFUCG Public Art Commission and Percent for Art Fund in all marketing, promotion, and publicity regarding the Waverly Park art project.

The Grantee acknowledges that with the grant payment, the artwork becomes the property of the LFUCG.

**LFUCG's Obligations**

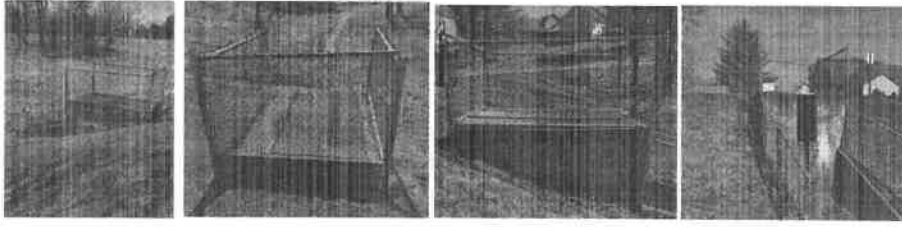
The LFUCG shall pay to the Grantee a total not to exceed **\$30,020**.

The LFUCG Parks and Recreation will provide power washing of the sites to prepare them for painting.

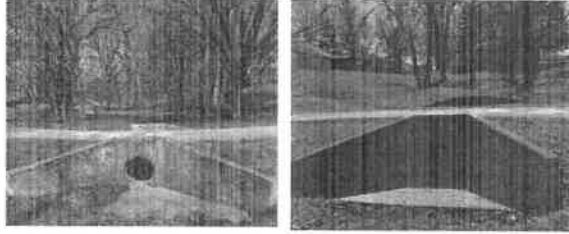
The LFUCG will include the artwork on the Public Art Map and will provide the appropriate artist and Grantee acknowledgment.

**Waverly Park Public Art Sites -**

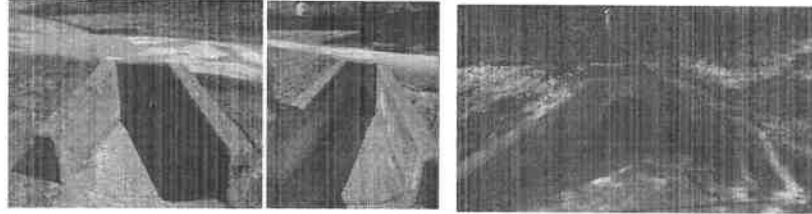
Location No. 1



Location No. 2



Location No. 3



Waverly Park map



4929-1598-5994, v. 1



RESOLUTION NO. \_\_\_\_\_ - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH FRIENDS OF WAVERLY PARK WITH THE FRIENDS OF THE PARKS IN FAYETTE CO., INC. AS FISCAL AGENT, TO FUND A PUBLIC ART PROJECT, WITH FUNDS FROM THE PERCENT FOR ART FUND, THROUGH THE PUBLIC ART COMMISSION'S COLLABORATIVE GRANT PROGRAM, IN AN AMOUNT NOT TO EXCEED \$30,020.00.

---

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 an agreement, which is attached hereto and incorporated herein, with Friends of Waverly Park with The Friends of the Parks in Fayette Co., Inc. as Fiscal Agent, to fund a public art project, with funds from the Percent for Art Fund, through the Public Art Commission's Collaborative Grant Program, in an amount not to exceed \$30,020.00.

Section 2 - That an amount, not to exceed the sum of \$30,020.00, be and hereby is approved for payment to The Friends of the Parks in Fayette Co, Inc. from account #2613-134201-71299, 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

0593-25:TAH:4933-9015-8416, v. 1

RESOLUTION NO. 304 - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH FRIENDS OF WAVERLY PARK WITH THE FRIENDS OF THE PARKS IN FAYETTE CO., INC. AS FISCAL AGENT, TO FUND A PUBLIC ART PROJECT, WITH FUNDS FROM THE PERCENT FOR ART FUND, THROUGH THE PUBLIC ART COMMISSION'S COLLABORATIVE GRANT PROGRAM, IN AN AMOUNT NOT TO EXCEED \$30,020.00.

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 an agreement, which is attached hereto and incorporated herein, with Friends of Waverly Park with The Friends of the Parks in Fayette Co., Inc. as Fiscal Agent, to fund a public art project, with funds from the Percent for Art Fund, through the Public Art Commission's Collaborative Grant Program, in an amount not to exceed \$30,020.00.

Section 2 - That an amount, not to exceed the sum of \$30,020.00, be and hereby is approved for payment to The Friends of the Parks in Fayette Co, Inc. from account #2613-134201-71299, 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: June 26, 2025

*Linda Gorton*

\_\_\_\_\_  
MAYOR

ATTEST:

*[Signature]*

\_\_\_\_\_  
CLERK OF URBAN COUNTY COUNCIL

0593-25:TAH:4933-9015-8416, v. 1



**GRANT AWARD AGREEMENT**

*Percent for Art Fund Grant Collaborative Program*

**THIS AGREEMENT**, made and entered into on the 7<sup>th</sup> day of June, 2025, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky, pursuant to KRS Chapter 67A (hereinafter "Government"), on behalf of the Public Art Commission, and Friends of Waverly Park, and The Friends of the Parks in Fayette Co., Inc. as Fiscal Agent (hereinafter referred to collectively as "Grantee"), 206 E. Vista, Lexington, KY 40503.

**WITNESSETH:**

**WHEREAS**, the Government, through the Public Arts Commission, has funds available through the Percent for Art Resolution (535-2018) to financially support public art to be placed on the property owned by the Government, as designated by the Government; and

**WHEREAS**, the Grantee, has been selected to create public art or installation; and

**WHEREAS**, the Grantee may use the grant funds to pay for the planning, design, fabrication, installation, maintenance, and public engagement components of the approved public art project or installation; and

**WHEREAS**, the Grantee's grant application has been reviewed and selected for funding by the Public Art Commission in accordance with Sections 2-455 of the Government's Code of Ordinances;

**THAT FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN EXPRESSED, GOVERNMENT AND GRANTEE AGREE AS FOLLOWS:**

- (1) The Government hereby grants the Grantee the sum of \$30,020 (hereinafter "the Grant"), for use in implementing the project elements as listed in the Proposal/Scope of Work ("Attachment A") which is incorporated herein by reference as if fully set out herein.
- (2) The Grantee agrees to match the Grant with in-kind donations and/or funds equal to or greater than 20% of the total project cost.
- (3) The Grantee agrees to use the Grant only for the project set forth in Attachment A.
- (4) The Grantee agrees to provide a first report with notification of all confirmed installation dates.
- (5) The Grantee agrees to provide to the Government a Project Final Report, within thirty (30) calendar days of the completion of the project elements, summarizing all work completed, photographs, and detailing the total grant expenditures.
- (6) In conjunction with the reporting requirements and approval of the final site plans from the Grantee, the Grant to the Grantee shall be disbursed in the following manner for project grants to be awarded of \$25,000.00 or more:

- (a) Upon providing proof of completion of 25% of the work/installation of the public art, and receipt of an invoice, the first payment equaling \$ 10,000, will be paid to the Grantee.
  - (b) Upon providing proof of completion of 50% of the work/installation of the public art, and receipt of an invoice, the second payment, equaling \$ 10,000, will be paid to the Grantee.
  - (c) Upon providing proof of completion of the work/installation of the public art, as well as receipt and acceptance of a final invoice and a Project Final Report detailing completion and submittal of reporting documents, maintenance plan, and photographs, the third payment, equaling \$ 10,020, will be paid to the Grantee.
- (7) The Grantee and Government agree that any and all public art constructed or purchased with Grant monies shall be the property of the Government, unless otherwise noted in Attachment A.
  - (8) The Government agrees to allow the Grantee to install the public art or installation on the relevant property. The Government retains discretion and control regarding the use of the relevant property. The Government agrees to allow the Grantee access to the relevant property to perform all requirements placed upon the Grantee under this Agreement, including all required maintenance of the grant-funded art and reporting requirements. The Grantee agrees to allow the Government access to perform monitoring of the project elements for compliance with this Agreement.
  - (9) The Grantee agrees to comply with all applicable local, state, and federal rules, regulations, ordinances, and laws in implementation of the project.
  - (10) The Grantee agrees to obtain all necessary local, state, and federal permits and approvals in a timely manner and prior to the start of any work requiring such permits or approvals.
  - (11) The Grantee agrees to obtain written approval from the Program Administrator for any proposed changes to the public art or installation as listed in Attachment A prior to implementing the changes. Failure to gain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (22) herein below.
  - (12) The term of this Agreement shall be from the date of this Agreement until completion of the maintenance requirement described in Paragraph (13) herein below. The obligation to complete the project outlined herein shall exist from the date of this Agreement until completion of the project. The Grantee agrees to complete the project within the timeline presented in Attachment A. The Grantee agrees to obtain written approval from the Program Administrator for any time extensions. Failure to gain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (22) herein below.
  - (13) The Grantee shall retain maintenance funds and shall address any maintenance needs directly with the artist. This obligation shall remain for the life of the artwork created pursuant to this project.
  - (14) The Grantee understands that the Grant shown herein in Paragraph (1) is a not-to-exceed amount, and any additional funding needed to complete the project elements listed in Attachment A is the responsibility of the Grantee. If it becomes apparent to the Grantee or the Government that the Grantee will be unable to complete the project either in the manner or for the amount described in this Agreement, then the Grantee must immediately notify the Government's Program Administrator by providing a complete and detailed written explanation of its inability to comply with the terms of the Agreement. The Grantee must further provide the Government's Program Administrator with a complete and detailed written explanation of any proposed changes, and the reasons for those changes.
  - (15) This Agreement may not be modified except by written agreement of the Government and the Grantee.
  - (16) In any advertisement of the grant-funded project, whether oral or written communications, the Grantee agrees to identify the Lexington-Fayette Urban County Government as the

source of the above referenced funds; the Grantee shall not specifically identify any individual or elected official as being responsible for the funds donated by the Government.

- (17) The Grantee agrees to allow the Government to publicize the Grantee's project through the Government's website and other media.
- (18) The Grantee agrees to reference the Lexington-Fayette Urban County Government's Public Arts Commission and the Percent for Art Fund as a source of funding for the project on any permanent signage or educational brochures, presentations, websites, etc. produced using grant monies.
- (19) The Grantee is solely responsible for assuring that adequate and appropriate insurance or other necessary coverage is maintained during the term of this Agreement.
- (20) The Grantee shall provide equal opportunity in employment as required by applicable federal, state, and local laws, regulations, and ordinances.
- (21) The Government assumes no responsibility whatsoever in the Grantee's project activities. Grantee shall defend, indemnify, and hold harmless the Government from and against any and all liability, claims, damages, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including defense costs and 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, in whole or in part, from or by Grantee's or its contractor(s), agents, or assigns, negligent acts or misconduct, or errors or omissions, or in any way connected with the activities carried out pursuant to this Agreement, the Grant award, or the Public Arts Commission.
- (22) If, through any cause, the Grantee shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Grantee shall violate any of the covenants, agreements, or stipulations of this Agreement, the Government shall provide the Grantee or thirty (30) calendar days to address the deficiency or violation. If the Grantee does not, after the thirty (30) days, come into compliance with this Agreement, the Government shall thereupon have the right to terminate this Agreement by giving written notice to the Grantee of such termination and specifying the effective date thereof, at least five (5) calendar days before the effective date of such termination. In that event, all finished or unfinished documents, receipts, and reports prepared by the Grantee shall, at the option of the Government, become its property and the Grantee shall immediately repay to the Government all monies received pursuant to this Agreement less any amount representing just and equitable compensation for the Government's share of any satisfactory work completed pursuant to the Agreement.
- (23) The Grantee's sole remedy for a breach of this Agreement by the Government shall be limited to the amount of the Grant.
- (24) Government's remedies for a breach of this Agreement by Grantee shall only be enforced against Grantee.

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



[SIGNATURE PAGE TO FOLLOW]

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: Linda Gorton  
LINDA GORTON, MAYOR

ATTEST:

MaKenzie Stack  
Deputy  
CLERK, URBAN COUNTY COUNCIL

Grantee: Friends of the Parks in Fayette Co, Inc (FPFC)  
BY: Sandra Shaffer  
NAME: Sandra Shaffer  
TITLE: President, FPFC

The foregoing Agreement was subscribed, sworn to and acknowledged before me by Sandra Shaffer, as the duly authorized representative for and on behalf of Friends of the Parks in Fayette Co, Inc, on this the 6th day of July, 2025

My commission expires: 10-29-29  
[Signature] KYNP 60615  
NOTARY PUBLIC

Grantee: Friends of Waverly Park  
4317 Clemens Dr  
Lexington Ky 40514

BY: Ed Monahan  
NAME: Ed Monahan  
TITLE: Treasurer Friends of Waverly Park

The foregoing Agreement was subscribed, sworn to and acknowledged before me by Ed Monahan, as the duly authorized representative for and on behalf of Friends of Waverly Park, on this the 7th day of June, 2025

My commission expires: 09/15/2027  
[Signature]  
NOTARY PUBLIC

4917-1476-9737, v. 1



*Percent for Art Fund Grant Collaborative Program*

**Scope of Work - Attachment A**

**Artist's Obligations:**

The Grantee shall perform all services and furnish, or contract with, artist Sherri Graham-Greene and appropriate vendors to perform services and furnish, at its sole expense, all supplies, fabrication, community engagement, and supervision of the art installation as detailed in their proposal to the Public Art Commission.

All services must be performed in a professional and safe manner by qualified professionals and by licensed contractors as required by law. All services must be performed in strict compliance with all terms and conditions proposed by the Public Art Commission and detailed in this Agreement.

The artwork to be installed at Waverly Park includes three locations as indicated on the following page.

The Grantee shall arrange for the site preparation and painting of the three sites in coordination with appropriate LFUCG authorities. Prior to installation, the Grantee must inspect and prepare the site and ensure its readiness for the artwork. The Grantee will also supervise all art installations and community involvement of the work.

The project shall be completed by December 30, 2025.

Grantee must acknowledge the LFUCG Public Art Commission and Percent for Art Fund in all marketing, promotion, and publicity regarding the Waverly Park art project.

The Grantee acknowledges that with the grant payment, the artwork becomes the property of the LFUCG.

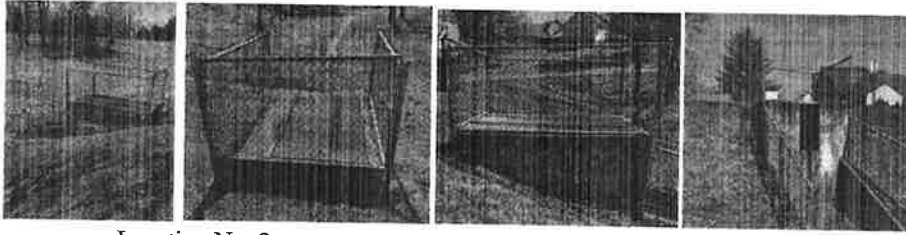
**LFUCG's Obligations**

The LFUCG shall pay to the Grantee a total not to exceed **\$30,020**.

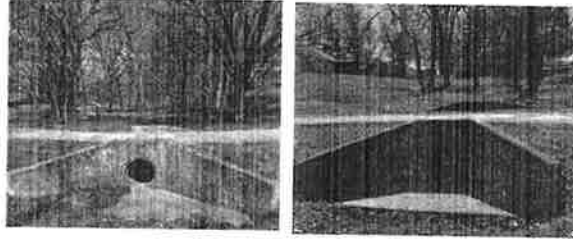
The LFUCG Parks and Recreation will provide power washing of the sites to prepare them for painting.

The LFUCG will include the artwork on the Public Art Map and will provide the appropriate artist and Grantee acknowledgment.

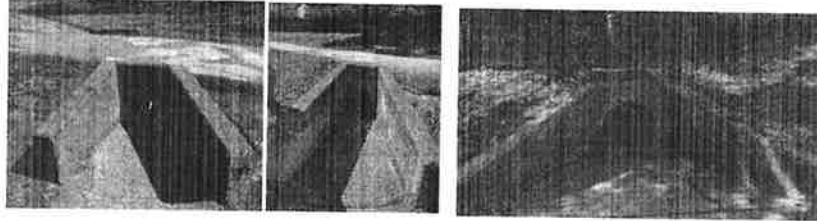
Location No. 1



Location No. 2



Location No. 3



Waverly Park map



4929-1598-5994, v. 1

## AGREEMENT

THIS AGREEMENT, made and entered into on the July 9, 2025 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Friends of the Parks of Fayette County (Hereinafter "Organization"), of 206 E. Vista, Lexington, KY 40503, Fayette County).

## WITNESSETH:

WHEREAS, the Urban County Council may allocate Council Capital Project Funds to any incorporated non-profit organization for any lawful public purpose in the best interest of and for the use and benefit of the community; and

WHEREAS, Organization is a qualified incorporated non-profit organization that has provided outstanding activities for the citizens of Fayette County; and

WHEREAS, Organization accordingly enhances the environment of Lexington; and

WHEREAS, Organization has requested funding for a specific lawful public purpose that is in the best interest of and for the use and benefit of the community.

NOW FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN EXPRESSED, GOVERNMENT AND ORGANIZATION AGREE AS FOLLOWS:

1. **Amount and Intended Use of Council Capital Project Funds.** Government hereby grants Organization the sum of \$7,500 for the following lawful public purpose:

*[To serve as a grant match awarded to Friends of Waverly Park by the Percent for Art Fund Grant program through the Public Arts Commission.]*

2. **Finalization of Agreement.** Organization shall return this Agreement to the Council Administrator's Office on or before August 10, 2025. If Organization **fails to sign and return this Agreement within thirty (30) days, Organization shall be deemed to have forfeited the Council Capital Project Funds and Organization shall be deemed ineligible to receive Council Capital Project Funds for a period of one (1) year.**
3. **Receipt of Funds.** Upon return of the signed Agreement to the Council Administrator's Office, the Council Administrator or designee shall issue the check to the Organization. The check shall be timely deposited by the Organization within sixty (60) days of receipt. If the Organization **fails to deposit the check within sixty (60) days of receipt, the Organization shall be deemed ineligible to receive Council Capital Project Funds for a period of one (1) year.** Under no circumstances shall a check that the Organization fails to deposit within sixty (60) days of receipt be re-issued by the Government.
4. **Return of Funds.** If Organization is overcompensated for the above-described project, Organization shall return any and all excess funds in the form of a check sent to the sponsoring council member's office, made out to "LFUCG," upon completion of the project.
5. **Required Documentation.** Organization shall submit all relevant receipts and financial documentation to Councilmember Baxter's office, documenting the use of the granted funds for the specified lawful public purpose, within twelve (12) months of receiving the Council



Capital Project Fund check. If Organization fails to provide the required documentation, the Organization shall be deemed ineligible to receive Council Capital Project Funds for a period of one (1) year.

- 6. Organization shall provide equal opportunity in employment for all qualified persons; prohibit discrimination in employment because of race, color, creed, national origin, sex, sexual orientation, gender identity, or age between 40 and 70; promote equal employment through a positive, continuing program of equal employment and cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
- 7. In any written or oral communications, the Organization shall identify the Lexington-Fayette Urban County Government as the source of the above-referenced funds; the Organization shall not specifically identify an individual Councilmember as being responsible for the funds donated by the Lexington-Fayette Urban County Government.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement of Lexington, Fayette County, Kentucky, this the day and year first above written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton  
Linda Gorton, MAYOR

ATTEST:

Abbye Allan  
CLERK OF URBAN COUNTY COUNCIL

By: Ed Monahan  
Friends of the Parks of Fayette County  
Ed Monahan



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0594-25**

**File ID:** 0594-25

**Type:** Resolution

**Status:** Approved

**Version:** 2

**Contract #:** 204-2025

**In Control:** Urban County Council

**File Created:** 06/10/2025

**File Name:** Request Council authorization to execute an Amendment to the Pinnacle Homeowners Association Neighborhood Action Match agreement providing an extension of the project to December 31, 2025 at no additional cost.

**Final Action:** 07/01/2025

**Title:** A Resolution authorizing and directing the Mayor on behalf of the Urban County Government, to execute a first Amendment to the Pinnacle Homeowners Association Neighborhood Action Match Agreement to extend the period of performance to December 31, 2025, at no additional expense to the Urban County Government. [Div. of Grants and Special Programs, Reynolds]

**Notes:** SAF in the CCO. Returned to Celia Moore 7/10/2025. MS

**Sponsors:**

**Enactment Date:** 07/01/2025

**Attachments:** 25-Blue Sheet Memo Pinnacle HOA Extension, NAMP Amendment No. 1 - Pinnalce HOA - Unsigned- WDR FINAL, Resolution 546-2023, RESO 0594-25 4912-9220-0527 v.1.docx, R-316-2025, Contract #204-2025

**Enactment Number:** R-316-2025

**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	06/24/2025	Approved and Referred to Docket	Urban County Council	06/26/2025		Pass
2	Urban County Council	06/26/2025	Received First Reading	Urban County Council	07/01/2025		
2	Urban County Council	07/01/2025	Approved				Pass

### Text of Legislative File 0594-25

**Title**

A Resolution authorizing and directing the Mayor on behalf of the Urban County

Government, to execute a first Amendment to the Pinnacle Homeowners Association Neighborhood Action Match Agreement to extend the period of performance to December 31, 2025, at no additional expense to the Urban County Government. [Div. of Grants and Special Programs, Reynolds]

**Summary**

Authorization to amend the Pinnacle Homeowners Association Neighborhood Action Match Agreement (Resolution 546-2023), providing an extension of the project to December 31, 2025 at no additional cost. (L0594-25)(Reynolds/Lanter)

Budgetary Implications: NO

Advance Document Review:

**Law:** Yes, Completed by William Razor, 6/9/2025

**Risk Management:** N/A

Fully Budgeted: Yes, funds are previously Budgeted.

Account Number: 1101-160202-1427-71299

This Fiscal Year Impact: \$0

Annual Impact: \$0

Project:

Activity:

Budget Reference:

Current Balance:



**TO: LINDA GORTON, MAYOR  
URBAN COUNTY COUNCIL**

**FROM: THERESA REYNOLDS, DIRECTOR  
DIVISION OF GRANTS AND SPECIAL PROGRAMS**

**DATE: JUNE 9, 2025**

**SUBJECT: Amendment to the agreement with Pinnacle Homeowners Association, Inc.  
under the Neighborhood Action Match Program**

---

**Request:** Council authorization to execute an Amendment to the Pinnacle Homeowners Association Neighborhood Action Match agreement providing an extension of the project to December 31, 2025 at no additional cost.

**Purpose of Request:** On October 12, 2023 (Resolution 546-2023), Council authorized the award of \$7,500 in Neighborhood Action Match Program funds to the Pinnacle Homeowners Association for Island Enhancements to add and replace dead landscaping.

Pinnacle Homeowners Association, Inc. requests an extension to December 31, 2025 to expense the grant funds. Pinnacle HOA had significant and disruptive delays in completing the proposed project due to neighborhood association board member changes and management.

**Cost in this Budget year:** N/A

**Are the funds budgeted?** Yes, funds are previously budgeted.

**File Number:** 0594-25

**Director/Commissioner:** Reynolds/Lanter



**GRANT AGREEMENT  
AMENDMENT NO. 1**

**THIS GRANT AGREEMENT** (hereinafter referred to as the “**Contract**”) **AMENDMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT** (hereinafter referred to as "Government"), an urban county government of the Commonwealth of Kentucky, on behalf of its Division of Grants and Special Programs, and **Pinnacle Homeowner Association, Inc.** (hereinafter "Association"), a non-profit corporation created pursuant to KRS Chapter 273, with offices located in Lexington, Kentucky.

**WITNESSETH:**

**WHEREAS**, the parties hereto have previously entered into a contract dated March 14, 2024, under the terms of which the Government granted to the Association \$7,500 for Island Enhancements: to add and replace dead landscaping; and

**WHEREAS**, the Association has requested additional time to complete the project activities;

**WHEREAS**, the Contract provides for no modifications except by written agreement of the Government and the Association;

**NOW, THEREFORE**, in consideration of the foregoing and mutually agreed upon promises, conditions, and covenants hereinafter set forth, the parties hereto agree to amend the Contract as follows:

The term of this Contract shall be from the date of this agreement until completion of the neighborhood development project outlined herein, but in any event, no later than December 31, 2025.

In all other respects, except as specifically modified herein, the terms of the Contract dated March 14, 2024, shall remain in full force and effect with respect to the provisions outlined therein, and all the terms and conditions of that Contract are incorporated herein by reference.

**IN WITNESS WHEREOF**, the parties executed this First Amendment to the Contract at Lexington, Kentucky, the day, month, and year above written.

**THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

**SIGNATURE PAGES TO FOLLOW**

**LEXINGTON-FAYETTE URBAN COUNTY  
GOVERNMENT**

BY: \_\_\_\_\_  
LINDA GORTON, MAYOR

**ATTEST:**

\_\_\_\_\_  
CLERK, URBAN COUNTY COUNCIL

**PINNACLE HOMEOWNERS  
ASSOCIATION, INC.**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

RESOLUTION NO. 546 -2023

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE NEIGHBORHOOD ACTION MATCH GRANT PROGRAM CONTRACTS WITH ANDOVER FOREST HOMEOWNERS ASSOCIATION (\$7,500.00), ANDOVER NEIGHBORHOOD ASSOCIATION, INC. (\$7,500.00), BEAUMONT RESIDENTIAL ASSOCIATION (\$7,500.00), BENT TREE CONDOMINIUM ASSOCIATION (\$7,500.00), CUMBERLAND HILLS ASSOCIATION (\$1,782.00), DOVE CREEK TOWNHOME OWNER'S ASSOCIATION (\$7,275.00), GLENEAGLES OWNER'S ASSOCIATION (\$7,500.00), GRATZ PARK NEIGHBORHOOD ASSOCIATION (\$3,000.00), HERITAGE PLACE (\$7,450.00), LEXINGTON COURT TOWNHOMES (\$7,500.00), MAIN AND ROSE CONDO ASSOCIATION (\$5,531.00), PALOMAR HILLS (\$7,450.00), PALOMAR RESERVE (\$7,500.00), PENSACOLA PARK (\$2,140.00), PICADOME NEIGHBORHOOD ASSOCIATION (\$1,500.00), PINNACLE HOMEOWNERS ASSOCIATION (\$7,500.00), THE GARDENS OF HARTLAND HOA (\$7,500.00), WEST WIND HOMEOWNERS ASSOCIATION (\$7,500.00), AND WILLOW OAK HOMEOWNERS ASSOCIATION (\$2,491.00), FOR THE PURPOSE OF CARRYING OUT VARIOUS NEIGHBORHOOD ACTIVITIES AND IMPROVEMENTS FOR FY 2024, AT A COST NOT TO EXCEED \$113,619.00.

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 Neighborhood Action Match Grant Program Contracts, which are attached hereto and incorporated herein by reference, with Andover Forest Homeowners Association (\$7,500), Andover Neighborhood Association, Inc. (\$7,500), Beaumont Residential Association (\$7,500), Bent Tree Condominium Association (\$7,500), Cumberland Hills Association (\$1,782), Dove Creek Townhome Owner's Association (\$7,275), Gleneagles Owner's Association (\$7,500), Gratz Park Neighborhood Association ( \$3,000), Heritage Place (\$7,450), Lexington Court Townhomes (\$7,500), Main and Rose Condo Association (\$5,531), Palomar Hills (\$7,450), Palomar Reserve (\$7,500), Pensacola Park (\$2,140), Picadome Neighborhood Association (\$1,500), Pinnacle Homeowners Association (\$7,500), The Gardens of Hartland HOA (\$7,500) West Wind Homeowners Association (\$7,500), and Willow Oak Homeowners Association (\$2,491), for the purpose of carrying out various neighborhood activities and improvements for FY 2024.

Section 2 - That an amount, not to exceed the sum of \$113,619.00, be and hereby is approved for payment to the above listed associations from account #1101-160202-71299, pursuant to the terms of the Contracts.

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

PASSED URBAN COUNTY COUNCIL: October 12, 2023

*Ronida Barton*

MAYOR

ATTEST:



CLERK OF URBAN COUNTY COUNCIL

0971-23.ANB.X:\CASES\COMDEV\23-LE0001\LEG\00795812.DOCX



RESOLUTION NO. \_\_\_\_\_-2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A FIRST AMENDMENT TO THE PINNACLE HOMEOWNERS ASSOCIATION NEIGHBORHOOD ACTION MATCH AGREEMENT TO EXTEND THE PERIOD OF PERFORMANCE TO DECEMBER 31, 2025, AT NO ADDITIONAL EXPENSE TO THE URBAN COUNTY GOVERNMENT.

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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 a first amendment to the Pinnacle Homeowners Association Neighborhood Action Match Agreement to extend the period of performance to December 31, 2025, at no additional expense to the Urban County Government.

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

PASSED URBAN COUNTY COUNCIL:

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MAYOR

ATTEST:

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CLERK OF URBAN COUNTY COUNCIL

0594-25:WDR:4912-9220-0527, v. 1

RESOLUTION NO. 316-2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A FIRST AMENDMENT TO THE PINNACLE HOMEOWNERS ASSOCIATION NEIGHBORHOOD ACTION MATCH AGREEMENT TO EXTEND THE PERIOD OF PERFORMANCE TO DECEMBER 31, 2025, AT NO ADDITIONAL EXPENSE 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 and directed to execute a first amendment to the Pinnacle Homeowners Association Neighborhood Action Match Agreement to extend the period of performance to December 31, 2025, at no additional expense to the Urban County Government.

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

PASSED URBAN COUNTY COUNCIL: July 1, 2025

*Linda Gorton*

MAYOR

ATTEST:

*[Signature]*

CLERK OF URBAN COUNTY COUNCIL

**GRANT AGREEMENT  
AMENDMENT NO. 1**

**THIS GRANT AGREEMENT** (hereinafter referred to as the "**Contract**") **AMENDMENT** is made and entered into this 10<sup>th</sup> day of July, 2025, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT** (hereinafter referred to as "Government"), an urban county government of the Commonwealth of Kentucky, on behalf of its Division of Grants and Special Programs, and **Pinnacle Homeowner Association, Inc.** (hereinafter "Association"), a non-profit corporation created pursuant to KRS Chapter 273, with offices located in Lexington, Kentucky.

**WITNESSETH:**

**WHEREAS**, the parties hereto have previously entered into a contract dated March 14, 2024, under the terms of which the Government granted to the Association \$7,500 for Island Enhancements: to add and replace dead landscaping; and

**WHEREAS**, the Association has requested additional time to complete the project activities;

**WHEREAS**, the Contract provides for no modifications except by written agreement of the Government and the Association;

**NOW, THEREFORE**, in consideration of the foregoing and mutually agreed upon promises, conditions, and covenants hereinafter set forth, the parties hereto agree to amend the Contract as follows:

The term of this Contract shall be from the date of this agreement until completion of the neighborhood development project outlined herein, but in any event, no later than December 31, 2025.

In all other respects, except as specifically modified herein, the terms of the Contract dated March 14, 2024, shall remain in full force and effect with respect to the provisions outlined therein, and all the terms and conditions of that Contract are incorporated herein by reference.

**IN WITNESS WHEREOF**, the parties executed this First Amendment to the Contract at Lexington, Kentucky, the day, month, and year above written.

**THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

**SIGNATURE PAGES TO FOLLOW**

**LEXINGTON-FAYETTE URBAN COUNTY  
GOVERNMENT**

BY: *Linda Gorton*  
LINDA GORTON, MAYOR

**ATTEST:**

*Deputy*  
*Mackenzie Stock*  
CLERK, URBAN COUNTY COUNCIL

**PINNACLE HOMEOWNERS  
ASSOCIATION, INC.**

BY: *Mike Halenka*  
TITLE: *President Pinnacle HOA*



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0596-25**

**File ID:** 0596-25

**Type:** Resolution

**Status:** Approved

**Version:** 2

**Contract #:**

**In Control:** Urban County Council

**File Created:** 06/10/2025

**File Name:** Request Council authorization to apply and accept award, if offered from Kentucky Justice and Public Safety Cabinet in the amount of \$40,000 for the continuation of the Street Sales Drug Enforcement Project for FY 2026. A match of \$13,334 has been budgete

**Final Action:** 07/01/2025

**Title:** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute and submit a Grant Application to the Ky. Justice and Public Safety Cabinet, to provide any additional information requested in connection with this Grant Application, and to accept this Grant if awarded, which Grant funds are in the amount of \$40,000 for the continuation of the Street Sales Drug Enforcement Project for FY 2026, the acceptance of which obligates the Urban County Government to the expenditure of \$13,334 as a local match, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Police, Weathers]

**Notes:**

**Sponsors:**

**Enactment Date:** 07/01/2025

**Attachments:** 25-Blue Sheet Memo - LPD Street Sales, FY2026 Budget Amendment - ST\_SALES\_2026, 2025 Edward Byrne Memorial Justice Assistance Grant, 596-25 ky justice grant 4923-5032-7630 v.1.docx, R-317-2025

**Enactment Number:** R-317-2025

**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	06/24/2025	Approved and Referred to Docket	Urban County Council	06/26/2025		Pass
2	Urban County Council	06/26/2025	Received First Reading	Urban County Council	07/01/2025		
2	Urban County Council	07/01/2025	Approved				Pass

**Text of Legislative File 0596-25**

**Title**

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute and submit a Grant Application to the Ky. Justice and Public Safety Cabinet, to provide any additional information requested in connection with this Grant Application, and to accept this Grant if awarded, which Grant funds are in the amount of \$40,000 for the continuation of the Street Sales Drug Enforcement Project for FY 2026, the acceptance of which obligates the Urban County Government to the expenditure of \$13,334 as a local match, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Police, Weathers]

**Summary**

Authorization to apply and accept award, if offered, from Kentucky Justice and Public Safety Cabinet in the amount of \$40,000 for the continuation of the Street Sales Drug Enforcement Project for FY 2026. A match of \$13,334 has been Budgeted, for total project cost of \$53,334. (L0596-25)(Weathers/Armstrong)

Budgetary Implications: Yes

Advance Document Review:

**Law:** Yes, Completed by Michael Sanner, 5/30/2025

**Risk Management:** N/A

Fully Budgeted: FY2026 Budget amendment is in process.

Account Number: 3140-505501-5511-XXXXX

This Fiscal Year Impact: \$53,334

Annual Impact: \$0

Project: ST\_SALES\_2026

Activity: FED\_GRANT

Budget Reference: 2026

Current Balance: BA in process



**TO: LINDA GORTON, MAYOR  
URBAN COUNTY COUNCIL**

**FROM: THERESA REYNOLDS, DIRECTOR  
DIVISION OF GRANTS AND SPECIAL PROGRAMS**

**DATE: JUNE 9, 2025**

**SUBJECT: Kentucky Justice and Public Safety Cabinet for Street Sales Drug  
Enforcement Project at the Division of Police**

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**Request:** Council Authorization to apply and accept award, if offered from Kentucky Justice and Public Safety Cabinet in the amount of \$40,000 for the continuation of the Street Sales Drug Enforcement Project for FY 2026. A match of \$13,334 has been budgeted, for total project cost of \$53,334.

**Purpose of Request:** The Division of Police request to submit a grant application to the Kentucky Justice and Public Safety Cabinet requesting federal funding for continuation of the Street Sales Drug Enforcement project and accept an award, if offered. A match of \$13,334 has been budgeted for program operation, for a total project cost of \$53,334. The source of these federal funds is the Edward Byrne Memorial Justice Assistance Grant (JAG) Program funding through a sub award administered by the Justice and Public Safety Cabinet's Criminal Justice Statistical Analysis Center (CJSAC).

**What is the cost in this budget year and future budget years?** Cost in FY26 is \$53,334. Federal funds of \$40,000 and local match funds of \$13,334 is requested. Future funding is dependent upon availability of grant funding.

**Are the funds budgeted?** FY2026 budget amendment is in process.

**File Number:** 0596-25

**Director/Commissioner:** Weathers/Armstrong



Type	Date	Business Unit	Ledger	Account	Dept ID	Fund	Section	Site	Project	Activity	Budget Reference	PCBU	BUDGET PERIOD	Amount	Descr
LFUCG			DETAIL_ACT	63155	505501	3140	5511		ST_SALES_2026	FED_GRANT	2026		2026	37,923	OT F & P-Unsch Not Pen Eligibl
LFUCG			DETAIL_ACT	63513	505501	3140	5511		ST_SALES_2026	FED_GRANT	2026		2026	14,801	Pension - Police/Fire
LFUCG			DETAIL_ACT	63622	505501	3140	5511		ST_SALES_2026	FED_GRANT	2026		2026	60	Unemployment Insurance
LFUCG			DETAIL_ACT	63624	505501	3140	5511		ST_SALES_2026	FED_GRANT	2026		2026	550	Medicare Expense
LFUCG			REVEST	44010	505501	3140	5511		ST_SALES_2026	FED_GRANT	2026		2026	-40,000	INTERGOVERNMENTAL/FEDERAL
LFUCG			REVEST	45911	505501	3140	5511		ST_SALES_2026	FED_GRANT	2026		2026	-13,334	TRANSFER FROM GENERAL SERVICE



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## 2025 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Invited to apply

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**From** O'Sullivan, Joseph S (Justice) <joseph.osullivan@ky.gov>

**Date** Mon 6/2/2025 9:52 AM

**To** Linda Gorton - Mayor <Mayor@lexingtonky.gov>; John Bardin <jbardin@lexingtonpolice.ky.gov>; Theresa Reynolds <teresar2@lexingtonky.gov>; Christina Davenport <cdavenport@lexingtonpolice.ky.gov>

**Cc** Ritzel, Andrew (Justice) <andrew.ritzel@ky.gov>

 1 attachment (283 KB)

JAG 2025 NOFO FINAL.pdf;

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### This Message Originated from Outside the Organization

This Message Is From an External Sender.

Report Suspicious

Greetings,

The 2025 Edward Byrne Memorial Justice Assistance Grant (JAG) Program application will open on Monday, June 16, and as a recipient of 2024 JAG funding, your agency is invited to apply.

We want to inform you of important updates to the 2025 JAG application process. These updates aim to streamline the application experience for all applicants. We recommend saving this email and referring to it before beginning your application in IGX.

Effective June 16, 2025, the following changes have been implemented to improve the application process in IGX:

- **Notice of Funding Opportunity (NOFO) Guidelines and Instructions:** The application guidelines and instructions have been renamed **Notice of Funding Opportunity (NOFO)** and streamlined for clarity. Additionally, NOFO instructions now align with the sequence of items in the IGX application.
- A copy of the NOFO is attached to this email and [will also be available online](#).
- **IGX Application Enhancements:** When opening IGX to apply, you will have the option to "carry forward" information from your 2024 award. Selecting this option will automatically populate relevant sections of your 2025 application with the information submitted in 2024. A drop-down menu will appear—choose "carry forward" and click "agree."

**Justice Assistance Grant (JAG 2025)**

Provided By: KYJFS\_OTS Provider Organization

Provided To: YOUTH4Life

Copy Forward Document: Don't Copy Forward

Grant Availability Dates: Don't Copy Forward

Due Date: JAG-2024-YOUTH4LI-00113 (Award Approved)

Description: JAG

Agreement Language: Are you sure you want to apply for JAG funding?

Agree Decline

**Justice Assistance Grant (JAG 2025)**

Provided By: KYJFS\_OTS Provider Organization

Provided To: YOUTH4Life

Copy Forward Document: JAG-2024-YOUTH4LI-00113 (Award Approved)

Grant Availability Dates: 1/2/2024 12:00:00 AM - 12/31/2026 12:00:00 AM

Due Date: 12/31/2026 12:00:00 AM

Description: JAG

Agreement Language: Are you sure you want to apply for JAG funding?

Agree Decline

- **Updated Budget Categories:** Budget categories have been revised to align with federal guidelines. The new categories include **overtime, travel & training, equipment, supplies, procurement contracts, other costs, and indirect costs**. Descriptions of each category can be found in the NOFO.

For questions or assistance, please contact JAG Program Specialist **Joseph O’Sullivan** at **502-564-8294** or **joseph.osullivan@ky.gov**.

Thank you for your dedication to Kentucky’s Justice Assistance Grant program. We appreciate your commitment and look forward to reviewing your application.

Joseph O’Sullivan  
**JAG Program Specialist**  
[Criminal Justice Statistical Analysis Center \(CJSAC\)](#)  
 125 Holmes St  
 Frankfort, KY. 40601  
 Phone: 502-564-8294  
 Hours: M-F 7:30am—3:30pm ET



RESOLUTION NO. \_\_\_\_-2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AND SUBMIT A GRANT APPLICATION TO THE KENTUCKY JUSTICE AND PUBLIC SAFETY CABINET, TO PROVIDE ANY ADDITIONAL INFORMATION REQUESTED IN CONNECTION WITH THIS GRANT APPLICATION, AND TO ACCEPT THIS GRANT IF AWARDED, WHICH GRANT FUNDS ARE IN THE AMOUNT OF \$40,000.00 FOR THE CONTINUATION OF THE STREET SALES DRUG ENFORCEMENT PROJECT FOR FY 2026, THE ACCEPTANCE OF WHICH OBLIGATES THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF \$13,334.00 AS A LOCAL MATCH, AND AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET.

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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 and submit a Grant Application, which is attached hereto and incorporated herein by reference, to the Kentucky Justice and Public Safety Cabinet, to provide any additional information requested in connection with this Grant Application, and to accept this Grant if awarded, which Grant funds are in the amount of \$40,000.00, for the continuation of the Street Sales Drug Enforcement Project for FY 2026, the acceptance of which obligates the Urban County Government to the expenditure of \$13,334.00 as a local match.

Section 2 - That subject to the provisions of Section 7-48 of the Lexington-Fayette Urban County Government Code of Ordinances, the Mayor is hereby authorized, in her discretion as Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or capital account appropriation within the Grant budget previously established for this Grant.

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

PASSED URBAN COUNTY COUNCIL:

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MAYOR

ATTEST:

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CLERK OF URBAN COUNTY COUNCIL

596-25:MRS:4923-5032-7630, v. 1

RESOLUTION NO. 317-2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AND SUBMIT A GRANT APPLICATION TO THE KENTUCKY JUSTICE AND PUBLIC SAFETY CABINET, TO PROVIDE ANY ADDITIONAL INFORMATION REQUESTED IN CONNECTION WITH THIS GRANT APPLICATION, AND TO ACCEPT THIS GRANT IF AWARDED, WHICH GRANT FUNDS ARE IN THE AMOUNT OF \$40,000.00 FOR THE CONTINUATION OF THE STREET SALES DRUG ENFORCEMENT PROJECT FOR FY 2026, THE ACCEPTANCE OF WHICH OBLIGATES THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF \$13,334.00 AS A LOCAL MATCH, AND AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET.

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 and submit a Grant Application, which is attached hereto and incorporated herein by reference, to the Kentucky Justice and Public Safety Cabinet, to provide any additional information requested in connection with this Grant Application, and to accept this Grant if awarded, which Grant funds are in the amount of \$40,000.00, for the continuation of the Street Sales Drug Enforcement Project for FY 2026, the acceptance of which obligates the Urban County Government to the expenditure of \$13,334.00 as a local match.

Section 2 - That subject to the provisions of Section 7-48 of the Lexington-Fayette Urban County Government Code of Ordinances, the Mayor is hereby authorized, in her discretion as Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or capital account appropriation within the Grant budget previously established for this Grant.

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

PASSED URBAN COUNTY COUNCIL: July 1, 2025

*Randa Gorton*

\_\_\_\_\_  
MAYOR

ATTEST:

*[Signature]*

\_\_\_\_\_  
CLERK OF URBAN COUNTY COUNCIL



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0598-25**

**File ID:** 0598-25

**Type:** Resolution

**Status:** Approved

**Version:** 2

**Contract #:** 178-2025

**In Control:** Urban County Council

**File Created:** 06/11/2025

**File Name:** Request Council authorization to execute an amendment to the Garden Meadows Homeowners Association, Inc. Neighborhood Action Match agreement providing an extension of the project to December 1, 2025 at no additional cost due to delays.

**Final Action:** 07/01/2025

**Title:** A Resolution authorizing and directing the Mayor on behalf of the Urban County Government, to execute a third amendment to the Garden Meadows Homeowners Association Neighborhood Action Match Agreement to extend the period of performance to December 31, 2025, at no additional expense to the Urban County Government. [Div. of Grants and Special Programs, Reynolds]

**Notes:** SAF in the CCO. Returned to Celia Moore 7/2/2025. MS

**Sponsors:**

**Enactment Date:** 07/01/2025

**Attachments:** 25-Blue Sheet Memo Garden Meadows HOA Extension #3, NAMP Amendment No. 3 - Garden Meadows HOA - Unsigned- WDR FINAL, RESO 0598-25 4914-5839-9823 v.1.docx, R-318-2025, Contract #178-2025

**Enactment Number:** R-318-2025

**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	06/24/2025	Approved and Referred to Docket	Urban County Council	06/26/2025		Pass
2	Urban County Council	06/26/2025	Received First Reading	Urban County Council	07/01/2025		
2	Urban County Council	07/01/2025	Approved				Pass

### Text of Legislative File 0598-25

**Title**

A Resolution authorizing and directing the Mayor on behalf of the Urban County Government, to execute a third amendment to the Garden Meadows Homeowners Association Neighborhood Action Match Agreement to extend the period of performance to December 31, 2025, at no additional expense to the Urban County Government. [Div. of Grants and Special Programs, Reynolds]

**Summary**

Authorization to amend the Garden Meadows Homeowners Association, Inc. Neighborhood Action Match Agreement (Resolution 557-2022), providing an extension of the project to December 31, 2025 at no additional cost due weather-related delays. (L0598-25)  
(Reynolds/Lanter)

Budgetary Implications: NO

Advance Document Review:

**Law:** Yes, Completed by William Razor, 6/9/2025

**Risk Management:** N/A

Fully Budgeted: Yes, funds previously Budgeted.

Account Number: 1101-160202-1427-71299

This Fiscal Year Impact: \$0

Annual Impact: \$0

Project:

Activity:

Budget Reference:

Current Balance:

**TO: LINDA GORTON, MAYOR  
URBAN COUNTY COUNCIL**

**FROM: THERESA REYNOLDS, DIRECTOR  
DIVISION OF GRANTS AND SPECIAL PROGRAMS**

**DATE: JUNE 9, 2025**

**SUBJECT: Amendment No. 3 to the agreement for Garden Meadows Homeowners  
Association, Inc. under the Neighborhood Action Match Program**

---

**Request:** Council Authorization to execute an amendment to the Garden Meadows Homeowners Association, Inc. Neighborhood Action Match agreement providing an extension of the project to December 1, 2025 at no additional cost due to delays.

**Purpose of Request:** On September 22, 2022 (Resolution 557-2022), Council authorized the award of \$8,000 in Neighborhood Action Match Program funds to the Garden Meadows Homeowners Association, Inc. to build a fence in the neighborhood cemetery, adding foliage to the cemetery, placing signs at the entrance of the neighborhood “Deed Restricted Community”, and enhancing the appearance of the main entrance by repainting the neighborhood sign. On December 5, 2024 (Resolution 627-2024) Council approved to extend period of performance to June 30, 2025 at no additional cost.

Garden Meadows Homeowners Association request an extension to December 1, 2025 due to weather related setbacks and continual contractors’ delays.

**Cost in this Budget year:** N/A

**Are the funds budgeted?** Yes, funds are previously budgeted.

**File Number:** 0598-25

**Director/Commissioner:** Reynolds/Lanter



**GRANT AGREEMENT  
AMENDMENT NO. 3**

**THIS GRANT AGREEMENT (“Contract”) AMENDMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT** (hereinafter referred to as "Government"), an urban county government of the Commonwealth of Kentucky, on behalf of its Division of Grants and Special Programs, and **Garden Meadows Homeowners Association, Inc.** (hereinafter "Association"), a non-profit corporation created pursuant to KRS Chapter 273, with offices located in Lexington, Kentucky.

**WITNESSETH:**

**WHEREAS**, the parties hereto have previously entered into a contract dated October 18, 2022 under the terms of which the Government granted to the Association \$8,000 to build a fence in the neighborhood cemetery, add foliage to the hill in the cemetery, add “Deed Restricted Community” signs to the entrance of the neighborhood, and to enhance the appearance of the main entrance by repainting the neighborhood sign and upgrading the overall appeal of the focal point of the neighborhood upon entrance; and

**WHEREAS**, the Association has requested additional time to complete the project activities;

**WHEREAS**, the Contract provides for no modifications except by written agreement of the Government and the Association;

**NOW, THEREFORE**, in consideration of the foregoing and mutually agreed upon promises, conditions, and covenants hereinafter set forth, the parties hereto agree to amend the Contract as follows:

The term of this Contract shall be from the date of this agreement until completion of the neighborhood development project outlined herein, but in any event, no later than December 31, 2025.

In all other respects, except as specifically modified herein, the terms of the Contract dated October 18, 2022, shall remain in full force and effect with respect to the provisions outlined therein, and all the terms and conditions of that Contract are incorporated herein by reference.

**IN WITNESS WHEREOF**, the parties executed this Third Amendment to the Contract at Lexington, Kentucky, the day, month, and year above written.

**THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

**SIGNATURE PAGES TO FOLLOW**



**LEXINGTON-FAYETTE URBAN COUNTY  
GOVERNMENT**

BY: \_\_\_\_\_  
LINDA GORTON, MAYOR

**ATTEST:**

\_\_\_\_\_  
CLERK, URBAN COUNTY COUNCIL

**GARDEN MEADOWS HOMEOWNERS  
ASSOCIATION**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_-2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A THIRD AMENDMENT TO THE GARDEN MEADOWS HOMEOWNERS ASSOCIATION NEIGHBORHOOD ACTION MATCH AGREEMENT TO EXTEND THE PERIOD OF PERFORMANCE TO DECEMBER 1, 2025, AT NO ADDITIONAL EXPENSE 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 and directed to execute a third amendment to the Garden Meadows Homeowners Association Neighborhood Action Match Agreement to extend the period of performance to December 1, 2025, at no additional expense to the Urban County Government.

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

PASSED URBAN COUNTY COUNCIL:

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MAYOR

ATTEST:

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CLERK OF URBAN COUNTY COUNCIL

0598-25:WDR:4914-5839-9823, v. 1

RESOLUTION NO. 318 -2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A THIRD AMENDMENT TO THE GARDEN MEADOWS HOMEOWNERS ASSOCIATION NEIGHBORHOOD ACTION MATCH AGREEMENT TO EXTEND THE PERIOD OF PERFORMANCE TO DECEMBER 31, 2025, AT NO ADDITIONAL EXPENSE 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 and directed to execute a third amendment to the Garden Meadows Homeowners Association Neighborhood Action Match Agreement to extend the period of performance to December 31, 2025, at no additional expense to the Urban County Government.

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

PASSED URBAN COUNTY COUNCIL: July 1, 2025

*Linda Gorton*

\_\_\_\_\_  
MAYOR

ATTEST:

*[Signature]*  
\_\_\_\_\_  
CLERK OF URBAN COUNTY COUNCIL

**GRANT AGREEMENT  
AMENDMENT NO. 3**

**THIS GRANT AGREEMENT (“Contract”) AMENDMENT** is made and entered into this 2 day of July, 2025, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT** (hereinafter referred to as "Government"), an urban county government of the Commonwealth of Kentucky, on behalf of its Division of Grants and Special Programs, and **Garden Meadows Homeowners Association, Inc.** (hereinafter "Association"), a non-profit corporation created pursuant to KRS Chapter 273, with offices located in Lexington, Kentucky.

**WITNESSETH:**

**WHEREAS**, the parties hereto have previously entered into a contract dated October 18, 2022 under the terms of which the Government granted to the Association \$8,000 to build a fence in the neighborhood cemetery, add foliage to the hill in the cemetery, add “Deed Restricted Community” signs to the entrance of the neighborhood, and to enhance the appearance of the main entrance by repainting the neighborhood sign and upgrading the overall appeal of the focal point of the neighborhood upon entrance; and

**WHEREAS**, the Association has requested additional time to complete the project activities;

**WHEREAS**, the Contract provides for no modifications except by written agreement of the Government and the Association;

**NOW, THEREFORE**, in consideration of the foregoing and mutually agreed upon promises, conditions, and covenants hereinafter set forth, the parties hereto agree to amend the Contract as follows:

The term of this Contract shall be from the date of this agreement until completion of the neighborhood development project outlined herein, but in any event, no later than December 31, 2025.

In all other respects, except as specifically modified herein, the terms of the Contract dated October 18, 2022, shall remain in full force and effect with respect to the provisions outlined therein, and all the terms and conditions of that Contract are incorporated herein by reference.

**IN WITNESS WHEREOF**, the parties executed this Third Amendment to the Contract at Lexington, Kentucky, the day, month, and year above written.

**THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

**SIGNATURE PAGES TO FOLLOW**

**LEXINGTON-FAYETTE URBAN COUNTY  
GOVERNMENT**

BY: *Linda Gorton*  
LINDA GORTON, MAYOR

**ATTEST:**

*Deputy*  
*Mackenzie Stock*  
CLERK, URBAN COUNTY COUNCIL

**GARDEN MEADOWS HOMEOWNERS  
ASSOCIATION**

BY: *[Signature]*  
*Thomas J. Dostart*  
TITLE: *President*



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0599-25**

**File ID:** 0599-25

**Type:** Resolution

**Status:** Approved

**Version:** 2

**Contract #:**

**In Control:** Urban County Council

**File Created:** 06/11/2025

**File Name:** Request Council authorization to accept an award for the Police Training Incentive Grant in an amount up to \$4,388,118 for FY 2026 from the Kentucky Justice and Public Safety Cabinet under the Kentucky Law Enforcement Foundation Program Fund.

**Final Action:** 07/01/2025

**Title:** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to accept an award for the Police Training Incentive Grant in an amount up to \$4,388,118 for FY 2026 from the Ky. Justice and Public Safety Cabinet under the Ky. Law Enforcement Foundation Program Fund to provide eligible Police Officers with supplemental pay for participation in training programs and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Police, Weathers]

**Notes:**

**Sponsors:**

**Enactment Date:** 07/01/2025

**Attachments:** 25-Blue Sheet Memo - Police Train, FY2026 Budget Amendment POL\_TRAIN\_2026, FY26 KLEFPF Rates, 599-25 police training grant 4938-2324-5902 v.1.docx, R-319-2025

**Enactment Number:** R-319-2025

**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	06/24/2025	Approved and Referred to Docket	Urban County Council	06/26/2025		Pass
2	Urban County Council	06/26/2025	Received First Reading	Urban County Council	07/01/2025		
2	Urban County Council	07/01/2025	Approved				Pass

### Text of Legislative File 0599-25

**Title**

A Resolution authorizing and directing the Mayor, on behalf of the Urban County

Government, to accept an award for the Police Training Incentive Grant in an amount up to \$4,388,118 for FY 2026 from the Ky. Justice and Public Safety Cabinet under the Ky. Law Enforcement Foundation Program Fund to provide eligible Police Officers with supplemental pay for participation in training programs and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Police, Weathers]

**Summary**

Authorization to accept an award for the Police Training Incentive Grant in an amount up to \$4,388,118 for FY 2026 from the Kentucky Justice and Public Safety Cabinet under the Kentucky Law Enforcement Foundation Program Fund to provide eligible Police officers with supplemental pay for participation in training programs. (L0599-25)(Weathers/Armstrong)

Budgetary Implications: Yes

Advance Document Review:

**Law:** N/A

**Risk Management:** N/A

Fully Budgeted: FY26 Budget amendment is in process.

Account Number:

This Fiscal Year Impact: \$ 4,388,118

Annual Impact: \$0

Project: POL\_TRAIN\_2026

Activity: STA\_GRANT

Budget Reference: 2026

Current Balance: BA in process

**TO: LINDA GORTON, MAYOR  
URBAN COUNTY COUNCIL**

**FROM: THERESA REYNOLDS, DIRECTOR  
DIVISION OF GRANTS AND SPECIAL PROGRAMS**

**DATE: JUNE 10, 2025**

**SUBJECT: Police Training Incentive for Fiscal Year 2026**

---

**Request:** Council authorization to accept an award for the Police Training Incentive Grant in an amount up to \$4,388,118 for FY 2026 from the Kentucky Justice and Public Safety Cabinet under the Kentucky Law Enforcement Foundation Program Fund.

**Purpose of Request:** Police Training Incentive funds are used to provide eligible police officers with supplemental pay for participation in training programs. Supplemental pay in the amount of \$4,562 for each eligible officer (estimated 641 sworn positions eligible) is provided for a total of \$2,924,242. In addition, the program contributes up to 50.06% of that total towards the pension of participants, totaling \$1,463,876.

**What is the cost in this budget year and future budget years?** Grant funds for Fiscal Year 2026 total \$4,388,118 with no local match required. Future years' funding is dependent upon availability of grant funding.

**Are the funds budgeted?** FY26 budget amendment is in process.

**File Number:** 0599-25

**Director/Commissioner:** Weathers/Armstrong





Type	Date	Business Unit	Ledger	Account	Dept ID	Fund	Section	Site	Project	Activity	Budget Reference	PCBU	BUDGET_PERIOD	Amount	Descr
LFUCG			DETAIL_ACT	63418	505501	3400	5511		POL_TRAIN_2026	STA_GRANT	2026		2026	2,924,242	TRAINING INCENTIVE
LFUCG			DETAIL_ACT	63513	505501	3400	5511		POL_TRAIN_2026	STA_GRANT	2026		2026	1,463,876	P & F PENSION
LFUCG			REVEST	44040	505501	3400	5511		POL_TRAIN_2026	STA_GRANT	2026		2026	-4,388,118	INTERGOVERNMENTAL-STATE

**July 1, 2025**  
**INCENTIVE RATES**  
**\$4562.00 per year**

Pay Periods per Year	Pay Periods per Month	Rates
12 or 24 Pay Periods	1 or 2 Pay Periods per Month	\$380.17
26 Pay Periods	2 Pay Periods per Month	\$380.17
26 Pay Periods	3 Pay Periods Per Month	\$380.17
Partial Pay Periods	Per Day	\$12.67

**PENSION RATES**

CERS Hazardous	35.73%	\$135.83 per month	\$4.53 per day
CERS Non-Hazardous	18.62%	\$70.79 per month	\$2.36 per day
KERS Hazardous	23.74%	\$87.62 per month	\$2.92 per day

RESOLUTION NO. \_\_\_\_-2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO ACCEPT AN AWARD FOR THE POLICE TRAINING INCENTIVE GRANT IN AN AMOUNT UP TO \$4,388,118.00 FOR FY 2026 FROM THE KENTUCKY JUSTICE AND PUBLIC SAFETY CABINET UNDER THE KENTUCKY LAW ENFORCEMENT FOUNDATION PROGRAM FUND TO PROVIDE ELIGIBLE POLICE OFFICERS WITH SUPPLEMENTAL PAY FOR PARTICIPATION IN TRAINING PROGRAMS AND AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET.

---

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 accept an award for the Police Training Incentive Grant in an amount up to \$4,388,118.00 for FY 2026 from the Kentucky Justice and Public Safety Cabinet under the Kentucky Law Enforcement Foundation Program Fund to provide eligible police officers with supplemental pay for participation in training programs.

Section 2 - That subject to the provisions of Section 7-48 of the Lexington-Fayette Urban County Government Code of Ordinances, the Mayor is hereby authorized, in her discretion as Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or capital account appropriation within the Grant budget previously established for this Grant.

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

PASSED URBAN COUNTY COUNCIL:

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MAYOR

ATTEST:

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CLERK OF URBAN COUNTY COUNCIL

599-25:MRS:4938-2324-5902, v. 1

RESOLUTION NO. 319-2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO ACCEPT AN AWARD FOR THE POLICE TRAINING INCENTIVE GRANT IN AN AMOUNT UP TO \$4,388,118.00 FOR FY 2026 FROM THE KENTUCKY JUSTICE AND PUBLIC SAFETY CABINET UNDER THE KENTUCKY LAW ENFORCEMENT FOUNDATION PROGRAM FUND TO PROVIDE ELIGIBLE POLICE OFFICERS WITH SUPPLEMENTAL PAY FOR PARTICIPATION IN TRAINING PROGRAMS AND AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET.

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 accept an award for the Police Training Incentive Grant in an amount up to \$4,388,118.00 for FY 2026 from the Kentucky Justice and Public Safety Cabinet under the Kentucky Law Enforcement Foundation Program Fund to provide eligible police officers with supplemental pay for participation in training programs.

Section 2 - That subject to the provisions of Section 7-48 of the Lexington-Fayette Urban County Government Code of Ordinances, the Mayor is hereby authorized, in her discretion as Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or capital account appropriation within the Grant budget previously established for this Grant.

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

PASSED URBAN COUNTY COUNCIL: July 1, 2025

*Linda Gorton*

\_\_\_\_\_  
MAYOR

ATTEST:

*[Signature]*  
\_\_\_\_\_  
CLERK OF URBAN COUNTY COUNCIL



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0600-25**

**File ID:** 0600-25

**Type:** Resolution

**Status:** Approved

**Version:** 2

**Contract #:**

**In Control:** Urban County Council

**File Created:** 06/11/2025

**File Name:** Request Council authorization to accept an award for the Fire Training Incentive Grant in an amount up to \$4,347,043 for FY 2026 from the Commission on Fire Protection, Personnel, Standards, and Education for Training Incentives for Firefighters.

**Final Action:** 07/01/2025

**Title:** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to accept an award for the Fire Training Incentive Grant in an amount up to \$4,347,043 for FY 2026 from the Commission on Fire Protection, Personnel, Standards, and Education to provide eligible Firefighters with supplemental pay for participation in training programs and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Fire and Emergency Services, Wells]

**Notes:**

**Sponsors:**

**Enactment Date:** 07/01/2025

**Attachments:** 25-Blue Sheet Memo - Fire Train, FY2026 Budget Amendment FIRE\_TRAIN\_2026, FY26 KLEFPF Rates, 600-25 fire training grant 4935-4662-0750 v.1.docx, R-320-2025

**Enactment Number:** R-320-2025

**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	06/24/2025	Approved and Referred to Docket	Urban County Council	06/26/2025		Pass
2	Urban County Council	06/26/2025	Received First Reading	Urban County Council	07/01/2025		
2	Urban County Council	07/01/2025	Approved				Pass

### Text of Legislative File 0600-25

**Title**

A Resolution authorizing and directing the Mayor, on behalf of the Urban County

Government, to accept an award for the Fire Training Incentive Grant in an amount up to \$4,347,043 for FY 2026 from the Commission on Fire Protection, Personnel, Standards, and Education to provide eligible Firefighters with supplemental pay for participation in training programs and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Fire and Emergency Services, Wells]

**Summary**

Authorization to accept an award for the Fire Training Incentive Grant in an amount up to \$4,347,043 for FY 2026 from the Commission on Fire Protection, Personnel, Standards, and Education to provide eligible Firefighters with supplemental pay for participation in training programs. (L0600-25)(Wells/Armstrong)

Budgetary Implications: Yes

Advance Document Review:

**Law:** N/A

**Risk Management:** N/A

Fully Budgeted: FY26 Budget amendment is in process.

Account Number:

This Fiscal Year Impact: \$ 4,347,043

Annual Impact: \$0

Project: FIRE\_TRAIN\_2026

Activity: STA\_GRANT

Budget Reference: 2026

Current Balance: BA in process



**TO: LINDA GORTON, MAYOR  
URBAN COUNTY COUNCIL**

**FROM: THERESA REYNOLDS, DIRECTOR  
DIVISION OF GRANTS AND SPECIAL PROGRAMS**

**DATE: JUNE 10, 2025**

**SUBJECT: Fire Training Incentive for Fiscal Year 2026**

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**Request:** Council authorization to accept an award for the Fire Training Incentive Grant in an amount up to \$4,347,043 for FY 2026 from the Commission on Fire Protection, Personnel, Standards, and Education for Training Incentives for Firefighters.

**Purpose of Request:** Fire Training Incentive funds are used to provide eligible firefighters with supplemental pay for participation in training programs. Supplemental pay in the amount of \$4,562 for each eligible firefighter (635 estimated sworn positions) is provided for a total of \$2,896,870. In addition, the program contributes up to 50.06% of that total towards the pension of participants, totaling \$1,450,173.

**What is the cost in this budget year and future budget years?** Grant funds for Fiscal Year 2026 total \$4,347,043 with no local match required. Future years' funding is dependent upon availability of grant funding.

**Are the funds budgeted?** FY26 budget amendment is in process.

**File Number:** 0600-25

**Director/Commissioner:** Wells/Armstrong



Type	Date	Business Unit	Ledger	Account	Dept ID	Fund	Section	Site	Project	Activity	Budget Reference	PCBU	BUDGET PERIOD	Amount	Descr
LFUCG			DETAIL_ACT	63418	505701	3400	5701		FIRE_TRAIN_2026	STA_GRANT	2026		2026	2,896,870	TRAINING INCENTIVE
LFUCG			DETAIL_ACT	63513	505701	3400	5701		FIRE_TRAIN_2026	STA_GRANT	2026		2026	1,450,173	P & F PENSION
LFUCG			REVEST	44040	505701	3400	5701		FIRE_TRAIN_2026	STA_GRANT	2026		2026	-4,347,043	INTERGOVERNMENTAL-STATE



**July 1, 2025**  
**INCENTIVE RATES**  
**\$4562.00 per year**

<b>Pay Periods per Year</b>	<b>Pay Periods per Month</b>	<b>Rates</b>
<b>12 or 24 Pay Periods</b>	<b>1 or 2 Pay Periods per Month</b>	<b>\$380.17</b>
<b>26 Pay Periods</b>	<b>2 Pay Periods per Month</b>	<b>\$380.17</b>
<b>26 Pay Periods</b>	<b>3 Pay Periods Per Month</b>	<b>\$380.17</b>
<b>Partial Pay Periods</b>	<b>Per Day</b>	<b>\$12.67</b>

**PENSION RATES**

<b>CERS Hazardous</b>	<b>35.73%</b>	<b>\$135.83 per month</b>	<b>\$4.53 per day</b>
<b>CERS Non-Hazardous</b>	<b>18.62%</b>	<b>\$70.79 per month</b>	<b>\$2.36 per day</b>
<b>KERS Hazardous</b>	<b>23.74%</b>	<b>\$87.62 per month</b>	<b>\$2.92 per day</b>

RESOLUTION NO. \_\_\_\_-2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO ACCEPT AN AWARD FOR THE FIRE TRAINING INCENTIVE GRANT IN AN AMOUNT UP TO \$4,347,043.00 FOR FY 2026 FROM THE COMMISSION ON FIRE PROTECTION, PERSONNEL, STANDARDS, AND EDUCATION TO PROVIDE ELIGIBLE FIREFIGHTERS WITH SUPPLEMENTAL PAY FOR PARTICIPATION IN TRAINING PROGRAMS AND AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET.

---

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 accept an award for the Fire Training Incentive Grant in an amount up to \$4,347,043.00 for FY 2026 from the Commission on Fire Protection, Personnel, Standards, and Education to provide eligible firefighters with supplemental pay for participation in training programs.

Section 2 - That subject to the provisions of Section 7-48 of the Lexington-Fayette Urban County Government Code of Ordinances, the Mayor is hereby authorized, in her discretion as Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or capital account appropriation within the Grant budget previously established for this Grant.

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

PASSED URBAN COUNTY COUNCIL:

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MAYOR

ATTEST:

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CLERK OF URBAN COUNTY COUNCIL

600-25:MRS:4935-4662-0750, v. 1

RESOLUTION NO. 320 -2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO ACCEPT AN AWARD FOR THE FIRE TRAINING INCENTIVE GRANT IN AN AMOUNT UP TO \$4,347,043.00 FOR FY 2026 FROM THE COMMISSION ON FIRE PROTECTION, PERSONNEL, STANDARDS, AND EDUCATION TO PROVIDE ELIGIBLE FIREFIGHTERS WITH SUPPLEMENTAL PAY FOR PARTICIPATION IN TRAINING PROGRAMS AND AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET.

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 accept an award for the Fire Training Incentive Grant in an amount up to \$4,347,043.00 for FY 2026 from the Commission on Fire Protection, Personnel, Standards, and Education to provide eligible firefighters with supplemental pay for participation in training programs.

Section 2 - That subject to the provisions of Section 7-48 of the Lexington-Fayette Urban County Government Code of Ordinances, the Mayor is hereby authorized, in her discretion as Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or capital account appropriation within the Grant budget previously established for this Grant.

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

PASSED URBAN COUNTY COUNCIL: July 1, 2025

*Linda Gorton*

MAYOR

ATTEST:

*[Signature]*

CLERK OF URBAN COUNTY COUNCIL

600-25:MRS:4935-4662-0750, v. 1



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0602-25**

**File ID:** 0602-25

**Type:** Resolution

**Status:** Approved

**Version:** 1

**Contract #:** 191-2025

**In Control:** Urban County Council

**File Created:** 06/11/2025

**File Name:** CASA of Lexington PSA FY26

**Final Action:** 07/01/2025

**Title:** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Purchase of Service Agreement (PSA) with CASA of Lexington, Inc., for child advocacy services in Fayette County at a cost not to exceed the sum of \$278,000. [Dept. of Social Services, Maynard]

**Notes:** RIO 6/13/2025. ms

SAF in the CCO. Returned to Theresa Maynard 7/2/2025. MS

**Sponsors:**

**Enactment Date:** 07/01/2025

**Attachments:** 0602-25 Bluesheet Memo CASA of Lexington PSA FY26, CASA PSA Final w Exhibits, RESO 0602-25 FY26 CASA PSA 4912-1711-5472 v.1.docx, R-321-2025, 191-2025 - 321-2025 - CONTRACT - 2025 - CLK - Contracts - 7-2-2025

**Enactment Number:** R-321-2025

**Deed #:**

**Hearing Date:**

**Drafter:** Theresa Maynard

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	06/24/2025	Approved and Referred to Docket	Urban County Council	06/26/2025		Pass
1	Urban County Council	06/26/2025	Received First Reading	Urban County Council	07/01/2025		
1	Urban County Council	07/01/2025	Approved				Pass

### Text of Legislative File 0602-25

#### Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Purchase of Service Agreement (PSA) with CASA of Lexington, Inc., for child advocacy services in Fayette County at a cost not to exceed the sum of \$278,000. [Dept. of Social Services, Maynard]

**Summary**

Authorization to approve a Purchase of Service Agreement with CASA of Lexington, Inc. at a cost not to exceed \$278,000 for a period of 12 months beginning in July 2025. CASA provides qualified volunteers to advocate for Fayette County children and youth who are before family court because of abuse and neglect. Funds are Budgeted. (L0602-25) (Maynard/Allen-Bryant)

Budgetary Implications: Yes

Advance Document Review:

**Law:** Tiffany Holskey 6/11/25

**Risk Management:** N/A

Fully Budgeted [select]: YES

Account Number:

1101-900263-0001-71101                      \$278,000

This Fiscal Year Impact:              Not to exceed \$278,000

Annual Impact:              N/A

Project:

Activity:

Budget Reference:

Current Balance: \$278,000.00



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

**FROM:**   
Kacy Allen-Bryant, Commissioner of Social Services

**DATE:** June 12, 2025

**SUBJECT:** Purchase of Service Agreement with CASA of Lexington, Inc.

---

**Request:**

Request Council authorization to approve a Purchase of Service agreement with CASA of Lexington, Inc. for fiscal year 2026, not to exceed a cost of \$278,000.

**Why Are You Requesting?**

CASA of Lexington, Inc. provides screened, trained and qualified community volunteers to advocate for the best interests of Fayette County children and youth who are before family court as a result of abuse and neglect. CASA of Lexington, Inc. will provide quarterly reports and updates related to the provisions of the services of the agreement, and showing how the funds are being expended only for the services of children in Fayette County.

The term of the agreement is for twelve months, beginning in July 2025 and will be effective through June 2026. This Agreement may be terminated by LFUCG with 30 days written notice.

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

\$278,000 for FY26.

**Are the funds budgeted?**

Yes, in the FY26 budget in 1101-900263-0001-71101.

**File Number:** 0602-25

**Director/Commissioner:** Theresa Maynard / Kacy Allen-Bryant



**PURCHASE OF SERVICE AGREEMENT**

THIS PURCHASE OF SERVICE AGREEMENT, made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_ 2025, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the COMMONWEALTH OF KENTUCKY created pursuant to KRS Chapter 67A ("LFUCG"), 200 East Main Street, Lexington, Kentucky 40507, and **CASA OF LEXINGTON, INC.**, a Kentucky corporation, ("Organization") with offices located at 3245 Loch Ness Dr, Lexington, Kentucky 40517.

**WHEREAS**, Organization provides screened, trained and qualified community volunteers to advocate for the best interests of children and youth who are before family court as a result of abuse and neglect (evidenced by Organization’s presentation to LFUCG’s Social Services and Public Safety Committee, attached hereto as Exhibit B);

**WHEREAS**, LFUCG believes the services provided by Organization are a valuable public service and desires to contract with the Organization to support the continued provision of these services in Fayette County;

**WITNESSETH**

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth herein, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

- 1. EFFECTIVE DATE; TERM.** This Agreement shall commence on July 1, 2025 and shall last for a period of 1 year unless terminated by LFUCG at an earlier time.
  
- 2. RELATED DOCUMENTS.** This Agreement shall consist of the terms 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" – SCOPE of Services for Fayette County
  - b. Exhibit "B" - CASA of Lexington presentation to the Social Services and Public Safety Committee\_2025-02-25
  - c. Exhibit "C" – Reporting Requirements

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", "B", and "C" in that order.

**3. SCOPE OF SERVICES.** Organization shall perform the services outlined in the attached Exhibit "A" – SCOPE of Services for Fayette County for LFUCG in a timely, workmanlike and professional manner (the "Services").

**4. PAYMENT.** LFUCG shall pay Organization a total amount not to exceed Two Hundred Seventy-Eight Thousand Dollars and 00/100 Cents (\$278,000.00) for the performance of the Services. LFUCG shall make payment under this agreement in one lump sum upon receipt of an invoice.

a. 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 LFUCG. If Organization desires to use the funds for any purpose not in accordance with Exhibit A, they shall submit a written request to the Director of Youth Services detailing the additional purpose and explaining why it is necessary. The funds may not be used for the additional purpose until the Organization receives written approval of their request. Absent any additional written agreement stating otherwise any travel or other expenses are included in the above payment.

b. LFUCG shall make payment under this Agreement upon timely submission of an invoice(s) from Organization, accompanied by data satisfactory to LFUCG to document entitlement to payment for the Services. LFUCG shall have thirty (30) days from the date of receipt of the invoice to pay the invoice amount. LFUCG reserves the right to require repayment if it is determined by LFUCG that the Services or materials provided for the Services are inadequate or defective.

**5. TERMINATION.** LFUCG, through the Mayor or the Mayor's designee, may terminate this Agreement for any reason whatsoever by providing Organization with at least thirty (30) days advance written notice. Organization shall be entitled for payment of all work performed up to that period of time, calculated on a reasonable basis.

a. In the event of a termination based upon a material condition of non-performance or default by Organization, LFUCG shall provide Organization advance written notice and a reasonable period of time to cure the breach.

b. Organization may only terminate this Agreement based upon LFUCG's failure to timely pay for properly invoiced and accepted work. Organization shall provide LFUCG with at least thirty (30) days advance written notice and an opportunity to cure prior to termination.

c. Organization acknowledges that LFUCG is a governmental entity, and that the validity of this Agreement is based upon the availability of appropriated funding. In the event that such funding is not appropriated in a future fiscal year, LFUCG's obligations under this Agreement shall automatically expire without penalty to the LFUCG thirty (30)



days after written notice to Organization. LFUCG shall exercise any application of this provision in good faith.

**6. REPORTING.** Organization shall provide LFUCG with quarterly reports and updates related to the provisions of the Services in the form and manner reasonably specified by LFUCG. Organization shall provide LFUCG with detailed quarterly reports showing how the funds are being expended only for the service of children in Fayette County. These reports shall include the information requested in Exhibit C, as well as any other information requested by LFUCG. These quarterly reports shall be due on October 17, 2025, January 16, 2026, April 17, 2026, and July 17, 2026. A yearly report shall be due on July 17, 2026.

**7. REGISTRATION; COMPLIANCE; AUTHORITY TO SIGN.** Organization shall be lawfully registered or authorized to do business in the Commonwealth of Kentucky and Lexington-Fayette County and shall at all times comply with any and all applicable federal, state, and local laws, ordinances, and regulations. LFUCG may request proof that Organization has timely filed federal, state, or local tax forms which shall be provided by Organization on a timely basis. The person signing this Agreement on behalf of Organization is fully authorized to do so.

**8. INSURANCE; INDEMNITY.**

a. 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) only if Organization utilizes automobiles in the performance of this Agreement; (if applicable) Professional Liability (\$1 million per occurrence, \$2 million aggregate); Worker's Compensation (Statutory); and Employer's Liability (\$1 million).

b. Organization shall indemnify, defend and hold harmless 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, 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 Organization or

its officials, employees, or agents; and (b) not caused solely by willful misconduct of LFUCG.

c. Organization understands and agrees that its obligation to defend LFUCG 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 LFUCG, which approval shall not be unreasonably withheld.

d. Organization further understands and agrees that its 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 LFUCG, and damage to, or destruction of, any property, including the property of LFUCG.

e. This provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this Agreement.

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

**9. RECORDS.** Organization shall keep and make available to LFUCG any records related to this Agreement as are necessary to support its performance of the services for a period of at least five (5) years following the expiration or termination of this Agreement, or as otherwise required depending upon the source of funds. Books of accounts shall be kept by Organization and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of Organization related to this Agreement and shall be made available to LFUCG upon request.

a. LFUCG shall be the owner of all final documents, data, studies, plans, reports, and information prepared by Organization under this Agreement.

b. Organization understands and agrees that this Agreement and any related documents may be subject to disclosure under the Kentucky Open Records Act and will comply with any reasonable request by LFUCG to provide assistance with such a request.

**10. ACCESS.** Organization shall allow LFUCG any necessary reasonable access to monitor its performance under this Agreement.

**11. CONTRACTUAL RELATIONSHIP ONLY.** 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.

**12. EQUAL OPPORTUNITY; FAIRNESS ORDINANCE.** 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.

**13. SEXUAL HARASSMENT.** Organization must adopt or have adopted 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 made available to LFUCG upon request.

**14. ANNUAL AUDIT.** Organization shall comply with the audit requirements of 200 CFR Part 200, Subpart F, if applicable. LFUCG shall also have the option to request an audit of all revenue and expenditures related to this Agreement. If such an audit is requested by LFUCG, the audit shall be conducted by independent certified public accountants at Organization's expense, 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. For any audit performed, including a 200 CFR Part 200 audit, a copy of the audit, or clean audit opinion letter from an independent certified public accountant, shall be submitted to LFUCG upon request.

**15. INVESTMENT.** Any investment of the funds received pursuant to this Agreement must fully comply with any restrictions imposed by law.

**16. NO ASSIGNMENT.** Organization may not assign any of its rights and duties under this Agreement without the prior written consent of LFUCG.

**17. NO THIRD PARTY RIGHTS.** This Agreement does not create a contractual relationship with or right of action in favor of a third party against either Organization or LFUCG.

**18. KENTUCKY LAW AND VENUE.** 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.

**19. AMENDMENTS.** By mutual agreement, the parties to this Agreement may, from time to time, make written changes to any provision hereof. Organization acknowledges that LFUCG may make such changes only upon approval of its legislative authority, the Lexington-Fayette Urban County Council, and the signature of its Mayor.

**20. NOTICE.** Any written notice required by the Agreement shall be delivered by certified mail, return receipt requested, to the following:

For Organization:

CASA OF LEXINGTON, INC.  
3245 Loch Ness Dr.  
Lexington, Kentucky 40517  
Attn: Melynda Jamison

For Government:

Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, Kentucky 40507  
Attn: Commissioner Kacy Allen-Bryant,  
Department of Social Services

**21. WAIVER.** 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.

**22. ENTIRE AGREEMENT.** This Agreement shall constitute the entire agreement between the parties and no representations, inducements, promises or agreements, oral or otherwise, which are not embodied herein shall be effective for any purpose. This Agreement shall replace any previous agreement between the parties on the same subject matter.

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:

\_\_\_\_\_  
Clerk of the Urban County Council

CASA OF LEXINGTON, INC.

BY: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
ATTEST:

\_\_\_\_\_  
WITNESS: \_\_\_\_\_

DATE: \_\_\_\_\_

## **EXHIBIT "A"**

### Lexington/Fayette Urban County Government Addendum for Services

#### **SCOPE of Services for Fayette County**

CASA of Lexington, Inc. ("Organization") will use the \$278,000.00 provided by LFUCG to provide their advocacy services for children and youth in Fayette County and to support their general operations in Fayette County. This may include expending the funds for the following purposes:

1. Staff serving Fayette County – could include salaries and fringe
2. Volunteer Recruitment
3. Volunteer Training
4. Utilities and IT services for Fayette County building
5. Board Development
6. Office Supplies
7. Any building maintenance or updates
8. Database and Software costs
9. Memberships
10. Trainings for Fayette Staff
11. Mileage reimbursement for Fayette staff and volunteers
12. Printing
13. Postage
14. Equipment

If Organization desires to use the funds for any purpose not listed in sections one (1) through fourteen (14) above, they shall submit a written request to the Director of Youth Services detailing the additional purpose and explaining why it is necessary. The funds may not be used for the additional purpose until the Organization receives written approval of their request.

**EXHIBIT "B"**

Lexington/Fayette Urban County Government  
Addendum for Services  
CASA of Lexington, Inc.

**CASA of Lexington presentation to the Social Services and Public Safety  
Committee\_2025-02-25**

## **EXHIBIT "C"**

Lexington/Fayette Urban County Government  
Addendum for Services  
CASA of Lexington, Inc.

### **Reporting Requirements**

#### Advocacy:

Fayette County numbers only

- How many cases (i.e. new cases, how many children)?
- How many children's cases were closed (i.e. number of children, number of cases)?
- How many volunteers to children and total number of advocacy hours?

#### Demographics:

Fayette County numbers only

- Gender
- Age
- Ethnicity
- Case Closed Time Frame
- Council Districts Served

#### Volunteer Managers:

- Fayette County Volunteer Managers' Names
  - How many volunteers supervised by each (no more than 30)

#### Volunteer Training:

- Fayette County volunteers only
  - Date of training?
  - How many trained?

#### Fundraising, Grants, Donations

- What percentage to Fayette County?

#### Presentations/Other

- Specific to Fayette County





**CASA**

Court Appointed Special Advocates  
**FOR CHILDREN**

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**CASA OF LEXINGTON**

## What is CASA?

A CASA program provides screened, trained and qualified community volunteers to **advocate** for the **best interests** of children and youth who are before family court as a result of abuse or neglect as defined by state child welfare laws, living at home or in out-of-home care.

# What does a CASA volunteer do?

Each CASA volunteer:

- Visits their matched child monthly
- Gathers info about their child's life
- Writes reports and makes recommendations

# Requirements to Serve

- 21 years or older
- Pass background checks
- Complete 30-hour training
- Oath of confidentiality
- 12 hours of continuing education annually
- 5-10 hours a month for at least 2 years

# What's the difference?

CASA volunteers are unique. Unlike lawyers and social workers who are required to consider the parents' or family's best interests, the CASA volunteer focuses solely on what is best for the child or children.



## CASA Mission, Vision and Values

- **MISSION:** CASA of Lexington's trained and supervised volunteers advocate through the family court system to ensure all victims of child abuse and neglect are safe and thrive in a permanent home.
- **VISION:** A community where every child lives and thrives in a safe, caring and permanent home.
- **VALUES:** Integrity, compassion, resiliency, stewardship, collaboration, inclusiveness, professionalism, and sustainability.

# History of National CASA



- First CASA program launched in 1977 in Seattle
- Today there are nearly 950 CASA programs nationwide
- 49 of 50 states have CASA programs (North Dakota is the outlier)

# History of CASA of Lexington



- Program planning began in 1986
- Became standalone nonprofit in 2003
- Funded by private donations, grants, fundraisers and contributions from local governments
- 2024 volunteers: 275
- 2024 children served: 673
- Counties served: Fayette, Bourbon, Woodford, Scott, Jessamine, Garrard and Lincoln



## Fayette County in 2024

- CASA of Lexington volunteers: **163**
- Fayette County children who received a CASA volunteer: **423**
- Number of new substantiated cases of abused and neglect: **1,060**

# CASA of Lexington Growth



- 2000: 70 children served
- 2003: 100 children served
- 2008: 102 children served
- 2013: 171 children served
- 2018: 626 children served
- 2023: 681 children served
- 2024: 673 children served

# Zach's Story

- One of five kids who survived extreme physical neglect and sexual abuse by their parents
- Moved to placement after placement, no one was willing to keep him long-term
- Provisionally diagnosed with autism; CASA volunteer pushed for assessment that revealed he did not have autism
- Now has appropriate diagnosis and receiving effective interventions
- Adopted and living with one of his siblings
- All five siblings had CASA volunteers
- Four of five have now been adopted and fifth is expected to be adopted soon



## What is a CASA Volunteer Manager?

- Paid staff person
- 1:30 ratio to CASA volunteers by state law and National CASA standards
- Attend first home visit
- Always attends court hearings
- Guides CASA volunteers through the process

# LOCAL FUNDING FOR CASA SERVICES

In CASA of Lexington's seven-county service region (2023 Calendar Year)



**TOTAL PROGRAM BUDGET**

**\$1,382,122**

**TOTAL CHILDREN SERVED**

**681**

**COST PER CHILD SERVED**

**\$2,030**



**BOURBON**

**56%**

of program budget provided by local governments

**\$52,392**

total annual allocation from local governments

**\$93,380**

cost to serve children

**46**

children served in 2024



**FAYETTE**

**11%**

of program budget provided by local government

**\$100,000**

total annual allocation from local government

**\$911,470**

cost to serve children

**449**

children served in 2024



**GARRARD**

**45%**

of program budget provided by local governments

**\$19,892**

total annual allocation from local governments

**\$44,660**

cost to serve children

**22**

children served in 2024



**JESSAMINE**

**35%**

of program budget provided by local governments

**\$40,000**

total annual allocation from local governments

**\$115,710**

cost to serve children

**57**

children served in 2024



**LINCOLN**

**66%**

of program budget provided by local governments

**\$16,108**

total annual allocation from local governments

**\$24,360**

cost to serve children

**12**

children served in 2024



**SCOTT**

**29%**

of program budget provided by local governments

**\$40,000**

total annual allocation from local governments

**\$140,070**

cost to serve children

**69**

children served in 2024



**WOODFORD**

**88%**

of program budget provided by local governments

**\$46,380**

total annual allocation from local governments

**\$52,780**

cost to serve children

**26**

children served in 2024

**1133**

# VIDEO

RESOLUTION NO. \_\_\_\_\_ - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A PURCHASE OF SERVICE AGREEMENT (PSA) WITH CASA OF LEXINGTON, INC., FOR CHILD ADVOCACY SERVICES IN FAYETTE COUNTY AT A COST NOT TO EXCEED THE SUM OF \$278,000.00.

---

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 CASA of Lexington, Inc. for child advocacy services in Fayette County.

Section 2 – That an amount, not to exceed the sum of \$278,000.00, be and hereby is approved for payment to CASA of Lexington, Inc., from account #1101-900263-71101, 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

0602-25:TAH:4912-1711-5472, v. 1

RESOLUTION NO. 321 - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A PURCHASE OF SERVICE AGREEMENT (PSA) WITH CASA OF LEXINGTON, INC., FOR CHILD ADVOCACY SERVICES IN FAYETTE COUNTY AT A COST NOT TO EXCEED THE SUM OF \$278,000.00.

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 CASA of Lexington, Inc. for child advocacy services in Fayette County.

Section 2 – That an amount, not to exceed the sum of \$278,000.00, be and hereby is approved for payment to CASA of Lexington, Inc., from account #1101-900263-71101, 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: July 1, 2025

*Linda Gorton*

MAYOR

ATTEST:

*[Signature]*

CLERK OF URBAN COUNTY COUNCIL

0602-25:TAH:4912-1711-5472, v. 1



**PURCHASE OF SERVICE AGREEMENT**

THIS PURCHASE OF SERVICE AGREEMENT, made and entered into on the 2 day of July 2025, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the COMMONWEALTH OF KENTUCKY created pursuant to KRS Chapter 67A ("LFUCG"), 200 East Main Street, Lexington, Kentucky 40507, and **CASA OF LEXINGTON, INC.**, a Kentucky corporation, ("Organization") with offices located at 3245 Loch Ness Dr, Lexington, Kentucky 40517.

**WHEREAS**, Organization provides screened, trained and qualified community volunteers to advocate for the best interests of children and youth who are before family court as a result of abuse and neglect (evidenced by Organization's presentation to LFUCG's Social Services and Public Safety Committee, attached hereto as Exhibit B);

**WHEREAS**, LFUCG believes the services provided by Organization are a valuable public service and desires to contract with the Organization to support the continued provision of these services in Fayette County;

**WITNESSETH**

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth herein, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

- 1. EFFECTIVE DATE; TERM.** This Agreement shall commence on July 1, 2025 and shall last for a period of 1 year unless terminated by LFUCG at an earlier time.
- 2. RELATED DOCUMENTS.** This Agreement shall consist of the terms 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" – SCOPE of Services for Fayette County
  - b. Exhibit "B" - CASA of Lexington presentation to the Social Services and Public Safety Committee\_2025-02-25
  - c. Exhibit "C" – Reporting Requirements

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", "B", and "C" in that order.

**3. SCOPE OF SERVICES.** Organization shall perform the services outlined in the attached Exhibit "A" – SCOPE of Services for Fayette County for LFUCG in a timely, workmanlike and professional manner (the "Services").

**4. PAYMENT.** LFUCG shall pay Organization a total amount not to exceed Two Hundred Seventy-Eight Thousand Dollars and 00/100 Cents (\$278,000.00) for the performance of the Services. LFUCG shall make payment under this agreement in one lump sum upon receipt of an invoice.

a. 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 LFUCG. If Organization desires to use the funds for any purpose not in accordance with Exhibit A, they shall submit a written request to the Director of Youth Services detailing the additional purpose and explaining why it is necessary. The funds may not be used for the additional purpose until the Organization receives written approval of their request. Absent any additional written agreement stating otherwise any travel or other expenses are included in the above payment.

b. LFUCG shall make payment under this Agreement upon timely submission of an invoice(s) from Organization, accompanied by data satisfactory to LFUCG to document entitlement to payment for the Services. LFUCG shall have thirty (30) days from the date of receipt of the invoice to pay the invoice amount. LFUCG reserves the right to require repayment if it is determined by LFUCG that the Services or materials provided for the Services are inadequate or defective.

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its officials, employees, or agents; and (b) not caused solely by willful misconduct of LFUCG.

c. Organization understands and agrees that its obligation to defend LFUCG 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 LFUCG, which approval shall not be unreasonably withheld.

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**18. KENTUCKY LAW AND VENUE.** 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.

**19. AMENDMENTS.** By mutual agreement, the parties to this Agreement may, from time to time, make written changes to any provision hereof. Organization acknowledges that LFUCG may make such changes only upon approval of its legislative authority, the Lexington-Fayette Urban County Council, and the signature of its Mayor.

**20. NOTICE.** Any written notice required by the Agreement shall be delivered by certified mail, return receipt requested, to the following:

For Organization:

CASA OF LEXINGTON, INC.  
3245 Loch Ness Dr.  
Lexington, Kentucky 40517  
Attn: Melynda Jamison

For Government:

Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, Kentucky 40507  
Attn: Commissioner Kacy Allen-Bryant,  
Department of Social Services

**21. WAIVER.** 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.

**22. ENTIRE AGREEMENT.** This Agreement shall constitute the entire agreement between the parties and no representations, inducements, promises or agreements, oral or otherwise, which are not embodied herein shall be effective for any purpose. This Agreement shall replace any previous agreement between the parties on the same subject matter.

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:

*Deputy*  
Mackenzie Stack  
Clerk of the Urban County Council

CASA OF LEXINGTON, INC.

BY: [Signature]  
Melynda Jamison, Executive Director

COMMONWEALTH OF KENTUCKY)

COUNTY OF FAYETTE )

The foregoing Agreement was subscribed, sworn to and acknowledged before me by Melynda Jamison, Director, on this the 13<sup>th</sup> day of June, 2025.

My commission expires: 3/16/26



Julianne Little KYNP45707  
NOTARY PUBLIC, STATE AT LARGE, KY

## **EXHIBIT "A"**

### Lexington/Fayette Urban County Government Addendum for Services

#### **SCOPE of Services for Fayette County**

CASA of Lexington, Inc. ("Organization") will use the \$278,000.00 provided by LFUCG to provide their advocacy services for children and youth in Fayette County and to support their general operations in Fayette County. This may include expending the funds for the following purposes:

1. Staff serving Fayette County – could include salaries and fringe
2. Volunteer Recruitment
3. Volunteer Training
4. Utilities and IT services for Fayette County building
5. Board Development
6. Office Supplies
7. Any building maintenance or updates
8. Database and Software costs
9. Memberships
10. Trainings for Fayette Staff
11. Mileage reimbursement for Fayette staff and volunteers
12. Printing
13. Postage
14. Equipment

If Organization desires to use the funds for any purpose not listed in sections one (1) through fourteen (14) above, they shall submit a written request to the Director of Youth Services detailing the additional purpose and explaining why it is necessary. The funds may not be used for the additional purpose until the Organization receives written approval of their request.



**EXHIBIT "B"**

Lexington/Fayette Urban County Government  
Addendum for Services  
CASA of Lexington, Inc.

**CASA of Lexington presentation to the Social Services and Public Safety  
Committee\_2025-02-25**

## **EXHIBIT "C"**

Lexington/Fayette Urban County Government  
Addendum for Services  
CASA of Lexington, Inc.

### **Reporting Requirements**

#### Advocacy:

##### Fayette County numbers only

- How many cases (i.e. new cases, how many children)?
- How many children's cases were closed (i.e. number of children, number of cases)?
- How many volunteers to children and total number of advocacy hours?

#### Demographics:

##### Fayette County numbers only

- Gender
- Age
- Ethnicity
- Case Closed Time Frame
- Council Districts Served

#### Volunteer Managers:

- Fayette County Volunteer Managers' Names
  - How many volunteers supervised by each (no more than 30)

#### Volunteer Training:

- Fayette County volunteers only
  - Date of training?
  - How many trained?

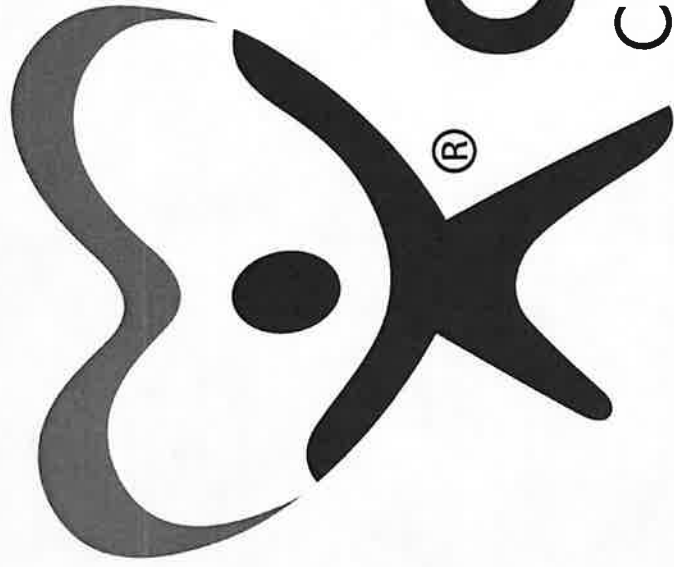
#### Fundraising, Grants, Donations

- What percentage to Fayette County?

#### Presentations/Other

- Specific to Fayette County

**Exhibit "B"**



**CASA**

**Court Appointed Special Advococ  
FOR CHILDREN**

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**CASA OF LEXINGTON**



## What is CASA?

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A CASA program provides screened, trained and qualified community volunteers to **advocate** for the **best interests** of children and youth who are before family court as a result of abuse or neglect as defined by state child welfare laws, living at home or in out-of-home care.



What does a  
CASA volunteer  
do?

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Each CASA volunteer:

- Visits their matched child monthly
- Gathers info about their child's life
- Writes reports and makes recommendations

## Requirements to Serve

- 21 years or older
- Pass background checks
- Complete 30-hour training
- Oath of confidentiality
- 12 hours of continuing education annually
- 5-10 hours a month for at least 2 years

# What's the difference?

CASA volunteers are unique. Unlike payers and social workers who are required to consider the parents' or family's best interests, the CASA volunteer focuses solely on what is best for the child or children.



- **MISSION:** CASA of Lexington's trained and supervised volunteers advocate through the family court system to ensure all victims of child abuse and neglect are safe and thrive in permanent home.
- **VISION:** A community where every child live and thrives in a safe, caring and permanent home.
- **VALUES:** Integrity, compassion, resiliency, stewardship, collaboration, inclusiveness, professionalism, and sustainability.



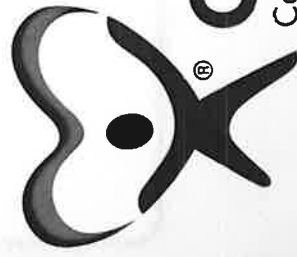
# History of National CASA



- First CASA program launched in 1977  
Seattle
- Today there are nearly 950 CASA programs nationwide
- 49 of 50 states have CASA programs (North Dakota is the outlier)

# History of CASA of Lexington

- Program planning began in 1986
- Became standalone nonprofit in 2003
- Funded by private donations, grants, fundraisers and contributions from local governments
- 2024 volunteers: 275
- 2024 children served: 673
- Counties served: Fayette, Bourbon, Woodfo Scott, Jessamine, Garrard and Lincoln



**CASA**

Court Appointed Special Advocates  
**FOR CHILDREN**

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**CASA OF LEXINGTON**

## Fayette County in 2024

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- CASA of Lexington volunteers: **163**
- Fayette County children who received a CASA volunteer: **423**
- Number of new substantiated cases of abused and neglect: **1,060**

# CASA of Lexington Growth

- 2000: 70 children served
- 2003: 100 children served
- 2008: 102 children served
- 2013: 171 children served
- 2018: 626 children served
- 2023: 681 children served
- 2024: 673 children served



**CASA**

Court Appointed Special Advocates  
**FOR CHILDREN**

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**CASA OF LEXINGTON**

# Zach's Story

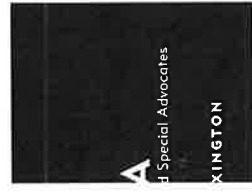
One of five kids who survived extreme physical neglect and sexual abuse by their parents moved to placement after placement, no one was willing to keep him long-term. Provisionally diagnosed with autism; CASA volunteer pushed for assessment that revealed he did not have autism. Now has appropriate diagnosis and receiving effective interventions. Adopted and living with one of his siblings. All five siblings had CASA volunteers. Four of five have now been adopted and fifth is expected to be adopted soon.



- Paid staff person
- 1:30 ratio to CASA volunteers by state law and National CASA standards
- Attend first home visit
- Always attends court hearings
- Guides CASA volunteers through the process

# LOCAL FUNDING FOR CASA SERVICES

In CASA of Lexington's seven-county service region (2023 Calendar Year)



County	Map Icon	Percentage of Budget	Total Annual Allocation	Cost to Serve Children	Children Served in 2024
FAYETTE		11%	\$100,000	\$911,470	449
GARRARD		45%	\$19,892	\$44,660	22
JESSAMINE		35%	\$40,000	\$115,710	57
LINCOLN		66%	\$16,108	\$24,360	12
SCOTT		29%	\$40,000	\$140,070	69
WOLFE		8%	\$32,000	\$140,000	69

# VIDEO





# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0610-25**

**File ID:** 0610-25

**Type:** Resolution

**Status:** Approved

**Version:** 2

**Contract #:** 199-2025

**In Control:** Urban County Council

**File Created:** 06/12/2025

**File Name:** Request Council authorization to execute agreement and accept award in the amount of \$480,000 from the Kentucky Transportation Cabinet (KYTC) for Intelligent Transportation System/Congestion Management System (ITS/CMS) Traffic Improvements Project for FY

**Final Action:** 07/01/2025

**Title:** A Resolution authorizing and directing the Mayor, on behalf of the Lexington-Fayette Urban County Government, to execute an Agreement with the Ky. Transportation Cabinet (KYTC) for the acceptance of Federal funds, which Grant funds are in the amount of \$480,000 for the Intelligent Transportation System/Congestion Management System (ITS/CMS) Traffic Improvements Project for FY2026, the acceptance of which obligates the Urban County Government to the expenditure of \$120,000 as a local match, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Traffic Engineering, Neal]

**Notes:** CILOO SAF in the CCO. Returned to CElia Moore 7/2/2025. MS

**Sponsors:**

**Enactment Date:** 07/01/2025

**Attachments:** 25-Blue Sheet Memo ITS\_CMS FY26, FY2026 Budget Amendment - ITS\_CMS\_2026, LFUCG- ITS CMS Agreement FY 2026 - Unsigned, 0610-25 RESO (ITSCMS) Traffic Improvements Project 4931-1657-1470 v.1.docx, R-322-2025, 199-2025 - 322-2025 - CONTRACT - 2025 - CLK - Contracts - 7-8-2025

**Enactment Number:** R-322-2025

**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	06/24/2025	Approved and Referred to Docket	Urban County Council	06/26/2025		Pass
2	Urban County Council	06/26/2025	Received First Reading	Urban County Council	07/01/2025		

**Text of Legislative File 0610-25**

**Title**

A Resolution authorizing and directing the Mayor, on behalf of the Lexington-Fayette Urban County Government, to execute an Agreement with the Ky. Transportation Cabinet (KYTC) for the acceptance of Federal funds, which Grant funds are in the amount of \$480,000 for the Intelligent Transportation System/Congestion Management System (ITS/CMS) Traffic Improvements Project for FY2026, the acceptance of which obligates the Urban County Government to the expenditure of \$120,000 as a local match, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Traffic Engineering, Neal]

**Summary**

Authorization to execute Agreement and accept award in the amount of \$480,000 from the Kentucky Transportation Cabinet for Intelligent Transportation System/Congestion Management System Traffic Improvements Project for FY 2026, the acceptance of which obligates the government to provide match in the amount of \$120,000. Budget amendment in progress. (L0610-25)(Neal/Albright)

Budgetary Implications: Yes

Advance Document Review:

**Law:** Yes, Completed by Todd Henning, 6/11/2025

**Risk Management:** N/A

Fully Budgeted: FY2026 Budget amendment is in process.

Account Number: 3160-303602-3601-XXXXX

This Fiscal Year Impact: \$600,000

Annual Impact: \$0

Project: ITS\_CMS\_2026

Activity: FED\_GRANT

Budget Reference: 2026

Current Balance: BA in process

**TO: LINDA GORTON, MAYOR  
URBAN COUNTY COUNCIL**

**FROM: THERESA REYNOLDS, DIRECTOR  
DIVISION OF GRANTS AND SPECIAL PROGRAMS**

**DATE: JUNE 12, 2025**

**SUBJECT: ITS/CMS (Intelligent Transportation System/Congestion Management System)  
Traffic Improvements Project for FY 2026**

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**Request:** Council authorization to execute agreement and accept award in the amount of \$480,000 from the Kentucky Transportation Cabinet (KYTC) for Intelligent Transportation System/Congestion Management System (ITS/CMS) Traffic Improvements Project for FY 2026, the acceptance of which obligates the government to provide match in the amount of \$120,000.

**Purpose of the Request:** The Division of Traffic Engineering was awarded federal funding from KYTC in the amount of \$480,000 for ITS/CMS projects. A combination of continued and new projects to be carried out over the next two fiscal years includes professional services for signal timing, advanced vehicle detection devices, transportation analytics subscription, and a temporary traffic engineering position, plus funding for support equipment and training. All efforts are to improve safety, efficiency, and resiliency of the advanced traffic signal system in Lexington.

**The cost in this budget year and future budget years:** The total federal funding provided for FY26 is \$480,000. LFUCG is required to provide a 20% match in the amount of \$120,000, which was requested in the FY 2026 budget. Total project cost is \$600,000. Grant funds for these activities are anticipated in future budget years.

**Are the funds budgeted?** FY2026 budget amendment is in process.

**File Number:** 0610-25

**Director/Commissioner:** Neal/Albright





**AGREEMENT BETWEEN  
KENTUCKY TRANSPORTATION CABINET  
AND  
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
ITS/CMS TRAFFIC IMPROVEMENTS  
\$480,000 SLX FUNDS**

This AGREEMENT is made and entered into, by and between the Commonwealth of Kentucky, Transportation Cabinet, hereinafter referred to as the CABINET, and the Lexington-Fayette Urban County Government, hereinafter referred to as the LFUCG.

**WITNESSETH**

**WHEREAS**, Section 133 of Title 23, United States Code, established a surface transportation program to authorize Federal funds to be appropriated for projects specified in Title 23, United States Code, Section 133 (b), and the applicable Assistance number is 20.205 – Highway Planning and Construction Program; and

**WHEREAS**, an allocation of these funds shall be made available by the CABINET to urbanized areas over 200,000 population; and

**WHEREAS**, the LFUCG has submitted a Scope of Work and Budget Summary for Intelligent Transportation System (ITS) and Congestion Management System (CMS) Traffic Improvements, hereinafter referred to as the PROJECT, for approval requesting Federal Surface Transportation Program Metropolitan Lexington (SLX) funds in the amount of \$480,000, and local funds in the amount of \$120,000 (20% local share) for a total contract cost of \$600,000 for the period not to begin before July 1 2025 through June 30, 2027; and

**WHEREAS**, the CABINET is willing to provide these Federal funds to the LFUCG subject to annual Federal obligation limitations, the amount of which shall be 80% of the eligible costs associated with the PROJECT; and

**WHEREAS**, the LFUCG has agreed to provide Non-Federal funds to match the Federal-aid funds for the PROJECT, as more particularly set forth hereinafter; and

**WHEREAS**, the PROJECT is part of the approved Transportation Improvement Program for the Lexington Urbanized Area,

**WHEREAS**, the Federal-aid Highway Program is a State Administered Reimbursement Program and the LFUCG shall carry out this PROJECT in accordance with applicable Federal and State laws and regulations including all of Title 49 United States Code (USC), Title 23 United States Code (USC), 49 Code of Federal Regulations (CFR), 23 Code of Federal Regulations (CFR), and 2 CFR 200,

**WHEREAS**, the LFUCG shall complete the work as described in the Scope of Work and Budget Summary (Attachment A) in accordance with the terms and conditions of this AGREEMENT, FHWA Form 1273, and the Project Development Checklist & Certification,

**WHEREAS**, the LFUCG shall refer to the Federal-Aid Project Development Guide for Local Public Agencies and any future revisions, the FHWA Contract Administration Manual, the CABINET/FHWA Stewardship Agreement, and all applicable State and Federal laws and regulations for assistance in complying with this AGREEMENT,

**WHEREAS**, all Federal-aid projects must also specifically comply with the National Environmental Policy Act (NEPA), Section 4(f) of 49 United States Code (USC) 303, Section 106 of the National Historic Preservation Act, Sections 401 and 404 of the Clean Water Act, the Endangered Species Act, and any other applicable environmental laws and regulations,

**WHEREAS**, all Federal-aid projects must also specifically comply with the Federal Funding Accountability and Transparency Act, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990 (ADA),

**WHEREAS**, the requirements of the Disadvantaged Business Enterprise (DBE) program, the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act (Uniform Act), and the Federal Buy America construction contracts requirements, as spelled out in 23 CFR 635 Subpart D, apply to all Federal and Federal-aid transportation programs,

**WHEREAS**, the LFUCG must comply with Federal guidelines listed in 23 CFR 635 for procurement services, and KRS 177, KRS 179, and KRS 45A, the Kentucky Model Procurement Code (MPC), as it relates to State agencies,

**WHEREAS**, Federal-aid projects are to serve a public purpose, the LFUCG is responsible for perpetual maintenance any real property or facilities improved pursuant to the PROJECT on a non-profit basis,

**WHEREAS**, the LFUCG shall demonstrate and shall maintain adequate staff, provide delivery systems, and sufficient accounting control to complete the PROJECT in accordance with all Federal and State laws and regulations addressed herein, and

**WHEREAS**, the LFUCG shall accept responsibility for all administration, staffing, reporting, monitoring, maintenance and operation costs for the PROJECT as identified under this AGREEMENT.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements herein set forth, the CABINET and the LFUCG hereby agree as follows:

Section 1. Scope of Work & Budget Summary. It is understood that the PROJECT will enhance the transportation system for the community as further described by the LFUCG in the Scope of Work and Budget Summary (Attachment A, attached hereto and made a part of this AGREEMENT). The FHWA through the CABINET agrees to reimburse the LFUCG up to \$480,000 for completion of work by the LFUCG, or consultants, contractors, or subcontractors hired by the LFUCG, under the obligations of this AGREEMENT for the following PROJECT:

The LFUCG shall identify and provide a point of contact, including adequate contact information, for who shall be in responsible charge to manage this PROJECT on the LFUCG's behalf, and be responsible for ensuring that the LFUCG adheres to all terms and conditions of this AGREEMENT. The LFUCG has agreed to execute the PROJECT. The CABINET/FHWA Project Development Checklist and Certification shall be submitted by the LFUCG and certified by the CABINET prior to construction, if applicable.

Section 2. Effective Date of Agreement and Term of Eligible Reimbursement. The effective date of this AGREEMENT is the date of signature by the Secretary of the CABINET. After execution of the AGREEMENT, the CABINET will return an original AGREEMENT to the LFUCG. Expenditures made prior to the effective date of the AGREEMENT and before the Notice To Proceed shall not be eligible for reimbursement. The Term of Eligible Reimbursement under this AGREEMENT shall end June 30, 2027, unless that Term is extended or amended by written agreement in accordance with the provisions of 23 CFR 635 and KRS 45A and with the mutual consent of the parties. Any and all funding obligated for any Phase of this PROJECT defined by the original Scope of Work and authorized changes shall be available to reimburse the LFUCG for eligible work activities completed and costs incurred after the effective date of this AGREEMENT and the Notice To Proceed, and prior to expiration of this AGREEMENT. After the end of the Term, no expenditures are eligible for reimbursement and the LFUCG shall be responsible for any unreimbursed expenses and any further expenses incurred to complete the PROJECT. This AGREEMENT is contingent upon the continued availability of appropriated Federal funding. If the funding appropriated for the PROJECT becomes unavailable for any reason including the Kentucky General Assembly's failure to appropriate the funding, by operation of law or as the result of a reduction in Federal funding, further reimbursement of PROJECT expenditures may be denied, the PROJECT may be cancelled, the timeline extended or the scope amended by the CABINET either in whole or in part without penalty. Denial of further reimbursement, PROJECT cancellation, extension or amendment because of an interruption in the appropriated funding is not a default or breach of this AGREEMENT by the CABINET nor may such denial, cancellation, extension or amendment give rise to any claim against the CABINET.

Section 3. Duration of Project. It is agreed by the parties hereto that the Scope of Work shall be completed between July 1, 2024 and June 30, 2026 and all project close-out completed within the period set forth herein under Section 2. In the event the LFUCG fails to complete the Scope of Work within the time allotted, or at any time the LFUCG fails to maintain adequate staff, project delivery systems, or sufficient accounting control, the CABINET reserves the right to cancel further reimbursements related to the PROJECT under this AGREEMENT. In the event the CABINET denies further reimbursement due to LFUCG's failures as noted above, the LFUCG shall refund all reimbursements made by the CABINET to the LFUCG under this AGREEMENT.

Section 4. Project Funding. It is expressly understood that federal funding for this PROJECT is being

**LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT  
ITS-CMS TRAFFIC IMPROVMENTS  
\$480,000 – SLX (FD52) FUNDS**

provided by the FHWA through the CABINET, specifically through the Catalog of Federal Domestic Assistance program number 20.205, Highway Planning and Construction. Following prioritization and programming in the Lexington Metropolitan Planning Organization's (MPO's) Transportation Improvement Program (TIP), the CABINET has obligated up to \$480,000 in Federal Surface Transportation Program Metropolitan Lexington (SLX) funding for this PROJECT.

The federal share of the total cost of this AGREEMENT shall not exceed \$480,000 in SLX funding unless otherwise approved in writing by the CABINET with the concurrence of FHWA. Reimbursement requests will be considered only for and up to the funding amount and type of work described in the approved Scope of Work and Budget and authorized by the Notice to Proceed. The LFUCG has agreed to accept up to \$480,000 in Federal reimbursement funding available as authorized for eligible PROJECT costs and shall be responsible for any costs in excess of \$480,000 that are necessary for completion of the approved Scope of Work and any authorized changes to the PROJECT. The 20% matching local share of \$120,000 shall be the responsibility of the LFUCG. The LFUCG agrees to provide local matching funds in the amount sufficient, together with the allocated Federal funds, to assure completion of the PROJECT.

The LFUCG shall pay all PROJECT expenses and only upon meeting all terms and conditions of this AGREEMENT will be eligible to receive Federal reimbursement funding. The Federal share of costs is payable quarterly by the CABINET upon presentation and approval of an invoice and two (2) copies of adequate documentation. All charges to the PROJECT shall be supported by properly executed invoices, contracts, vouchers, or monthly employment data evidencing in proper detail the nature and propriety of the charge. The CABINET or FHWA may require additional documentation at their discretion.

It is understood that the value and character of any "in-kind" services contributed toward the local match must be approved by the CABINET and FHWA prior to being credited to the PROJECT. All "in-kind" services must meet CABINET and FHWA eligibility and applicability requirements.

It is further understood that revisions in the PROJECT Budget may be necessary and may be allowed if they do not exceed the total sum set out above, subject to the prior written approval of the CABINET. In order for the LFUCG to be reimbursed for costs that are not listed in the PROJECT Budget, the LFUCG must obtain written approval from the CABINET prior to incurring these costs.

Regardless of whether the contract time is extended, unexpended funds at the end of the PROJECT shall not be carried forward to a future AGREEMENT.

Section 5. Allowable Costs. Funding may be used for restoration, repair, construction and other activities eligible under the Surface Transportation Block Grant Program (STBG) as defined within 23 USC 133(b). Funding may also be used for passenger and freight rail transportation and port infrastructure projects eligible for assistance under subsection 23 USC 601(a)(8). The PROJECT costs referred to in this AGREEMENT shall be



those costs included in the Scope of Work (Attachment A) and submitted to the CABINET on the Reimbursement Request Form. The LFUCG shall follow 2. CFR 200.

The LFUCG is responsible for adhering to all Federal and State laws and regulations listed in this AGREEMENT and all documents referred to herein. Reimbursement by the CABINET shall not be provided to the LFUCG if any requirements listed within 23 CFR 123 are not met. The CABINET shall reimburse the LFUCG upon request by the LFUCG providing proof of payment through appropriate documentation, which includes but is not limited to the following: work progress completed to date, expenses, cancelled checks, bank statements, verified affidavits, and employment reports. The LFUCG shall also certify the work shown on the invoice has been performed in accordance with the terms of this AGREEMENT and approved plans and specifications, the cost(s) shown are verified and are true and correct, and the request for reimbursement in no way represents any degree of duplication of payments that have or will be received from other funding sources. This formal letter must be signed by the designated project manager for the LFUCG in responsible charge.

Reimbursement by the CABINET is also subject to the provisions of Sections 33 and 36 hereof. The CABINET or FHWA reserves the right to require additional documentation

Section 6. Reporting and Monitoring. This Federal-aid project is subject to the reporting requirements contained in the Federal Funding Accountability and Transparency Act (Transparency Act) of 2006 and its associated amendments. The Transparency Act requires entities receiving Federal awards such as Federal contracts, sub-contracts, grants and sub-grants, to disclose certain information. This Agreement is subject to 31 USC 6101, 2 CFR 170, and 2 CFR Subtitle A, Chapter I and Part 25.

The LFUCG shall maintain and comply with all reporting requirements outlined by the CABINET and FHWA, including the submittal of progress reports detailing the status of the PROJECT. The LFUCG shall provide invoices for expenses that match the approved Scope of Work and Budget Summary submitted to the CABINET. The making, recording and reporting of any purchases shall be undertaken in accordance with the requirements of KRS 45A. All checks, invoices, contract records, vouchers, orders, and purchasing documents pertaining in whole or in part to the PROJECT shall be clearly identified and readily accessible. The LFUCG shall permit the CABINET and/or FHWA to conduct periodic site visits to ascertain compliance with federal and state laws and regulations. The LFUCG shall maintain financial records for three years after project completion, Final Acceptance and final reimbursement.

Section 7. Environmental Requirements. The CABINET has reviewed the Scope of Work and the Division of Environmental Analysis has issued a Categorical Exclusion for Minor Projects (CEMP) for the following PROJECT description: Upgrade and enhancement of hardware, software, training and development to improve traffic flow and reduce congestion.

Section 8. Permits and Licenses. The LFUCG is responsible for obtaining all permits and licenses required to initiate, perform and complete all phases of the PROJECT in an appropriate and timely manner. Concurrence

must be obtained by the LFUCG through the CABINET's District 7 Chief District Engineer in Lexington prior to the awarding of any contract for work or materials to be used on this PROJECT. Per the CABINET/FHWA Stewardship Agreement, the PROJECT may require more involvement from the FHWA.

Section 9. Design and Construction Standards. All Federal and State design and construction criteria for the type of work shall be followed, including but not limited to 23 CFR 625, the CABINET's Highway Design Manual, the CABINET's Standard Drawings, the CABINET's Standard Specifications for Road and Bridge Construction, the CABINET's Drainage Manual, the CABINET's Structural Design Manual, the American Association of State Highway Transportation Officials' (AASHTO) "Policy on Geometric Design of Highways and Streets", and the FHWA Manual on Uniform Traffic Control Devices (MUTCD). All work performed shall be in accordance with the CABINET's Standard Specifications for Road and Bridge Construction, current edition, and as provided in Subsection 105.01 of said Specifications. All materials furnished shall be in accordance with Subsection 106 of said Specifications, including the CABINET's List of Approved Materials. These standards, specifications, and criteria are incorporated in this AGREEMENT by this reference.

Section 10. Engineering Services. The LFUCG shall be responsible for all PROJECT design activities, including to fully develop the PROJECT as defined within the body of this AGREEMENT, resulting in the preparation of all plans, specifications, notes, and a final estimate for concurrence by the CABINET, as applicable.

Section 11. Contractor Procurement. The LFUCG shall be responsible for all PROJECT construction activities as defined within the body of this AGREEMENT, which may be completed either by the LFUCG's staff or by a contractor. If the LFUCG intends to use contractor services, the LFUCG shall act in accordance with the Federal contract provisions listed in FHWA Form 1273 which take precedence over the Kentucky Model Procurement Code provisions KRS 45A.343 and KRS 45A.345-460, as well as KRS 424, 23 CFR 635, 23 USC 112. Contractors and subcontractors must be pre-qualified by the CABINET for the type of work prior to be awarded a contract. If no CABINET prequalification category exists, a contractor or subcontractor must receive the approval of the CABINET prior to working on the PROJECT. The contractor affirms that it is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state and will remain in good standing to do business in the Commonwealth of Kentucky for the duration of any contract awarded. The contractor shall maintain certification of authority to conduct business in the Commonwealth of Kentucky during the term of this contract. Such registration is obtained from the Secretary of State, who will also provide the certification thereof.

If applicable, the LFUCG shall prepare an independent engineer's estimate in accordance with 23 CFR 630, Subpart B to compare against the contractors' bids for reasonableness. The LFUCG shall thoroughly review all bids and obtain concurrence from the CABINET prior to the award or the rejection of any contract of bids for work or materials to be used on this PROJECT. Factors that should be considered in reviewing submitted bids

are: a comparison of the bids against the engineer's estimate, the number of bids submitted, the distribution or range of bids received, the geographic location of bidders, any potential savings from re-advertising the PROJECT, a comparison of bids against other recent bids for the same item or service, the urgency of the PROJECT, the number of times previously advertised or contracted for, the current market conditions, a comparison of unit bids versus engineer's estimate unit bids, the funding available. Determining whether the bids received are adequate involves considering any critical safety improvements, emergency repair or replacement of damaged facilities, the opening of otherwise completed facilities to traffic, furthering a phased construction schedule, or any other factors deemed important by the CABINET or FHWA. Specific Federal requirements defined within 23 CFR 635 require that the award be made to the lowest responsive bidder meeting the criteria of responsibility established by the CABINET.

Section 12. Contract Administration and Inspection. The LFUCG shall be responsible for all aspects of administration, measuring, testing, and inspections to ensure the materials and construction work meets CABINET specifications and federal quality assurance specifications referenced in 23 CFR 637 and 23 CFR 635.105 (a) or (b). This includes providing daily, on-site inspection of the contractor's and subcontractor's work activities and processing all of the paper work associated with the construction contract, including any change orders. The LFUCG must receive prior written CABINET approval for all change orders, but such approval shall not increase the funding obligated to the LFUCG under this AGREEMENT or otherwise.

The LFUCG shall use the CABINET's current Regional Highway and Bridge Construction Inspection advertisement for construction inspectors, or must receive CABINET approval to submit an Alternative Construction Inspection Plan. If the LFUCG does not have adequate staff to perform this work, the LFUCG may hire a consultant or enter into an agreement with another governmental agency to provide these services. The CABINET must review and approve the Construction Engineering and Inspection agreement and the agreement with the service provider must be submitted to FHWA for concurrence. If the LFUCG elects to hire a consultant, the LFUCG must ensure that the consultant staff is competent in construction inspection and performs all work under the direct supervision of a registered professional engineer or architect licensed in the Commonwealth of Kentucky. The use of a consultant does not relieve the LFUCG of ultimate responsibility for the proper administration and inspection of the construction. If a consultant is used to provide inspection services, the LFUCG must also provide an appropriately certified and licensed LFUCG employee to be in responsible charge of the PROJECT oversee the inspections.

When an Alternative Construction Inspection Plan is submitted, the LFUCG must ensure sufficient quantity and quality are delivered and that proper inspection documentation is maintained. The Alternative Construction Inspection Plan must be performed under the supervision of a Professional Engineer licensed in the state of Kentucky, include credentials and experience of inspectors, indicate testing consistent with the CABINET's

Sampling Manual, detail the frequency, who will be responsible, what will be included in reports, and coordinate with the CABINET's construction inspector.

The CABINET and/or the FHWA shall have access to the PROJECT area and may conduct an announced or unannounced field review of the PROJECT at any time. This field review is intended to verify status of the PROJECT, performance of the contractor, adequacy of the LFUCG oversight, conformance with all laws, regulations, and policies applicable to the Federal-aid Highway Program, and provide assistance to the LFUCG where necessary.

Section 13. Davis-Bacon and Related Acts. The 1931 Davis-Bacon Act (prevailing Federal wage) requires the recipients of all Federal-aid construction projects to comply with contractor and subcontractor payment rates and fringe benefits as determined by the Secretary of Labor for corresponding classes of laborers and mechanics engaged in similar construction activities. Specific wage rates shall be included in the construction contract between the LFUCG and the contractor, which must also include a contract provision that overrides the general applicability provisions in Form FHWA-1273, Sections IV and V.

Section 14. The Contract Work Hours and Safety Standards Act. During the construction of the PROJECT, the LFUCG shall comply with the Contract Work Hours and Safety Standards Act which contains weekly (after 40 hours) overtime pay requirements and applies to most Federal contracts which may require or involve the employment of laborers and mechanics, including watchmen and guards. Section 107 of the Act provides health and safety standards on covered construction work which are administered by the Occupational Safety and Health Administration (OSHA). The LFUCG shall refer to the Contract Work Hours and Safety Standards Act for the requirements under this provision.

Section 15. The Copeland "Anti-Kickback" Act. The LFUCG shall comply with the "Anti-Kickback" section of the Copeland Act, which makes it punishable to induce any person working on a Federally funded or assisted construction project to "give up any part of the compensation to which he is entitled under his contract of employment." The LFUCG shall refer to the Copeland Act for the requirements under this provision.

Section 16. Title VI - Civil Rights Act of 1964. The LFUCG shall comply with all requirements imposed by Title VI of the Civil Rights Act of 1964 (78 Stat. 252), and any applicable DOT Regulations (CFR Title 49, Subtitle A, Part 21). Title VI prohibits discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.

Section 17. Equal Employment Opportunity. In connection with the execution of this AGREEMENT, the RECIPIENT shall take affirmative action and not discriminate against any employee or applicant for employment to ensure that applicants are employed, and that employees are fairly treated during their employment, without regard to their race, religion, color, sex, national origin, age, or disability. Such actions 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 compensation; and selection of training including apprenticeship. The RECIPIENT shall incorporate the foregoing requirements of this paragraph in all subcontracts for services covered by this AGREEMENT.

Section 18. Non 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, the RECIPIENT agrees as follows:

a. The RECIPIENT will not discriminate against any employee, applicant, contractor or consultant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, or age. The RECIPIENT 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. The RECIPIENT agrees to provide, upon request, needed reasonable accommodations. The RECIPIENT 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. The RECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

b. The RECIPIENT will, in all solicitations or advertisements for work placed by or on behalf of the RECIPIENT; 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.

c. The RECIPIENT 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 RECIPIENT's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The RECIPIENT will take such action with respect to any contract, subcontract or purchase order as the CABINET or FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Section 19. Disadvantaged Business Enterprise (DBE) Requirements. An applicant DBE firm must be given consideration for participation in the PROJECT and a DBE goal shall be set by the CABINET for work on the PROJECT. The CABINET shall review and approve the DBE goal based on CABINET processes and procedures. Any participating DBE firm must be certified as a DBE firm and be prequalified with the CABINET. The RECIPIENT agrees to comply with the DBE Requirements contained within 23 CFR 635 Subpart A, Section

1101(b) of Public Law 109-59, Chapter 3 of Title 49 USC and 49 CFR Part 26 to ensure equal opportunity to socially and economically disadvantaged small businesses.

Assurance. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of contracts assisted by the United States Department of Transportation. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other allowable remedy the CABINET deems appropriate. Each contract signed with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include this provision.

DBE Prompt Payment Requirement. The contract between the RECIPIENT and the contractor shall include a contract provision that requires the contractor to comply with 49 CFR 26.29 and pay its subcontractors within then (10) working days from receipt of each payment RECIPIENT makes to the contractor. The RECIPIENT shall prohibit the contractor from withholding retainage on any subcontract on this PROJECT to ensure prompt and full payment from the contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed.

Section 20. Prohibited Interest. No member, officer, or employee of the CABINET or the LFUCG during his tenure or for one (1) year thereafter shall have any financial interest, direct or indirect, in this AGREEMENT or the proceeds thereof as identified in KRS 45A.340. The CABINET and the LFUCG shall comply with the requirements of the Executive Branch Code of Ethics KRS Chapter 11A. No member, officer, or employee of the CABINET or LFUCG shall collude or lobby on behalf of this PROJECT without penalty, including but not limited to suspension or debarment.

The LFUCG further represents that, pursuant to KRS 45A.328, they have not procured an original, subsequent, or similar contract while employing an executive agency lobbyist who was convicted of a crime related to the original, subsequent, or similar contract within five (5) years of the conviction of the lobbyist.

Section 21. Covenant Against Contingent Fees. The LFUCG warrants that no person, elected official, selling agency or other organization has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the CABINET shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from the compensation, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

Section 22. Interest of Members of or Delegates to Congress. No funding has been or will be paid to a member or delegate to the Congress of the United States in connection with the awarding of this Federal

contract. Nor shall any member of or delegate to the Congress of the United States receive any benefit arising out of this Federal contract.

Section 23. Maintenance as Public Facilities. As applicable, the LFUCG agrees to maintain the facilities, to include the installation of electronics, signals, etc., in an acceptable condition and for a public purpose in accordance with a maintenance plan. In addition, any applicable landscaping in any project shall be maintained in an acceptable condition to include mowing, trimming, or other maintenance in accordance with a maintenance plan. In the event that the property is not maintained as a public facility, the LFUCG shall reimburse the CABINET for all proceeds provided for in this PROJECT including any applicable interest, unless such change in use is approved in writing by the CABINET and FHWA, if applicable. The LFUCG shall obtain concurrence from the CABINET's District 7 Chief District Engineer in Lexington of a Maintenance Plan for any facilities to be constructed, prior to the awarding of any contract to construct such facilities.

Section 24. Americans with Disabilities Act. The LFUCG agrees to comply with the provisions of the Americans with Disabilities Act of 1990 (ADA) and Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, and other applicable Federal regulations relating hereto, issued by the U.S. Department of Transportation. ADA prohibits discrimination against otherwise qualified individuals under any program or activity receiving Federal financial assistance covered by this AGREEMENT and imposes requirements that affect the design, construction, and maintenance of all transportation projects, to provide access to all facilities.

Section 25. Applicable Laws. This AGREEMENT shall be in accordance with all federal laws, and the laws of the Commonwealth of Kentucky.

Section 26. Hold Harmless Clause. To the extent permitted by law, the LFUCG shall indemnify and hold harmless the FHWA and the CABINET and all of its officers, agents, and employees from all suits, actions, or claims of any character arising from any injuries, payments or damages received or claimed by any person, persons, or property resulting from implementation of any phase of the PROJECT or occurring on or near any PROJECT site.

Section 27. Contract Completion. The LFUCG is responsible for ensuring that all PROJECT activities have been completed and is responsible for providing all of the necessary paperwork as required by the contract. This involves conducting a pre-audit of all contract items and associated paperwork. If construction is a part of this PROJECT, the additional requirements of this section apply.

When complete, the LFUCG's project engineer in responsible charge of the PROJECT shall notify the CABINET the PROJECT is ready for final inspection. The LFUCG will conduct a field inspection to verify completion of the work in substantial conformance with the AGREEMENT. When both the LFUCG and the CABINET accept the field work as complete, the LFUCG's project manager shall certify the PROJECT was constructed in accordance with the plans and specifications and that all funding authorized on this PROJECT has been used to

reimburse for materials, equipment, or labor as intended and at the location agreed herein by both parties. The CABINET's Chief District Engineer in Lexington will complete a Final Acceptance Report.

Within thirty (30) days upon receipt of the CABINET's Final Acceptance Report, the LFUCG will issue the final payment to the contractor and proof of payment to the CABINET with an official Release of Contractor form for signature. Upon receipt of the contractor's agreement to the Release of Contractor paperwork, the LFUCG will transmit the Final Estimate and Release to the CABINET. The CABINET will then submit a Final Voucher request to the FHWA Financial Management Team with copies of the CABINET's Final Acceptance Report and signed Final Release of Contractor. Approval of the Final Voucher will constitute Final Acceptance by the FHWA. In accordance with 2 CFR 200, the RECIPIENT shall maintain all PROJECT records for three (3) years after final payment.

Section 28. Audit and Inspection. The LFUCG, contractor and any subcontractors shall permit the CABINET, the Comptroller General of the United States and the Secretary of the United States Department of Transportation, or their authorized representatives, to inspect and approve all phases of the PROJECT and all relevant PROJECT data and records, including any audit(s) of the LFUCG pertaining to the PROJECT.

The LFUCG hereby acknowledges its duty to the CABINET to determine whether it is subject to the Single Audit Act of 1984, P.L. 98-502, and the Single Audit Act Amendments of 1996, P.L. 104-156. The LFUCG shall follow 2 CFR 200. In Accordance with 2 CFR 200 Subpart F, If the LFUCG has expended more than \$750,000 in Federal funding from all sources in the LFUCG's fiscal year, the LFUCG shall provide the CABINET copies of their 2 CFR 200 Subpart F audit reports within 9 months of their fiscal year end.

The LFUCG hereby acknowledges it is responsible to inform any entity it intends to hire or use as a contractor, as defined in KRS 45A.030(9), 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 of the contractor's books, documents, papers, records, or other evidence, which are directly pertinent to this AGREEMENT for the purpose of financial audit or program review. Furthermore, any of the contractor's books, documents, papers, records or other evidence provided to the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, or the Legislative Research Commission which are directly pertinent to the AGREEMENT shall be subject to public disclosure regardless of the proprietary nature of the information, unless specific information is identified and exempted and agreed to by the Secretary of the Finance and Administration Cabinet as meeting the provisions of KRS 61.878(1)(c) prior to the execution of the AGREEMENT. The Secretary of the Finance and Administration Cabinet shall not restrict the public release of any information, which would otherwise be subject to public release if a State government agency were providing the service



Section 29. Campaign Finance. The LFUCG shall certify that the contractor swears under the penalty of perjury, as provided by KRS 523.020, that neither he/she nor the entity which he/she represents has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the entity which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

Section 30. Violations. Pursuant to KRS 45A.485, the LFUCG shall certify that all contractors shall reveal to the CABINET any final determination of a violation within the previous five (5) year period pursuant to KRS Chapter 139, 136, 141, 337, 338, 341 and 342. These statutes relate to the state sales and use tax, corporate and utility tax, income tax, wages and hours laws, occupational safety and health law, unemployment compensation law, and workers compensation insurance law, respectively.

The LFUCG shall certify that all contractors agree to be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 for the duration of this AGREEMENT. Failure to reveal a final determination of a violation of the referenced statutes or to comply with these statutes for the duration of this AGREEMENT shall be grounds for the cancellation of the contract or subcontract and disqualification of the contractor from eligibility for future state contracts for a period of two (2) years.

The LFUCG represents that pursuant to KRS 45A.607 they are not currently engaged in, and will not for the duration of the contract engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which Kentucky can enjoy open trade. Note: The term Boycott does not include actions taken for bona fide business or economic reasons, or actions specifically required by federal or state law.

Section 31. Personal Service Contracts and Memoranda of Agreement. If this AGREEMENT comes under the purview of KRS 45A.690 - 45A.725, payments on personal service contracts and memoranda of agreement shall not be authorized for services rendered after disapproval of the Government Contract Review Committee unless the decision of the committee is overridden by the Secretary of Finance and Administration Cabinet or agency head, if the agency has been granted delegation authority.

Section 32. Disputes. Any dispute concerning a question of fact in connection with the work, not disposed of by agreement between the LFUCG and the CABINET, shall be referred to the Secretary of the Transportation Cabinet of the Commonwealth of Kentucky, or his duly authorized representative, whose decision shall be final. Regulations concerning any claims to be filed by a contractor are referenced in 23 CFR 635.124.

Section 33. Agreement Change. Any proposed change to the Scope of Work or time extension to this AGREEMENT shall comply with 23 CFR 635.120 and 635.121 and shall be evidenced in writing at the mutual consent of the LFUCG and the CABINET.

Section 34. Termination. The CABINET reserves the right to cancel all reimbursements under this AGREEMENT at any time deemed to be in the best interest of the CABINET by giving thirty (30) days written

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notice of such cancellation to the LFUCG. If reimbursement under this AGREEMENT is canceled under this section by reason other than violation of this AGREEMENT or any applicable law by the LFUCG, its agents, employees and contractors, the CABINET shall reimburse the LFUCG according to the terms hereof for all expenses incurred under this AGREEMENT to the date of such cancellation of reimbursement. The LFUCG may seek to cancel its obligations under this AGREEMENT at any time deemed to be in the best interest of the LFUCG by giving thirty (30) days written notice of such request to the CABINET. If the CABINET agrees to allow the LFUCG to cancel the PROJECT or cancel its obligations under this AGREEMENT, the LFUCG shall reimburse the CABINET for all federal funding reimbursements made under this AGREEMENT.

Section 35. Resolution. The LFUCG shall pass a resolution authorizing the Mayor to sign this AGREEMENT on behalf of the LFUCG. An acceptable Resolution shall contain the project name, description, amount of funds being provided and an acknowledgement that the LFUCG agrees to ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the AGREEMENT. Furthermore, by accepting the funds the LFUCG agrees to all terms and conditions stated in the AGREEMENT. A copy of the resolution shall be attached to the AGREEMENT (Attachment B) and returned to the CABINET prior to full execution of this PROJECT.

Section 36. Responsible Charge. The LFUCG shall designate a Person in Responsible Charge of this PROJECT according to the terms outlined in Attachment C. The LFUCG will provide the name and contact information for the Person in Responsible Charge prior to full execution of this PROJECT. The Attachment C information must be current for the LFUCG to be in compliance with the federal regulations and an eligible recipient of federal funds. Should a change occur, the LFUCG must submit a revised Attachment C within 7 days. Failure to comply can result in cancellation of the PROJECT

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IN TESTIMONY WHEREOF, the parties have hereto caused this AGREEMENT to be executed upon signature by their proper officers and representatives.

**COMMONWEALTH OF KENTUCKY TRANSPORTATION CABINET:**

Approved as to form and legality:

\_\_\_\_\_  
Attorney  
Transportation Cabinet

\_\_\_\_\_  
Jim Gray  
Secretary

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:**

Approved as to form and legality:

\_\_\_\_\_  
Attorney

\_\_\_\_\_  
Linda Gorton  
Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT A – SCOPE OF WORK AND BUDGET SUMMARY**

The Lexington—Fayette Urban County Government (LFUCG) Division of Traffic Engineering strives to improve traffic flow, reduce congestion and delay, and improve safety for all travelers within the county regardless of their mode of travel. It is important to employ the most current technology and resources, along with ongoing training, to ensure we provide the absolute best service to the traveling community.

This project will fund a non-construction program to complement and enhance ongoing traffic management efforts in Fayette County for Fiscal Year 2026. It complies with the Regional ITS Architecture update included in the Intelligent Transportation System Architecture Plan in accordance with the Congestion Management Process.

**1. Professional Services - Signal Timing**

High traffic volumes are routinely observed in Lexington especially during the morning, midday, and afternoon peak periods. Populations in both Lexington and surrounding areas also continue to grow and contribute to these already high volumes. There have been many changes and fluctuations in businesses which have responded with altered operations and work practices within the urban service area. Current data suggests that the typical hours seen with the highest vehicular volumes vary somewhat from years past. Both current and planned long-term roadway construction projects have also reduced capacity and altered typical traffic patterns, affecting several arterials within Lexington. One cost-effective way to alleviate congestion from these changes is to reevaluate and optimize traffic signal timing along busy roads and arterials. This project will consist of LFUCG contracting with a third-party traffic vendor to collect accurate Automated Traffic Signal Performance Measures (ATSPMs) and either provide actionable signal timing adjustment recommendations that are evaluated and adjusted on a regular and continuous basis or will execute automatic adjustments based on these measures. Traffic Adaptive and/or responsive signal control strategies may be considered for this project.

This project will incorporate data available from various sources, which may include our Streetlight Data subscription, existing traffic signal performance data within our existing central traffic signal system, traffic detection data, camera observation system, and even crowdsourced travel data, to develop traffic timing plans to help mitigate traffic delays, congestion, and pollution.

This is expected to be a long-term project that may be implemented at one or more major corridors at a time depending on several factors, including project costs, degree or ranking of congestion mitigation needs, expected improvement of traffic flow, and expected increase of traffic safety that may be realized from implementation. Funds for this project are expected to be combined with unspent funds from prior years' ITS Signal Timing balances for a larger overall project.

The project described above will fit within existing services described by the Lexington Area ITS Architectures; specifically TM03, TM02, and DM01.

*Project Cost Estimate - \$150,000*

**2. Traffic Corridor Management Upgrades**

The goal of this project is to provide traffic detection, observation, and network communication equipment to improve corridor management systems. LFUCG is nearing completion of the mainline detection project for Man o' War Boulevard that began approximately six years ago. We hope to wrap that up soon and then continue to upgrade and enhance detection equipment at key intersections along congested corridors such as Tates Creek Road, Harrodsburg Road and Sir Barton Way to name a few. This project will include the purchase of traffic detection equipment that operates using video, radar, or other advanced multi-modal detection technologies.

This project will also continue the efforts of upgrading and expanding the traffic camera network that began in Fiscal Year 2019. New cameras and features will be added to enhance coverage and capabilities in select areas. As part of this project, we may consider software that would give us analytical data and insight concerning routine traffic patterns and unscheduled incidents. Any software we invest in will integrate with our existing camera system and signal system. In addition to transportation and public safety entities, camera feeds are accessible to the public via the Lexingtonky.gov traffic website, allowing for better travel decisions, knowing weather and congestion conditions.

Lastly, this project will include enhancing reliability and improving our network communication system that serves as the backbone to the traffic observation and traffic control systems. As data storage and bandwidth needs grow, improvements are necessary to continue to provide communication for day-to-day corridor management that can withstand varying weather conditions and provide automatic redundant failover in the case of communication interruptions along normal pathways. We currently own and maintain over 100 miles of fiber optic cable and over 135 wireless hardware devices linking nearly 100 remote, signalized intersections to the fiber optic network and central system. We also continue to invest in mobile broadband communication systems used for both permanent and temporary communication, depending on needs. This project seeks to improve our network and wireless infrastructure with upgraded frequency bands and components to improve bandwidth, security, connectivity and coverage area.

The project above will fit within existing services described by the Lexington Area ITS Architectures; specifically TM01, TM03, TM09, TM08, TI01, TM08 and DM01.

*Project Cost Estimate - \$198,029, which is a substantial increase from FY2025 because of uncertainty with Build America, Buy America Act requirement that has since been resolved.*

### **3. Training**

This project will support needed training and professional conferences for personnel regarding ITS hardware, software, methods and best practices.

*Project Cost - \$10,000*

### **4. Mileage**

This project will provide for floating car studies, off-site meetings, and signal timing or ITS equipment troubleshooting and improvements.

*Project Cost Estimate - \$2,000*

### **5. Transportation Analytics Platform**

The Lexington Area MPO (LAMPO) and other offices responsible for the operation, modification, and analysis of the existing and proposed transportation network have benefited greatly by having convenient access to ‘big data.’ Anonymized data is collected from many of us via cell phones, GPS, and Bluetooth devices. This data is processed and made available for traffic studies, origin-destination studies, volume projections, and has many other uses in determining the health of the transportation network or impacts a proposed change might have on it. This project will seek to continue supporting a data services software platform to assist with determining flexible corridor/area speeds, volumes, origin-destination, routing, and vehicle classification along arterial and collector routes within the LAMPO area. Information obtained assists in verifying timing changes and lane closure impacts and helps gauge capacity improvements due to geometric changes.

The Streetlight Data platform was previously selected by committee for this project and the initial subscription began on 9/13/22 with allowance for four additional renewals. This is an on-going project and the current agreement includes subscription renewals through 9/13/27.

The project above will fit within existing services described by the Lexington Area ITS Architecture; specifically TM02, TM06, DM01 and DM02.

*Project Cost Estimate - \$148,918*

### **6. Associate Traffic Engineer Position**

Lexington Traffic Engineering would like to continue to fund the position created and filled in October of 2023 as we continue to expand our ITS systems in order to offer the highest degree of traffic flow optimization possible. These systems currently include over 100 miles of fiber optic cable, over 135 wireless connection devices, 397 traffic signals, 210 camera streams, and 374 radar units deployed in the field. Each one of these offers a great advantage to aid in the improvement of traffic flow on major arterials across the network. The management and future planning of ITS systems is critical in order to take full advantage of the advanced capabilities these systems provide. Lexington can help accomplish this by continuing to fund the current Associate Traffic Engineer position. The duties of this position include strategically planning traffic observation camera locations, monitoring fiber optic and wireless network communication systems, working on the organization and revamping of Traffic Engineering’s IP structure which will result in communication system redundancy and automatic failover via alternate pathways upon disruption, and traffic data collection, monitoring, reporting, timing and studies.

The ultimate goal of Traffic Engineering and of this position is to provide a safe, reliable and efficient transportation facility for all users within Lexington’s traffic network. This Associate Traffic Engineer position helps achieve this goal with the planning, administration, and utilization of the various ITS devices Lexington operates and continues to deploy throughout the city. Funds for this project should extend this position for an additional year.

The project described above will fit within existing services described by the Lexington Area ITS Architecture; specifically, DM02, TM01, TM03, and TM06.

*Project Cost Estimate (estimated one year of funding) - \$91,053*

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Funding details:

Item	Title	Cost	Description
1.	Traffic Signal Retiming	\$150,000	Evaluate needs and benefits, and improve signal timing in selected areas and corridors
2.	Traffic Corridor Management Upgrades	\$198,029	Upgrade or add multimodal detection equipment, traffic surveillance camera equipment and analytics, and network communication components
3.	Training	\$10,000	Training and conferences for personnel regarding ITS hardware, software, and methods
4.	Mileage	\$2,000	Floating car studies, off-site meetings, and signal timing troubleshooting and improvements
5.	Transportation Analytics Platform	\$148,918	Monitor the transportation network and provide data, metrics, and performance standards
6.	Associate Traffic Engineer Position	\$91,053	Staff position to plan, monitor, an optimize use of existing and future ITS equipment purchases
	<b>Total</b>	<b>\$600,000</b>	

It is anticipated that activities included in this proposal will be completed by June 30, 2027 (a 2 year window).

**ATTACHMENT B – RESOLUTION**

**ATTACHMENT C  
PERSON IN RESPONSIBLE CHARGE**

Upon federal-aid project delegation to the LFUCG by the CABINET, the undersigned hereby certifies the following, to the best of his or her knowledge and belief, on behalf of the LFUCG:

1. Pursuant to 23 CFR 635.105(c) (4), the LFUCG acting as a subrecipient of federal transportation funds must provide an employee of that agency, who is available full time, to be in responsible charge of the PROJECT. The individual in responsible charge of the PROJECT is held accountable for ensuring that all applicable Federal and State regulations are followed on the PROJECT. This person will have the authority and resources to manage the PROJECT and will be the primary point of contact with the CABINET. This person may be the project engineer provided that the project engineer is a full-time employee of the LFUCG. If the project engineer is a consultant, the person in responsible charge must be a full-time employee of the LFUCG.
2. The undersigned and the designated LFUCG's person in responsible charge of this PROJECT has read and understands the contract administration and inspection responsibilities described in the CABINET's *Federal-Aid Highway Program Project Development Guide for Local Public Agencies* (LPA Guide).
3. The undersigned will carry out this PROJECT in accordance with the applicable Federal and State laws and associated regulations identified in the LPA Guide.
4. The undersigned will enforce compliance with the above-mentioned laws, regulations, policies, and guidelines by its consultants, contractors, and subcontractors.
5. The undersigned certifies the designated person in responsible charge will:
  - Have the ability to visit the PROJECT or attend meetings related to the PROJECT as needed.
  - Be responsible for ensuring that the PROJECT is delivered on time in accordance with established milestones and the terms of the contract between the RECIPIENT and the CABINET.
6. In accordance with the requirements outlined above, LFUCG has selected the following individual as the person in responsible charge for the PROJECT:

Name:	Position with LFUCG:
E-mail:	Phone:
Signature:	

7. Should the LFUCG require a change to the Person in Responsible Charge, they will notify the CABINET, designate a new Person in Responsible Charge, and resubmit the Attachment C within 7 days of the change. The new Attachment C will be incorporated into this Agreement upon approval by the CABINET.

\_\_\_\_\_  
Linda Gorton, Mayor

\_\_\_\_\_  
Date



RESOLUTION NO. \_\_\_\_\_ - 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH THE KENTUCKY TRANSPORTATION CABINET (KYTC) FOR THE ACCEPTANCE OF FEDERAL FUNDS, WHICH GRANT FUNDS ARE IN THE AMOUNT OF \$480,000.00 FOR THE INTELLIGENT TRANSPORTATION SYSTEM/CONGESTION MANAGEMENT SYSTEM (ITS/CMS) TRAFFIC IMPROVEMENTS PROJECT FOR FY2026, THE ACCEPTANCE OF WHICH OBLIGATES THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF \$120,000.00 AS A LOCAL MATCH, AND AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET.

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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 an Agreement with the Kentucky Transportation Cabinet (KYTC), which is attached hereto and incorporated herein by reference, for the acceptance of Federal funds in the amount of \$480,000.00 for the Intelligent Transportation System/Congestion Management System (ITS/CMS) Traffic Improvements Project for FY 2026, the acceptance of which obligates the Lexington-Fayette Urban County Government to the expenditure of \$120,000.00 as a local match, and the Lexington-Fayette Urban County Government acknowledges that it will ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the agreement.

Section 2 – That subject to the provisions of Section 7-48 of the Lexington-Fayette Urban County Government Code of Ordinances, the Mayor is hereby authorized, in her discretion as Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or capital account appropriation within the Grant budget previously established for this Grant.

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

0610-25:4931-1657-1470, v. 1

RESOLUTION NO. 322 - 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH THE KENTUCKY TRANSPORTATION CABINET (KYTC) FOR THE ACCEPTANCE OF FEDERAL FUNDS, WHICH GRANT FUNDS ARE IN THE AMOUNT OF \$480,000.00 FOR THE INTELLIGENT TRANSPORTATION SYSTEM/CONGESTION MANAGEMENT SYSTEM (ITS/CMS) TRAFFIC IMPROVEMENTS PROJECT FOR FY2026, THE ACCEPTANCE OF WHICH OBLIGATES THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF \$120,000.00 AS A LOCAL MATCH, AND AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET.

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 an Agreement with the Kentucky Transportation Cabinet (KYTC), which is attached hereto and incorporated herein by reference, for the acceptance of Federal funds in the amount of \$480,000.00 for the Intelligent Transportation System/Congestion Management System (ITS/CMS) Traffic Improvements Project for FY 2026, the acceptance of which obligates the Lexington-Fayette Urban County Government to the expenditure of \$120,000.00 as a local match, and the Lexington-Fayette Urban County Government acknowledges that it will ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the agreement.

Section 2 – That subject to the provisions of Section 7-48 of the Lexington-Fayette Urban County Government Code of Ordinances, the Mayor is hereby authorized, in her discretion as Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or capital account appropriation within the Grant budget previously established for this Grant.

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

PASSED URBAN COUNTY COUNCIL: July 1, 2025

Linda Gorton  
MAYOR

ATTEST:  
[Signature]  
CLERK OF URBAN COUNTY COUNCIL

**AGREEMENT BETWEEN  
KENTUCKY TRANSPORTATION CABINET  
AND  
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
ITS/CMS TRAFFIC IMPROVEMENTS  
\$480,000 SLX FUNDS**

This AGREEMENT is made and entered into, by and between the Commonwealth of Kentucky, Transportation Cabinet, hereinafter referred to as the CABINET, and the Lexington-Fayette Urban County Government, hereinafter referred to as the LFUCG.

**WITNESSETH**

**WHEREAS**, Section 133 of Title 23, United States Code, established a surface transportation program to authorize Federal funds to be appropriated for projects specified in Title 23, United States Code, Section 133 (b), and the applicable Assistance number is 20.205 – Highway Planning and Construction Program; and

**WHEREAS**, an allocation of these funds shall be made available by the CABINET to urbanized areas over 200,000 population; and

**WHEREAS**, the LFUCG has submitted a Scope of Work and Budget Summary for Intelligent Transportation System (ITS) and Congestion Management System (CMS) Traffic Improvements, hereinafter referred to as the PROJECT, for approval requesting Federal Surface Transportation Program Metropolitan Lexington (SLX) funds in the amount of \$480,000, and local funds in the amount of \$120,000 (20% local share) for a total contract cost of \$600,000 for the period not to begin before July 1 2025 through June 30, 2027; and

**WHEREAS**, the CABINET is willing to provide these Federal funds to the LFUCG subject to annual Federal obligation limitations, the amount of which shall be 80% of the eligible costs associated with the PROJECT; and

**WHEREAS**, the LFUCG has agreed to provide Non-Federal funds to match the Federal-aid funds for the PROJECT, as more particularly set forth hereinafter; and

**WHEREAS**, the PROJECT is part of the approved Transportation Improvement Program for the Lexington Urbanized Area,

**WHEREAS**, the Federal-aid Highway Program is a State Administered Reimbursement Program and the LFUCG shall carry out this PROJECT in accordance with applicable Federal and State laws and regulations including all of Title 49 United States Code (USC), Title 23 United States Code (USC), 49 Code of Federal Regulations (CFR), 23 Code of Federal Regulations (CFR), and 2 CFR 200,

**WHEREAS**, the LFUCG shall complete the work as described in the Scope of Work and Budget Summary (Attachment A) in accordance with the terms and conditions of this AGREEMENT, FHWA Form 1273, and the Project Development Checklist & Certification,

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**\$480,000 – SLX (FD52) FUNDS**

**WHEREAS**, the LFUCG shall refer to the Federal-Aid Project Development Guide for Local Public Agencies and any future revisions, the FHWA Contract Administration Manual, the CABINET/FHWA Stewardship Agreement, and all applicable State and Federal laws and regulations for assistance in complying with this AGREEMENT,

**WHEREAS**, all Federal-aid projects must also specifically comply with the National Environmental Policy Act (NEPA), Section 4(f) of 49 United States Code (USC) 303, Section 106 of the National Historic Preservation Act, Sections 401 and 404 of the Clean Water Act, the Endangered Species Act, and any other applicable environmental laws and regulations,

**WHEREAS**, all Federal-aid projects must also specifically comply with the Federal Funding Accountability and Transparency Act, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990 (ADA),

**WHEREAS**, the requirements of the Disadvantaged Business Enterprise (DBE) program, the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act (Uniform Act), and the Federal Buy America construction contracts requirements, as spelled out in 23 CFR 635 Subpart D, apply to all Federal and Federal-aid transportation programs,

**WHEREAS**, the LFUCG must comply with Federal guidelines listed in 23 CFR 635 for procurement services, and KRS 177, KRS 179, and KRS 45A, the Kentucky Model Procurement Code (MPC), as it relates to State agencies,

**WHEREAS**, Federal-aid projects are to serve a public purpose, the LFUCG is responsible for perpetual maintenance any real property or facilities improved pursuant to the PROJECT on a non-profit basis,

**WHEREAS**, the LFUCG shall demonstrate and shall maintain adequate staff, provide delivery systems, and sufficient accounting control to complete the PROJECT in accordance with all Federal and State laws and regulations addressed herein, and

**WHEREAS**, the LFUCG shall accept responsibility for all administration, staffing, reporting, monitoring, maintenance and operation costs for the PROJECT as identified under this AGREEMENT.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements herein set forth, the CABINET and the LFUCG hereby agree as follows:

Section 1. Scope of Work & Budget Summary. It is understood that the PROJECT will enhance the transportation system for the community as further described by the LFUCG in the Scope of Work and Budget Summary (Attachment A, attached hereto and made a part of this AGREEMENT). The FHWA through the CABINET agrees to reimburse the LFUCG up to \$480,000 for completion of work by the LFUCG, or consultants, contractors, or subcontractors hired by the LFUCG, under the obligations of this AGREEMENT for the following PROJECT:

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The LFUCG shall identify and provide a point of contact, including adequate contact information, for who shall be in responsible charge to manage this PROJECT on the LFUCG's behalf, and be responsible for ensuring that the LFUCG adheres to all terms and conditions of this AGREEMENT. The LFUCG has agreed to execute the PROJECT. The CABINET/FHWA Project Development Checklist and Certification shall be submitted by the LFUCG and certified by the CABINET prior to construction, if applicable.

Section 2. Effective Date of Agreement and Term of Eligible Reimbursement. The effective date of this AGREEMENT is the date of signature by the Secretary of the CABINET. After execution of the AGREEMENT, the CABINET will return an original AGREEMENT to the LFUCG. Expenditures made prior to the effective date of the AGREEMENT and before the Notice To Proceed shall not be eligible for reimbursement. The Term of Eligible Reimbursement under this AGREEMENT shall end June 30, 2027, unless that Term is extended or amended by written agreement in accordance with the provisions of 23 CFR 635 and KRS 45A and with the mutual consent of the parties. Any and all funding obligated for any Phase of this PROJECT defined by the original Scope of Work and authorized changes shall be available to reimburse the LFUCG for eligible work activities completed and costs incurred after the effective date of this AGREEMENT and the Notice To Proceed, and prior to expiration of this AGREEMENT. After the end of the Term, no expenditures are eligible for reimbursement and the LFUCG shall be responsible for any unreimbursed expenses and any further expenses incurred to complete the PROJECT. This AGREEMENT is contingent upon the continued availability of appropriated Federal funding. If the funding appropriated for the PROJECT becomes unavailable for any reason including the Kentucky General Assembly's failure to appropriate the funding, by operation of law or as the result of a reduction in Federal funding, further reimbursement of PROJECT expenditures may be denied, the PROJECT may be cancelled, the timeline extended or the scope amended by the CABINET either in whole or in part without penalty. Denial of further reimbursement, PROJECT cancellation, extension or amendment because of an interruption in the appropriated funding is not a default or breach of this AGREEMENT by the CABINET nor may such denial, cancellation, extension or amendment give rise to any claim against the CABINET.

Section 3. Duration of Project. It is agreed by the parties hereto that the Scope of Work shall be completed between July 1, 2024 and June 30, 2026 and all project close-out completed within the period set forth herein under Section 2. In the event the LFUCG fails to complete the Scope of Work within the time allotted, or at any time the LFUCG fails to maintain adequate staff, project delivery systems, or sufficient accounting control, the CABINET reserves the right to cancel further reimbursements related to the PROJECT under this AGREEMENT. In the event the CABINET denies further reimbursement due to LFUCG's failures as noted above, the LFUCG shall refund all reimbursements made by the CABINET to the LFUCG under this AGREEMENT.

Section 4. Project Funding. It is expressly understood that federal funding for this PROJECT is being

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provided by the FHWA through the CABINET, specifically through the Catalog of Federal Domestic Assistance program number 20.205, Highway Planning and Construction. Following prioritization and programming in the Lexington Metropolitan Planning Organization's (MPO's) Transportation Improvement Program (TIP), the CABINET has obligated up to \$480,000 in Federal Surface Transportation Program Metropolitan Lexington (SLX) funding for this PROJECT.

The federal share of the total cost of this AGREEMENT shall not exceed \$480,000 in SLX funding unless otherwise approved in writing by the CABINET with the concurrence of FHWA. Reimbursement requests will be considered only for and up to the funding amount and type of work described in the approved Scope of Work and Budget and authorized by the Notice to Proceed. The LFUCG has agreed to accept up to \$480,000 in Federal reimbursement funding available as authorized for eligible PROJECT costs and shall be responsible for any costs in excess of \$480,000 that are necessary for completion of the approved Scope of Work and any authorized changes to the PROJECT. The 20% matching local share of \$120,000 shall be the responsibility of the LFUCG. The LFUCG agrees to provide local matching funds in the amount sufficient, together with the allocated Federal funds, to assure completion of the PROJECT.

The LFUCG shall pay all PROJECT expenses and only upon meeting all terms and conditions of this AGREEMENT will be eligible to receive Federal reimbursement funding. The Federal share of costs is payable quarterly by the CABINET upon presentation and approval of an invoice and two (2) copies of adequate documentation. All charges to the PROJECT shall be supported by properly executed invoices, contracts, vouchers, or monthly employment data evidencing in proper detail the nature and propriety of the charge. The CABINET or FHWA may require additional documentation at their discretion.

It is understood that the value and character of any "in-kind" services contributed toward the local match must be approved by the CABINET and FHWA prior to being credited to the PROJECT. All "in-kind" services must meet CABINET and FHWA eligibility and applicability requirements.

It is further understood that revisions in the PROJECT Budget may be necessary and may be allowed if they do not exceed the total sum set out above, subject to the prior written approval of the CABINET. In order for the LFUCG to be reimbursed for costs that are not listed in the PROJECT Budget, the LFUCG must obtain written approval from the CABINET prior to incurring these costs.

Regardless of whether the contract time is extended, unexpended funds at the end of the PROJECT shall not be carried forward to a future AGREEMENT.

Section 5. Allowable Costs. Funding may be used for restoration, repair, construction and other activities eligible under the Surface Transportation Block Grant Program (STBG) as defined within 23 USC 133(b). Funding may also be used for passenger and freight rail transportation and port infrastructure projects eligible for assistance under subsection 23 USC 601(a)(8). The PROJECT costs referred to in this AGREEMENT shall be

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those costs included in the Scope of Work (Attachment A) and submitted to the CABINET on the Reimbursement Request Form. The LFUCG shall follow 2. CFR 200.

The LFUCG is responsible for adhering to all Federal and State laws and regulations listed in this AGREEMENT and all documents referred to herein. Reimbursement by the CABINET shall not be provided to the LFUCG if any requirements listed within 23 CFR 123 are not met. The CABINET shall reimburse the LFUCG upon request by the LFUCG providing proof of payment through appropriate documentation, which includes but is not limited to the following: work progress completed to date, expenses, cancelled checks, bank statements, verified affidavits, and employment reports. The LFUCG shall also certify the work shown on the invoice has been performed in accordance with the terms of this AGREEMENT and approved plans and specifications, the cost(s) shown are verified and are true and correct, and the request for reimbursement in no way represents any degree of duplication of payments that have or will be received from other funding sources. This formal letter must be signed by the designated project manager for the LFUCG in responsible charge.

Reimbursement by the CABINET is also subject to the provisions of Sections 33 and 36 hereof. The CABINET or FHWA reserves the right to require additional documentation

Section 6. Reporting and Monitoring. This Federal-aid project is subject to the reporting requirements contained in the Federal Funding Accountability and Transparency Act (Transparency Act) of 2006 and its associated amendments. The Transparency Act requires entities receiving Federal awards such as Federal contracts, sub-contracts, grants and sub-grants, to disclose certain information. This Agreement is subject to 31 USC 6101, 2 CFR 170, and 2 CFR Subtitle A, Chapter I and Part 25.

The LFUCG shall maintain and comply with all reporting requirements outlined by the CABINET and FHWA, including the submittal of progress reports detailing the status of the PROJECT. The LFUCG shall provide invoices for expenses that match the approved Scope of Work and Budget Summary submitted to the CABINET. The making, recording and reporting of any purchases shall be undertaken in accordance with the requirements of KRS 45A. All checks, invoices, contract records, vouchers, orders, and purchasing documents pertaining in whole or in part to the PROJECT shall be clearly identified and readily accessible. The LFUCG shall permit the CABINET and/or FHWA to conduct periodic site visits to ascertain compliance with federal and state laws and regulations. The LFUCG shall maintain financial records for three years after project completion, Final Acceptance and final reimbursement.

Section 7. Environmental Requirements. The CABINET has reviewed the Scope of Work and the Division of Environmental Analysis has issued a Categorical Exclusion for Minor Projects (CEMP) for the following PROJECT description: Upgrade and enhancement of hardware, software, training and development to improve traffic flow and reduce congestion.

Section 8. Permits and Licenses. The LFUCG is responsible for obtaining all permits and licenses required to initiate, perform and complete all phases of the PROJECT in an appropriate and timely manner. Concurrence

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must be obtained by the LFUCG through the CABINET's District 7 Chief District Engineer in Lexington prior to the awarding of any contract for work or materials to be used on this PROJECT. Per the CABINET/FHWA Stewardship Agreement, the PROJECT may require more involvement from the FHWA.

Section 9. Design and Construction Standards. All Federal and State design and construction criteria for the type of work shall be followed, including but not limited to 23 CFR 625, the CABINET's Highway Design Manual, the CABINET's Standard Drawings, the CABINET's Standard Specifications for Road and Bridge Construction, the CABINET's Drainage Manual, the CABINET's Structural Design Manual, the American Association of State Highway Transportation Officials' (AASHTO) "Policy on Geometric Design of Highways and Streets", and the FHWA Manual on Uniform Traffic Control Devices (MUTCD). All work performed shall be in accordance with the CABINET's Standard Specifications for Road and Bridge Construction, current edition, and as provided in Subsection 105.01 of said Specifications. All materials furnished shall be in accordance with Subsection 106 of said Specifications, including the CABINET's List of Approved Materials. These standards, specifications, and criteria are incorporated in this AGREEMENT by this reference.

Section 10. Engineering Services. The LFUCG shall be responsible for all PROJECT design activities, including to fully develop the PROJECT as defined within the body of this AGREEMENT, resulting in the preparation of all plans, specifications, notes, and a final estimate for concurrence by the CABINET, as applicable.

Section 11. Contractor Procurement. The LFUCG shall be responsible for all PROJECT construction activities as defined within the body of this AGREEMENT, which may be completed either by the LFUCG's staff or by a contractor. If the LFUCG intends to use contractor services, the LFUCG shall act in accordance with the Federal contract provisions listed in FHWA Form 1273 which take precedence over the Kentucky Model Procurement Code provisions KRS 45A.343 and KRS 45A.345-460, as well as KRS 424, 23 CFR 635, 23 USC 112. Contractors and subcontractors must be pre-qualified by the CABINET for the type of work prior to be awarded a contract. If no CABINET prequalification category exists, a contractor or subcontractor must receive the approval of the CABINET prior to working on the PROJECT. The contractor affirms that it is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state and will remain in good standing to do business in the Commonwealth of Kentucky for the duration of any contract awarded. The contractor shall maintain certification of authority to conduct business in the Commonwealth of Kentucky during the term of this contract. Such registration is obtained from the Secretary of State, who will also provide the certification thereof.

If applicable, the LFUCG shall prepare an independent engineer's estimate in accordance with 23 CFR 630, Subpart B to compare against the contractors' bids for reasonableness. The LFUCG shall thoroughly review all bids and obtain concurrence from the CABINET prior to the award or the rejection of any contract of bids for work or materials to be used on this PROJECT. Factors that should be considered in reviewing submitted bids



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are: a comparison of the bids against the engineer's estimate, the number of bids submitted, the distribution or range of bids received, the geographic location of bidders, any potential savings from readvertising the PROJECT, a comparison of bids against other recent bids for the same item or service, the urgency of the PROJECT, the number of times previously advertised or contracted for, the current market conditions, a comparison of unit bids versus engineer's estimate unit bids, the funding available. Determining whether the bids received are adequate involves considering any critical safety improvements, emergency repair or replacement of damaged facilities, the opening of otherwise completed facilities to traffic, furthering a phased construction schedule, or any other factors deemed important by the CABINET or FHWA. Specific Federal requirements defined within 23 CFR 635 require that the award be made to the lowest responsive bidder meeting the criteria of responsibility established by the CABINET.

Section 12. Contract Administration and Inspection. The LFUCG shall be responsible for all aspects of administration, measuring, testing, and inspections to ensure the materials and construction work meets CABINET specifications and federal quality assurance specifications referenced in 23 CFR 637 and 23 CFR 635.105 (a) or (b). This includes providing daily, on-site inspection of the contractor's and subcontractor's work activities and processing all of the paper work associated with the construction contract, including any change orders. The LFUCG must receive prior written CABINET approval for all change orders, but such approval shall not increase the funding obligated to the LFUCG under this AGREEMENT or otherwise.

The LFUCG shall use the CABINET's current Regional Highway and Bridge Construction Inspection advertisement for construction inspectors, or must receive CABINET approval to submit an Alternative Construction Inspection Plan. If the LFUCG does not have adequate staff to perform this work, the LFUCG may hire a consultant or enter into an agreement with another governmental agency to provide these services. The CABINET must review and approve the Construction Engineering and Inspection agreement and the agreement with the service provider must be submitted to FHWA for concurrence. If the LFUCG elects to hire a consultant, the LFUCG must ensure that the consultant staff is competent in construction inspection and performs all work under the direct supervision of a registered professional engineer or architect licensed in the Commonwealth of Kentucky. The use of a consultant does not relieve the LFUCG of ultimate responsibility for the proper administration and inspection of the construction. If a consultant is used to provide inspection services, the LFUCG must also provide an appropriately certified and licensed LFUCG employee to be in responsible charge of the PROJECT oversee the inspections.

When an Alternative Construction Inspection Plan is submitted, the LFUCG must ensure sufficient quantity and quality are delivered and that proper inspection documentation is maintained. The Alternative Construction Inspection Plan must be performed under the supervision of a Professional Engineer licensed in the state of Kentucky, include credentials and experience of inspectors, indicate testing consistent with the CABINET's

Sampling Manual, detail the frequency, who will be responsible, what will be included in reports, and coordinate with the CABINET's construction inspector.

The CABINET and/or the FHWA shall have access to the PROJECT area and may conduct an announced or unannounced field review of the PROJECT at any time. This field review is intended to verify status of the PROJECT, performance of the contractor, adequacy of the LFUCG oversight, conformance with all laws, regulations, and policies applicable to the Federal-aid Highway Program, and provide assistance to the LFUCG where necessary.

Section 13. Davis-Bacon and Related Acts. The 1931 Davis-Bacon Act (prevailing Federal wage) requires the recipients of all Federal-aid construction projects to comply with contractor and subcontractor payment rates and fringe benefits as determined by the Secretary of Labor for corresponding classes of laborers and mechanics engaged in similar construction activities. Specific wage rates shall be included in the construction contract between the LFUCG and the contractor, which must also include a contract provision that overrides the general applicability provisions in Form FHWA-1273, Sections IV and V.

Section 14. The Contract Work Hours and Safety Standards Act. During the construction of the PROJECT, the LFUCG shall comply with the Contract Work Hours and Safety Standards Act which contains weekly (after 40 hours) overtime pay requirements and applies to most Federal contracts which may require or involve the employment of laborers and mechanics, including watchmen and guards. Section 107 of the Act provides health and safety standards on covered construction work which are administered by the Occupational Safety and Health Administration (OSHA). The LFUCG shall refer to the Contract Work Hours and Safety Standards Act for the requirements under this provision.

Section 15. The Copeland "Anti-Kickback" Act. The LFUCG shall comply with the "Anti-Kickback" section of the Copeland Act, which makes it punishable to induce any person working on a Federally funded or assisted construction project to "give up any part of the compensation to which he is entitled under his contract of employment." The LFUCG shall refer to the Copeland Act for the requirements under this provision.

Section 16. Title VI - Civil Rights Act of 1964. The LFUCG shall comply with all requirements imposed by Title VI of the Civil Rights Act of 1964 (78 Stat. 252), and any applicable DOT Regulations (CFR Title 49, Subtitle A, Part 21). Title VI prohibits discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.

Section 17. Equal Employment Opportunity. In connection with the execution of this AGREEMENT, the RECIPIENT shall take affirmative action and not discriminate against any employee or applicant for employment to ensure that applicants are employed, and that employees are fairly treated during their employment, without regard to their race, religion, color, sex, national origin, age, or disability. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising;

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layoff or termination; rates of pay or other forms of compensation; and selection of training including apprenticeship. The RECIPIENT shall incorporate the foregoing requirements of this paragraph in all subcontracts for services covered by this AGREEMENT.

Section 18. Non 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, the RECIPIENT agrees as follows:

a. The RECIPIENT will not discriminate against any employee, applicant, contractor or consultant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, or age. The RECIPIENT 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. The RECIPIENT agrees to provide, upon request, needed reasonable accommodations. The RECIPIENT 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. The RECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

b. The RECIPIENT will, in all solicitations or advertisements for work placed by or on behalf of the RECIPIENT; 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.

c. The RECIPIENT 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 RECIPIENT's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The RECIPIENT will take such action with respect to any contract, subcontract or purchase order as the CABINET or FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Section 19. Disadvantaged Business Enterprise (DBE) Requirements. An applicant DBE firm must be given consideration for participation in the PROJECT and a DBE goal shall be set by the CABINET for work on the PROJECT. The CABINET shall review and approve the DBE goal based on CABINET processes and procedures. Any participating DBE firm must be certified as a DBE firm and be prequalified with the CABINET. The RECIPIENT agrees to comply with the DBE Requirements contained within 23 CFR 635 Subpart A, Section

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1101(b) of Public Law 109-59, Chapter 3 of Title 49 USC and 49 CFR Part 26 to ensure equal opportunity to socially and economically disadvantaged small businesses.

Assurance. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of contracts assisted by the United States Department of Transportation. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other allowable remedy the CABINET deems appropriate. Each contract signed with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include this provision.

DBE Prompt Payment Requirement. The contract between the RECIPIENT and the contractor shall include a contract provision that requires the contractor to comply with 49 CFR 26.29 and pay its subcontractors within then (10) working days from receipt of each payment RECIPIENT makes to the contractor. The RECIPIENT shall prohibit the contractor from withholding retainage on any subcontract on this PROJECT to ensure prompt and full payment from the contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed.

Section 20. Prohibited Interest. No member, officer, or employee of the CABINET or the LFUCG during his tenure or for one (1) year thereafter shall have any financial interest, direct or indirect, in this AGREEMENT or the proceeds thereof as identified in KRS 45A.340. The CABINET and the LFUCG shall comply with the requirements of the Executive Branch Code of Ethics KRS Chapter 11A. No member, officer, or employee of the CABINET or LFUCG shall collude or lobby on behalf of this PROJECT without penalty, including but not limited to suspension or debarment.

The LFUCG further represents that, pursuant to KRS 45A.328, they have not procured an original, subsequent, or similar contract while employing an executive agency lobbyist who was convicted of a crime related to the original, subsequent, or similar contract within five (5) years of the conviction of the lobbyist.

Section 21. Covenant Against Contingent Fees. The LFUCG warrants that no person, elected official, selling agency or other organization has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the CABINET shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from the compensation, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

Section 22. Interest of Members of or Delegates to Congress. No funding has been or will be paid to a member or delegate to the Congress of the United States in connection with the awarding of this Federal

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contract. Nor shall any member of or delegate to the Congress of the United States receive any benefit arising out of this Federal contract.

Section 23. Maintenance as Public Facilities. As applicable, the LFUCG agrees to maintain the facilities, to include the installation of electronics, signals, etc., in an acceptable condition and for a public purpose in accordance with a maintenance plan. In addition, any applicable landscaping in any project shall be maintained in an acceptable condition to include mowing, trimming, or other maintenance in accordance with a maintenance plan. In the event that the property is not maintained as a public facility, the LFUCG shall reimburse the CABINET for all proceeds provided for in this PROJECT including any applicable interest, unless such change in use is approved in writing by the CABINET and FHWA, if applicable. The LFUCG shall obtain concurrence from the CABINET's District 7 Chief District Engineer in Lexington of a Maintenance Plan for any facilities to be constructed, prior to the awarding of any contract to construct such facilities.

Section 24. Americans with Disabilities Act. The LFUCG agrees to comply with the provisions of the Americans with Disabilities Act of 1990 (ADA) and Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, and other applicable Federal regulations relating hereto, issued by the U.S. Department of Transportation. ADA prohibits discrimination against otherwise qualified individuals under any program or activity receiving Federal financial assistance covered by this AGREEMENT and imposes requirements that affect the design, construction, and maintenance of all transportation projects, to provide access to all facilities.

Section 25. Applicable Laws. This AGREEMENT shall be in accordance with all federal laws, and the laws of the Commonwealth of Kentucky.

Section 26. Hold Harmless Clause. To the extent permitted by law, the LFUCG shall indemnify and hold harmless the FHWA and the CABINET and all of its officers, agents, and employees from all suits, actions, or claims of any character arising from any injuries, payments or damages received or claimed by any person, persons, or property resulting from implementation of any phase of the PROJECT or occurring on or near any PROJECT site.

Section 27. Contract Completion. The LFUCG is responsible for ensuring that all PROJECT activities have been completed and is responsible for providing all of the necessary paperwork as required by the contract. This involves conducting a pre-audit of all contract items and associated paperwork. If construction is a part of this PROJECT, the additional requirements of this section apply.

When complete, the LFUCG's project engineer in responsible charge of the PROJECT shall notify the CABINET the PROJECT is ready for final inspection. The LFUCG will conduct a field inspection to verify completion of the work in substantial conformance with the AGREEMENT. When both the LFUCG and the CABINET accept the field work as complete, the LFUCG's project manager shall certify the PROJECT was constructed in accordance with the plans and specifications and that all funding authorized on this PROJECT has been used to

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reimburse for materials, equipment, or labor as intended and at the location agreed herein by both parties. The CABINET's Chief District Engineer in Lexington will complete a Final Acceptance Report.

Within thirty (30) days upon receipt of the CABINET's Final Acceptance Report, the LFUCG will issue the final payment to the contractor and proof of payment to the CABINET with an official Release of Contractor form for signature. Upon receipt of the contractor's agreement to the Release of Contractor paperwork, the LFUCG will transmit the Final Estimate and Release to the CABINET. The CABINET will then submit a Final Voucher request to the FHWA Financial Management Team with copies of the CABINET's Final Acceptance Report and signed Final Release of Contractor. Approval of the Final Voucher will constitute Final Acceptance by the FHWA. In accordance with 2 CFR 200, the RECIPIENT shall maintain all PROJECT records for three (3) years after final payment.

Section 28. Audit and Inspection. The LFUCG, contractor and any subcontractors shall permit the CABINET, the Comptroller General of the United States and the Secretary of the United States Department of Transportation, or their authorized representatives, to inspect and approve all phases of the PROJECT and all relevant PROJECT data and records, including any audit(s) of the LFUCG pertaining to the PROJECT.

The LFUCG hereby acknowledges its duty to the CABINET to determine whether it is subject to the Single Audit Act of 1984, P.L. 98-502, and the Single Audit Act Amendments of 1996, P.L. 104-156. The LFUCG shall follow 2 CFR 200. In Accordance with 2 CFR 200 Subpart F, If the LFUCG has expended more than \$750,000 in Federal funding from all sources in the LFUCG's fiscal year, the LFUCG shall provide the CABINET copies of their 2 CFR 200 Subpart F audit reports within 9 months of their fiscal year end.

The LFUCG hereby acknowledges it is responsible to inform any entity it intends to hire or use as a contractor, as defined in KRS 45A.030(9), 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 of the contractor's books, documents, papers, records, or other evidence, which are directly pertinent to this AGREEMENT for the purpose of financial audit or program review. Furthermore, any of the contractor's books, documents, papers, records or other evidence provided to the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, or the Legislative Research Commission which are directly pertinent to the AGREEMENT shall be subject to public disclosure regardless of the proprietary nature of the information, unless specific information is identified and exempted and agreed to by the Secretary of the Finance and Administration Cabinet as meeting the provisions of KRS 61.878(1)(c) prior to the execution of the AGREEMENT. The Secretary of the Finance and Administration Cabinet shall not restrict the public release of any information, which would otherwise be subject to public release if a State government agency were providing the service

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Section 29. Campaign Finance. The LFUCG shall certify that the contractor swears under the penalty of perjury, as provided by KRS 523.020, that neither he/she nor the entity which he/she represents has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the entity which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

Section 30. Violations. Pursuant to KRS 45A.485, the LFUCG shall certify that all contractors shall reveal to the CABINET any final determination of a violation within the previous five (5) year period pursuant to KRS Chapter 139, 136, 141, 337, 338, 341 and 342. These statutes relate to the state sales and use tax, corporate and utility tax, income tax, wages and hours laws, occupational safety and health law, unemployment compensation law, and workers compensation insurance law, respectively.

The LFUCG shall certify that all contractors agree to be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 for the duration of this AGREEMENT. Failure to reveal a final determination of a violation of the referenced statutes or to comply with these statutes for the duration of this AGREEMENT shall be grounds for the cancellation of the contract or subcontract and disqualification of the contractor from eligibility for future state contracts for a period of two (2) years.

The LFUCG represents that pursuant to KRS 45A.607 they are not currently engaged in, and will not for the duration of the contract engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which Kentucky can enjoy open trade. Note: The term Boycott does not include actions taken for bona fide business or economic reasons, or actions specifically required by federal or state law.

Section 31. Personal Service Contracts and Memoranda of Agreement. If this AGREEMENT comes under the purview of KRS 45A.690 - 45A.725, payments on personal service contracts and memoranda of agreement shall not be authorized for services rendered after disapproval of the Government Contract Review Committee unless the decision of the committee is overridden by the Secretary of Finance and Administration Cabinet or agency head, if the agency has been granted delegation authority.

Section 32. Disputes. Any dispute concerning a question of fact in connection with the work, not disposed of by agreement between the LFUCG and the CABINET, shall be referred to the Secretary of the Transportation Cabinet of the Commonwealth of Kentucky, or his duly authorized representative, whose decision shall be final. Regulations concerning any claims to be filed by a contractor are referenced in 23 CFR 635.124.

Section 33. Agreement Change. Any proposed change to the Scope of Work or time extension to this AGREEMENT shall comply with 23 CFR 635.120 and 635.121 and shall be evidenced in writing at the mutual consent of the LFUCG and the CABINET.

Section 34. Termination. The CABINET reserves the right to cancel all reimbursements under this AGREEMENT at any time deemed to be in the best interest of the CABINET by giving thirty (30) days written

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notice of such cancellation to the LFUCG. If reimbursement under this AGREEMENT is canceled under this section by reason other than violation of this AGREEMENT or any applicable law by the LFUCG, its agents, employees and contractors, the CABINET shall reimburse the LFUCG according to the terms hereof for all expenses incurred under this AGREEMENT to the date of such cancellation of reimbursement. The LFUCG may seek to cancel its obligations under this AGREEMENT at any time deemed to be in the best interest of the LFUCG by giving thirty (30) days written notice of such request to the CABINET. If the CABINET agrees to allow the LFUCG to cancel the PROJECT or cancel its obligations under this AGREEMENT, the LFUCG shall reimburse the CABINET for all federal funding reimbursements made under this AGREEMENT.

Section 35. Resolution. The LFUCG shall pass a resolution authorizing the Mayor to sign this AGREEMENT on behalf of the LFUCG. An acceptable Resolution shall contain the project name, description, amount of funds being provided and an acknowledgement that the LFUCG agrees to ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the AGREEMENT. Furthermore, by accepting the funds the LFUCG agrees to all terms and conditions stated in the AGREEMENT. A copy of the resolution shall be attached to the AGREEMENT (Attachment B) and returned to the CABINET prior to full execution of this PROJECT.

Section 36. Responsible Charge. The LFUCG shall designate a Person in Responsible Charge of this PROJECT according to the terms outlined in Attachment C. The LFUCG will provide the name and contact information for the Person in Responsible Charge prior to full execution of this PROJECT. The Attachment C information must be current for the LFUCG to be in compliance with the federal regulations and an eligible recipient of federal funds. Should a change occur, the LFUCG must submit a revised Attachment C within 7 days. Failure to comply can result in cancellation of the PROJECT



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IN TESTIMONY WHEREOF, the parties have hereto caused this AGREEMENT to be executed upon signature by their proper officers and representatives.

**COMMONWEALTH OF KENTUCKY TRANSPORTATION CABINET:**

Approved as to form and legality:

\_\_\_\_\_

Attorney  
Transportation Cabinet

\_\_\_\_\_

Jim Gray  
Secretary

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:**

Approved as to form and legality:

\_\_\_\_\_

Attorney

*Linda Gorton*  
\_\_\_\_\_

Linda Gorton  
Mayor

Date: \_\_\_\_\_

Date: 7/2/25

**ATTACHMENT A – SCOPE OF WORK AND BUDGET SUMMARY**

The Lexington—Fayette Urban County Government (LFUCG) Division of Traffic Engineering strives to improve traffic flow, reduce congestion and delay, and improve safety for all travelers within the county regardless of their mode of travel. It is important to employ the most current technology and resources, along with ongoing training, to ensure we provide the absolute best service to the traveling community.

This project will fund a non-construction program to complement and enhance ongoing traffic management efforts in Fayette County for Fiscal Year 2026. It complies with the Regional ITS Architecture update included in the Intelligent Transportation System Architecture Plan in accordance with the Congestion Management Process.

**1. Professional Services - Signal Timing**

High traffic volumes are routinely observed in Lexington especially during the morning, midday, and afternoon peak periods. Populations in both Lexington and surrounding areas also continue to grow and contribute to these already high volumes. There have been many changes and fluctuations in businesses which have responded with altered operations and work practices within the urban service area. Current data suggests that the typical hours seen with the highest vehicular volumes vary somewhat from years past. Both current and planned long-term roadway construction projects have also reduced capacity and altered typical traffic patterns, affecting several arterials within Lexington. One cost-effective way to alleviate congestion from these changes is to reevaluate and optimize traffic signal timing along busy roads and arterials. This project will consist of LFUCG contracting with a third-party traffic vendor to collect accurate Automated Traffic Signal Performance Measures (ATSPMs) and either provide actionable signal timing adjustment recommendations that are evaluated and adjusted on a regular and continuous basis or will execute automatic adjustments based on these measures. Traffic Adaptive and/or responsive signal control strategies may be considered for this project.

This project will incorporate data available from various sources, which may include our Streetlight Data subscription, existing traffic signal performance data within our existing central traffic signal system, traffic detection data, camera observation system, and even crowdsourced travel data, to develop traffic timing plans to help mitigate traffic delays, congestion, and pollution.

This is expected to be a long-term project that may be implemented at one or more major corridors at a time depending on several factors, including project costs, degree or ranking of congestion mitigation needs, expected improvement of traffic flow, and expected increase of traffic safety that may be realized from implementation. Funds for this project are expected to be combined with unspent funds from prior years' ITS Signal Timing balances for a larger overall project.

The project described above will fit within existing services described by the Lexington Area ITS Architectures; specifically TM03, TM02, and DM01.

*Project Cost Estimate - \$150,000*

**2. Traffic Corridor Management Upgrades**

The goal of this project is to provide traffic detection, observation, and network communication equipment to improve corridor management systems. LFUCG is nearing completion of the mainline detection project for Man o' War Boulevard that began approximately six years ago. We hope to wrap that up soon and then continue to upgrade and enhance detection equipment at key intersections along congested corridors such as Tates Creek Road, Harrodsburg Road and Sir Barton Way to name a few. This project will include the purchase of traffic detection equipment that operates using video, radar, or other advanced multi-modal detection technologies.

This project will also continue the efforts of upgrading and expanding the traffic camera network that began in Fiscal Year 2019. New cameras and features will be added to enhance coverage and capabilities in select areas. As part of this project, we may consider software that would give us analytical data and insight concerning routine traffic patterns and unscheduled incidents. Any software we invest in will integrate with our existing camera system and signal system. In addition to transportation and public safety entities, camera feeds are accessible to the public via the Lexingtonky.gov traffic website, allowing for better travel decisions, knowing weather and congestion conditions.

Lastly, this project will include enhancing reliability and improving our network communication system that serves as the backbone to the traffic observation and traffic control systems. As data storage and bandwidth needs grow, improvements are necessary to continue to provide communication for day-to-day corridor management that can withstand varying weather conditions and provide automatic redundant failover in the case of communication interruptions along normal pathways. We currently own and maintain over 100 miles of fiber optic cable and over 135 wireless hardware devices linking nearly 100 remote, signalized intersections to the fiber optic network and central system. We also continue to invest in mobile broadband communication systems used for both permanent and temporary communication, depending on needs. This project seeks to improve our network and wireless infrastructure with upgraded frequency bands and components to improve bandwidth, security, connectivity and coverage area.

The project above will fit within existing services described by the Lexington Area ITS Architectures; specifically TM01, TM03, TM09, TM08, TI01, TM08 and DM01.

*Project Cost Estimate - \$198,029, which is a substantial increase from FY2025 because of uncertainty with Build America, Buy America Act requirement that has since been resolved.*

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**3. Training**

This project will support needed training and professional conferences for personnel regarding ITS hardware, software, methods and best practices.

*Project Cost - \$10,000*

**4. Mileage**

This project will provide for floating car studies, off-site meetings, and signal timing or ITS equipment troubleshooting and improvements.

*Project Cost Estimate - \$2,000*

**5. Transportation Analytics Platform**

The Lexington Area MPO (LAMPO) and other offices responsible for the operation, modification, and analysis of the existing and proposed transportation network have benefited greatly by having convenient access to 'big data.' Anonymized data is collected from many of us via cell phones, GPS, and Bluetooth devices. This data is processed and made available for traffic studies, origin-destination studies, volume projections, and has many other uses in determining the health of the transportation network or impacts a proposed change might have on it. This project will seek to continue supporting a data services software platform to assist with determining flexible corridor/area speeds, volumes, origin-destination, routing, and vehicle classification along arterial and collector routes within the LAMPO area. Information obtained assists in verifying timing changes and lane closure impacts and helps gauge capacity improvements due to geometric changes.

The Streetlight Data platform was previously selected by committee for this project and the initial subscription began on 9/13/22 with allowance for four additional renewals. This is an on-going project and the current agreement includes subscription renewals through 9/13/27.

The project above will fit within existing services described by the Lexington Area ITS Architecture; specifically TM02, TM06, DM01 and DM02.

*Project Cost Estimate - \$148,918*

**6. Associate Traffic Engineer Position**

Lexington Traffic Engineering would like to continue to fund the position created and filled in October of 2023 as we continue to expand our ITS systems in order to offer the highest degree of traffic flow optimization possible. These systems currently include over 100 miles of fiber optic cable, over 135 wireless connection devices, 397 traffic signals, 210 camera streams, and 374 radar units deployed in the field. Each one of these offers a great advantage to aid in the improvement of traffic flow on major arterials across the network. The management and future planning of ITS systems is critical in order to take full advantage of the advanced capabilities these systems provide. Lexington can help accomplish this by continuing to fund the current Associate Traffic Engineer position. The duties of this position include strategically planning traffic observation camera locations, monitoring fiber optic and wireless network communication systems, working on the organization and revamping of Traffic Engineering's IP structure which will result in communication system redundancy and automatic failover via alternate pathways upon disruption, and traffic data collection, monitoring, reporting, timing and studies.

The ultimate goal of Traffic Engineering and of this position is to provide a safe, reliable and efficient transportation facility for all users within Lexington's traffic network. This Associate Traffic Engineer position helps achieve this goal with the planning, administration, and utilization of the various ITS devices Lexington operates and continues to deploy throughout the city. Funds for this project should extend this position for an additional year.

The project described above will fit within existing services described by the Lexington Area ITS Architecture; specifically, DM02, TM01, TM03, and TM06.

*Project Cost Estimate (estimated one year of funding) - \$91,053*

**LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT  
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Funding details:

Item	Title	Cost	Description
1.	Traffic Signal Retiming	\$150,000	Evaluate needs and benefits, and improve signal timing in selected areas and corridors
2.	Traffic Corridor Management Upgrades	\$198,029	Upgrade or add multimodal detection equipment, traffic surveillance camera equipment and analytics, and network communication components
3.	Training	\$10,000	Training and conferences for personnel regarding ITS hardware, software, and methods
4.	Mileage	\$2,000	Floating car studies, off-site meetings, and signal timing troubleshooting and improvements
5.	Transportation Analytics Platform	\$148,918	Monitor the transportation network and provide data, metrics, and performance standards
6.	Associate Traffic Engineer Position	\$91,053	Staff position to plan, monitor, and optimize use of existing and future ITS equipment purchases
	<b>Total</b>	<b>\$600,000</b>	

It is anticipated that activities included in this proposal will be completed by June 30, 2027 (a 2 year window).

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ATTACHMENT B – RESOLUTION

**ATTACHMENT C  
 PERSON IN RESPONSIBLE CHARGE**

Upon federal-aid project delegation to the LFUCG by the CABINET, the undersigned hereby certifies the following, to the best of his or her knowledge and belief, on behalf of the LFUCG:

1. Pursuant to 23 CFR 635.105(c) (4), the LFUCG acting as a subrecipient of federal transportation funds must provide an employee of that agency, who is available full time, to be in responsible charge of the PROJECT. The individual in responsible charge of the PROJECT is held accountable for ensuring that all applicable Federal and State regulations are followed on the PROJECT. This person will have the authority and resources to manage the PROJECT and will be the primary point of contact with the CABINET. This person may be the project engineer provided that the project engineer is a full-time employee of the LFUCG. If the project engineer is a consultant, the person in responsible charge must be a full-time employee of the LFUCG.
2. The undersigned and the designated LFUCG's person in responsible charge of this PROJECT has read and understands the contract administration and inspection responsibilities described in the CABINET's *Federal-Aid Highway Program Project Development Guide for Local Public Agencies (LPA Guide)*.
3. The undersigned will carry out this PROJECT in accordance with the applicable Federal and State laws and associated regulations identified in the LPA Guide.
4. The undersigned will enforce compliance with the above-mentioned laws, regulations, policies, and guidelines by its consultants, contractors, and subcontractors.
5. The undersigned certifies the designated person in responsible charge will:
  - Have the ability to visit the PROJECT or attend meetings related to the PROJECT as needed.
  - Be responsible for ensuring that the PROJECT is delivered on time in accordance with established milestones and the terms of the contract between the RECIPIENT and the CABINET.
6. In accordance with the requirements outlined above, LFUCG has selected the following individual as the person in responsible charge for the PROJECT:

Name:	Position with LFUCG:
E-mail:	Phone:
Signature:	

7. Should the LFUCG require a change to the Person in Responsible Charge, they will notify the CABINET, designate a new Person in Responsible Charge, and resubmit the Attachment C within 7 days of the change. The new Attachment C will be incorporated into this Agreement upon approval by the CABINET.

\_\_\_\_\_  
 Linda Gorton, Mayor

\_\_\_\_\_  
 Date



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0611-25**

**File ID:** 0611-25

**Type:** Resolution

**Status:** Approved

**Version:** 1

**Contract #:**

**In Control:** Urban County Council

**File Created:** 06/12/2025

**File Name:** Konica Digitize Tax Filings

**Final Action:** 07/01/2025

**Title:** A Resolution authorizing the Mayor or the Chief Information Officer, on behalf of the Lexington-Fayette Urban County Government to execute the necessary documents for the Urban County Government to procure software and related services under the same terms and conditions as Contract #060624-KON, a Contract between Sourcewell and Konica Minolta Business Solutions U.S.A, Inc., including the Statement of Work related to the digitization of Net Profits filings for the Div. of Revenue (cost estimated not to exceed \$91,500), which is attached hereto and incorporated herein by reference, and any future statements of work related to the procurement of software and service solutions for various Depts. and Divs. of the Urban County Government, as further determined to be necessary, cost effective and feasible by the Chief Information Officer and the Div. of Procurement, all subject to the appropriation of sufficient funds. [Dept. of Information Technology, Rodgers]

**Notes:**

**Sponsors:**

**Enactment Date:** 07/01/2025

**Attachments:** Bluesheet

**Enactment Number:** R-323-2025

Memo\_KonicaManoltaSourcewellContractRenewal,  
(2025-6-11) LFUCG - DOR Tax Document Portal  
SOW\_Final, Konica Contract 060624, RESO  
0611-25 Konica Minolta USA 4916-9589-0766  
v.1.docx, R-323-2025

**Deed #:**

**Hearing Date:**

**Drafter:** Camille Brann

**Effective Date:**

**History of Legislative File**

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	06/24/2025	Approved and Referred to Docket	Urban County Council	06/26/2025		Pass
1	Urban County Council	06/26/2025	Received First Reading	Urban County Council	07/01/2025		

**Text of Legislative File 0611-25**

**Title**

A Resolution authorizing the Mayor or the Chief Information Officer, on behalf of the Lexington-Fayette Urban County Government to execute the necessary documents for the Urban County Government to procure software and related services under the same terms and conditions as Contract #060624-KON, a Contract between Sourcewell and Konica Minolta Business Solutions U.S.A, Inc., including the Statement of Work related to the digitization of Net Profits filings for the Div. of Revenue (cost estimated not to exceed \$91,500), which is attached hereto and incorporated herein by reference, and any future statements of work related to the procurement of software and service solutions for various Depts. and Divs. of the Urban County Government, as further determined to be necessary, cost effective and feasible by the Chief Information Officer and the Div. of Procurement, all subject to the appropriation of sufficient funds. [Dept. of Information Technology, Rodgers]

**Summary**

Authorization to execute necessary documents for LFUCG to procure software and related services under the same terms and conditions as Contract #060624-KON between Sourcewell and Konica Minolta Business Solutions U.S.A, Inc., including a Statement of Work related to the digitalization of Net Profits filings for the Division of Revenue at a cost not to exceed \$91,500, and any future Statements of Work related to the procurement of software and service solutions determined to be necessary, cost effective and feasible by the Chief Information Officer and the Division of Procurement, subject to appropriation of sufficient funds. Funds are Budgeted. (L0611-25)(Rodgers/Hensley)

Budgetary Implications [select]: **Yes/NO**

Advance Document Review:

**Law:** { Select **Yes/No**, Completed by [Gabriel Thatcher]}

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

Fully Budgeted [select]: **Yes/No/Partial**

Account Number:

\$46,500 from 1101-202505-0001-71208

\$45,000 from 1101-202601-0001-71208

This Fiscal Year Impact: \$Cost for FY26 is projected to be \$91,500

Annual Impact: \$

Project:

Activity:

Budget Reference:

Current Balance: 1101-202505-0001-71208 - \$440,840.00

1101-202601-0001-71208 - Funds have been encumbered

LF00216559







TO: Mayor Linda Gorton,  
Honorable Members, Urban County Council

FROM: Liz Rodgers, Chief Information Officer

DATE: June 10, 2025

SUBJECT: Revenue Digitalization Project and Konica Minolta Sourcewell Contract update

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**Request:**

Requesting Council approve the Mayor or the Chief Information Officer, on behalf of the Lexington-Fayette Urban County Government, be authorized to execute the necessary documents for the Lexington-Fayette Urban County Government to procure software and related services under the same terms and conditions as contract #060624-KON, an updated Contract between Sourcewell and Konica Minolta Business Solutions U.S.A, Inc., including a Statement of Work related to the digitalization of Net Profits filings for the Division of Revenue (cost estimated not to exceed \$91,500), which is attached hereto and incorporated herein by reference, and any future Statements of Work related to the procurement of software and service solutions for various departments and divisions of the urban county government, as determined to be necessary, cost effective and feasible by the Chief Information Officer and the Division of Procurement, all subject to the appropriation of sufficient funds.

**Purpose:**

The Urban County Government has demonstrated a growing demand for document digitization and automation of document workflows as a means of streamlining handling, processing, and retention, and Hyland OnBase is the UCG's enterprise technology standard for such capabilities. Konica Minolta provides software and professional services for developing workflow solutions on the OnBase platform including digitizing current paper based workflows and for scanning paper documents into digital formats. The Division of Revenue seeks to use these services to digitize a large volume of annual tax filings to improve constituent interactions with the city and streamline internal workflows.

**Term and Termination:**

SOW includes an opt-out clause prior to Functional Requirements document creation. Client must provide written notice of its decision to opt out no later than five (5) business days after the conclusion of the Initial/Discovery Phase.



Underlying terms and conditions via Sourcewell's cooperative purchasing contracts with Konica Minolta, a long-term supplier of software and services to LFUCG supporting digital document and workflow solutions, with contract expiring October 25, 2028. Contract allows up to three additional one-year extensions upon request of Sourcewell and written agreement by Konica Minolta.

**Budgetary Implication:**

Cost for FY26 is projected to be \$91,500

Are the funds budgeted? Yes

\$46,500 from 1101-202505-0001-71208

\$45,000 from 1101-202601-0001-71208

File Number: 0611-25

Director/Commissioner: Rodgers/Hensley





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# Lexington Fayette Urban County Government (LFUCG)

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Department of Revenue Tax Document Portal

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**Submitted by:**

**Robin Brockman**

**Michael Rutkowski**

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**Submitted Date:**

6/11/2025

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## Document Properties

<b>Prepared For:</b>	Lexington Fayette Urban County Government
<b>Solution:</b>	Department of Revenue Tax Document Portal
<b>Document Type:</b>	Statement of Work
<b>Current Version:</b>	1.0
<b>Prepared By:</b>	Robin Brockman & Michael Rutkowski
<b>Expiration:</b>	<b>8/8/2025</b>
<b>Ref. #</b>	<b>SF00103902</b>

## Distribution List

Name	Organization	Position	Email
Wesley Holbrook	LFUCG	Director of Revenue	wholbrook@lexingtonky.gov
Chris Cieri	LFUCG	Computer Services, Applications Manager	ccieri@lexingtonky.gov
Robin Brockman	Konica Minolta	Strategic Account Executive	rbrockman@kmbs.konicaminolta.us
Michael Rutkowski	Konica Minolta	Business Consultant	mrutkowski@kmbs.konicaminolta.us
Jason Andress	Konica Minolta	Professional Services Director	Jason.andress@kmbs.konicaminolta.us
Michael Thomas	Konica Minolta	Sales Director	Mike.thomas@kmbs.konicaminolta.us

## Definitions

- Client or LFUCG: Lexington Fayette Urban County Government
- DIP: Document Import Processor (Hyland Module)
- DOR: Department of Revenue
- FRD: Functional Requirements Document
- IDP: Intelligent Document Processing
- Konica Minolta, we or our: Konica Minolta Business Solutions U.S.A., Inc.
- SOW: Statement of Work
- UAT: User Acceptance Testing

# 1. Executive Summary

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## 1.1 Introduction and Background

LFUCG is committed to enhancing efficiency and accuracy in its tax form submission processes. As part of this commitment, we propose transitioning from the existing manual submission of Net Profit Tax Forms to a digital system. This change aims to streamline operations, reduce errors, and improve the overall user experience for taxpayers.

In our evaluation of the current Net Profit Tax Form submission process, we identified several areas for improvement. The manual system is prone to errors, is time-consuming, and is often inconvenient for taxpayers. By implementing a digital submission system, LFUCG can achieve the following benefits:

- **Increased Efficiency:** Digital submissions will significantly reduce the time required for processing tax forms, allowing for quicker turnaround times and improved workflow.
- **Enhanced Accuracy:** Automated systems minimize human errors, ensuring that data is accurately captured and processed.
- **Improved User Experience:** Taxpayers will find the digital system more convenient and accessible with features such as online form completion, instant submission, and real-time status updates.
- **Cost Savings:** Reducing the reliance on paper forms and manual processing will lead to cost savings in terms of materials, storage, and labor.

This transition aligns with LFUCG's strategic goals of modernizing its operations and providing better services to the community. We recommend moving forward with the implementation of the digital Net Profit Tax Form submission system to realize these benefits.

## 1.2 Key Findings

The following are some the key findings that resulted from our initial evaluation of LFUCG's current process:

- **Lack of standardization:** LFUCG currently lacks standardization of processes for document submissions.
- **Paperwork overload:** LFUCG still relies on paper forms, which can be overwhelming for DOR staff.
- **Lack of technology integration:** LFUCG processes are not fully integrated with technology, which can make it difficult to automate tasks, track progress, and access data.
- **Manual validation:** LFUCG currently handles all validation of information manually, with no automation.
- **Compliance challenges:** LFUCG must ensure that they are compliant with all legal and regulatory requirements.

## 1.3 Objective(s)

The goal of this project is to deploy a solution that will effectively achieve the desired outcomes. Specifically, the objectives are to:

- Increase efficiency: Streamline the tax form submissions and review process to reduce the time it takes to sort and process documents.
- Reduced paperwork: The solution aims to decrease the need for paper forms.
- Improved compliance: The process includes automated compliance checks, resulting in 100% compliance with all legal and regulatory requirements.
- Enhance constituent engagement: The solution provides an accessible, modern look and feel for completing and submitting forms.

## 2. Proposed Solution Summary

### 2.1 In Scope

An assessment was conducted in pre-sales and serves as the framework for this SOW and the basis for pricing. The deployed functions and complexity based on the use case(s) are outlined below (see Appendix B for complexity descriptions based on functionality). The following use cases are outlined in scope:

#	Use Case	Proposed Solution	Complexity
1.	<b>Online Submission   WebUI Framework</b>		
1.1.	As a constituent/business, I need authenticated access to submit Department of Revenue Tax Forms.	<ul style="list-style-type: none"> <li>Install and configure the Web UI Framework Application to create a DOR portal for external constituents/businesses to access and upload and submit digital tax forms.</li> </ul>	Medium
1.2.	As a constituent/business, I need the ability to complete Net Profit tax forms electronically, with any required documentation, and submit them to the county.	<ul style="list-style-type: none"> <li>Create Web UI Forms that will replace the existing PDF version of the following Net Profit tax forms/documents (names per LFUCG website). <ul style="list-style-type: none"> <li>Form 228 MNP - 2025 business minimum license fee form</li> <li>Form 228 ENP - 2025 quarterly estimated net profit payment form</li> <li>Form 228 – /media/91702024 net profit license fee return</li> <li>Form 228 EXT – Request for Extension of time to file</li> </ul> </li> <li>Within the appropriate Net Profit Web UI Forms, an upload control will be configured where appropriate to allow for attachments.</li> </ul>	4 Forms 2 Informational /Instructional Forms  – Medium
1.3.	As a constituent/business, I need the ability to complete and upload Non-Net Profit Tax forms, with any required documentation, and	<ul style="list-style-type: none"> <li>The following DOR tax forms will be added as a hyperlink to the PDF version of the form (as it is today). Once downloaded and completed, it will then be uploaded via the portal with required indexing to assist with workflow processing and retrieval. <ul style="list-style-type: none"> <li>Form 228 IP - application for a license fee account</li> </ul> </li> </ul>	Low/Medium



#	Use Case	Proposed Solution	Complexity
	submit them to the county.	<ul style="list-style-type: none"> <li>○ Form 222 - 2024 reconciliation of license fee withheld</li> <li>○ Form 211-22 - 2024 employee refund application</li> <li>○ Form 211-65 - 2024 employee refund application, over age 65</li> <li>○ Form 1099-LX – 1099 transmittal sheet</li> </ul> <ul style="list-style-type: none"> <li>● An upload form/control will be created and available in the portal that allows for DOR tax forms to be uploaded as their existing PDF format.</li> </ul>	
1.4.	As a constituent/business, I need to pay my balance owed electronically from the portal, so I don't need to mail a check to the county.	<ul style="list-style-type: none"> <li>● Provide a button within the portal that will launch the one-time payment window of Paymentus.</li> </ul> <p><b>NOTE:</b> Discovery is required to determine the best method to achieve the payment integration with Paymentus.</p>	Medium
1.5.	As a constituent/business, I need the ability to see forms that I've submitted online to the county.	<ul style="list-style-type: none"> <li>● Create a Custom Query that will retrieve forms/documents submitted through the DOR portal.</li> </ul>	Medium
<b>2.</b>	<b>Document Review   Workflow</b>		
2.1.	As a DOR user, I need the ability for forms submitted from the portal, to be routed through an automated process to help manage workload, assignments and tracking status of documents.	<ul style="list-style-type: none"> <li>● Create an OnBase workflow process that will be used to: <ul style="list-style-type: none"> <li>○ Manage the processing and review of document submitted through the portal.</li> <li>○ Provide system automated routing/filtering of submitted forms based on DOR processing rules.</li> <li>○ System automated validation of key fields.</li> </ul> </li> </ul>	Medium

#	Use Case	Proposed Solution	Complexity
		<ul style="list-style-type: none"> <li>○ Exception handling for items missing key information.</li> </ul>	
2.2.	As a DOR user, I need to be notified when new documents/forms require review within the process.	<ul style="list-style-type: none"> <li>● Create Workflow Notifications that will be sent to users/groups (defined during Discovery) when documents/forms entered the process and/or queue for review.</li> </ul>	Low
2.3.	As a DOR user, I need the process to be flexible when assigning/re-assigning/escalating users for review.	<ul style="list-style-type: none"> <li>● Tasks will be configured to allow for assignment/re-assignment of files to users assigned to the process.</li> <li>● Tasks will be configured to allow for escalation of files to users assigned to the process.</li> </ul>	Medium
2.4.	As a DOR user, I need to be able to review the form and any related documents within my queue, and make a decision.	<ul style="list-style-type: none"> <li>● Related documents that are uploaded with the form will be made available within the workflow process.</li> <li>● Tasks will be configured within the queues based on the business rules/needs. This may contain tasks such as: <ul style="list-style-type: none"> <li>○ Review Complete</li> <li>○ Hold for Additional Review</li> <li>○ Re-assign/Escalate</li> <li>○ Incomplete/Remove</li> <li>○ ERP Manually Updated</li> <li>○ Etc.</li> </ul> </li> </ul>	Medium
<b>3.</b>	<b>Dashboard Reporting</b>		
3.1.	As a DOR user, I need visibility into the Document Review submission and review process, to help manage employee workload and understand processing times.	<ul style="list-style-type: none"> <li>● Reporting Dashboard(s) will be configured to report on the workflow process and help gather additional information within the process.</li> </ul> <p><b>NOTE:</b> Discovery is required to determine the parameters and reports required for DOR administrators.</p>	Low/Medium

## 2.2 Out of Scope

This project shall not include the following, any inclusion or addition of these items will require a change order:

- Departments, applications, or steps that were not documented as part of the expected scope of this SOW.
- Additional processes that have not been thoroughly understood or documented.
- Translations required through middleware, applications or other systems (e.g., web services).
- Activities that go beyond education and minor troubleshooting during the Go-Live Support period.
- Integration with third party solutions - it is assumed that integration efforts, including those related to data transfer, entry, or exchange (unless specifically defined in Section 2.1) are not included in the scope of this project.
- Custom code development - it is assumed that there will be no requirements for custom development unless explicitly stated in this SOW.
- Custom interfaces - for the purposes of this project, standard, pre-built vendor interfaces will be utilized. Development of customized web front-ends, applications or web services are assumed to not be required unless explicitly stated in this SOW.
- Handling of additional data or documents that are not specifically mentioned in this SOW.
- The processing of additional document types that were not provided by Client.
- Additional effort associated with processing a higher volume of documents than was originally anticipated.

## 3. Assumptions and Critical Dependencies

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### 3.1 Implementation

Client will utilize existing workflow licensing for document review process. If it is determined during Discovery that additional workflow licenses are required, those will need to be procured.

### 3.2 General

- All Konica Minolta Services will be provided remotely.
- Client will assign and provide a dedicated Project Manager to oversee the project on their side.
- Client will furnish a list of stakeholders and communicate the expected time commitment for each individual. Client will also be responsible for ensuring that these time commitments are upheld.
- All key stakeholders and project members will attend the project kick-off meeting to understand project objectives, timeline, deliverables and expectations.
- Client will ensure its resources are trained and certified to perform any in-house roles in the chosen platform in advance of this project, or, at the latest, before UAT.
- The training provided as part of this SOW will be tailored to the solution delivered and will not encompass all functionality of the platform.
- Client will procure all required software licenses necessary for this project and for all necessary environments (Development, UAT, Production).
- Client acknowledges that the Go-Live Support period is intended to offer quick assistance and support as personnel learn to manage the recently deployed solution. Therefore, project resources will be available on a "call-in" basis rather than working full-time throughout the 5 day period. Should additional full-time resources be required at this stage due to unforeseen circumstances, the Client understands that a Change Order for the extra time needed will be required.
- The accuracy rate of Optical Character Recognition and Full-Text Search capabilities may vary with the quality of the source documents, the complexity of the content, and the presence of special characters or non-standard fonts. Any significant deviation from the assumed accuracy rate may require adjustments to the project scope, timeline, or resources.

### 3.3 Schedule

- Upon reaching an agreement on the specific project schedule, Client will be responsible for ensuring the participation of relevant stakeholders and coordinating any necessary logistical arrangements.
- Client will make all relevant and requested documents available within 1 week of project commencement.
- Client shall respond to requests for interviews and provide requested documentation within a period of 3 business days from the time of the request being made.
- Konica Minolta will collaborate with subject matter experts (SMEs) identified by Client and make arrangements for workshops or meetings related to the project. The Client will ensure that project activities are given priority, as necessary, to adhere to the agreed-upon schedule.

### 3.4 Scope and Deliverables

- The Konica Minolta Project Manager will be responsible for obtaining approval on all deliverables before they are considered final.
- Key stakeholders will review the deliverables and provide feedback within 3 business days. If all feedback items are satisfactorily addressed, the deliverable will be considered final. If no feedback is received, the deliverable will be deemed complete and accepted.

### 3.5 UAT

- System testing with Client and Konica Minolta project resources prior to UAT to ensure all processes are ready for UAT.
- Client will be responsible for creating a solution test plan and for executing against that plan for UAT.
- Changes occurring as a result of UAT, which require an unforeseen scope change, may increase the overall project timeline and require a Change Order. It is recommended that Client set aside extra budget to mitigate the impact of this scenario.
- Client will grant access to the necessary systems (Test and Production) for conducting UAT and executing UAT. Excessive delays may result in additional cost or loss of the project's scheduled resources.

### 3.6 Change Management Process

Either party may request modifications to the scope of professional Services outlined in this SOW. If a change is requested, Konica Minolta will inform the Client in writing of any potential impact on fees, costs, implementation schedule, or any other material effect that the change could reasonably have on the professional Services.

### 3.7 Opt-Out Clause

The Client reserves the right to opt out of the project prior to the FRD creation (prior to Milestone #2) under the following terms and conditions:

- **Notification:** The Client must provide written notice to Konica Minolta of its decision to opt out no later than five (5) business days after the conclusion of the Initiation/Discovery Phase prior to the creation of the FRD. This notice should include clear reasoning for the decision.
- **Payment Obligations:** The Client agrees to settle all outstanding payments for work completed up to the end of the Initiation Phase, including, but not limited to, fees for project initiation, analysis, and design activities.
- **Deliverables Ownership:** Any deliverables produced by Konica Minolta during the Initiation Phase will remain the property of the Client upon payment of all outstanding payments, with no further obligations for Konica Minolta to continue work or provide additional support.
- **Konica Minolta Obligations:** Upon receiving the opt-out notice, Konica Minolta will formally confirm receipt and ensure a smooth handover of all deliverables and documentation produced in the Initiation Phase within five (5) business days.

- **Termination of Project:** The opt-out decision will result in the full termination of the professional Services set forth in this SOW, with neither party having any further liability or obligation toward the other beyond what is specified in this Section 3.7.
- **Change Order Requirement:** If the Client decides to re-engage Konica Minolta for future phases, a new SOW will be required to define the scope, timeline, and fees associated with the re-engagement.

This opt-out clause ensures flexibility for the Client while maintaining transparency and fairness in the terms of project.

## 4. Approach

Client will provide a knowledgeable team of SMEs who will achieve project goals using the approach below for each item listed in scope in Section 2.1 of this SOW.

Konica Minolta and Client will proceed with the installation of the software components necessary for the building of the solution using our proprietary methods, which are as follows:

- We start by completing the final stages of an in-depth analysis for the proposed solution.
- Our developers use a hybrid agile format whereby they will showcase components of the solution as completed to ensure accuracy, shorter UAT time and client delight each step of the way.
- During Development, Client will work with Konica Minolta business analyst to document test cases in preparation for UAT.
- Prior to launch, our team will teach Client how to manage and administer the solution.
- Upon deployment, Konica Minolta shall provide 5 days of Go-Live Support.

### 4.1 Professional Services Tasks and Deliverables

#### Tasks

Phase	Activity Description	Representative Deliverables
1	Project Management	<ul style="list-style-type: none"> <li>• Project workbook.</li> <li>• Weekly status meetings and reports.</li> </ul>
2	Project Initiation	<ul style="list-style-type: none"> <li>• Discuss and update project timeline as necessary.</li> <li>• Kickoff for named project resources.</li> </ul>
3	Analysis and Solution Design	<ul style="list-style-type: none"> <li>• Validate opportunity assessment.</li> <li>• FRD.</li> <li>• Test Scenario Template.</li> </ul>
4	Solution Development (Agile Delivery)	<ul style="list-style-type: none"> <li>• Solution configuration and development.</li> <li>• Iterative “show me” sessions with Client.</li> <li>• Peer code review.</li> </ul>
5	Training and Education	<ul style="list-style-type: none"> <li>• Solution administration training.</li> <li>• Trainer course(s) allowing Client process owners to effectively test and train other Client users on the solution implemented as part of this SOW.</li> </ul>
6	UAT	<ul style="list-style-type: none"> <li>• Test plan.</li> <li>• UAT coordination.</li> <li>• Issue log.</li> </ul>

Phase	Activity Description	Representative Deliverables
		<ul style="list-style-type: none"> <li>UAT results meeting (Go/No Go).</li> <li>5 day UAT timeframe.</li> </ul>
7	Transition	<ul style="list-style-type: none"> <li>Production deployment.</li> </ul>
8	Go-Live Support	<ul style="list-style-type: none"> <li>5 day period supporting Production Go-Live.</li> <li>On call support by the project team.</li> </ul>

Deliverable Definition(s)

Milestone	Milestone Definition
<b>Project Kick-off Meeting</b>	<p>Konica Minolta will conduct a project kickoff meeting including appropriate Client and Konica Minolta personnel.</p> <p><b>Acceptance Criteria:</b> Conclusion of the project kickoff meeting.</p>
<b>Delivery of FRD</b>	<p>Konica Minolta will conduct detailed discovery to review the needs and requirements of this project, and create FRD to detail how the project will be accomplished.</p> <p><b>Acceptance Criteria:</b> Delivery of FRD to Client staff.</p>
<b>Completion of Solution Development</b>	<p>Solution development has been completed based on the user stories identified in the FRD, and Client users can begin UAT of the Test OnBase environment.</p> <p><b>Acceptance Criteria:</b> Start of UAT.</p>
<b>Completion of UAT</b>	<p>Konica Minolta will assist with the completion of UAT by the Client.</p> <p><b>Acceptance Criteria:</b> Completion of UAT.</p>
<b>Solution Go-Live Acceptance</b>	<p>Konica Minolta project team will support the solution for 3 days after the solution is deployed in Production.</p> <p><b>Acceptance Criteria:</b> Signed Project Acceptance Document to be executed 5 days following solution Production deployment based on the agreed-upon specification.</p>



## 4.2 Roles and Responsibilities

Konica Minolta

Role	Responsibilities
<b>Project Manager</b>	<ul style="list-style-type: none"> <li>• Ensure project scope is clear and that it is delivered on time and on budget. Should issues arise that are beyond his/her control, is responsible for proactively flagging, communicating and creating mitigation plans.</li> <li>• Lead day to day execution of the project(s).</li> <li>• Drive agile development processes where indicated and serve as Scrum Master on smaller projects.</li> <li>• Ensure collaboration between business, process and technical teams.</li> </ul>
<b>Business Analyst</b>	<ul style="list-style-type: none"> <li>• Analyze and document “as is” and “to be” processes.</li> <li>• Provide continuous improvement feedback during iterations.</li> <li>• Capture business requirements and deliver in-scope documentation.</li> <li>• Assist in test scenario selection and plans.</li> <li>• Support Client-driven UAT.</li> <li>• On standby during Go-Live Support.</li> </ul>
<b>Solution Engineer</b>	<ul style="list-style-type: none"> <li>• Drive solution platform architecture and produce related artifacts (for in-scope platform installations only).</li> <li>• Perform server-side activities required to deploy the automation.</li> <li>• Build the solution.</li> <li>• Troubleshoot platform issues.</li> <li>• Support Client platform support team, preparing them to take over support after Go-Live.</li> <li>• Present iterative builds to Client.</li> <li>• Provide “as built” design documents to ensure Client manageability.</li> </ul>
<b>Solution Developer</b>	<ul style="list-style-type: none"> <li>• Creating and implementing source code for custom scripts and applications.</li> <li>• Testing and debugging source code.</li> <li>• Evaluate code to ensure it meets industry standards and compatibility requirements.</li> <li>• Document source code.</li> </ul>
<b>Solution Architect</b>	<ul style="list-style-type: none"> <li>• Translate requirements captured by functional business analysts, producing related documentation/artifacts.</li> <li>• Review and provide insight to complex solutions.</li> <li>• Provide technical guidance to Solution Engineer where necessary.</li> </ul>

## Client

Role	Responsibility
<b>Management Team</b>	<ul style="list-style-type: none"><li>• Provide project direction, drive stakeholder support and engagement required for project success, sign off on deliverables.</li></ul>
<b>Project Manager</b>	<ul style="list-style-type: none"><li>• Facilitate project logistics such as scheduling meetings, building access, documentation reviews, status meetings, etc. on Client side.</li><li>• Ensure access to existing documentation and stakeholders as needed.</li></ul>
<b>End Users</b>	<ul style="list-style-type: none"><li>• Provide technical data and background on the current capabilities, roles, responsibilities, data/system integrations, applications, tools, etc.</li></ul>
<b>IT Team</b>	<ul style="list-style-type: none"><li>• Provide ongoing technical automation resources and support through the lifecycle of the project.</li></ul>

### 4.3 Implementation Plan

#### Schedule

The following is a high-level timeline upon which this fixed fee project is based. Once this SOW has been executed and a Purchase Order (if necessary) has been received, the implementation process identified above will be initiated with the development of a formal project plan and schedule. This should be completed in the first week, at which point a formal plan will be cooperatively developed as part of the project initiation phase. It is very important for both organizations to understand that starts and stops in the implementation process are very costly. Working together to develop a workable plan that will ensure a smooth process is critical to the overall success of the project.

Task	Timeframe
Project Initiation	Week 1
Analysis and Solution Design	Weeks 2-3
Solution Development (Agile Delivery)	Weeks 4-7
Testing	Week 8
Training /Production Deployment	Week 9
Go-Live Support	Weeks 10

**Key Dates**

The key dates listed below are identified as target dates for the completion of the project and mutually agreed upon by Client and Konica Minolta. These dates are preliminary and non-binding, however, if a proceeding commitment is not met, the Go Live date will be at risk.

Task	Date
SOW Execution	6/30/2025
Purchase Order Delivered	6/30/2025
Project Kickoff	2-4 weeks after project signing
Target Go-Live	10/6/2025
Project End Date	10/13/2025

Client Acknowledgement: \_\_\_\_\_ (Initial)

## 5. Pricing and Terms

### 5.1 Pricing Summary

Description	Total
Konica Minolta Professional Services - Implementation Services	\$ 91,500.00

#### Software Detail

It is essential that the following software is procured and made available for the successful completion of this SOW.

During Discovery, it will be determined if additional workflow licenses will be required for this solution. Pricing will be provided in a separate quote.

Description	Qty
Web UI Framework	1

#### Services Payment Schedule

Each milestone is tied to the completion of the deliverables defined in the Deliverable Definition(s) table under Section 4.1 and payments are made based on the successful completion of these milestones.

#	Item	Percent	Amount
1	Project Initiation (Upon Kickoff)	20%	\$18,300.00
2	Delivery of FRD	20%	\$18,300.00
3	Upon Completion of Solution Configuration	25%	\$22,875.00
4	Upon Completion of UAT	25%	\$22,875.00
5	Solution Go-Live Acceptance	10%	\$9,150.00
<b>Total</b>			<b>\$ 91,500.00</b>

## 5.2 Travel and Expense

Konica Minolta expects to deliver the Services outlined in this SOW remotely, however, if Client requests Konica Minolta personnel to travel in connection with the performance of this SOW, Client will reimburse Konica Minolta for all reasonable expenses incurred in connection with the performance of the Services for travel expenses (such as airfare, car rental, lodging, mileage reimbursement, tolls, parking and meals). All travel time will be subject to a travel charge. Travel charges will be applied based on the standard hourly rate. Client will be invoiced for one-half of the total travel time to and from the Client location for each on-site visit.

## 5.3 Validity

This document shall remain valid until 8/8/2025.

## 5.4 Payment Terms

### Milestones

Payments for specific tasks and deliverables shall be made upon acceptance of the milestones set forth in this SOW and are due Net 30 days from the date of invoice.

Promptly upon delivery of the deliverables or receipt of notice that performance of the Services has been completed, Client will inspect and test the deliverables or Services. No later than five (5) business days after delivery of the deliverables or receipt of the notice, Client will execute and deliver either (i) written acceptance of the deliverables or Services, or (ii) written notification of any defects in the deliverables or Services. If Client has not given notice within such time period, the deliverables or Services shall be deemed accepted by Client as of the fifth (5th) business day, as described above.

If Client elects to formally pause or delay the project, a Change Order will be required. An invoice may be incurred for current project completion based on project schedule and additional budget may be required to re-engage Konica Minolta on the project.

# Approval and Acceptance

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**CLIENT:** Lexington Fayette Urban County Government

**PROPOSED SOLUTION:** Department of Revenue Tax Document Portal

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This SOW is entered into as of the date indicated by the last signing party below by and between Konica Minolta and LFUCG. This SOW is subject to the terms and conditions of the Sourcewell Contract #060624-KON dated October 25, 2024 (“Sourcewell Contract 060624-KON”), between Konica Minolta and Sourcewell, as it applies to Sourcewell Participating Entities, and the Konica Minolta terms and conditions of service attached hereto as Appendix A. In the event of any conflict between the Sourcewell Contract 060624-KON and this SOW, this SOW shall control but only with respect to this particular SOW.

By signing below, the authorized representative(s) from Client acknowledges that they have read, agreed to, and accepted this SOW and agree that it is provided for the purpose of providing an estimate for professional Services related to discovery and gap analysis and is subject to change.

## Lexington Fayette Urban County Government Approval

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Approver	Signature	Date Signed
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## Konica Minolta Business Solutions U.S.A., Inc. Approval

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IIM Sales Director	Signature	Date Signed
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Professional Services Director	Signature	Date Signed
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## Appendix A: Terms and Conditions of Service

1. Independent Contractor Status. The parties shall at all times be independent contractors. Nothing in this SOW shall be construed to create a relationship of partnership, joint venture, employment, franchise or agency between the parties. Neither party shall have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.
2. Intellectual Property.
  - (a) Each party shall retain all ownership and intellectual property rights in and to its own tangible and intangible property, whether or not supplied to the other in connection with the Services, and nothing in the SOW shall be construed to give either party any right to the other party's property absent an express grant of such right in the SOW.
  - (b) All Client data inserted by Konica Minolta into any software or custom-developed application for purposes of providing Services under this SOW shall remain the sole property of Client; provided, that such software or custom-developed application shall remain the property of the software maker or the application developer, as the case may be. Client may use such software or application in accordance with the terms of this SOW and the End User License SOW applicable to the software or application.
  - (c) Konica Minolta hereby represents and warrants that it has obtained all licenses necessary to use and sub-license third party intellectual property for purposes of this SOW.
3. Other Clients of Konica Minolta. Client acknowledges and agrees that Konica Minolta is in the business of developing document imaging and document management systems, and that Konica Minolta shall have the right to provide to third parties services which are the same as or similar to the Services.
4. Confidentiality and Non-solicitation.
  - (a) "Confidential Information" shall mean any information relating to or disclosed during the course of performance of this SOW, whether in tangible form or otherwise, which is either marked as "CONFIDENTIAL" or "PROPRIETARY" by the disclosing party or should be reasonably understood by the receiving party to be proprietary to the disclosing party. Confidential Information shall not include any information which is or becomes generally available to the public in the absence of a breach of this SOW; is in possession of a party prior to its disclosure by the other party; or becomes available from a third party not in breach of any obligations of confidentiality to the disclosing party. Each party acknowledges that it may receive Confidential Information of the other party relating to its technical, marketing, product or business affairs. Each party shall hold Confidential Information in strict confidence and shall not disclose or use it without the express written consent of the other party, except as required by law, or as otherwise contemplated in this SOW.
  - (b) The parties covenant and agree that during the term of this SOW, and for twelve (12) months thereafter, neither party shall retain the services (whether as an employee, independent contractor or otherwise) of any employee of the other party (or ex-employee within six (6) months of the employee's termination of employment). The parties agree that any breach of the foregoing covenant would result in harm to the non-breaching party and that the amount of legal damages would be difficult to determine. Accordingly, the parties agree that for each such employee or ex-employee retained in violation of this Section 4(b), the party in breach shall pay to the non-breaching party the sum of Fifty Thousand Dollars (\$50,000) as liquidated damages. The parties agree that such liquidated damages shall constitute a reasonable estimate of the damages that would accrue to the non-breaching party and do not

constitute a penalty. This Section 4(b) shall not apply to individuals who respond to a general advertisement of employment on their own sole initiative without any direct or indirect solicitation or inducement by a party.

5. Limited Warranty. Konica Minolta warrants that all Services shall be performed in a professional manner in accordance with generally applicable industry standards and as described in the SOW (including any Schedules thereto). Konica Minolta shall have no obligation with respect to a warranty claim (i) if notified of such claim more than thirty (30) days after the Services in question were first performed; or (ii) if the claim is the result of third party hardware or software failures, or the actions of Client or a third party. THIS SECTION 5 SETS FORTH THE ONLY WARRANTIES MADE BY KONICA MINOLTA. KONICA MINOLTA HEREBY DISCLAIMS ALL OTHER WARRANTIES, CONDITIONS OR UNDERTAKINGS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. ALL SOFTWARE AND HARDWARE PROVIDED OR INSTALLED BY KONICA MINOLTA ARE SUBJECT EXCLUSIVELY TO THE RESPECTIVE MANUFACTURER'S WARRANTY.
6. Limitations of Liability.
  - (a) NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR INTERRUPTION OF SERVICES, LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, OR LOSS OR INCREASED EXPENSE OF USE), WHETHER IN AN ACTION IN CONTRACT, WARRANTY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR STRICT LIABILITY, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES. KONICA MINOLTA SHALL NOT BE RESPONSIBLE FOR PROBLEMS THAT OCCUR AS A RESULT OF THE USE OF ANY THIRD PARTY SOFTWARE OR HARDWARE.
  - (b) EXCEPT FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, KONICA MINOLTA'S TOTAL LIABILITY TO CLIENT ARISING OUT OF SERVICES PERFORMED UNDER THE SOW, REGARDLESS OF THE LEGAL THEORY UPON WHICH SUCH LIABILITY MAY BE BASED, SHALL NOT EXCEED IN THE AGGREGATE THE TOTAL PAYMENTS MADE BY CLIENT TO KONICA MINOLTA FOR THE SERVICES IN QUESTION UNDER THE SOW.
7. Assignment. The SOW may not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld. Any purported assignment in violation of this Section 7 shall be void.
8. Disputes; Governing Law. This SOW shall be governed 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. The prevailing party in any such action shall be entitled to an award of reasonable attorney's fees and costs in addition to any other award or recovery to which such party may be entitled. Except for enforcement of payment obligations hereunder, no legal action, regardless of form, may be brought by either party against the other more than one (1) year after the cause of action has arisen.
9. Complete Understanding; Modification. The SOW shall constitute the full and complete understanding and agreement between the parties regarding the subject matter thereof and shall supersede all prior or contemporaneous negotiations, discussions or agreements,



whether written or oral, between the parties regarding the subject matter contained therein. Any waiver, modification or amendment of any provision of the SOW shall be effective only if in writing and signed by both parties.

10. Counterparts. This SOW may be executed in any number of counterparts and each fully executed counterpart shall be deemed an original. The parties agree (i) that facsimile or electronic signature shall be accepted as original signatures; and (ii) that the SOW may be maintained in an electronic document storage and retrieval system, a copy of which shall be considered an original. In any legal proceeding relating to the SOW, the parties waive their respective right to raise any defense based on the execution of this SOW in counterparts or the delivery of such executed counterparts by copy, facsimile, or electronic delivery.
11. Waiver and Severability. Waiver or failure by either party to exercise any right or obligation provided for in the SOW shall not be deemed a waiver of any further right or obligation thereunder. If any provision of the SOW is found by a court of competent jurisdiction to be unenforceable for any reason, the remainder of the SOW shall continue in full force and effect.
12. Force Majeure. Neither party shall be liable to the other for any delay or failure to perform any obligation under the SOW (except for a failure to pay fees) if the delay or failure is due to unforeseen events which are beyond the reasonable control of such party, such as strikes, blockade, war, terrorism, riots, fire, floods, earthquakes or other natural disasters and power outages, insofar as such an event prevents or delays the affected party from fulfilling its obligations, such party is not able to prevent or remove the force majeure at reasonable cost and such party resumes performance hereunder as soon as possible.
13. Compliance with Laws. Each party shall, at its own cost and expense, comply fully with all laws, statutes, administrative orders, or regulations applicable to the Services, including regulations of the U.S. Department of Commerce and the U.S. Export Administration Act to assure that the Services, including any deliverables, are not exported in violation of U.S. law.
14. Notices. Any notice or communication required or permitted to be given under the SOW shall be in writing to the notice addresses set forth below and shall be deemed given when any one of the following delivery methods is completed: (i) upon receipt if by personal delivery (ii) by electronic mail to primary point of contact with subsequent written letter sent by U.S. mail or (iii) one day after it is sent if by next day delivery by a major commercial delivery service.

If to Client:

If to Konica Minolta:

Lexington Fayette Urban County Government	Konica Minolta Business Solutions U.S.A., Inc.
	101 Williams Drive, Ramsey, NJ 07446
Attn:	Attn: Contract Administration

Email:	Email: <a href="mailto:MasterAgreements@kmbs.konicaminolta.us">MasterAgreements@kmbs.konicaminolta.us</a>
	CC: <a href="mailto:Legal@kmbs.konicaminolta.us">Legal@kmbs.konicaminolta.us</a>

## Appendix B: OnBase Complexity Definitions

The tables provided serve as a reference for the level of effort required, taking into consideration the various factors that contribute to the complexity of the project. Your Konica Minolta presales consultant has made determinations regarding the scope of the project, as outlined in Section 2.1, based on the information gathered during the presales process.

### Installation

Depending on the requirements of the solution, different components may require installation with different levels of complexity.

Hosted Web-Only	Base level access will not require additional installations. Links and access will be given to access the system via a web browser.
Hosted Client Installs	A Hyland-hosted system that requires local install or install packages to be setup for distribution.
On-Premise Web-Only	An on-premise installation requires all server components to be installed. Web-only will require no local client installations.
On-Premise Client Installs	An on-premise installation requires all server components to be installed. This install also requires local client installation or installation packages to be created.

### Modifications

Any adjustments or extensions to existing configurations.

Low	Addition of simple workflow ad-hoc tasks, document types, keyword types or attributes.
Medium-Low	Creation or modification to existing queries, folders, or filters for simple retrieval.
Medium	Addition of workflow queues to an existing workflow with automation, load balancing, and does not require updates to existing documents.
Medium-High	Modification that requires reprocessing documents or moving of existing documents in existing processes.
High	Scripting or customizations to existing forms or interfaces.

## Import

Import configurations are methods of bringing content into the system.

Low	Basic scan queue setup for Manual import
Medium-Low	Scheduled Directory Sweep or DIP processor
Medium	Unity Form creation for data and document consumption
Medium-High	Out of box integration for document upload
High	Customized interface for ingestion of documents

## Workflow

Workflow is any configuration of the workflow modules available in the provided software.

Low	Workflow with minimal to no automation and primarily manual processing and only requires 5 working queues. Automation supported is limited to functions such as minor modification of keyword values.
Medium-Low	Workflow consisting of up to 5 queues that requires more advanced automation such as calculations and basic rules-based routing and validation and notifications.
Medium	Workflow consists of up to 7 queues and requires advanced calculations, routing, validation, and notifications.
Medium-High	Workflow that may require multiple life cycles and has advanced automation that may include advanced calculations and out-of-box integrations such as DocuSign E-Signature or Document Composition.
High	Workflow requiring scripting, web service calls or other integration points.

## Workview

Workview is the configuration of the OnBase case management module.

Low	A basic application with no more than 3 classes each consisting of 5-10 attributes. No complex filters or views required.
Medium-Low	An application with no more than 3 classes each consisting of 5-10 attributes. Views and/or filters are dynamic and may vary by users and/or stages in a workflow processes.
Medium	An application with no more than 6 classes each consisting of 5-15 attributes. Views and/or filters are simple and of minimal complexity.
Medium-High	An application with no more than 6 classes each consisting of 5-15 attributes. Views and/or filters are dynamic and may vary by users and/or stages in a workflow processes.
High	An application with a large number of classes and potentially additional related applications. Views and/or filters are dynamic and may vary by users and/or stages in a workflow processes.

## Integrations

Includes any development of integrations with third party systems.

Low	Integrations using out of the box functionality such as autofill or application enabler.
Medium-Low	A data integration using either a daily or weekly data feed or external autofill.
Medium	A unidirectional integration with semi-frequent transfers using native API functionality.
Medium-High	A bi-directional integration requiring real-time data and/or document transfers using native API functionality.
High	A bi-directional integration requiring real-time data and/or document transfers and requires customized API or interfaces for input or outputs.

## Reports

Reports are configurations of provided software report modules or custom if required.

Low	Standard Report Dashboard in grid using native data connectors.
Medium-Low	Standard Report Dashboard which includes graphical elements (charts/graphs).
Medium	Standard Report Dashboard which includes calculated fields and graphical elements (charts/graphs).
Medium-High	Custom data reporting using Report Dashboards which includes data outside of the OnBase system with calculated fields and graphical elements (charts/graphs).
High	Integration of data into different BI tool for client.

## Retention

A retention configuration refers to the settings and policies that determine how long a document or record will be kept.

Low	This level of complexity would involve a basic document retention configuration, such as retaining documents for a specified number of days or years after their creation or last modification date.
Medium-Low	This level of complexity would involve the implementation of basic document retention policies with some additional parameters, such as specific document types or custom metadata fields.
Medium	This level of complexity would involve the implementation of more complex document retention policies, such as those based on events, such as when a document is approved, rejected, or deleted, or based on specific conditions, such as the expiration of a contract or the end of a project.
Medium-High	This level of complexity would involve the integration of Hyland OnBase document retention with other systems or processes, such as records management systems or enterprise resource planning systems.
High	This level of complexity would involve the implementation of highly complex and customized document retention policies, such as those involving multiple conditions, nested rules, and extensive integration with other systems.

# Appendix C: Web UI Framework

## Hyland Overview

### Product Vision

The Web UI Framework is a modern web application that unlocks the power of OnBase to users both inside and outside of our customers' organization.

Web UI Framework is built to be a customizable browser-based interface that helps our customers provide access of forms, content, and workflow processes to their end users.



#### What is it?

- Our web application is a sophisticated, user-friendly overlay for OnBase solutions, designed to enhance productivity and streamline processes. Deployed as a web server on IIS, this application provides a point-and-click interface that allows users to effortlessly build and customize applications.

#### What does it do?

- **Simplifies Application Development:** Reduces the complexity of creating and customizing applications, making it accessible to non-technical users.
- **Enhances OnBase Functionality:** Adds value to the existing OnBase system by introducing additional features and improving user interaction.
- **External Interactions:** Allows users external to OnBase to interact with the system data.

#### What is the customer value?

- Web UI was built in the true and original spirit of OnBase--a genuine low-code platform that allows companies to create custom web application to interact with their content and data without comprising on aesthetics and simplicity. We prioritize the experiences of both administrators and end users.



# History



## Identifying the Need:

- Traditional interfaces deemed outdated by clients
- Demand for a modern, intuitive UI
- Provide starting place to deliver custom UIs



## Development Phase:

- Direct collaboration with customers
- Iterative feedback and improvements



## Birth of the Idea:

- Focus on creating a platform for both external and internal users
- Aimed at enhancing user experience with a sleek, modern interface



## Launch and Evolution:

- Initial release met with positive reception
- Continuous updates based on user feedback



# Release Process

Our development process is rooted in Agile. We perform sprints and regularly create new builds of Web UI Framework.

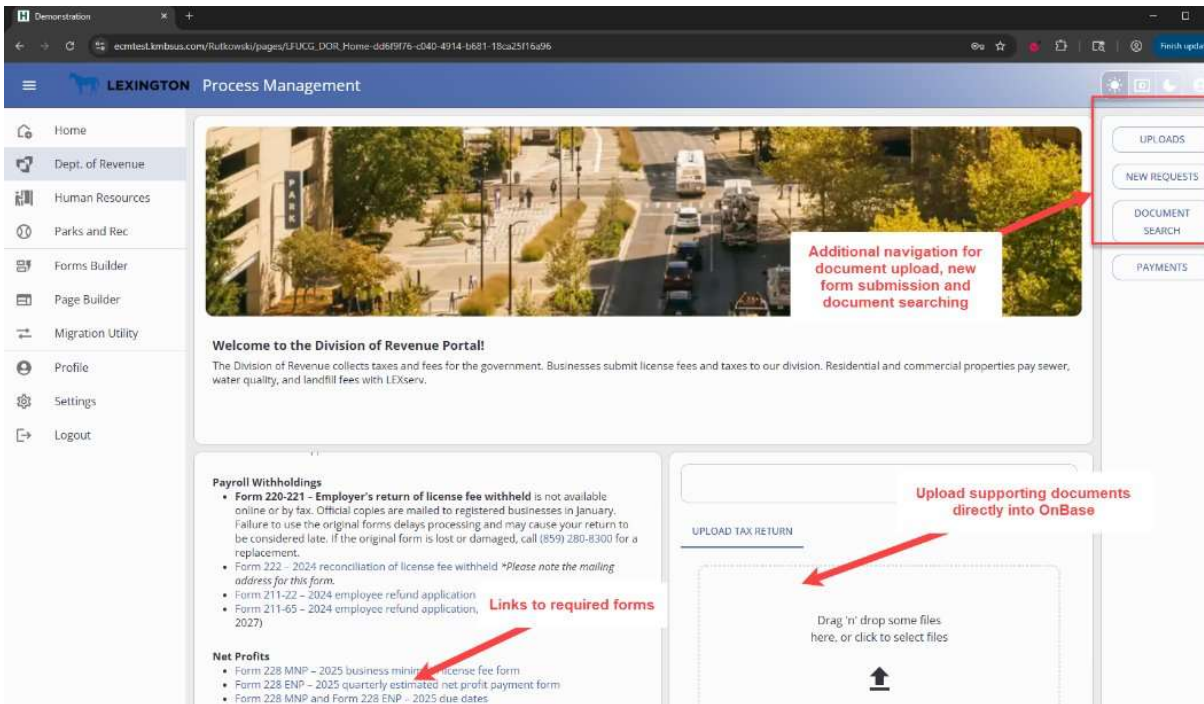
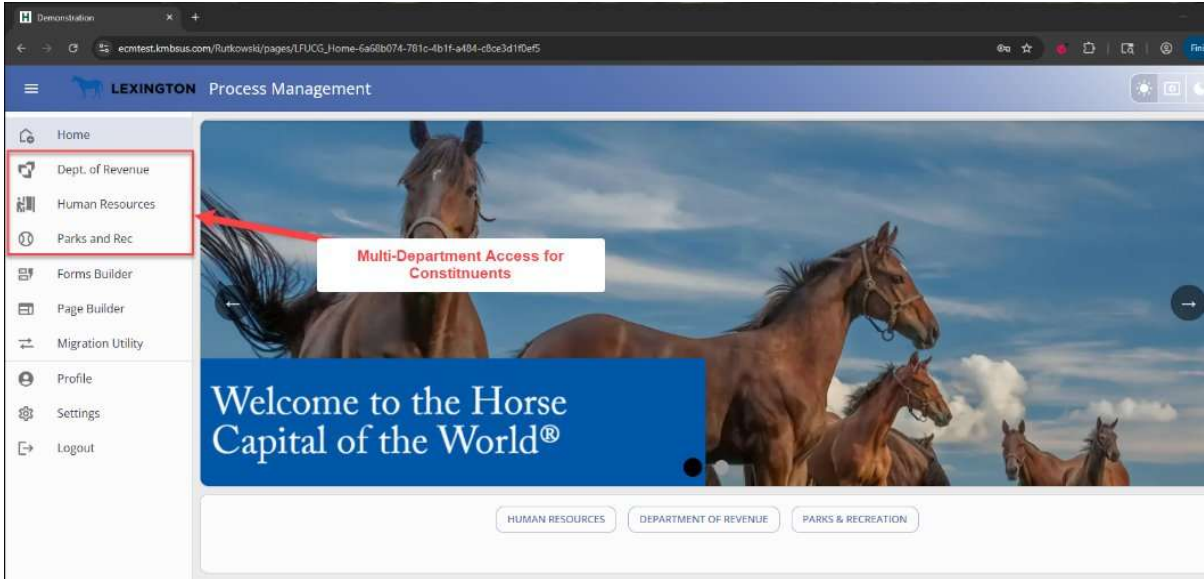
These regular builds feature bug fixes and minor improvements to our application. Builds that meet our quality standards and pass testing may be marked as **Release Builds** and made available to the customer community.

At least once annually, we produce a formal **Point Release** of Web UI Framework which is an aggregation of our enhancements and release of new major features.





## Demo Screen Shots



The screenshot shows a web browser window with two tabs. The top tab is titled "Demonstration" and shows a URL from "ecmtest.kmbus.com". The bottom tab is titled "Account Informations One Time" and shows a URL from "ipn4.paymentus.com". The main content area is titled "LEXINGTON Process Management" and includes a navigation menu with "Home", "One Time Payment", and "Account Information".

On the right side, there is a vertical sidebar with buttons for "UPLOADS", "NEW REQUESTS", "DOCUMENT SEARCH", and "PAYMENTS".

The main content area is divided into two sections:

- Enter Account Information:** This section contains a form with the following fields:
  - Payment Type (dropdown menu)
  - Net Profits (checkbox)
  - Business Account Number (text input with placeholder "Enter your account number")
  - Last Four Digits of FEIN (text input with placeholder "Enter Authentication Token 1")Buttons at the bottom include "Pay Another Account" and "Continue".
- Simplify your life?:** This section contains a list of benefits and two buttons:
  - Register to use the Customer Portal and get access to more information and features than ever before.
  - Set-up paperless billing
  - Manage your eBill notifications
  - View past bills
  - Set-up and manage monthly AutoPay
  - Manage and pay multiple accounts
  - Buttons: "Explore" and "Signup"

A red arrow points from the "Signup" button in the "Simplify your life?" section to a text box that says "Button to Launch Paymentus link from the Portal".

**Solicitation Number: RFP #060624****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Konica Minolta Business Solutions U.S.A. Inc., 1595 Spring Hill Road Suite 410, Vienna, VA 22102 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Software Solutions and Related Services for Public Sector and Education Administration from which Supplier was awarded a contract in Categories 1 and 2.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

**1. TERM OF CONTRACT**

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

**EXPIRATION DATE AND EXTENSION.** This Contract expires October 25, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and, to the best of Supplier's knowledge are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended, as such intended uses are specified in the RFP. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcwell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcwell receives the most current information.

### 3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures made available to Supplier prior to the commencement of services, and all applicable laws.

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this

Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## **7. CUSTOMER SERVICE**

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted



price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

## **10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

### **11. INDEMNITY AND HOLD HARMLESS**

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

### **12. LIMITATION OF LIABILITY**

LIMITATION OF LIABILITY. NEITHER PARTY (AND IN THE CASE OF SOURCEWELL, EACH PARTICIPATING ENTITY) SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR INTERRUPTION OF SERVICES, LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, OR LOSS OR INCREASED EXPENSE OF USE), WHETHER IN AN ACTION IN CONTRACT, WARRANTY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR STRICT LIABILITY, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES. ALL COVERED SHALL NOT BE RESPONSIBLE FOR PROBLEMS THAT OCCUR AS A RESULT OF THE USE OF ANY THIRD-PARTY SOFTWARE OR HARDWARE OR THIRD-PARTY PERSONNEL. Nothing in this Contract will limit or exclude Supplier's liability for (1) death or personal injury, (2) fraud or fraudulent misrepresentation, and (3) any other liability which cannot be limited or excluded by applicable law.

### 13. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

### 14. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

#### A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
  - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
  - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
  - a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
  - b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices,

informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

### **15. GOVERNING LAW, JURISDICTION, AND VENUE**

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

### **16. FORCE MAJEURE**

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

### **17. SEVERABILITY**

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

### **18. PERFORMANCE, DEFAULT, AND REMEDIES**

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.

3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## **19. INSURANCE**

A. **REQUIREMENTS.** At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect,

contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage  
\$1,000,000 Personal and Advertising Injury  
\$2,000,000 aggregate for products liability-completed operations  
\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability.* During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event  
\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per claim  
\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Supplier agrees that renewal certificates shall be issued by their insurance brokers within ten (10) days after the inception of the renewal policies. Renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Supplier agrees that its insurance policies and certificates shall contain standard cancellation language. Should any of the policies be canceled prior to the expiration thereof, notification shall be provided in accordance with policy provisions and by Konica Minolta's insurance broker(s).

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## 20. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

## **21. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

## **22. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal



Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have 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. Suppliers must 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 non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

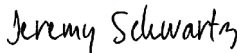
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

### **23. CANCELLATION**

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Konica Minolta Business Solutions U.S.A. Inc.

Signed by:  
  
C0FD2A139D06489...  
By: \_\_\_\_\_  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 10/25/2024 | 3:49 PM CDT  
\_\_\_\_\_

DocuSigned by:  
  
8AA1BAB6FBE54BB...  
By: \_\_\_\_\_  
Kristen McKenna  
Title: Director Public Sector Contracts  
Date: 10/25/2024 | 1:34 PM EDT  
\_\_\_\_\_

# RFP 060624 - Software Solutions and Related Services for Public Sector and Education Administration

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## Vendor Details

Company Name: Konica Minolta Business Solutions U.S.A., Inc.  
Address: 1595 Spring Hill Rd  
Suite 410  
Vienna, VA 22182  
Contact: Scott McCool  
Email: smccool@kmb.s.konicaminolta.us  
Phone: 303-941-9746  
HST#: 13-1921089

## Submission Details

Created On: Thursday April 18, 2024 22:43:11  
Submitted On: Tuesday June 18, 2024 16:40:30  
Submitted By: Nitzia Payne  
Email: statebids@kmb.s.konicaminolta.us  
Transaction #: 0c5186db-7c38-4ba9-b397-3d81c631238d  
Submitter's IP Address: 184.176.105.205

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**Specifications**

**Table 1: Proposer Identity & Authorized Representatives**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Konica Minolta Business Solutions U.S.A., Inc. ("Konica Minolta")
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Konica Minolta has forged a number of strong partnerships that support our business however we do not have any subsidiaries owned or controlled by Konica Minolta that provide products or services under the scope of this proposal.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A
4	Provide your CAGE code or Unique Entity Identifier (SAM):	3AV14
5	Proposer Physical Address:	1595 Spring Hill Road, Suite 410, Vienna, VA 22182
6	Proposer website address (or addresses):	<a href="http://kmbs.konicaminolta.us">http://kmbs.konicaminolta.us</a>
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Kristen McKenna, Director Public Sector Contracts 1595 Spring Hill Road, Suite 410 Vienna, VA 22102 kristen.mckenna@kmbs.konicaminolta.us 703-760-3551
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Kristen McKenna, Director Public Sector Contracts 1595 Spring Hill Road, Suite 410 Vienna, VA 22102 kristen.mckenna@kmbs.konicaminolta.us 703-760-3551
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Marc Biga National Director, Public Sector SLED Sales 1595 Spring Hill Road, Suite 410 Vienna, VA 22182 MBiga@kmbs.konicaminolta.us 720-290-2431  Nitzia Payne State and Cooperative Contract Specialist 1595 Spring Hill Road, Suite 410 Vienna, VA 22182 npayne@kmbs.konicaminolta.us 703-637-1540

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
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<p>10</p>	<p>Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.</p>	<p>Konica Minolta's journey started 150 years ago, with a vision to see and do things differently. We innovate for the good of society and the world. The same purpose that kept us moving then, keeps us moving now. 150 years is just the start.</p> <p>Konica Minolta Business Solutions U.S.A., Inc. is a private corporation wholly owned by Konica Minolta Holdings U.S.A., Inc. A subsidiary of Konica Minolta Inc. headquartered and established in Japan in 1873. As a global organization, we have approximately 40,000 employees worldwide, and are located in over 150 countries.</p> <p>Our extensive portfolio of products, services and solutions embraces our history of innovation while investing in game-changing technologies and leading-edge resources that will provide Sourcewell members with a return of investment as it relates to improved workflows for greater collaboration and productivity, increased efficiency and heightened security.</p> <p><b>KONICA MINOLTA HISTORY</b></p> <ul style="list-style-type: none"> <li>• 1873 - Konica Founded</li> <li>• 1928 - Minolta Founded</li> <li>• 2003 - Merger of Konica Minolta &gt; Konica Minolta Holdings Inc.</li> <li>• 2009 – Began offering and providing Managed Print Services</li> <li>• 2013 - Konica Minolta Holdings Inc. merged with 7 group companies &gt; Konica Minolta Inc.</li> <li>• 2019 - REACT Video Solution Services Division Established</li> </ul> <p><b>Philosophy</b></p> <p>We believe in bringing the ideas of customers and society to life through innovation and contribute to the creation of a high-quality society. We're determined to be a company vital to humanity by providing exciting innovation that exceeds everyone's expectations. We're committed to being a company that stands firmly in the tracks of our values even in difficult times with a solid and quality business base, ensuring we remain courageous and ready to provide new value in the face of any challenge.</p> <p>This is the reason Konica Minolta exists. And what guides everything we do as a company. It is our goal to identify the values that our customers and society as a whole, seek — and then do what we can do to meet those needs.</p> <p>Vision – Possessing a mindset that drives us to best serve and improve the quality of society in all our activities, we are determined to become a company that is vital to global society by providing excitement that exceeds the expectations of all.</p> <p><b>6 Core Values</b></p> <ul style="list-style-type: none"> <li>• Open and honest</li> <li>• Innovative</li> <li>• Inclusive and Collaborative</li> <li>• Customer Centric</li> <li>• Passionate</li> <li>• Accountable</li> </ul> <p><b>KONICA MINOLTA INTELLIGENT INFORMATION MANAGEMENT (IIM)</b></p> <p>Konica Minolta has been providing document conversion services for over 25 years and converted over 2.5 billion documents in the United States alone. We specialize in solving the myriad of issues that data and document management present to today's office environment. Whether the customer needs a standalone system for the occasional archiving of documents or a full-scale process workflow and processing system, we can support their initiative. Konica Minolta excels in solving the myriad of issues that data and document management present to today's organizations. Whether it's a standalone system for the occasional archiving of documents, or a full-scale high volume capture, workflow, forms processing, Konica Minolta can support public sector organizations with Robotic Process Automation (RPA) and machine learning systems that involve all of day-to-day departmental processes. Our team of experts specializes in the conversion of documents and other media into electronic formats to create actionable information. The better the data being delivered to our customers, the faster they can use that information to process claims, view operational processes for streamlined improvements, change organization flow and improve the bottom line of their businesses.</p>
<p>11</p>	<p>What are your company's expectations in the event of an award?</p>	<p>Konica Minolta expects to provide Sourcewell with a contract scope that allows its members to implement digitalization initiatives through a single supplier rather than piecemeal solutions through multiple solicitations. This is the power of our vast offering through a single category of this RFP.</p> <p>Our research into the Enterprise Content Management (IIM) industry within the public sector estimates a \$1.5 - \$2B annual spend. This response engages each aspect of IIM industry an extensive array of products and services. In short, IIM is on the forefront of nearly every Sourcewell member's mind as evidenced by their short- and long-term IT goals. Therefore, our expectation is that this award – within the larger Administrative Software portfolio – increases the overall benefit and use through its alignment with current and future initiatives.</p>
<p>12</p>	<p>Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.</p>	<p>Konica Minolta Business Solutions U.S.A., Inc. is a private \$2B corporation, and is wholly owned by Konica Minolta Holdings U.S.A. Inc., a subsidiary of Konica Minolta Inc. headquartered in Japan, a \$7.4B corporation, of which 51.1% is represented in Digital Workplace Business. The following is our Dun &amp; Bradstreet D-U-N-S® number for Konica Minolta Business Solutions USA, Inc. 06-124-0565.</p> <p>We have included a Dun and Bradstreet report, as well as the past 3 year's annual reports and audited financial reports for Konica Minolta.</p>
<p>13</p>	<p>What is your US market share for the solutions that you are proposing?</p>	<p>In the United States, Konica Minolta is a leading provider, with the highest levels of certifications for Tungsten Automation, Nintex, Jadu, and Square 9. We are also a certified partner for Accelrate, UiPath, Automation Anywhere, Requirdt, Salesforce, and Microsoft.</p> <p>Many of these solutions build from the technological connectivity and safety concerns within the business environments of our multi-function customers.</p> <ul style="list-style-type: none"> <li>• Our multi-function printer A3 color North American (USA and Canada) market share of 15% and A3 black and white market share of 12% provides insights to public safety solutions including point-of-entry screening, perimeter surveillance and behavioral patterns.</li> </ul> <p>For the 12-month fiscal year period ending March 2024, the percent of total Konica Minolta Business Solutions U.S.A., Inc.'s. Business that is considered 'Digital Workplace' accounts for 15.6% of overall revenue.</p>
<p>14</p>	<p>What is your Canadian market share for the solutions that you are proposing?</p>	<p>At this time, Konica Minolta does not track our USA and Canadian market share separately, please see response to Question 13 with our combined North American market share totals.</p>
<p>15</p>	<p>Has your business ever petitioned for bankruptcy protection? If so, explain in detail.</p>	<p>No</p>
<p>16</p>	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>b.</p> <p>While Konica Minolta is a manufacturer within aspects of the business environment, as an authorized solution provider for the categories of this portfolio, our strength is an ability to serve Sourcewell members through a single point-of-contact. This relationship that spans across the ECM industry allows members to contract with a single supplier rather than multiple and disparate relationships.</p> <p>Our proposed offering includes services that Konica Minolta is a direct service provider of, as well as software and hardware that we are an authorized reseller.</p> <p>Our products and services are offered nationwide by more than 813 Konica Minolta representatives at 125 of our direct sales locations. Moreover, 300+ authorized dealers with approximately 10,000 representatives cover all 50 states and understand the local markets where they sell, deliver and provide services. Each has relationships with the schools, local governments, universities, non-profits and other participating entities - many of which are current customers. Those relationships have greatly assisted in delivering our products and services of the previous Konica Minolta-held Sourcewell contract and will continue to do so for this award. Konica Minolta is committed to providing our mutual clients with a world-class service program that complements our advanced product line.</p> <p>Konica Minolta covers most (may be limited in remote locations) Canadian territories through 12 direct branches and a 100+ dealer network.</p>



17	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>Konica Minolta as a company is able to provide all products and services proposed in this response to all 50 States and Canada. This includes our local teams holding the necessary licenses and certifications required in their territories. Konica Minolta is a leading provider, with substantial partnerships and certifications with a number of Software partners. These partnerships allow us to Consult, Configure, Design, Implement, and Resell the respective products, where applicable. Our Certification levels include:</p> <ul style="list-style-type: none"> <li>• Tungsten Automation</li> <li>• Nintex</li> <li>• Jadu</li> <li>• Square 9</li> <li>• Accelirate</li> <li>• UiPath</li> <li>• Automation Anywhere</li> <li>• Requordit</li> <li>• Microsoft</li> </ul> <p>Our corporate governance system and quality management system contribute to sustainable corporate growth, providing value to society and increased client satisfaction. Accreditation standards include:</p> <ul style="list-style-type: none"> <li>• ISO 9001 Quality Management</li> <li>• ISO 14001 Environmental Management</li> <li>• ISO 14024 Product Environmental Standard</li> <li>• ISO 20000 IT Service Management</li> <li>• ISO 26000 Social Responsibility</li> <li>• ISO 27001 Information Security Management</li> <li>• Common Criteria and ISO 15408 Product Safety Standard</li> <li>• Contractors Health and Safety Assessment Scheme (CHAS).</li> </ul>
18	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>Konica Minolta has not had any contracts terminated, suspended or disbarments prior to the end of the contract term in the preceding ten (10) years to the best of our knowledge.</p>

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	<ul style="list-style-type: none"> <li>• Konica Minolta IIM Awards                             <ul style="list-style-type: none"> <li>o 2024                                     <ul style="list-style-type: none"> <li>Hyland's Premier Solution Provider</li> <li>Hyland's Low Code Application Development for OnBase Competency</li> </ul> </li> <li>o 2023                                     <ul style="list-style-type: none"> <li>Hyland's Platinum Award for sales performance and excellence</li> <li>Hyland's Diamond Support award for excellent client service and support</li> <li>Hyland's Business Planning Partner of the Year</li> </ul> </li> <li>o 2022                                     <ul style="list-style-type: none"> <li>Hyland's Platinum Partner Award for sales performance and excellence</li> <li>Hyland's Diamond Support Partner Award for excellent client service and support</li> </ul> </li> <li>o 2021                                     <ul style="list-style-type: none"> <li>Hyland's Platinum Elite Award</li> <li>Hyland's Diamond Partner Award</li> <li>Hyland's Cloud Partner of the Year</li> <li>Hyland's Workview Partner of the Year</li> </ul> </li> <li>o 2020                                     <ul style="list-style-type: none"> <li>Hyland's Platinum Partner</li> <li>Hyland's Diamond Support Partner</li> </ul> </li> </ul> </li> <li>• Konica Minolta Corporate Awards                             <ul style="list-style-type: none"> <li>CRN 2024 Channel Chiefs – Laura Blackmer (from CRN)</li> <li>Top 10% Most Sustainable Companies – Sustainable Yearbook 2024 (from S&amp;P Global)</li> <li>CRN Tech Elite 250 (from CRN) 2024</li> <li>Top 100 Global Innovators 2024 (From Clarivate)</li> <li>#1 in Customer Loyalty in the "MFP Office Copier" 2024 (17 Consecutive years) (from Brand Keys)</li> <li>Global 100- Listed among the most sustainable corporations in the world at the World Economic Forum in 2023</li> <li>Forbes Magazine- Named to the prestigious list of Best-In-State Employers in Forbes Magazine's 2021 "America's Best Employers."</li> <li>Dow Jones Sustainability World Index</li> <li>Highest Score in Economic and Environmental Dimensions in the Sector</li> <li>DJSI World – nine consecutive years</li> <li>DJSI Asia Pacific – twelve consecutive years</li> <li>RobecoSAM - Awarded Sustainability Gold Class; a global distinction for corporate sustainability, for two consecutive years by RobecoSAM, an investment specialist focused exclusively on Sustainability Investing, based in Switzerland. Konica Minolta is the only company in Computers &amp; Peripherals and Office Electronics sector that was awarded Gold Class.</li> <li>Carbon Disclosure Project (CDP) - Awarded a global leadership position on the Climate A List by CDP for disclosing extensive carbon emissions &amp; energy data-exemplifying a high level of transparency, for the fifth time. CDP is an international not-for-profit organization engaged in activities to realize a sustainable economy.</li> </ul> </li> </ul>
20	What percentage of your sales are to the governmental sector in the past three years	The percent of Konica Minolta's Direct Channel business (excluding service) in the defined Government sector accounted for 12.5% of the overall revenue in the past three years.
21	What percentage of your sales are to the education sector in the past three years	<p>The percent of Konica Minolta's Direct Channel business (excluding service) in the K-12 education sector accounted for 6.1% of the overall revenue in the past three years.</p> <p>The percent of Konica Minolta's Direct Channel business (excluding service) in the Higher Education sector accounted for 3.4 % of the overall revenue in the past three years.</p> <p>The percent of Konica Minolta's Direct Channel business (excluding service) in the Other Education sectors accounted for 0.9 % of the overall revenue in the past three years.</p> <ul style="list-style-type: none"> <li>• Includes SIC code 8211 (elementary, secondary schools)</li> <li>• Includes SIC codes 8221 (colleges), 8222 (Jr colleges), 8244 (busi/secry schools), 8249 (vocational schools)</li> <li>• Includes SIC code 8231 (libraries), 8243 (data proc schools), 8299 (school svcs), 8531 (day care)</li> <li>• Includes all other industries not in Education or Government above. Note that private colleges are included in Education above and not in this Private Sector figure</li> </ul>
22	<p>List any state, provincial, or cooperative purchasing contracts that you hold.</p> <p>What is the annual sales volume for each of these contracts over the past three years?</p>	<p>AEPA</p> <ul style="list-style-type: none"> <li>• 2023 - \$23,651,314</li> <li>• 2022 - \$20,807,089</li> <li>• 2021 - \$21,534,970</li> </ul> <p>NASPO ValuePoint (sales revenue accounts for 23 State PA Adoptions)</p> <ul style="list-style-type: none"> <li>• 2023 - \$30,197,327</li> <li>• 2022 - \$30,025,944</li> <li>• 2021 - \$16,036,461</li> </ul> <p>Region 4 ESC OMNIA Partners</p> <ul style="list-style-type: none"> <li>• 2023 - \$9,745,870</li> <li>• 2022 - \$3,864,472</li> <li>• 2021 - \$1,872,272</li> </ul> <p>Sourcewell 030321-KON</p> <ul style="list-style-type: none"> <li>• 2023 YTD - \$17,377,556.54</li> <li>• 2022 - \$24,953,737.26</li> <li>• 2021 - \$1,004,545.82</li> </ul> <p>Sourcewell 090320-KON</p> <ul style="list-style-type: none"> <li>• 2023 YTD - \$264,440.17</li> <li>• 2022 - \$762,449.51</li> <li>• 2021 - \$15,004.00</li> </ul> <p>Sourcewell 022719-KON</p> <ul style="list-style-type: none"> <li>• 2023 YTD - \$45,669.52</li> <li>• 2022 - \$190,945.75</li> <li>• 2021 - \$114,576.60</li> </ul> <p>Additionally Konica Minolta holds 25 Statewide Contracts within the following States: AZ, AR, CA, MA, MI, MS, NJ, NY, OH, PA, TN, TX - Sales data is available upon request</p>
23	<p>List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold.</p> <p>What is the annual sales volume for each of these contracts over the past three years?</p>	<p>GS-03F-135DA</p> <ul style="list-style-type: none"> <li>• 2023 - \$10,901,002.34</li> <li>• 2022 - \$15,821,718.71</li> <li>• 2021 - \$15,538,640.71</li> </ul>

**Table 4: References/Testimonials**

**Line Item 24.** Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
Boston Housing Authority	Barbara Carrera	617-988-4172
Lexington Fayette Urban County Government (LFUCG)	Jean Walker Brooks	859-258-3953
Kentucky Community and Technical College System (KCTCS)	Tammy Satterly	859-256-3279

**Table 5: Top Five Government or Education Customers**

**Line Item 25.** Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Commonwealth of Massachusetts	Government	Massachusetts - MA	Comprehensive Cloud Hosted Document & Content Management Systems with Workflow including Professional Services, Portal Solutions and more across multiple State Level Secretariats.	Varied	23M+
Kentucky Community and Technical College System (KCTCS)	Education	Kentucky - KY	Comprehensive Cloud Hosted Document & Content Management Systems with Workflow including Professional Services	Varied	\$2.2M+
Arizona Department of Child Safety	Government	Arizona - AZ	Comprehensive Cloud Hosted Document & Content Management Systems with Workflow including Professional Services	Varied	1.8M+
Washington State Department of Corrections	Government	Washington - WA	Comprehensive Cloud Hosted Document & Content Management Systems with Workflow including Professional Services	Varied	\$1.3M+
Boston Housing Authority	Government	Massachusetts - MA	Comprehensive Cloud Hosted Document & Content Management Systems with Workflow including Professional Services and Document Scanning Services.	Varied	\$1.2M+

**Table 6: Ability to Sell and Deliver Service**

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable.

Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
26	Sales force.	<p>Konica Minolta's Public Sector sales force is composed of a National Director of Government Sales, 3 Regional Directors of Government Sales, and 19 Government Account Managers. The Government Account Managers are responsible for all State and Local Government, as well as National Cooperative sales. This team is sales focused on the top 750 accounts in the country based on opportunity identification, size and scope, and vertical fit. There is a mix of net new and incumbent accounts but the majority are new engagements based on research and relationship building.</p> <p>We also have a Public Sector Contracts department that is responsible for the overall management and compliance of all of our state and cooperative contracts. Our contracts department manages 60 State Contracts and 4 National Cooperative contracts.</p> <p>Our products and services are offered nationwide by more than 125 direct branch sales locations, and by a team of over 20 dedicated Intelligent Information Management experts. This network is responsible for both the sales and service of placed products and services. We have over 8,277 employees in North America to support this contract with our direct branches. We maintain 12 national distribution centers, including a major distribution warehouse complex in Brooks, Kentucky, just minutes from a central UPS shipping hub. Konica Minolta Business Solutions is committed to providing our clients with a world-class service program that complements our Intelligent Information Management Solutions. We have gone to great lengths to establish a nationwide program that is effective, simple to manage and efficient in delivering comprehensive services, while also achieving our overall goals of increased reliability and customer satisfaction.</p> <p>All of our direct branches are responsible for upholding all terms, conditions and pricing of the contract, and selling in a professional manner to all eligible entities. They will be responsible for implementation and training the clients on the use of the equipment. Konica Minolta will hold quarterly meetings with our sales and servicing branches to discuss the contract, issues, sales progress and performance.</p>
27	Dealer network or other distribution methods.	<p>In order to provide a wide range of coverage and multiple procurement avenues, Konica Minolta will offer products and services through both our direct branch sales locations and our Authorized Dealer and reseller network. We have approximately 300+ Authorized Dealers with over 10,000 authorized dealer employees nationwide. These dealers are authorized to sell on our behalf as well as the ability to invoice the participating agencies directly. This network will be responsible for upholding all terms, conditions and pricing of the contract, and selling in a professional manner to all eligible entities.</p> <p>All Konica Minolta dealers are trained through formal certifications on every device that would be installed at each client's location. Support levels and performance from our dealers and distributors are identical to that of our direct operations. Within our dealer community, Konica Minolta personnel assigned to each region throughout the country, who are dedicated to monitoring the satisfaction of our clients, review the performance of our Authorized Dealers' technicians to ensure compliance with our high standards. The retention of Authorized Dealer status depends, in part, on the outcome of these reviews. By centrally managing and auditing our service and support program, we review and maintain accountability for all Konica Minolta branches and authorized Dealers that interact with our clients to continually deliver the highest levels of service performance that is expected.</p>
28	Service force.	<p>Konica Minolta has a team of over 100 dedicated Intelligent Information Management experts that have extensive varying levels of experience in Konica Minolta, IIM, and the Technology industry. This network is responsible for both the sales and service of placed products and services. We have over 8,277 employees nationally to support this contract with our direct branches. With 125 Direct Branch Sales Offices, fully supported by Konica Minolta Service and Technical experts, the Konica Minolta service model ensures that our participating agencies receive the same high level of service, compliant with Konica Minolta's prescribed standards, consistently across all locations.</p>

<p>29</p>	<p>Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.</p>	<p>All order processing is done by our order processing teams headquartered in Ramsey, NJ. These teams are responsible for the review of all purchase orders to make sure that they are correct upon receipt followed by timely and accurate entry into our SAP system. Orders are typically entered into our system within 24 hours of receipt of proper order documentation. The order will be shipped from a Konica Minolta Regional Distribution Center to a staging area for pre-installation activities. The local Konica Minolta administrator will coordinate a delivery and installation schedule with the local end user location, our drivers will deliver on set date, a technician will follow within four hours after the delivery to install and our local trainer will call to schedule training.</p> <p>Master Agreements, a department headquartered in Ramsey, NJ, also assists from an order management standpoint. They review all orders for compliance and refer any concerns to the State Contract Team. Any item placed on an order above contract pricing or not in the catalog will be immediately flagged and returned to its' origination point for revision.</p> <p>The collaboration amongst several Konica Minolta departments enables all orders to be processed in a timely and accurate manner. On the occasion that a specific order must be expedited Konica Minolta is also able to accommodate this request. An indication is placed on the file at the time of order and all parties involved are immediately alerted to give this order priority in the queue.</p> <p><b>Standard Order Process</b> Orders can be emailed (corporateordes@kmb.konicaminolta.us) for immediate processing. Konica Minolta has a hotline that customer can call between 8:30 am and 8pm EST to check on the status of purchase orders at 800-456-6422 Ext 2519. Our dealer network supports this response, and where authorized by the Participating State, they will have the ability to accept and process purchase orders directly as well.</p> <ul style="list-style-type: none"> <li>• Requested order is immediately input from the order- processing center through the KM Corporate Order Entry System.</li> <li>• Within 24 hours an Order Number is generated against the order input.</li> <li>• Within 24 hours inventory is checked for availability at the Branch Servicing Center (BSC).</li> <li>• Upon confirmation of inventory availability, a serial number is assigned to the order.</li> <li>• Upon assignment of a serial number, the schedule ship date/delivery date is confirmed.</li> <li>• Upon shipping, an invoice number is immediately generated.</li> <li>• Upon shipping confirmation, the Konica Minolta device(s) is entered into the Konica Minolta SAP System (a database/software that supports the Customer Care Center).</li> <li>• Upon entry into SAP, the device(s) is immediately scheduled for technical setup at your location.</li> </ul> <p>All of the order information from time of order input is tracked by the Konica Minolta branch administrator and assigned Account Representative. Our order entry system is an enterprise wide system offering available access from any Konica Minolta desktop or networked laptop as well as remote dial up access.</p> <p><b>Expedited Order Process</b> Upon a customer's request for an expedited order processing, the sales representative will upload the order documentation into the system and will code it as a "rush". Once administration receives the request, they will prioritize the order and process it in accordance with our standard procedure.</p>
<p>30</p>	<p>Describe your strategy related to implementation, integration, and use of implementation partners.</p>	<p>Our implementation strategy prioritizes agility, seamless integration, and collaboration with valued partners.</p> <p><b>Agile Implementation Methodology</b> We leverage an agile methodology to ensure flexibility and responsiveness throughout the implementation process. This approach breaks down projects into manageable sprints, allowing for continuous feedback and iteration based on your specific needs.</p> <p><b>Strong Project Management</b> We maintain a robust project management framework to ensure clear communication, on-time delivery, and successful project outcomes. Our dedicated project managers work closely with you and our internal teams to keep the project running smoothly and address any challenges proactively.</p> <p><b>Commitment to Open Standards</b> We are committed to utilizing REST and other industry-standard APIs for seamless integration with your existing systems. This approach minimizes disruption and ensures your data flows smoothly between our solutions and your environment.</p> <p><b>Leverage Implementation Partners</b> While our professional services teams handle the vast majority of implementations, we are dedicated to fostering a strong network of Small and Disadvantaged Business Partners (SDBPs). When appropriate, we leverage their expertise to enhance the project's value and support economic inclusion.</p>

<p>31</p>	<p>Describe in detail the process and procedure of your customer service program, if applicable.</p> <p>Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.</p>	<p>Konica Minolta is committed to providing the best service and support to our customers. Each and every customer case is reviewed and managed to the appropriate service level. In the event a ticket requires escalation, our senior staff is available to help quickly bring the issue to closure. An escalation should be initiated when, after working through Konica Minolta's standard resolution process, a customer is not satisfied with the level of timeliness or service that has been provided.</p> <p>The Konica Minolta IIM Technical Support Team (aka The IIM Help Desk) assists customers who use, install or develop the solution provided by Konica Minolta. This document defines expectations between the Support Team and its customers, and will be circulated among clients in good account standing and who have signed a software maintenance contract. Additionally, it will be used to ensure the Technical Support Team is held to set standards to provide a guideline of information and expectations. This document defines the following:</p> <ul style="list-style-type: none"> <li>- Contact Information</li> <li>- When to engage the support team</li> <li>- How to report an incident</li> <li>- How to define issue severity</li> <li>- Responsibilities (our support team and our customers)</li> <li>- Hours of operation</li> </ul> <p><b>HOW TO REPORT AN ISSUE</b>          During normal business hours Konica Minolta Support is available by phone at: 800-362-8772 (option #1), or email at: iim.support@kmb.konicaminolta.us. Issues can be submitted after hours via email.</p> <p><b>STANDARD HOURS OF OPERATION</b>          Maintenance and Support Services will be available during the hours of 8 a.m. to 8 p.m., Eastern Time, Monday through Friday, excluding holidays.</p> <p><b>KONICA MINOLTA SUPPORT EXPECTATIONS</b></p> <p><b>SUPPORTED ITEMS</b>          Software: Any software that has a current support and/or maintenance contract associated with it.</p> <p>Hardware: Konica Minolta Support is available to troubleshoot hardware associated with the provided Konica Minolta Solution to determine root cause of an issue. See definition of support activities and scope below.</p> <p><b>GOALS</b>          Konica Minolta's technical support philosophy is one that strives to provide organizations with the support services needed to maximize the benefits of the overall solution purchase. Konica Minolta's supports programs are designed to ensure needs are met in a timely and efficient manner.</p> <ul style="list-style-type: none"> <li>• Proactive follow-up on all open incidents in a reasonable amount of time based on Severity (see below).</li> </ul> <p><b>ISSUE PRIORITIZATION</b>          Support calls are prioritized on two criteria:</p> <ul style="list-style-type: none"> <li>- The severity of the issue against other client software solutions in production</li> <li>- The order in which they are received. Customer emergencies always take precedence over non-emergencies.</li> </ul> <p><b>SUPPORT INCIDENT SEVERITY DEFINITION</b>          Severity 1: Complete system failure and/or critical business function failure. The supported solution is completely unavailable for all critical business units. Only a Production incident can be classified this severely. The goal is to resolve these issues as soon as possible.          Example: All users are unable to access the Konica Minolta solution.</p> <p>Severity 2: No system failure, but the Client's users are unable to access or execute critical system functions. The supported solution is intermittently unavailable for all users, or there is serious performance degradation to the point where the system is unusable. Single user issues can be escalated to this severity if the issue is preventing a critical business function. Only a Production incident can be classified this severely. The goal is to use best efforts to restore.          Example: Web client users attempt to retrieve documents receive an error message. Users with access to the Thick Client are still able to access documents.</p> <p>Severity 3: Application not performing per documentation, but the Client's users can perform basic job functions with alternate procedures. Non-Production environment (TEST) incidents are classified with this severity rating. Konica Minolta will provide fixes within a reasonable time and will inform the Client when fixes will be provided.</p> <p><b>RESPONSE TIMEFRAMES</b>          Response time is determined only after the problem has been properly received through Konica Minolta's error reporting procedure and categorized into one of three levels</p> <ul style="list-style-type: none"> <li>- Respond to Severity 1 issues within one (1) working hour.</li> <li>- Respond to Severity 2 issues within four (4) working hours and use best efforts to restore</li> <li>- Respond to Severity 3 issues one (1) working day and will provide fixes within a reasonable time and will inform the Client when fixes will be provided</li> </ul> <p><b>CLARIFYING SUPPORT ACTIVITIES</b>          The purpose of this section is to solidify the activities of the Support Team. The following assumes that the customer is in good standing with software maintenance. If maintenance is not active or a mutually agreed upon plan to activate maintenance is not in place, then all activity pertaining to this software is a billable event. If the customer has never purchased this software, then the responsibility to address the question or issue is held with the Konica Minolta Sales team. Incidents requiring additional fee-based resources will be coordinated by the client's Account Manager. Konica Minolta Support will spend a reasonable amount of time triaging the issue(s) to determine the root cause and report to the customer regarding whether the incident can be covered under normal support or if the work will require additional fee-based resources.</p> <ul style="list-style-type: none"> <li>• Included activities (per the "Support Guide" and "Maintenance Agreement"):</li> <li>• Software defects that surface in the form of an error message and/or resulting in either a data integrity and/or data loss issue</li> <li>• Production issue is being experienced and a specific error message is being displayed.</li> <li>• Non-Production issue is being experienced and a specific error message is being displayed.</li> <li>• Published documentation contradicts actual behavior of the software (not to be confused with cases where documentation does not exist).</li> </ul> <p>Conditions that can cause the activity to involve fee-based resources:</p> <ul style="list-style-type: none"> <li>• Error message is determined to be related to system performance (network, database, resources, etc)</li> <li>• Error message is determined to be related to an external application or system (Windows Operating System, Hardware, 3rd party application)</li> <li>• Workflow, WorkView, or API solution will need to be modified to achieve desired results</li> <li>• The work was at one point in time accepted by the customer (sign off sheet) and now the work is required to be changed, or changes are requested by the customer.</li> <li>• Consulting, how to, and Training type questions</li> <li>• Customer is inquiring how to design, create or configure a new solution for specific business problems.</li> <li>• Customer is asking Konica Minolta to explain how a particular software component functions, when documentation is typically available online.</li> <li>• Customer is encouraged to utilize readily available online resources to receive documentation, review blog posts, etc.</li> </ul>
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32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>The ability and willingness to provide products and services to participating entities in the United States is evidenced in our annual revenue within the public sector and success through other Sourcewell contracts we hold. For this contract our Public Sector Sales Team is additionally supported by a team of over 200 individuals dedicated to Intelligent Information Management. The combination of expertise in public sector sales and the scope of this contract will result in a successful partnership for any participating entity.</p> <p>We have included our Intelligent Information Management Terms and Conditions in our bid response. This Intelligent Information Management Terms and Conditions document is provided to participating entities and is required with all Intelligent Information Management Terms and Conditions transactions.</p> <p>Additionally, we have included a statement of work (SOW) and end user license agreements for Konica Minolta as well as third party solutions.</p>
33	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Konica Minolta can provide our products and services through our direct channels in Canada. If awarded, we will coordinate with our Canadian teams to facilitate contract sales where possible.
34	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	None
35	<p>Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract.</p> <p>Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?</p>	Konica Minolta is able to fully support Sourcewell nationwide for all participating entity sectors.
36	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	All hardware included in this proposal is delivered FOB Destination, delivered to the customer's requested location within the 48 contiguous states and the District of Columbia. Any orders OCONUS (Outside the Continental US) deliveries are offered on an Open Market FOB Origin basis. If premium routing is requested, the additional charge shall be added as a separate item to Konica Minolta's invoice on an Open Market basis. Prices do not include the cost of special equipment or rigging needed for delivery to the customer requested location.

**Table 7: Marketing Plan**

Line Item	Question	Response *
37	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Konica Minolta's strength in marketing the Sourcewell contract will come from the combination of the IIM Sales Team and direct branches. These sales teams cover all 50 states and understand the local markets that they sell deliver and provide services in. They have relationships with the schools, local governments, universities, non-profits and other qualified entities, many of which are current customers. Those relationships will greatly assist in our promotion of the Sourcewell contract.</p> <p>Konica Minolta will also utilize our corporate marketing department to deploy our Sourcewell marketing strategy. Our marketing initiatives will include the following:</p> <ul style="list-style-type: none"> <li>• Internal Email Campaign to Channel Sales Teams – In order to create awareness and expertise to the Sourcewell contract, Konica Minolta will create an internal email campaign that will highlight the benefits of Sourcewell's Contract for all eligible customers and for the individual sales reps. The campaign will also spotlight product updates, success stories and the addition of field resource materials.</li> <li>• Konica Minolta - Sourcewell Website – Konica Minolta will create a customer-facing website for contract information, pricing catalogs, product information and sales contact information. The website will be used to post contract updates and other customer marketing materials.</li> <li>• Marketing Materials – Konica Minolta will create contract specific marketing materials highlighting Konica Minolta and Sourcewell's partnership and benefits to public sector customers. These materials may be customized and made available to Sourcewell for use in Sourcewell marketing publications. We will also co-brand Konica Minolta brochures and sell sheets that will provide features and benefits of Sourcewell and Konica Minolta products that are available on Sourcewell's Contract.</li> <li>• Email Campaign– Konica Minolta will use our public sector database to run an email campaign that will continually bring the Konica Minolta products and services available on the Sourcewell's contract to current and prospective customers.</li> <li>• National Conferences and Trade Shows – Konica Minolta will attend government and education procurement conferences and trade shows to showcase our offerings and to promote the Sourcewell contract. Konica Minolta will attend shows like NIGP, ASBO, NAEP, ISTE and any other shows that Sourcewell recommends. Our branches also attend the many local conferences and expos in their markets to showcase Konica Minolta products, the Sourcewell contract and their local sales teams.</li> </ul> <p>Sample marketing materials have been included (Email Campaign, Marketing Flyer).</p>
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Konica Minolta uses various forms of technology in marketing internally and externally to our customers.</p> <p>Internally, we will use Konica Minolta's Learning Group to conduct a Government Sales Learn Track that sales teams are assigned. It covers the fundamentals for selling to the government and how to discuss cooperative contracts with government buyers and business managers. We have also created a learn track to include material about Sourcewell and will update that material to cover this contract upon award.</p> <p>Sales teams also have access to our internal Government Portal which is located on a website available to all Konica Minolta employees. Available on this site are internal newsletters that share success stories, sales strategies and Konica Minolta related news. We will use this platform to announce an award of the Sourcewell Contract and any other relevant news.</p> <p>Our direct sales force uses a CRM system to collect customer data and uses it in the sales process. That data can also be used in marketing to those prospects using a variety of tools within the system to include email campaigns as previously mentioned in our marketing plan.</p> <p>Externally, Konica Minolta uses social media platforms such as Facebook, Twitter, LinkedIn, YouTube, Pinterest, Instagram and Flickr to provide followers information. These platforms will be used to announce a Sourcewell Contract award. We also use industry publications to make announcements and promote Konica Minolta and its partners.</p> <p>In 2023, Konica Minolta hired a VP of Digital Marketing charged with demand generation and programmatic marketing to increase brand awareness and generate revenue in all areas of Konica Minolta's business. Using data to target the right audience at the right times will be instrumental in our marketing efforts.</p> <p>As previously mentioned, Konica Minolta will also create a website for this Sourcewell contract to put information at the fingertips of our customers and prospects.</p>
39	<p>In your view, what is Sourcewell's role in promoting contracts arising out of this RFP?</p> <p>How will you integrate a Sourcewell-awarded contract into your sales process?</p>	<p>Konica Minolta's Public Sector Team believes that a strong partnership with Sourcewell will provide an opportunity to collaborate on marketing efforts which will result in mutual success. We would request a marketing strategy meeting with our Sourcewell Contract Manager upon award to learn the best practices of Sourcewell and its most successful vendors for this contract. Below are some of the items that Konica Minolta would look to Sourcewell for help in promoting our contract.</p> <ul style="list-style-type: none"> <li>• Member Communication of Award – Upon award, we would request Sourcewell's resources to launch Konica Minolta's contract award. This could be done via a live introduction webinar at the Sourcewell office and other mediums that Sourcewell would recommend.</li> <li>• Konica Minolta Updates – Konica Minolta would utilize Sourcewell's resources to update customer on the addition of products and/or services or any other contract related information.</li> <li>• Customer Engagements – Konica Minolta would request assistance from Sourcewell on customer engagements including answering member questions, prospective customer meetings, contract validation discussions and any other contract related engagements that require Sourcewell assistance to move an opportunity forward.</li> <li>• Konica Minolta Training – We would request assistance with Regional and Local Sales Meetings to share Sourcewell's cooperative contract talk track and benefits in your words. On occasion, we would ask that Sourcewell be involved in specific branch meetings that are focused on a specific market or customer engagement. Some meetings will be in person but many times a webinar or conference call would suffice.</li> <li>• Sourcewell Member Product Showcases – We like to showcase our industry-leading technology to captive audiences. In doing so, we can introduce innovative ideas to Sourcewell members that can transform their work environments or reduce their costs. We would request Sourcewell's assistance in inviting members to view Konica Minolta's Product Showcases which could be webinars or, on occasion, demonstrations using Sourcewell or Konica Minolta video productions.</li> <li>• Email / Direct Mail Introduction of Konica Minolta to Sourcewell Membership – With Sourcewell's assistance, Konica Minolta would request access to a membership list with email addresses and /or mailing addresses to introduce Konica Minolta technologies to the Sourcewell membership and provide information on what we have to offer via the Sourcewell contract. The membership list would also be used of other Sourcewell approved communications such as product announcements, product showcase invitations or other exciting updates.</li> </ul> <p>Our vertically assigned branch sales teams have well established sales processes that include a cooperative contract sales track. Our Sourcewell training will provide them the information they need to market the Sourcewell contract's benefits and scope of solutions to current and prospective customers. Materials will be made readily available to the sales teams so they can actively promote Sourcewell in their everyday sales processes.</p>
40	<p>Are your products or services available through an e-procurement ordering process?</p> <p>If so, describe your e-procurement system and how governmental and educational customers have used it.</p>	<p>Currently, we have a dedicated website for Sourcewell members to view product specifications and awarded pricing. Konica Minolta is in the process of finalizing an e-commerce platform, called the Konica Minolta eShop. Additionally, we participate in the Buy Sourcewell platform on the other Sourcewell contracts that we hold.</p> <p>Konica Minolta provides two methods of eProcurement. We provide a punch-out solution where our client can "punch-out" from their procurement application (for example: Ariba, OSN, SciQuest) to a Konica Minolta branded catalog. The catalog displays the client's contracted SKU's and associated prices and selects the items to order from the catalog and places them into a shopping cart for submittal. Once the order is submitted it is sent to the client's back-end system where a purchase order is created. The purchase order is then forwarded to the Konica Minolta account manager to place the order in SAP.</p> <p>The second method is essentially similar in nature - the client logs into a standalone website. The website exposes a branded catalog similar to the first scenario. The client places the items into the cart and on submission of the cart the order is emailed directly to their Konica Minolta account manager who will place the order in SAP.</p>

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities.	<p>Konica Minolta Intelligent Information Management offers a comprehensive suite of training programs designed to ensure that Sourcewell Participating Entities fully leverage our products and solutions. Our training programs encompass product training, equipment maintenance, and operator training, each tailored to meet the specific needs of your organization.</p> <p>Product Training</p> <ul style="list-style-type: none"> <li>Our product training programs are designed to familiarize users with the full range of functionalities of Konica Minolta solutions. We provide detailed, hands-on sessions that cover everything from basic operations to advanced features, ensuring that users can effectively utilize our products to enhance their workflows.</li> </ul> <p>Solution Maintenance</p> <ul style="list-style-type: none"> <li>To ensure the longevity and optimal performance of our solutions, we offer extensive maintenance and service options, including managed services. This includes routine maintenance procedures, troubleshooting techniques, and best practices for keeping the solutions we deliver in peak condition. Our goal is to minimize downtime and maximize the efficiency of your operations.</li> </ul> <p>Operator Training</p> <ul style="list-style-type: none"> <li>Our operator training programs are focused on empowering your staff to use our equipment and solutions with confidence and competence. We provide both in-person and virtual training options, covering operational procedures, safety protocols, and efficiency tips. Our expert trainers are dedicated to providing the knowledge and skills needed to operate our equipment effectively.</li> </ul> <p>Standard end user training is available for all products and services. These training programs are part of our commitment to delivering exceptional support and ensuring that Sourcewell Participating Entities can maximize the value of their investment in Konica Minolta solutions.</p>
42	Describe any technological advances that your proposed products or services offer.	<p>Konica Minolta Intelligent Information Management is at the forefront of technological innovation, integrating cutting-edge advancements to enhance our products and services continually. One of our key innovations is the incorporation of Natural Language Processing (NLP) across products and services. Our NLP capabilities enable users to interact with our systems using natural language, making it easier to search, retrieve, and analyze data. This technology simplifies complex tasks, improves user experience, and enhances the accuracy and efficiency of information management.</p> <p>Our AI Decision Engines represent another significant advancement in our offerings. These engines leverage artificial intelligence to automate decision-making processes, providing intelligent insights and recommendations based on data analysis. By utilizing AI, our solutions can predict trends, optimize workflows, and support strategic planning, helping organizations to make informed decisions swiftly and accurately. This capability is particularly beneficial for Sourcewell Participating Entities, as it can lead to increased operational efficiency and better resource allocation.</p> <p>Additionally, our Intelligent Document Processing (IDP) solutions exemplify our commitment to staying on the leading edge of technology. IDP utilizes machine learning and AI to automate the capture, extraction, and processing of data from various document types. This technology significantly reduces manual data entry, minimizes errors, and accelerates document workflows. By transforming unstructured data into actionable information, our IDP solutions enable organizations to streamline their processes, enhance productivity, and improve overall data management.</p> <p>We are also excited to roll out our Co-pilot capabilities, designed to simplify administration and configuration across many of the solutions we offer. Co-pilot assists administrators by automating routine tasks, providing intelligent suggestions, and offering guided configurations to ensure optimal setup and performance. This feature reduces the complexity of managing our solutions, allowing organizations to deploy and maintain our technologies with greater ease and efficiency, ultimately enabling them to focus more on their core activities and strategic objectives.</p>
43	<p>Please describe your software innovation maturity related to the following technology areas:</p> <ul style="list-style-type: none"> <li>Machine learning</li> <li>Natural language processing</li> <li>Virtual assistants/chatbots</li> <li>Predictive analytics</li> <li>Big data analytics</li> <li>AI/Generative AI</li> </ul>	<p>Machine Learning</p> <p>Advanced: Our solutions leverage advanced machine learning algorithms to enhance data analysis, automation, and decision-making processes. We employ sophisticated models to predict outcomes, recognize patterns, and optimize workflows, ensuring that our clients benefit from the latest advancements in machine learning technology.</p> <p>Natural Language Processing (NLP)</p> <p>Intermediate: Our NLP capabilities enable users to interact with our systems using natural language, facilitating more intuitive and efficient data search, retrieval, and analysis. While we have made significant strides in NLP, we continue to develop and refine these capabilities to further enhance user experience and system functionality.</p> <p>Virtual Assistants/Chatbots</p> <p>Intermediate: Our virtual assistants and chatbots are designed to provide efficient and effective customer support and interaction. They utilize natural language understanding to respond to inquiries, perform tasks, and guide users through processes. We are continually improving these technologies to offer more seamless and intelligent interactions.</p> <p>Predictive Analytics</p> <p>Emerging: We are in the early stages of integrating predictive analytics into our solutions. By leveraging historical data and machine learning models, we aim to provide insights that help organizations anticipate future trends, optimize operations, and make data-driven decisions. This area is a key focus for ongoing development.</p> <p>Big Data Analytics</p> <p>Emerging: Our big data analytics capabilities are evolving to handle and analyze large volumes of data effectively. We are developing tools and methodologies to extract valuable insights from complex datasets, enabling organizations to harness the power of big data for strategic advantage.</p> <p>AI/Generative AI</p> <p>Intermediate: We are actively incorporating AI and generative AI technologies to enhance our solutions. These capabilities allow us to automate content creation, generate intelligent responses, and support complex decision-making processes. Our ongoing research and development efforts aim to further expand and refine our AI capabilities. Our commitment to innovation ensures that we remain at the forefront of technological advancements, continually enhancing our offerings to meet the evolving needs of Sourcewell Participating Entities.</p>
44	Describe connectivity and integration capabilities between your offered solution(s) and other software systems.	<p>At Konica Minolta Intelligent Information Management, we understand the importance of seamless connectivity and integration between our solutions and other software systems used by Sourcewell Participating Entities. Our solutions are designed with robust integration capabilities to ensure interoperability and enhance operational efficiency.</p> <ul style="list-style-type: none"> <li>Connectivity: Our solutions support a wide range of connectivity options, including APIs (Application Programming Interfaces), web services, and standard communication protocols such as REST and SOAP. This allows for real-time data exchange and interaction between our systems and external applications, ensuring smooth and efficient workflows.</li> <li>Integration: We offer comprehensive integration capabilities that enable our solutions to work seamlessly with other enterprise systems, including CRM (Customer Relationship Management), ERP (Enterprise Resource Planning), IIM (Intelligent Information Management), and more. Our solutions are designed to integrate with popular platforms like Salesforce, Microsoft Dynamics, and SAP, among others. This ensures that data can flow freely between systems, eliminating silos and enabling a unified view of information across the organization.</li> <li>Custom Integration Services: For unique or complex integration requirements, our team provides custom integration services. We work closely with your IT team to develop tailored solutions that meet your specific needs, ensuring that all systems work together harmoniously. This includes custom connectors, middleware solutions, and bespoke integration workflows designed to optimize your business processes.</li> <li>Cloud and On-Premise Solutions: Our offerings include both cloud-based and on-premise solutions, providing flexibility to integrate with other cloud services or on-premise systems as needed. This hybrid approach ensures that you can leverage the best of both worlds, maintaining data security and compliance while benefiting from the scalability and accessibility of cloud solutions.</li> </ul> <p>Our commitment to seamless connectivity and integration ensures that Konica Minolta solutions enhance your existing technology investments, streamline operations, and provide a cohesive, efficient digital ecosystem for Sourcewell Participating Entities.</p>



<p>45</p>	<p>Describe your migration, customization, configuration, and upgrade processes.</p>	<p>Konica Minolta Intelligent Information Management, we offer comprehensive services for migration, customization, configuration, and upgrades to ensure that our solutions align perfectly with the needs of Sourcewell Participating Entities. Our processes are designed to be efficient, minimally disruptive, and tailored to meet specific organizational requirements.</p> <ul style="list-style-type: none"> <li>• Migration: Our migration process is meticulously planned and executed to ensure a seamless transition from existing systems to Konica Minolta solutions. We begin with a thorough assessment of your current environment, followed by a detailed migration plan that includes data mapping, risk assessment, and mitigation strategies. Our team of experts handles data extraction, transformation, and loading (ETL) to ensure data integrity and continuity. We also provide extensive testing and validation to ensure that all data and functionalities are correctly migrated.</li> <li>• Customization: We understand that each organization has unique requirements. Our customization services are designed to tailor our solutions to meet your specific needs. This includes modifying existing functionalities, adding new features, and integrating third-party applications. Our customization process involves close collaboration with your team to understand your requirements, followed by design, development, testing, and implementation phases to ensure that the customized solution meets your expectations.</li> <li>• Configuration: Our configuration services ensure that our solutions are optimally set up to meet your operational needs. This involves setting up system parameters, user roles, workflows, and security settings to align with your business processes. We provide comprehensive documentation and training to ensure that your team can effectively manage and utilize the configured solution. Our goal is to ensure that the system is configured to support your organizational goals and enhance productivity.</li> <li>• Upgrade: Our upgrade process is designed to keep your system up-to-date with the latest features and improvements while minimizing downtime and disruption. We provide a detailed upgrade plan that includes a review of current system status, impact analysis, and a step-by-step upgrade procedure. Our team conducts thorough testing in a controlled environment before deploying the upgrade to the live system. We also offer post-upgrade support to address any issues and ensure that the system operates smoothly.</li> </ul> <p>By offering these comprehensive services, Konica Minolta ensures that Sourcewell Participating Entities can fully leverage our solutions to enhance their operational efficiency and achieve their strategic objectives.</p>
<p>46</p>	<p>Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.</p>	<p>Based on our Philosophy and Vision, Konica Minolta has created an environmental policy that is reducing the environmental impact of every business process we conduct resulting in new social and economic value. Protecting our planet is a top priority of our leaders and employees. Our broad array of environmental initiatives include eliminating pollutants, reducing energy consumption and creating products and solutions that help our clients realize their own sustainability goals. We strive to assist our clients and are enabling them to construct their own environmental plans for becoming kinder to the environment. Our approach contributes to creating shared value (CSV) for environmental improvement with our clients, sharing ideas to improve and enhance everyone's environmental activities.</p> <p>Konica Minolta's environmental initiatives are listed below.</p> <ul style="list-style-type: none"> <li>• EcoVision 2050</li> <li>• Solar Energy Initiatives</li> <li>• Earth Friendly Products</li> <li>• IH Fixing Technology</li> <li>• Clean Planet Recycling</li> <li>• Simitri® HDE Polymerized Toner</li> <li>• PET Plastics</li> <li>• ICE-u Technology</li> <li>• OLED Lighting</li> <li>• Green Factory Certification System</li> <li>• Green Product Certification System</li> <li>• Green Marketing</li> </ul> <p>Our strategic and extensive development of these initiatives have achieved acclaim as being some of the best in the world, having the number one position in the overall manufacturing sector of the Nikkei Environmental Management Survey as well as receiving first-tier ratings in international CSR and SRI assessments.</p> <p>Konica Minolta was listed Among 2023 Global 100 Most Sustainable Corporations in the World and marks the sixth time and the fifth year in a row it has been honored, following 2011 and 2019-2022.</p> <p>Since its integration in 2003, Konica Minolta has placed "sustainability" at the core of its management, delivering products and solutions that address social and environmental issues focusing on the United Nations' Sustainable Development Goals (SDGs). The company offers energy-efficient products to reduce CO2 emissions at customers' sites, helping to transform their production processes and promote workstyle reform.</p> <p>Konica Minolta's global, long-term sustainability strategy, Eco Vision 2050, sets goals for the company to reduce CO2 emissions throughout the product life cycle. Currently it is ahead of schedule and on track to reach carbon minus status by 2030 instead of 2050, as originally planned. The initiative promotes recycling, effective use of Earth's limited resources and the restoration and preservation of biodiversity. The company helps corporate clients and suppliers to achieve effective use of resources as well by constructing efficient supply chains for client companies using on-demand production, and reducing workflow and supply chain loss for corporate clients.</p> <p>The company has also identified key material issues to address in the short-term to support the achievement of long-term environmental goals. Two of these environmentally focused materials are addressing climate change and using limited resources effectively. Ongoing corporate initiatives that address these issues include:</p> <ul style="list-style-type: none"> <li>• Reducing energy consumption and CO2 emissions of customers and society by providing manufacturing process solutions</li> <li>• Promoting a paperless and ubiquitous computing society by providing solutions for work style reform</li> <li>• Contributing to dramatic CO2 emissions and cost reductions by helping business partners to reduce their environmental impact using digital transformation technology</li> </ul> <p>EPEAT®, which is managed by the Green Electronics Council, has been a comprehensive environmental rating that helps identify greener computers and other electronic e equipment since 2006. Imaging equipment was added as a new product category in 2013. It ranks products as gold, silver or bronze based on fifty-nine environmental performance criteria considering life cycle of imaging equipment. Konica Minolta Business Solutions USA, Inc. has 42 active products on the EPEAT registry with 33 achieving gold status. To achieve gold status, a product must meet all required criteria, plus at least 75 percent of the optional criteria. Optional points are earned by meeting up to 26 additional criteria. Konica Minolta has 11 products on the EPEAT registry with 21 optional points. This represents the second highest EPEAT point total of imaging equipment manufacturers.</p> <p>Green Products Certification System is our own unique system for evaluating and certifying products with superior environmental performance. To date, all of our sites have achieved a 12 percent reduction in CO2 emissions per unit of production.</p> <p>PET Plastics is our newly developed polymer allow recycled PET that overcomes the disadvantages of conventional PET plastic, such as fragility, low fire—resistance and difficulties in injection molding. This plant-based bioplastic offers low environmental impact, using less petroleum-based resources and emitting less CO2 during its lifecycle than petroleum-based plastic.</p> <p>IH Fixing Technology is an Induction Heating (IH) fixing technology that reduces poor consumption during the MFP fixing process resulting in a shorter warm-up time. It automatically cuts off residual fixing heat when no print jobs are taking place, contributing to energy savings.</p> <p>Alternative Energy can be found at our US headquarters in Ramsey, NJ, where we installed a 967,000 kWh solar energy system consisting of 3,498 240-watt solar panels. Based on EPA standards, our system produces enough energy to power more than 80 homes for one year or offset the greenhouse gas emissions produced by 132 passenger vehicles.</p> <p>Konica Minolta is a SmartWay partner agreeing to reduce emissions and fuel use in logistics activities. This voluntary public-private program:</p> <ul style="list-style-type: none"> <li>• provides a comprehensive and well-recognized system for tracking, documenting and sharing information about fuel use and freight emissions across supply chains</li> <li>• helps companies identify and select more efficient freight carriers, transport modes, equipment, and operational strategies to improve supply chain sustainability and lower costs from goods movement</li> <li>• supports global energy security and offsets environmental risk for companies and countries</li> <li>• reduces freight transportation-related emissions by accelerating the use of advanced fuel-saving technologies</li> <li>• is supported by major transportation industry associations, environmental groups, state and local governments, international agencies, and the corporate community</li> </ul>

<p>47</p>	<p>Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.</p>	<p>We are proud that Konica Minolta products meet or exceed the requirements of the world's most widely recognized certifications. When you choose our products, you can rest assured that you are making environmentally conscious decisions while maintaining high quality, performance and reliability.</p> <p>Nikkei Environmental Management Survey: Ranked #1 of 413 companies for the 2nd consecutive year in the 19th annual Nikkei Environmental Management Survey, an evaluation of sustainability initiatives in environmental and business management.</p> <p>Blue Angel: Launched in Germany in 1978 as the world's first environmental labelling system, the Blue Angel is awarded to products and services that have a smaller environmental impact. Since receiving the world's first Blue Angel certification in the field of copiers in January 1992, Konica Minolta has continued to receive certification for new products by clearing the certification bar each time it has been raised.</p> <p>Dow Jones Sustainability World Index: Highest Score in Economic and Environmental Dimensions in the Sector</p> <p>ECO LEAF Labelling: The ECO LEAF labelling provides information on the environmental impact of a product, based on quantitative measurement of the environmental performance through the product's entire life cycle, from raw material procurement to production, sales, usage, disposal, and recycling. Konica Minolta provides environmental impact data relating to its office equipment through the ECO LEAF.</p> <p>ENERGY STAR: Products that meet certain standards can be registered as ENERGY STAR devices as part do an energy saving program for office equipment. Implemented in 1995 through an agreement between the Japanese and US governments, the international program has expanded with the participation of the EU, Canada, Australia, New Zealand, Taiwan and other countries. Konica Minolta joined the ENERGY STAR program early on, and most of our products now fulfill the ENERGY STAR requirements.</p> <p>EPEAT®: Managed by the Green Electronics Council, EPEAT® has been a comprehensive environmental rating that helps identify greener computers and other electronic e equipment since 2006. Imaging equipment was added as a new product category in 2013. It ranks products as gold, silver or bronze based on fifty nine environmental performance criteria considering life cycle of imaging equipment.</p> <p>EcoLogo: North America's most widely recognized and respected environmental certification program. Launched by the Canadian Federal Government in 1988, EcoLogo has grown to serve buyers and sellers of green products throughout Canada, the United States, and around the world.</p> <p>RoHS2 &amp; Declaration of Conformity: Effective since July 2006 on the European market, the RoHS Directive (Restriction of Hazardous Substances) was superseded in January 2013 by the new RoHS 2 Directive, which integrates RoHS 2 into the Declaration of Conformity. As a result, the CE mark now covers RoHS 2 Compliance and replaces the former 'RoHS 2 and not only avoids the listed substances in the RoHS-designated products but has discontinued the use of these substances in all office products.</p> <p>Eco Mark: The Eco Mark program is operated by the Japan Environment Association (JEA), founded in 1989. Products displaying the Eco Mark symbol are certified as being useful for environmental preservation.</p> <p>Additional Certifications:          ISO 14001: ISO 14001 is an international standard for the environmental management of companies. Businesses are judged by their use of natural resources, handling of waste, energy consumption, and other criteria. In Japan, every Konica Minolta Group business and manufacturing site is ISO 14001 certified.          GRI/ISO26000/United Nations G: Konica Minolta refers international guidelines including the UN Global Compact and ISO26000 for guidance on CSR activities. The CSR Report, which consists of a booklet and website pages, contains Standard Disclosures from the 4th edition of the GRI Sustainability Reporting Guidelines (G4).          Dow Jones Sustainability World Index: Konica Minolta has been named to the Dow Jones Sustainability World Index (DJSI World) for eight years in a row in recognition of its economic, environmental and social performance. Konica Minolta has also been named to the Dow Jones Sustainability Asia Pacific Index (DJSI Asia Pacific) for the eleventh consecutive year.</p>
<p>48</p>	<p>Describe your strategy related to ecosystem partners for additional functionalities or capabilities.</p>	<p>We have an open partnership mindset that is integral to our strategy for delivering additional functionalities and capabilities to our clients. Our approach is centered on strengthening our core offerings while leveraging the complementary strengths of Independent Software Vendors (ISVs), Strategic Partners, and Small and Disadvantaged Businesses.</p> <p>Our ecosystem partnership strategy involves collaborating with ISVs to integrate innovative software solutions that enhance and extend the capabilities of our products. These partnerships enable us to offer specialized functionalities that meet the diverse needs of our clients, ensuring that they receive the most advanced and comprehensive solutions available.</p> <p>We also work closely with strategic partners to co-develop and co-market solutions that provide added value. By combining our expertise with that of our partners, we can deliver integrated solutions that address complex business challenges and drive operational efficiency. These partnerships allow us to stay at the forefront of technological advancements and continuously offer cutting-edge solutions to our clients.</p> <p>Moreover, we are committed to fostering relationships with Small and Disadvantaged Businesses. By partnering with these entities, we not only support economic diversity and inclusion but also gain access to unique perspectives and innovative approaches that enrich our solution offerings. This commitment aligns with our values of social responsibility and community support, ensuring that our clients benefit from a wide range of high-quality, diverse solutions. Our open partnership mindset enables us to bring continual value to our clients by integrating the best capabilities from a broad network of ecosystem partners, ensuring that our solutions remain robust, flexible, and future-ready.</p>
<p>49</p>	<p>Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or HUB partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.</p>	<p>While Konica Minolta is not a small, minority or woman owned business enterprise, we are committed to the sourcing of materials and services from suppliers who are at least 51% owned and operated by one of the following categories or ethnicities:</p> <ul style="list-style-type: none"> <li>● Small Disadvantaged Businesses</li> <li>● Minority-owned businesses</li> <li>● Women-owned businesses</li> <li>● Disabled-owned businesses</li> <li>● Veteran-owned businesses</li> <li>● LGBT businesses</li> </ul> <p>In all aspects of our purchasing and performance we encourage the utilization of Minority, Women Owned, and Disadvantaged business enterprises. On many contracts, Konica Minolta utilizes these enterprises to support the lease financing, delivery and service maintenance needs of our devices.</p> <p>Additionally, our Strategic Alliance program works to establish partners or teams with companies that have minority or hub zone certification both on a State and Federal level to pursue both public sector and private sector business opportunities. The Strategic Alliance program allows Konica Minolta to form partnerships with the following minority certifications (Women Owned, African American Owned, Veteran Owned, Asian American Owned, Native owned and Hispanic American Owned) in support of opportunities within specific geographies or in support of specific contracts. Partnerships are based on the needs of the specific opportunity, statement of work, partner's useful business function in overall solution, financial viability, contract requirements and client need / preference. Once a partner is selected, a teaming agreement is drafted which is primarily governed by the statement of work associated with the opportunity. Konica Minolta can provide specific examples of some of our partnerships upon request.</p>

<p>50</p>	<p>What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?</p>	<p>Konica Minolta employs over 5,155 people nationwide within our direct branches, and over 300 authorized dealers nationwide. We maintain 12 national distribution centers, including a major distribution warehouse complex in Brooks, Kentucky, just minutes from a central UPS shipping hub, conveniently allowing us to serve the intelligent information management needs of client companies throughout North America in a minimum amount of time. Over the past 15 years, Konica Minolta has expanded upon its portfolio and is now a leader in, intelligent information management, security solutions, technology optimization and cloud services. Intelligent Information Management offers a range of unique attributes that set us apart in the industry and provide significant benefits to Sourcwell participating entities. Our commitment to innovation, customer-centric approach, and robust suite of solutions are key differentiators that make our offerings exceptional.</p> <p>Unique Attributes</p> <ul style="list-style-type: none"> <li>• <b>Innovative Technologies:</b> We are at the forefront of technological advancements, incorporating cutting-edge features such as Natural Language Processing (NLP), AI Decision Engines, Intelligent Document Processing (IDP), and advanced machine learning capabilities. These technologies enhance data analysis, automate workflows, and provide intelligent insights, empowering organizations to operate more efficiently and effectively.</li> <li>• <b>Customization and Flexibility:</b> Our solutions are highly customizable to meet the specific needs of Sourcwell participating entities. We understand that each organization has unique requirements, and we offer tailored configurations, integrations, and custom development to ensure that our solutions align perfectly with your operational goals.</li> <li>• <b>Seamless Integration:</b> Our products are designed for seamless connectivity with a wide range of enterprise systems, including CRM, ERP, and IIM platforms. This interoperability ensures that data can flow smoothly across systems, eliminating silos and enhancing overall efficiency.</li> <li>• <b>Comprehensive Support:</b> We provide end-to-end support, from initial consultation and implementation to ongoing maintenance and upgrades. Our dedicated team of experts is committed to ensuring that your organization derives maximum value from our solutions, with minimal disruption and optimal performance.</li> <li>• <b>Sustainability Commitment:</b> Konica Minolta as a company is deeply committed to environmental sustainability. Our hardware products are recognized for their energy efficiency and environmental management standards, reflecting our broader commitment to sustainable practices.</li> </ul> <p>Unique Solutions for Sourcwell Participating Entities:</p> <ul style="list-style-type: none"> <li>• <b>Public Sector Focused Solutions:</b> We offer specialized solutions such as our Veterans Services Solution, designed to meet the unique needs of public sector entities. This solution streamlines processes, improves service delivery, and enhances data management for veteran services, providing increased value for public service agencies.</li> <li>• <b>Cross-Selling Capabilities:</b> Our solutions include advanced features that enable cross-selling opportunities, such as integrating Data Cloud and Tableau with OnBase customers. This functionality helps organizations maximize their existing investments and drive additional value from their technology stack.</li> <li>• <b>Co-Pilot Capabilities:</b> Our Co-pilot features simplify administration and configuration across our solutions, providing intelligent guidance and automating routine tasks. This innovation reduces the complexity of managing our systems, allowing your staff to focus on strategic initiatives rather than administrative burdens.</li> <li>• <b>Diverse Ecosystem Partnerships:</b> We leverage a broad network of ecosystem partners, including ISVs, strategic partners, and small and disadvantaged businesses. This approach ensures that we can offer a wide range of complementary solutions and services, enhancing the overall value and capabilities of our offerings.</li> </ul> <p>Konica Minolta's unique blend of innovative technology, customizable solutions, seamless integration, comprehensive support, and sustainability commitment makes us an ideal partner for Sourcwell participating entities. We are dedicated to helping you achieve your strategic objectives with solutions that are tailored to your needs and designed to deliver long-term value.</p>
<p>51</p>	<p>If applicable, how does your solution facilitate increased citizen engagement and feedback in public sector processes?</p>	<p>Our solutions are designed to facilitate increased citizen engagement and feedback in public sector processes, enhancing transparency, accessibility, and responsiveness. We understand the importance of fostering strong connections between public sector entities and the communities they serve. Here are some key ways our solutions support citizen engagement:</p> <ul style="list-style-type: none"> <li>• <b>Enhanced Communication Channels:</b> Our solutions provide multiple channels for citizens to interact with public sector entities, including web portals, mobile applications, and virtual assistants. These channels enable citizens to access information, submit inquiries, and provide feedback easily and conveniently. By offering various touchpoints, we ensure that citizens can engage with their government in a manner that suits their preferences and needs.</li> <li>• <b>Streamlined Service Requests:</b> We offer integrated service request management systems that allow citizens to report issues, request services, and track the status of their requests in real-time. These systems streamline the process of submitting and resolving service requests, increasing efficiency and transparency. Citizens can receive updates and notifications, ensuring they are informed throughout the process.</li> <li>• <b>Transparency and Open Data:</b> Our solutions support open data initiatives by providing tools for public sector entities to publish data and information transparently. Citizens can access public records, budgets, project updates, and other important information, promoting accountability and trust. Open data portals also allow citizens to analyze and utilize government data for various purposes, enhancing civic engagement.</li> </ul> <p>By leveraging these features, Konica Minolta's solutions significantly enhance citizen engagement and feedback mechanisms in public sector processes. We are committed to helping public sector entities build stronger, responsive and more transparent relationships with their communities.</p>
<p>52</p>	<p>How does your solution support digital transformation initiatives within the public sector, including cloud adoption, mobile access, and digital service delivery?</p>	<p>Konica Minolta Intelligent Information Management is dedicated to supporting digital transformation initiatives within the public sector by providing solutions that facilitate cloud adoption, mobile access, and digital service delivery. Our comprehensive approach ensures that public sector entities can modernize their operations, enhance service delivery, and improve overall efficiency and accessibility.</p> <ul style="list-style-type: none"> <li>• <b>Cloud Adoption:</b> Our solutions are designed with cloud-first principles, enabling public sector entities to leverage the scalability, flexibility, and cost-efficiency of cloud computing. We offer robust cloud-based platforms that support a wide range of functions, from document management to workflow automation. These platforms ensure secure data storage, seamless access, and high availability, allowing organizations to scale their operations as needed. Our cloud solutions also comply with stringent security and compliance standards, ensuring that sensitive public sector data is protected.</li> <li>• <b>Mobile Access:</b> To support the increasing need for mobility, our solutions provide comprehensive mobile access capabilities. Public sector employees and citizens can access services, information, and workflows from any device, anywhere, at any time. Our mobile-friendly interfaces and applications ensure that users have a consistent and efficient experience, whether they are using a smartphone, tablet, or desktop. This mobility enhances productivity for public sector workers and improves accessibility for citizens, making it easier for them to engage with government services on the go.</li> <li>• <b>Digital Service Delivery:</b> Our solutions are built to transform traditional public sector services into digital services, enhancing efficiency and user experience. Key features include: <ul style="list-style-type: none"> <li>• <b>Online Portals:</b> We provide user-friendly online portals that enable citizens to access services, submit applications, and track the status of their requests digitally. These portals are designed to be intuitive and accessible, reducing the need for in-person visits and paperwork.</li> <li>• <b>Automated Workflows:</b> Our solutions automate routine processes, such as application processing, approvals, and notifications, reducing manual intervention and accelerating service delivery. This automation not only improves efficiency but also minimizes errors and ensures consistency.</li> <li>• <b>Data Analytics and Reporting:</b> Our solutions include advanced data analytics and reporting capabilities that provide insights into service performance and citizen interactions. Public sector entities can use these insights to make informed decisions, optimize processes, and improve service delivery.</li> </ul> </li> </ul> <p>By incorporating these features, Konica Minolta's solutions empower public sector entities to successfully navigate their digital transformation journey. We provide the tools and support needed to modernize operations, enhance service delivery, and meet the evolving needs of the communities they serve.</p>

**Table 9A: Warranty**

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure.

You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
53	Do your warranties cover all products, parts, and labor?	All third party hardware and software furnished by Konica Minolta hereunder are subject exclusively to the respective manufacturer's warranty. Konica Minolta shall pass through to Sourcewell members all such applicable warranties.  In the event of any service warranty claim, Konica Minolta or 3rd party (Consultant) shall re-perform any deficient services, or, if Consultant is unable to remedy such deficiency within thirty (30) days, to void the invoice for the deficient services. Consultant shall have no obligation with respect to a warranty claim (i) if notified of such claim more than thirty (30) days after the services in question were first performed or (ii) if the claim is the result of third-party hardware or software failures, or the actions of the end user or a third party. THE FOREGOING IS THE ONLY WARRANTY MADE BY CONSULTANT. CONSULTANT HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. ALL SOFTWARE AND HARDWARE PROVIDED OR INSTALLED BY CONSULTANT HEREUNDER ARE SUBJECT EXCLUSIVELY TO THE RESPECTIVE MANUFACTURER'S WARRANTY
54	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	All software and hardware provided or installed by Konica Minolta are subject exclusively to the respective manufacturer's warranty.
55	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Where applicable, for hardware and equipment, Our warranties cover the expense of technicians' travel time and mileage to perform warranty repairs, ensuring that our clients receive prompt and efficient service without additional costs.
56	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs?  How will Sourcewell participating entities in these regions be provided service for warranty repair?	None in the United States We have geographic regions of Canada where we would not be able to market the resulting contract. We can identify these areas upon request post award.
57	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	All third party hardware and software furnished by Konica Minolta hereunder are subject exclusively to the respective manufacturer's warranty. Konica Minolta shall pass through to Sourcewell members all such applicable warranties
58	What are your proposed exchange and return programs and policies?	Please refer to attached documentation in the "Table 9 A Warranty " zip file related to Kodak and Epson scanners exchange and return policies.
59	Describe any service contract options for the items included in your proposal.	The maintenance and warranty pricing options vary by product and service in our proposal. The pricing and length of time is noted in the description of the available maintenance and/or warranty line item.

**Table 9B: Performance Standards or Guarantees**

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
60	Describe any performance standards or guarantees that apply to your services	We are committed to providing service and support that aligns with industry-leading Service Level Agreements (SLAs). Our performance standards and guarantees encompass key metrics such as response times, up-times, and overall service quality. The specific terms of our SLAs are related to the particular solution and software being proposed. However, our standards consistently meet or exceed industry norms to ensure that our clients receive reliable and high-quality support. These SLAs are designed to maximize system availability, minimize downtime, and ensure prompt resolution of any issues that may arise.
61	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	Konica Minolta's support services adhere to the following standards and guarantees: Standard Response Timeframes <ul style="list-style-type: none"> <li>Severity 1 Issues: Respond within 1 working hour.</li> <li>Severity 2 Issues: Respond within 4 working hours and use best efforts to restore.</li> <li>Severity 3 Issues: Respond within 1 working day, provide fixes within a reasonable time, and inform the client when fixes will be provided.</li> </ul> Severity Definitions <ul style="list-style-type: none"> <li>Severity 1: Complete system or critical business function failure. The solution is completely unavailable for all critical business units.</li> <li>Severity 2: No system failure, but critical system functions are inaccessible or unusable due to serious performance degradation.</li> <li>Severity 3: Application not performing per documentation but users can perform basic job functions with alternate procedures.</li> </ul> Standard Issue Prioritization: <ul style="list-style-type: none"> <li>Based on the severity of the issue and the order in which they are received.</li> <li>Customer emergencies take precedence over non-emergencies.</li> </ul> Supported Items: <ul style="list-style-type: none"> <li>Software: Any software with a current support or maintenance contract.</li> <li>Hardware: Troubleshoot hardware associated with the Konica Minolta solution to determine the root cause.</li> </ul> Conditions for Fee-based Resources <ul style="list-style-type: none"> <li>Issues related to system performance, external applications, or requested changes.</li> <li>Consulting, how-to, and training type questions.</li> </ul> Customer Expectations <ul style="list-style-type: none"> <li>Respond to follow-up attempts within three tries.</li> <li>Provide a means for remote access for technical support.</li> <li>Maintain an internal escalation point for technical issues.</li> </ul> Contact Information <ul style="list-style-type: none"> <li>Main Phone Support Line: 1-800-362-8772 (Option #1), 8:00 AM – 8:00 PM East</li> <li>Email Support Address: iim.support@kmbbs.konicaminolta.us</li> <li>After Hours Support: By appointment or for critical production down situations.</li> </ul> These policies ensure timely and efficient support, aligning with Konica Minolta's goal to maximize the benefits of the solutions provided to customers.

62	Describe your data integrity and protection standards, data backup, recovery, and secure storage solutions.	<p>We prioritize data integrity and protection, offering robust solutions for data backup, recovery, and secure storage. Our standards are consistent with, or exceed, industry norms to ensure that our clients' data remains secure and accessible.</p> <p><b>Data Integrity and Protection Standards:</b> We implement comprehensive data protection measures, including encryption, access controls, and regular security audits. Our solutions comply with industry standards such as GDPR, HIPAA, and other relevant regulations to ensure the highest level of data security and privacy.</p> <p><b>Data Backup and Recovery:</b> Our data backup solutions are designed to safeguard your data against loss or corruption. We offer automated, regular backups to multiple locations, ensuring data redundancy and quick recovery in case of an incident. Our recovery point objectives (RPO) and recovery time objectives (RTO) are tailored to meet the specific service levels selected by our clients, ensuring minimal data loss and rapid restoration of services.</p> <p><b>Secure Storage Solutions:</b> We provide secure data storage solutions that include advanced encryption both in transit and at rest, multi-factor authentication, and continuous monitoring for unauthorized access. Our storage systems are designed to ensure high availability and reliability, with specific uptimes guaranteed based on the chosen service levels.</p> <p>By adhering to these stringent data integrity and protection standards, we ensure that Sourcewell Participating Entities can rely on Konica Minolta for secure, dependable, and efficient data management solutions.</p>
63	What are your policies and governance features regarding large language models and generative AI?	<p>Konica Minolta Intelligent Information Management has adopted a cautious yet pragmatic approach to large language models and generative AI. Our policies and governance features are designed to ensure that these advanced technologies are used responsibly and effectively.</p> <ul style="list-style-type: none"> <li>• <b>Collaborative Guidance:</b> We rely on the expertise of the software developers we work with to provide detailed guidance on the specific capabilities and safe use of large language models and generative AI. These developers are at the forefront of AI research and implementation, ensuring that our solutions leverage the latest advancements while adhering to best practices.</li> <li>• <b>Customer Best Practices:</b> We encourage our customers to follow best practices for data protection and information governance when using AI technologies. This includes ensuring data privacy, maintaining transparency in AI decision-making processes, and implementing robust security measures to protect sensitive information.</li> <li>• <b>Ethical Use:</b> We emphasize the ethical use of AI, promoting transparency, accountability, and fairness in AI applications. Our policies ensure that AI solutions are designed and deployed to prevent biases, discrimination, and other unethical practices.</li> <li>• <b>Continuous Monitoring and Improvement:</b> Our governance framework includes continuous monitoring of AI systems to ensure they operate as intended and adhere to established guidelines. We regularly update our policies to reflect new insights, technologies, and regulatory requirements.</li> </ul> <p>By adopting this cautious yet pragmatic approach, Konica Minolta ensures that large language models and generative AI are used responsibly and effectively, providing value to Sourcewell Participating Entities while safeguarding data integrity and privacy.</p>
64	User Accessibility: How does your software ensure accessibility for all users, including those with disabilities, in compliance with standards?	<p>Ensuring accessibility for all users, including those with disabilities, is core to our mission. We are exceptionally focused on delivering solutions and partnering with companies that are committed to accessibility and inclusion.</p> <ul style="list-style-type: none"> <li>• <b>Commitment to Accessibility:</b> We design our software solutions with accessibility in mind, ensuring they comply with established standards such as the Web Content Accessibility Guidelines (WCAG) and Section 508 of the Rehabilitation Act. This ensures that our solutions are usable by individuals with various disabilities, including visual, auditory, motor, and cognitive impairments.</li> <li>• <b>Inclusive Design Principles:</b> Our development process incorporates inclusive design principles from the outset. This includes conducting user research with diverse groups, implementing accessible design elements, and performing regular accessibility testing. We prioritize features such as keyboard navigation, screen reader compatibility, adjustable text sizes, and high-contrast modes to cater to different user needs.</li> <li>• <b>Partnerships with Accessibility Experts:</b> We partner with companies and organizations that specialize in accessibility to ensure our solutions meet the highest standards. These partnerships provide us with the expertise and resources needed to continually enhance the accessibility of our products.</li> <li>• <b>Ongoing Training and Education:</b> We provide ongoing training and education for our development teams to keep them informed about the latest accessibility standards and best practices. This ensures that accessibility remains a top priority throughout the software development lifecycle.</li> <li>• <b>User Feedback and Continuous Improvement:</b> We actively seek feedback from users with disabilities to understand their experiences and identify areas for improvement. This feedback is invaluable in helping us refine our solutions and ensure they meet the diverse needs of all users.</li> </ul> <p>By focusing on accessibility and partnering with experts in the field, Konica Minolta ensures that our software solutions are inclusive and accessible to everyone, aligning with our mission to deliver exceptional value to all users.</p>

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *
65	Describe your payment terms and accepted payment methods.	Net 30 days
66	Describe any leasing or financing options available for use by educational or governmental entities.	<p>Konica Minolta has several financing options we can offer Sourcewell members:</p> <p>NCL will offer leasing terms from 12-72 months on transactions from \$15,000.00 and up. Programs will be offered with Tax Exempt Municipal Lease Purchase agreements as well \$1.00 Purchase Options.</p> <p>Konica Minolta Premier Finance (USA)</p> <p>We administer financing through our Konica Minolta Premier Finance (KMPF) program. KMPF is the private label leasing program of Konica Minolta. We hold a portion of the transactions we originate internally as leases and rentals. The balance of our transactions are billed and collected by a wide variety of financial services partners from large banks to specialty services providers. Any transaction that we assign, only the rights, title and interest in the equipment portion of a lease payment pass to a partner, with all other contractual obligations remaining with Konica Minolta. All transactions are governed by extensive Operating Agreements designed to protect our customers and ensure a world-class customer experience.</p> <p>Through these financing programs, we can offer the following suite of Finance Solutions:</p> <ol style="list-style-type: none"> <li>1. Dollar Buyout Leases – 24 - 60 month terms (applicable only to Hardware Financing)</li> <li>2. True Municipal Finance Programs – 24 - 60 month terms <ul style="list-style-type: none"> <li>• Minimum transaction size \$20,000 and the customer must qualify</li> </ul> </li> <li>3. Software Only Finance Program – 24 - 60 month term</li> <li>4. Purchase Order Only Lease Program (ancillary documents may be required). <ul style="list-style-type: none"> <li>• Customer Must Qualify</li> <li>• Details on Purchase Order Only Program are provided below.</li> <li>• Purchase Order only transactions. The following language must be incorporated into the members or participating entity's purchase order: <ul style="list-style-type: none"> <li>• This purchase order incorporates the terms and conditions of the Konica Minolta Sourcewell Contract No. XXXX specifically those financing terms from the Financing Agreement referenced in Table 10, attached to Contract as Exhibit A and Exhibit A-1 as set forth in <a href="https://kmbs.konicaminolta.us/kmbs/microsites/sourcewell">https://kmbs.konicaminolta.us/kmbs/microsites/sourcewell</a> contract for full terms and conditions that govern and control financing transactions which we have read and expressly agree to be bound by, as the controlling terms over any preprinted terms stated on this purchase order.</li> </ul> </li> </ul> </li> </ol> <p>We have included our KMPF Finance Agreements in our bid response. The KMPF Finance agreements are separate and standalone agreements. In event of any conflicts among the terms or conditions of the Sourcewell Contract #XXXX and/or Contract regarding the financing of any Equipment, Product or Services (as defined in RFP 101223 Section II.B.), the Financing Agreement terms shall control.</p> <p>Several states have recently implemented certain rules requiring specific disclosures as it relates to financing. As of 1/1/2024 there are 5 states, with 14 additional states expected to follow. Due to these disclosures, leasing, while still available, may have slight variations to the origination process, including showing the "Bank" as lessor. As with all leases originated through Konica Minolta, we remain fully obligated to perform our contractual commitments under the contract.</p> <p>Konica Minolta Premier Finance Canada</p> <p>We administer financing through our KMPF program. Konica Minolta Premier Finance is the private label leasing program of Konica Minolta Business Canada Solutions (Canada) Ltd. Our transactions are billed and collected by a wide variety of financial services partners from large banks to specialty services providers. Any transaction that we assign, only the rights, title and interest in the equipment portion of a lease payment pass to a partner, with all other contractual obligations remaining with Konica Minolta. All transactions are governed by extensive Operating Agreements designed to protect our customers and ensure a world-class customer experience.</p> <p>Through the KMPF program, we can offer the following suite of Finance Solutions:</p> <ol style="list-style-type: none"> <li>1. Dollar Buyout Leases – 24 - 60 month terms.</li> <li>2. Software Only Finance Program – 24 - 60 month term.</li> </ol>
67	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	<p>Konica Minolta establishes a Master Agreement ("MA") in SAP at time of award, which represents the complete contractual relationship between Konica Minolta and a customer or group of related customers. This MA # directly correlates to the issued contract number.</p> <p>Order documents are prepared for either purchase or lease and submitted directly to the assigned dedicated Account Management Team. The order department will then process the order through our SAP-based operations system against the assigned MA number, once orders are processed the transactions data automatically flows through our SAP-based operating system.</p> <p>Upon receipt of an order request from a client the Konica Minolta Account Representative will process the requested order as follows:</p> <ol style="list-style-type: none"> <li>1. Requested order is immediately input from the order- processing center through the Konica Minolta Corporate Order Entry System.</li> <li>2. Within 24 hours an Order Number is generated against the order input.</li> <li>3. Within 24 hours inventory is checked for availability at the Branch Servicing Center.</li> <li>4. If applicable, upon confirmation of inventory availability, a serial number is assigned to the order.</li> <li>5. Upon generation of software licenses, customers are provided a copy of the software licenses via email.</li> <li>6. 48 hours after licenses being distributed, the invoice number is generated.</li> <li>7. Upon software license distribution, the Konica Minolta Professional Services Team will schedule for implementation as required.</li> </ol>
68	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	<p>Konica Minolta readily accepts and supports the use of procurement cards for ordering hardware and chargeable supplies. P-card transactions will incur a 3% surcharge to the member when payment is processed via p-card. This charge covers the fees assessed by the individual credit card companies. This fee is subject to change. Members may also pay by check, ACH or bank debit to avoid the surcharge.</p>

**Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
69	Describe your pricing model (e.g., line-item discounts or product-category discounts).  Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Konica Minolta is providing Sourcwell participating members product category discounts from MSRP in our proposal. We have provided our pricing schedule in detail on the attached excel file (including MSRP, SKU's, and Sourcwell discounted price). Due to the varying requirements of IIM from member agencies, certain line items within the catalog may be expressed as \$0, \$.01 or \$1. For clarification, \$0 line items reflect no cost to the agency, whereas \$.01 - \$1 line items reflect a need for scope of work development and the cost is unable to be provided in this format and determined by the specific needs of the agency. This is an industry standard practice. Please see the attached price list and MSRP price that have been uploaded in the document attachments section of this response.  In Canada prices will be converted to Canadian Dollars in the month in which the quote is provided to Customer according to the average exchange rate between U.S. Dollars and Canadian Dollars over the preceding ninety (90) days as published on www.oanda.com. Such converted pricing will be valid for sixty (60) days from the issuance of the quote and will be readjusted, if necessary, if any order is not executed within such sixty (60) day validity period.
70	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Up to 5% off MSRP: <ul style="list-style-type: none"> <li>- Category 1: Core Administrative Systems</li> <li>- C. Accounts Payable, Accounts Receivable, Billing, or Revenue Collection Solutions</li> <li>- D. Procure-to-Pay and Contract Management Systems</li> <li>- Category 2: Education and Public Sector Information and Work Management</li> <li>- C. Work Management Software</li> <li>- D. Enterprise Content Management/Records Management</li> <li>- E. Enrollment Management Systems.</li> <li>- Category 4: Public Engagement and Specialized Services</li> <li>- D. Citizen Relationship/Engagement Management</li> </ul> 0% off MSRP - Delivery and Installation Services
71	Describe any quantity or volume discounts or rebate programs that you offer.	Konica Minolta will look at each opportunity on a case by case basis, and will offer spot discounting based on the participating agency's needs, and the competitiveness of that particular market.
72	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Depending on the product or service that was needed, if it falls within the scope of the resulting contract, we would first attempt to get the item added to the contract. If for some reason the customer needed it right away or we were not able to add it, Konica Minolta will offer them an open market price, based on a discount from MSRP. Depending on the product or service, the customer may have to sign our Konica Minolta standard terms and conditions for the open market items. OCONUS (Outside the Continental US) deliveries are offered on an Open Market FOB Origin basis. If premium routing is requested, the additional charge shall be added as a separate item to Konica Minolta's invoice on an Open Market basis. This will be quoted at time of request.
73	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response.  This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	We have listed pricing for the following on our price list: <ul style="list-style-type: none"> <li>• Installation</li> <li>• Training</li> <li>• Professional Services</li> <li>• Delivery</li> <li>• Delivery to remote areas of Alaska and Hawaii (case by case)</li> </ul> For Software and Services all items are identified individually on our price list.
74	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Shipping charges are included in the 48-contiguous states.
75	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight charges are additional. If premium routing is requested, the additional charge shall be added as a separate item to Konica Minolta's invoice on an Open Market basis.
76	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Konica Minolta has included all of our standard delivery and installation methods in our proposal. In the past, we have utilized very unique abilities to provide critical services, for example; Installation with cranes, and deliveries to very remote areas via snowmobiles, bush pilots and ferries. Although rare, we are committed to thinking outside the box and exhausting every method needed to meet the needs of our clients.

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
77	d. other than what the Proposer typically offers (please describe).	Konica Minolta discounts are similar as what we typically offer to cooperative procurement organizations, or state purchasing departments.

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
78	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell.  This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.  Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Konica Minolta uses a customized version of SAP that will enable us to assign a specific internal Master Agreement number for the Sourcewell contract. The master agreement will represent the complete contractual relationship between Konica Minolta and Sourcewell, including terms and conditions and pricing information. We will also be able to use the master agreement number to pull all billing activity for reporting and payment of any administrative fees.  Master Agreement, orders and administrative fee payment and reporting will be managed by our Konica Minolta Direct Administration team. Additionally, we are subject to JSOX procedures that ensure thorough checks and balances and periodic audits to confirm that appropriate terms and conditions and pricing have been approved and are correctly loaded to the master agreement. Japan's Financial Instruments and Exchange Law is considered the Japanese version of Sarbanes-Oxley (SOX). The J-SOX compliance law introduces strict rules for the internal control of financial reporting in order to protect investors by improving the accuracy and reliability of corporate disclosures.  Konica Minolta has a Business Intelligence Resource group that handles our sales reporting. We have dedicated individuals that handle all of our government contract sales reporting. They are very familiar with the process, and understand the importance of keeping Konica Minolta in compliance with our contracts. The State and Cooperative Contract Manager, Kristen McKenna, has overall responsibility for the day to day contract compliance, as well as the sales reporting and remittance of all rebates. We ensure that reports and rebates are submitted timely to our public sector customers.
79	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Konica Minolta's Public Sector Team understands that the award of a national cooperative contract does not end its process. We are constantly evaluating contracts within our cooperative contract portfolio to understand the strengths and weaknesses with each. As such among our internal metrics are the following examples:  <ul style="list-style-type: none"> <li>• Monthly Revenue: Revenue reporting provides the guidance to evaluate the strengths and weaknesses of our use of the national cooperative contract. This information allows us to pivot with the field sales organization to advance the contract within specific participating entity sectors.</li> <li>• Big Hits - We track transactions over \$250K, \$500K, and \$1M. We set growth goals for each category and monitor progress quarterly by market, by product, and by contract.</li> </ul> Campaign ROI: Our Customer Relationship Management tool allows us to assign identifications to marketing campaigns. We use this detail to analyze the success of prospecting and conversion to sales. This ROI information allows use to address regions that are underperforming in their effort and develop best practices where region have found success.
80	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods.  (See the RFP and template Contract for additional details.)	Konica Minolta proposes a standard administrative fee payable to Sourcewell as follows: 1% on all categories.

**Table 14: Depth and Breadth of Offered Equipment Products and Services**

Proposers including solutions offered within the scope of Categories 1, 2, 3, and 4 within its singular proposal must designate they are seeking award in **Category 5** in the Sourcewell Procurement Portal. Proposers seeking award in Category 1, 2, 3, or 4, as defined herein must make that designation below. Proposers may only receive an award within the Category(-ies) they designate. Sourcewell reserves the right to re-categorize any designation as it deems appropriate.

Line Item	Category Selection	Offering *
81	Category 1: Core Administrative Systems	<input checked="" type="radio"/> Yes <input type="radio"/> No
82	Category 2: Education and Public Sector Information and Work Management	<input checked="" type="radio"/> Yes <input type="radio"/> No
83	Category 3: Asset and Risk Management	<input type="radio"/> Yes <input checked="" type="radio"/> No
84	Category 4: Public Engagement and Specialized Services	<input checked="" type="radio"/> Yes <input type="radio"/> No
85	Category 5: Integrated Enterprise Solutions	<input type="radio"/> Yes <input checked="" type="radio"/> No

**Table 15: Category 1 - Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the listed types of software are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers submitting a proposal in Category 1 will be submitting in the broad category that includes Core Administrative Systems. See RFP Section II. B. 1 for details.

We will not be submitting for Table 15: Category 1 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Comments
86	Human Resources Software	<input type="radio"/> Yes <input checked="" type="radio"/> No	While we do not offer dedicated Human Resources Software, our solutions can be effectively configured to meet the needs of human resources departments. Our robust and flexible platforms support various HR functions, including workflows, employee file management, and more.
87	Financial Performance, Spend, or Expense Management Software	<input type="radio"/> Yes <input checked="" type="radio"/> No	While we do not offer dedicated Financial Performance, Spend, or Expense Management Software, our solutions can be effectively configured to meet the needs of financial departments. Our robust and flexible platforms support various financial functions, including workflows, expense tracking, budget management, and more.
88	Accounts Payable, Accounts Receivable, Billing, or Revenue Collection Solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	Our solutions can be effectively configured to meet the needs of financial departments, specifically for Accounts Payable, Accounts Receivable, Billing, and Revenue Collection. Our robust and flexible platforms support automating and streamlining key financial processes, ensuring secure storage and management of financial records, and providing comprehensive reporting and analytics capabilities. By integrating with existing financial systems and offering customizable workflows, our solutions help finance teams improve accuracy, efficiency, and compliance, thereby enhancing overall financial management.
89	Procure-to-Pay and Contract Management Systems	<input checked="" type="radio"/> Yes <input type="radio"/> No	Our solutions are tailored to support Procure-to-Pay and Contract Management Systems by automating workflows, securely managing documents, and integrating seamlessly with existing financial systems. We offer robust features for tracking procurement processes, managing contracts, and ensuring compliance with organizational policies. With customizable workflows and comprehensive reporting capabilities, our solutions enhance efficiency and accuracy in procurement and contract management.



**Table 16: Category 2 - Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the listed types of software are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers submitting a proposal in Category 2 will be submitting in the broad category that includes Education and Public Sector Information and Work Management. See RFP Section II. B. 1 for details.

We will not be submitting for Table 16: Category 2 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Comments
90	Student Information System (SIS)	<input type="radio"/> Yes <input checked="" type="radio"/> No	No
91	Learning Management System (LMS)	<input type="radio"/> Yes <input checked="" type="radio"/> No	No
92	Work Management Software	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes
93	Enterprise Content Management/Records Management	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes
94	Enrollment Management Systems	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes

**Table 17: Category 3 - Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the listed types of software are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers submitting a proposal in Category 3 will be submitting in the broad category that includes Asset and Risk Management. See RFP Section II. B. 1 for details.

We will not be submitting for Table 17: Category 3 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Comments
95	Computerized Maintenance Management System (CMMS)	<input type="radio"/> Yes <input type="radio"/> No	
96	Facility Management Software	<input type="radio"/> Yes <input type="radio"/> No	
97	Energy Management Software	<input type="radio"/> Yes <input type="radio"/> No	
98	Insurance and Risk Management	<input type="radio"/> Yes <input type="radio"/> No	
99	Environmental, Health, and Safety (EHS) management	<input type="radio"/> Yes <input type="radio"/> No	

**Table 18: Category 4 - Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the listed types of software are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers submitting a proposal in Category 4 will be submitting in the broad category that includes Public Engagement and Specialized Services . See RFP Section II. B. 1 for details.

We will not be submitting for Table 18: Category 4 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Comments
100	Court, Corrections, and Justice System	<input type="radio"/> Yes <input checked="" type="radio"/> No	No
101	Municipal Services, Inspections, Licensing, Grants, Tax, and Permitting Management Solutions	<input type="radio"/> Yes <input checked="" type="radio"/> No	No
102	Parks and Recreation Software	<input type="radio"/> Yes <input checked="" type="radio"/> No	No
103	Citizen Relationship/Engagement Management	<input checked="" type="radio"/> Yes <input type="radio"/> No	At Konica Minolta Intelligent Information Management, we pride ourselves on our strong partnerships with leading technology providers, including Tungsten Automation, Square 9, Salesforce. These collaborations enable us to deliver comprehensive Citizen Relationship and Engagement Management solutions that are both robust and innovative

**Table 19: Category 5 - Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the listed types of software are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers submitting a proposal in Category 5 will be submitting in the broad category that includes Integrated Enterprise Solutions. See RFP Section II. B. 1 for details.

We will not be submitting for Table 19: Category 5 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Comments
104	Comprehensive suites that encompass Enterprise Resource Planning (ERP) and at least one solution from EACH category 1-4 above	<input type="radio"/> Yes <input type="radio"/> No	

**Table 20: Depth and Breadth of Offered Equipment Products and Services**

Line Item	Question	Response *
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<p>105</p>	<p>Provide a detailed description of the equipment, products, and services that you are offering in your proposal.</p>	<p>We are pleased to present a detailed description of the equipment, products, and services included in our proposal, focusing on our collaborations with Tungsten Automation, Nintex, Jadu, Square 9, Accelrate, UiPath, Automation Anywhere, Requordit, and Microsoft. Each of these partnerships brings unique strengths to our comprehensive solutions, ensuring that Sourcewell Participating Entities benefit from the latest in technology and innovation.</p> <p><b>Tungsten Automation:</b> Our partnership with Tungsten Automation provides advanced automation solutions that streamline various business processes. Tungsten Automation offers robust tools for automating workflows, improving efficiency, and reducing manual intervention. Their solutions are designed to integrate seamlessly with existing systems, providing scalable automation that enhances operational productivity.</p> <p><b>Nintex:</b> Nintex offers powerful workflow automation and business process management solutions. By integrating Nintex into our offerings, we enable organizations to automate complex processes, improve collaboration, and ensure compliance. Nintex's intuitive design and extensive capabilities make it easier to streamline tasks, manage approvals, and enhance overall efficiency.</p> <p><b>Jadu:</b> Jadu specializes in digital engagement platforms that enhance citizen interactions and service delivery. Their solutions include content management systems (CMS) and customer relationship management (CRM) tools that are tailored for public sector use. Jadu's platforms are designed to improve user experience, facilitate better communication, and provide efficient service delivery to citizens.</p> <p><b>Square 9:</b> Square 9 provides comprehensive content management and document capture solutions. Our collaboration with Square 9 enables us to offer advanced document management capabilities, including automated data capture, secure storage, and easy retrieval. Their solutions help organizations streamline document-intensive processes, ensuring that information is easily accessible and well-organized.</p> <p><b>Accelrate:</b> Accelrate offers specialized services in robotic process automation (RPA) and intelligent automation. By partnering with Accelrate, we provide expertise in implementing and managing RPA projects, ensuring successful automation of repetitive tasks. Accelrate's services include process discovery, RPA development, and ongoing support, helping organizations achieve significant efficiency gains.</p> <p><b>UiPath:</b> UiPath is a leading provider of RPA software, offering tools that automate a wide range of business processes. Our partnership with UiPath allows us to deliver scalable and reliable automation solutions that improve accuracy and reduce operational costs. UiPath's platform supports the automation of both simple and complex tasks, providing a robust solution for enhancing productivity.</p> <p><b>Automation Anywhere:</b> Automation Anywhere provides comprehensive automation solutions, including RPA and intelligent automation. By integrating Automation Anywhere into our portfolio, we enable organizations to automate end-to-end business processes, improve decision-making, and enhance operational efficiency. Their solutions are designed to be user-friendly and scalable, supporting a wide range of automation needs.</p> <p><b>Requordit:</b> Requordit specializes in intelligent information management (IIM) and document management solutions. Our partnership with Requordit allows us to offer an innovative Document Capture and OCR Solution called CloudOCR, or iCaaS (Invoice Capture as a Service).</p> <p><b>Microsoft:</b> Microsoft provides a suite of powerful tools and platforms, including Office 365, Azure, and Dynamics 365. By leveraging Microsoft's technologies, we offer comprehensive solutions that enhance collaboration, data management, and business intelligence. Microsoft's cloud services provide scalable infrastructure, ensuring that organizations can manage their operations efficiently and securely.</p> <p>By integrating the strengths of these esteemed partners, Konica Minolta ensures that Sourcewell Participating Entities receive top-tier solutions that enhance automation, content management, and digital engagement. Our comprehensive approach leverages the latest technologies to deliver exceptional value and operational efficiency.</p>
<p>106</p>	<p>Equipment and accessories related to the offering of systems or solutions described in subsections categories 1-5 above, including but not limited to, hardware, peripherals, and accessories</p>	<p>As part of our comprehensive proposal, we also provide a range of equipment and accessories related to the systems and solutions described in the previous sections. This includes hardware, peripherals, and accessories from our trusted partners OPEX, Kodak Alaris, and Epson, ensuring that Sourcewell Participating Entities receive reliable and high-quality components to support their operations.</p> <p><b>OPEX:</b> OPEX offers innovative solutions for document scanning and mailroom automation. Their equipment is designed to handle high-volume scanning tasks efficiently and accurately. OPEX scanners are known for their robust design and ability to process large volumes of documents quickly. They feature advanced image capture technology that ensures high-quality scans, even for challenging documents.</p> <p><b>Mailroom Automation:</b> OPEX provides mailroom solutions that automate the opening, sorting, and scanning of incoming mail, improving efficiency and reducing manual labor.</p> <p><b>Kodak Alaris:</b> Kodak Alaris offers a range of high-speed document scanners that deliver exceptional image quality and reliability. These scanners are ideal for large-scale document capture projects.</p> <p><b>Epson:</b> Epson's document scanners are designed for both desktop and high-volume environments. They offer fast scanning speeds, high resolution, and advanced features such as duplex scanning and automatic document feeders.</p> <p>By integrating these high-quality products from OPEX, Kodak Alaris, and Epson into our solutions, Konica Minolta ensures that Sourcewell Participating Entities receive a comprehensive suite of tools that support efficient document management, automation, and overall operational excellence.</p>

<p>107</p>	<p>Services related to the offering of systems or solutions described in categories 1-5, including, but not limited to, hosting, cloud migration, modernization, customization, integration, implementation, installation, maintenance, training, data collection, import, export and backup, record-keeping and reporting, mobile, cloud, and web-based applications or platforms, customer service, auditing, compliance, security, and technical and user support</p>	<p>We are pleased to offer a comprehensive suite of professional services related to the systems and solutions described in categories 1-5. Our services are designed to ensure seamless integration, effective implementation, and ongoing support for the technologies provided by Tungsten Automation, Nintex, Jadu, Square 9, Accelirate, UiPath, Automation Anywhere, Requordit, Microsoft and Salesforce. These services include hosting, cloud migration, modernization, customization, integration, implementation, installation, maintenance, training, data management, record-keeping, and technical support.</p> <p>Professional Services:</p> <p>Tungsten Automation:</p> <p>Implementation and Installation: Comprehensive setup and configuration of Tungsten Automation solutions to ensure optimal performance.  Customization: Tailoring automation workflows to meet specific organizational needs.  Training: Providing in-depth training sessions to ensure users are proficient in using the automation tools.  Maintenance and Support: Ongoing technical support and maintenance services to ensure the smooth operation of automation systems.</p> <p>Nintex:</p> <p>Workflow Automation: Designing and implementing custom workflows to streamline business processes.  Integration: Integrating Nintex with existing systems to enhance functionality and data flow.  Training and Support: Offering training programs and continuous support to maximize the benefits of Nintex solutions.</p> <p>Jadu:</p> <p>Digital Engagement Platforms: Implementation and customization of Jadu's CMS and CRM solutions to enhance citizen interactions.  Data Migration: Assisting with the migration of data to Jadu platforms, ensuring data integrity and accessibility.  Support and Maintenance: Providing ongoing support to ensure the system remains effective and up-to-date.</p> <p>Square 9:</p> <p>Content Management Solutions: Implementing Square 9's document management systems to improve information handling.  Training: Offering training programs to help users efficiently utilize content management tools.  Integration: Ensuring seamless integration with other enterprise systems to enhance workflow efficiency.</p> <p>Accelirate:</p> <p>RPA Services: Full lifecycle services for robotic process automation, from process discovery to deployment.  Training and Development: Training sessions to equip staff with the skills needed to manage and optimize RPA solutions.  Support: Continuous support and optimization services to ensure long-term success.</p> <p>UiPath:</p> <p>RPA Implementation: Setting up UiPath RPA solutions to automate repetitive tasks.  Customization and Integration: Customizing RPA workflows and integrating them with existing business systems.  Training: Providing comprehensive training programs to ensure effective use of UiPath solutions.</p> <p>Automation Anywhere:</p> <p>End-to-End Automation Services: Implementing Automation Anywhere's RPA tools to streamline business operations.  Customization and Training: Customizing solutions to meet specific business needs and providing training for staff.  Technical Support: Ongoing support and maintenance services to ensure reliability and efficiency.</p> <p>Requordit:</p> <p>IIM Implementation: Deploying Requordit's document capture solutions to enhance document handling.  Customization: Tailoring the system to fit unique organizational requirements.  Support and Training: Continuous support and training to ensure optimal use of Requordit solutions.</p> <p>Microsoft:</p> <p>Cloud Services: Assisting with the migration to Microsoft 365 and other cloud-based services.  Integration and Customization: Integrating Microsoft solutions with existing systems and customizing them to fit business needs.  Training and Support: Providing comprehensive training and ongoing support for Microsoft Office 365, SharePoint and other Microsoft products.</p> <p>Salesforce:</p> <p>Implementation: Deploying Salesforce solutions to enhance citizen relationship management.  Customization and Integration: Customizing Salesforce to meet specific business needs and integrating it with other systems.  Training and Technical Support: Offering training programs and technical support to ensure effective use of Salesforce solutions.  By leveraging these professional services, Konica Minolta ensures that Sourcewell Participating Entities receive tailored, high-quality support for their technological needs, enabling them to maximize the value and effectiveness of their investments.</p>
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**Exceptions to Terms, Conditions, or Specifications Form**

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

**Documents**

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document s are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Table 11 Sourcwell Software Solutions RFP 060624\_Pricing\_Konica Minolta.xlsx - Tuesday June 18, 2024 10:52:49
- [Financial Strength and Stability](#) - Table 2 Q12 Company Info and Financial.zip - Tuesday June 18, 2024 16:20:09
- [Marketing Plan/Samples](#) - Table 7 Q7 Marketing Plan.zip - Tuesday June 18, 2024 11:04:09
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Table 9A Q 58 Warranty.zip - Tuesday June 18, 2024 11:05:35
- [Standard Transaction Document Samples](#) - Table 10 Payment Terms and Financing Options.zip - Tuesday June 18, 2024 11:47:11
- [Requested Exceptions](#) - Table 21 Exceptions to Terms, Conditions or Specifications\_RFP 060624\_Konica Minolta.docx - Tuesday June 18, 2024 11:07:01
- [Upload Additional Document](#) - Table 6 Q 32 Ability to Sell and Deliver Service.zip - Tuesday June 18, 2024 11:30:02

**Addenda, Terms and Conditions**

**PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Kristen McKenna, Director, Government Contracts, Konica Minolta Business Solutions U.S.A., Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

Yes  No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum 17 Software Solutions RFP 060624</b> Mon June 3 2024 10:31 AM	<input checked="" type="checkbox"/>	1
<b>Addendum 16 Software Solutions RFP 060624</b> Thu May 30 2024 10:38 AM	<input checked="" type="checkbox"/>	4
<b>Addendum 15 Software Solutions RFP 060624</b> Tue May 28 2024 02:32 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_14_Software_Solutions_RFP_060624</b> Fri May 24 2024 03:00 PM	<input checked="" type="checkbox"/>	4
<b>Addendum_13_Software_Solutions_RFP_060624</b> Tue May 21 2024 04:25 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_12_Software_Solutions_RFP_060624</b> Mon May 20 2024 06:33 PM	<input checked="" type="checkbox"/>	1
<b>Addendum 11 Software Solutions RFP 060624</b> Fri May 17 2024 03:19 PM	<input checked="" type="checkbox"/>	2
<b>Addendum 10 Software Solutions RFP 060624</b> Thu May 16 2024 01:38 PM	<input checked="" type="checkbox"/>	4
<b>Addendum 9 Software Solutions RFP 060624</b> Tue May 14 2024 03:18 PM	<input checked="" type="checkbox"/>	2
<b>Addendum 8 Software Solutions RFP 060624</b> Thu May 9 2024 12:50 PM	<input checked="" type="checkbox"/>	1
<b>Addendum 7 Software Solutions RFP 060624</b> Wed May 8 2024 01:39 PM	<input checked="" type="checkbox"/>	1
<b>Addendum 6 Software Solutions RFP 060624</b> Tue May 7 2024 12:00 PM	<input checked="" type="checkbox"/>	2
<b>Addendum 5 Software Solutions RFP 060624</b> Fri May 3 2024 01:56 PM	<input checked="" type="checkbox"/>	1
<b>Addendum 4 Software Solutions RFP 060624</b> Thu May 2 2024 12:30 PM	<input checked="" type="checkbox"/>	1
<b>Addendum 3 Software Solutions RFP 060624</b> Tue April 30 2024 03:17 PM	<input checked="" type="checkbox"/>	1
<b>Addendum 2 Software Solutions RFP 060624</b> Mon April 22 2024 02:21 PM	<input checked="" type="checkbox"/>	1
<b>Addendum 1 Software Solutions RFP 060624</b> Fri April 19 2024 02:53 PM	<input checked="" type="checkbox"/>	1

RESOLUTION NO. \_\_\_\_\_ - 2025

A RESOLUTION AUTHORIZING THE MAYOR OR THE CHIEF INFORMATION OFFICER, ON BEHALF OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT TO EXECUTE THE NECESSARY DOCUMENTS FOR THE URBAN COUNTY GOVERNMENT TO PROCURE SOFTWARE AND RELATED SERVICES UNDER THE SAME TERMS AND CONDITIONS AS CONTRACT #060624-KON, A CONTRACT BETWEEN SOURCEWELL AND KONICA MINOLTA BUSINESS SOLUTIONS U.S.A, INC., INCLUDING THE STATEMENT OF WORK RELATED TO THE DIGITIZATION OF NET PROFITS FILINGS FOR THE DIVISION OF REVENUE (COST ESTIMATED NOT TO EXCEED \$91,500.00), WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE, AND ANY FUTURE STATEMENTS OF WORK RELATED TO THE PROCUREMENT OF SOFTWARE AND SERVICE SOLUTIONS FOR VARIOUS DEPARTMENTS AND DIVISIONS OF THE URBAN COUNTY GOVERNMENT, AS FURTHER DETERMINED TO BE NECESSARY, COST EFFECTIVE AND FEASIBLE BY THE CHIEF INFORMATION OFFICER AND THE DIVISION OF PROCUREMENT, ALL SUBJECT TO THE APPROPRIATION OF SUFFICIENT FUNDS.

---

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

Section 1 - That the Mayor or the Chief Information Officer, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the necessary documents for the Lexington-Fayette Urban County Government to procure software and related services under the same terms and conditions as contract #060624-KON, an updated Contract between Sourcewell and Konica Minolta Business Solutions U.S.A, Inc., including the Statement of Work related to the digitization of Net Profits filings for the Division of Revenue (cost estimated not to exceed \$91,500.00), which is attached hereto and incorporated herein by reference, and any future Statements of Work related to the procurement of software and service solutions for various departments and divisions of the urban county government, as determined to be necessary, cost effective and feasible by the Chief Information Officer and the Division of Procurement, all subject to the appropriation of sufficient funds.

Section 2 – That an amount, estimated not to exceed the sum of \$91,500.00, is hereby authorized for payment to Konica Minolta Business Solutions U.S.A, Inc., from account #1101-202505-71208 (\$46,500.00) and account #1101-202601-71208 (\$45,000.00).

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

PASSED URBAN COUNTY COUNCIL:

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MAYOR

ATTEST:

---

CLERK OF URBAN COUNTY COUNCIL  
0611-25:GET:4916-9589-0766, v. 1



RESOLUTION NO. 323 - 2025

A RESOLUTION AUTHORIZING THE MAYOR OR THE CHIEF INFORMATION OFFICER, ON BEHALF OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT TO EXECUTE THE NECESSARY DOCUMENTS FOR THE URBAN COUNTY GOVERNMENT TO PROCURE SOFTWARE AND RELATED SERVICES UNDER THE SAME TERMS AND CONDITIONS AS CONTRACT #060624-KON, A CONTRACT BETWEEN SOURCEWELL AND KONICA MINOLTA BUSINESS SOLUTIONS U.S.A, INC., INCLUDING THE STATEMENT OF WORK RELATED TO THE DIGITIZATION OF NET PROFITS FILINGS FOR THE DIVISION OF REVENUE (COST ESTIMATED NOT TO EXCEED \$91,500.00), WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE, AND ANY FUTURE STATEMENTS OF WORK RELATED TO THE PROCUREMENT OF SOFTWARE AND SERVICE SOLUTIONS FOR VARIOUS DEPARTMENTS AND DIVISIONS OF THE URBAN COUNTY GOVERNMENT, AS FURTHER DETERMINED TO BE NECESSARY, COST EFFECTIVE AND FEASIBLE BY THE CHIEF INFORMATION OFFICER AND THE DIVISION OF PROCUREMENT, ALL SUBJECT TO THE APPROPRIATION OF SUFFICIENT FUNDS.

---

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

Section 1 - That the Mayor or the Chief Information Officer, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the necessary documents for the Lexington-Fayette Urban County Government to procure software and related services under the same terms and conditions as contract #060624-KON, an updated Contract between Sourcewell and Konica Minolta Business Solutions U.S.A, Inc., including the Statement of Work related to the digitization of Net Profits filings for the Division of Revenue (cost estimated not to exceed \$91,500.00), which is attached hereto and incorporated herein by reference, and any future Statements of Work related to the procurement of software and service solutions for various departments and divisions of the urban county government, as determined to be necessary, cost effective and feasible by the Chief Information Officer and the Division of Procurement, all subject to the appropriation of sufficient funds.

Section 2 – That an amount, estimated not to exceed the sum of \$91,500.00, is hereby authorized for payment to Konica Minolta Business Solutions U.S.A, Inc., from account #1101-202505-71208 (\$46,500.00) and account #1101-202601-71208 (\$45,000.00).

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

PASSED URBAN COUNTY COUNCIL: July 1, 2025

*Linda Gorton*

MAYOR

ATTEST:

*Alla*

CLERK OF URBAN COUNTY COUNCIL

0611-25:GET:4916-9589-0766, v. 1



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0612-25**

**File ID:** 0612-25

**Type:** Resolution

**Status:** Approved

**Version:** 2

**Contract #:**

**In Control:** Urban County Council

**File Created:** 06/12/2025

**File Name:** Request Council authorization to accept an award of \$4,000 from the Energy and Environment Cabinet, Department of Environmental Protection Division of Waste Management for waste tire disposal/recycling for Fiscal Year 2026. No match required.

**Final Action:** 07/01/2025

**Title:** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to accept a Grant from the Ky. Energy and Environment Cabinet, Dept. of Environmental Protection, Div. of Waste Management, which Grant funds are in the amount of \$4,000 in Commonwealth of Ky. funds for Fiscal Year 2026 for the disposal and recycling of waste tires, the acceptance of which does not obligate the Urban County Government to the expenditure of funds, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Waste Management, Baldon]

**Notes:**

**Sponsors:**

**Enactment Date:** 07/01/2025

**Attachments:** 25-Blue Sheet Memo Waste Tire, FY26 Budget Amendment - WSTE\_TIRE\_2026, Re - FY26 Waste Tire ACH, RESO 0612-25 4916-8181-1791 v.1.docx, R-324-2025

**Enactment Number:** R-324-2025

**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	06/24/2025	Approved and Referred to Docket	Urban County Council	06/26/2025		Pass
2	Urban County Council	06/26/2025	Received First Reading	Urban County Council	07/01/2025		
2	Urban County Council	07/01/2025	Approved				Pass

### Text of Legislative File 0612-25

**Title**

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to accept a Grant from the Ky. Energy and Environment Cabinet, Dept. of Environmental Protection, Div. of Waste Management, which Grant funds are in the amount of \$4,000 in Commonwealth of Ky. funds for Fiscal Year 2026 for the disposal and recycling of waste tires, the acceptance of which does not obligate the Urban County Government to the expenditure of funds, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Waste Management, Baldon]

**Summary**

Authorization to accept an award of \$4,000 from the Energy and Environment Cabinet, Department of Environmental Protection Division of Waste Management for waste tire disposal/recycling for Fiscal Year 2026. No match required. (L0612-25)(Baldon/Albright)

Budgetary Implications: Yes

Advance Document Review:

**Law:** N/A

**Risk Management:** N/A

Fully Budgeted: FY26 Budget amendment is in process.

Account Number: 3400-303102-3051-71210

This Fiscal Year Impact: \$4,000

Annual Impact: \$0

Project: WSTE\_TIRE\_2026

Activity: STA\_GRANT

Budget Reference: 2026

Current Balance: BA in process



**TO: LINDA GORTON, MAYOR  
URBAN COUNTY COUNCIL**

**FROM: THERESA REYNOLDS, DIRECTOR  
DIVISION OF GRANTS AND SPECIAL PROGRAMS**

**DATE: JUNE 12, 2025**

**SUBJECT: Acceptance of FY 2026 Disposal/Recycling of Waste Tires Grant**

---

**Request:** Council authorization to accept an award of \$4,000 from the Energy and Environment Cabinet, Department of Environmental Protection Division of Waste Management for waste tire disposal/recycling for Fiscal Year 2026. No match required.

**Purpose of Request:** The Department of Environmental Quality and Public Works submitted an application requesting state funds of \$4,000 from the Energy and Environment Cabinet Department of Environmental Protection Division of Waste Management for the disposal/recycling of waste tires. Funding for this grant comes from the Waste Tire Trust Fund established in KRS 224.50-880.

**What is the cost in this budget year and future budget years?** \$4,000 has been awarded for Fiscal Year 2026. Funds for future fiscal years are dependent upon available state funds.

**Are the funds budgeted?** FY26 budget amendment is in process.

**File Number:** 0612-25

**Director/Commissioner:** Baldon/Albright



Don't worry about this column  
 Don't worry about this column

Don't worry about this column  
 Expenditures in this column  
 Revenue in this column

Type	Date	Business	Ledger	Account	Dept ID	Fund	Section	Site	Project	Activity	Budget Reference	FCBU	Amount	Rev Amt	Descr
		LFUCG	ACCOUNT	71210	303102	3400	3051		WSTE_TIRE_2025	STA_GRANT	2026		4,000.00		PROF SVC - WASTE DISPOSAL
		LFUCG	REVEST	44040	303102	3400	3051		WSTE_TIRE_2025	STA_GRANT	2026			4,000.00	INTERGOVERNMENTAL--STATE

RESOLUTION NO. \_\_\_\_\_ - 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO ACCEPT A GRANT FROM THE KENTUCKY ENERGY AND ENVIRONMENT CABINET, DEPARTMENT OF ENVIRONMENTAL PROTECTION, DIVISION OF WASTE MANAGEMENT, WHICH GRANT FUNDS ARE IN THE AMOUNT OF \$4,000.00 IN COMMONWEALTH OF KENTUCKY FUNDS FOR FISCAL YEAR 2026 FOR THE DISPOSAL AND RECYCLING OF WASTE TIRES, THE ACCEPTANCE OF WHICH DOES NOT OBLIGATE THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF FUNDS, AND AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET.

---

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 accept a Grant from the Kentucky Energy and Environment Cabinet, Department of Environmental Protection, Division of Waste Management, which Grant funds are in the amount of \$4,000.00 in Commonwealth of Kentucky funds for Fiscal Year 2026 for the disposal and recycling of waste tires, the acceptance of which does not obligate the Lexington-Fayette Urban County Government to the expenditure of funds.

Section 2 - That subject to the provisions of Section 7-48 of the Lexington-Fayette Urban County Government Code of Ordinances, the Mayor is hereby authorized, in her discretion as Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or capital account appropriation within the Grant budget established for this Grant.

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

PASSED URBAN COUNTY COUNCIL:

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MAYOR

ATTEST:

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CLERK OF URBAN COUNTY COUNCIL

0612-25:WDR:4916-8181-1791, v. 1

RESOLUTION NO. 324 - 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO ACCEPT A GRANT FROM THE KENTUCKY ENERGY AND ENVIRONMENT CABINET, DEPARTMENT OF ENVIRONMENTAL PROTECTION, DIVISION OF WASTE MANAGEMENT, WHICH GRANT FUNDS ARE IN THE AMOUNT OF \$4,000.00 IN COMMONWEALTH OF KENTUCKY FUNDS FOR FISCAL YEAR 2026 FOR THE DISPOSAL AND RECYCLING OF WASTE TIRES, THE ACCEPTANCE OF WHICH DOES NOT OBLIGATE THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF FUNDS, AND AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET.

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 accept a Grant from the Kentucky Energy and Environment Cabinet, Department of Environmental Protection, Division of Waste Management, which Grant funds are in the amount of \$4,000.00 in Commonwealth of Kentucky funds for Fiscal Year 2026 for the disposal and recycling of waste tires, the acceptance of which does not obligate the Lexington-Fayette Urban County Government to the expenditure of funds.

Section 2 - That subject to the provisions of Section 7-48 of the Lexington-Fayette Urban County Government Code of Ordinances, the Mayor is hereby authorized, in her discretion as Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or capital account appropriation within the Grant budget established for this Grant.

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

PASSED URBAN COUNTY COUNCIL: July 1, 2025

  
MAYOR

ATTEST:  
  
CLERK OF URBAN COUNTY COUNCIL  
0612-25:WDR:4916-8181-1791, v. 1





# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0613-25**

**File ID:** 0613-25

**Type:** Resolution

**Status:** Approved

**Version:** 2

**Contract #:** 197-2025

**In Control:** Urban County Council

**File Created:** 06/12/2025

**File Name:** Request Council authorization to execute Supplemental Agreement No. 4 and accept additional federal funding in the amount of \$73,600 from the Kentucky Transportation Cabinet for the Right of Way Phase of the West Loudon Avenue Streetscape Project. The acc

**Final Action:** 07/01/2025

**Title:** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Supplemental Agreement No. 4 and accept additional federal funding in the amount of \$73,600 from the Ky. Transportation Cabinet for the Right of Way Phase of the West Loudon Avenue Streetscape Project, the acceptance of which obligates the Urban County Government to the expenditure of \$18,400 as a local match, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Engineering, Burton]

**Notes:** CILOO SAF in the COO. Returned to Celia Moore 7/2/2025. MS

**Sponsors:**

**Enactment Date:** 07/01/2025

**Attachments:** 25-Blue Sheet Memo W Loudon Streetscape SA No. 4, 07\_03203 West Loudon Supplemental Agreement 4 - ROW Funds, BA 13801, West Loudon Streetscape - Site Map, 613-25 ky trans cabinet 4930-4585-6334 v.1.docx, R-325-2025, 197-2025 - 325-2025 - CONTRACT - 2025 - CLK - Contracts - 7-8-2025

**Enactment Number:** R-325-2025

**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	06/24/2025	Approved and Referred to Docket	Urban County Council	06/26/2025		Pass
2	Urban County Council	06/26/2025	Received First Reading	Urban County Council	07/01/2025		

**Text of Legislative File 0613-25**

**Title**

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Supplemental Agreement No. 4 and accept additional federal funding in the amount of \$73,600 from the Ky. Transportation Cabinet for the Right of Way Phase of the West Loudon Avenue Streetscape Project, the acceptance of which obligates the Urban County Government to the expenditure of \$18,400 as a local match, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Engineering, Burton]

**Summary**

Authorization to execute Supplemental Agreement No. 4 and accept additional federal funding in the amount of \$73,600 from the Kentucky Transportation Cabinet for the Right of Way Phase of the West Loudon Avenue Streetscape Project. The acceptance of which obligates the government to provide match in the amount of \$18,400. Budget amendment in process. (L0613-25)(Burton/Albright)

Budgetary Implications: Yes

Advance Document Review:

**Law:** Yes, Completed by Michael Sanner, 4/7/2025

**Risk Management:** N/A

Fully Budgeted: Budget amendment is in process.

Account Number: 3160-303202-3225-91714

This Fiscal Year Impact: \$92,000

Annual Impact: Grant funds for these activities are anticipated in future Budget years.

Project: LOUD\_SIDE\_2016

Activity: ROW

Budget Reference: 2016

Current Balance: BA in process

**TO: LINDA GORTON, MAYOR  
URBAN COUNTY COUNCIL**

**FROM: THERESA REYNOLDS, DIRECTOR  
DIVISION OF GRANTS AND SPECIAL PROGRAMS**

**DATE: JUNE 12, 2025**

**SUBJECT: Supplemental Agreement No. 4 for West Loudon Avenue Streetscape Project –  
Right of Way Phase**

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**Request:** Council authorization to execute Supplemental Agreement No. 4 and accept additional federal funding in the amount of \$73,600 from the Kentucky Transportation Cabinet for the Right of Way Phase of the West Loudon Avenue Streetscape Project. The acceptance of which obligates the government to provide match in the amount of \$18,400.

**Purpose of the Request:** On May 16, 2016 (Resolution 247-2016), Council approved the acceptance of \$100,950 in federal funds under the Transportation Cabinet Transportation Alternatives Program (TAP) for the design phase of the West Loudon Avenue Streetscape Project. On October 5, 2017, the Kentucky Transportation Cabinet offered Supplement Agreement No. 1 to extend to June 30, 2018. On January 16, 2018, the Kentucky Transportation Cabinet reduced the design budget in error. On June 29, 2023 (Resolution 364-2023), Council approved to execute Supplemental No. 3 for design under the Kentucky Transportation Alternatives Program (TAP) at no cost to LFUCG.

The design phase of the project is complete, and temporary construction easements need to be acquired before beginning construction. Under Supplemental Agreement No. 4, the Kentucky Transportation Cabinet would provide LFUCG with federal funds in the amount of \$73,600. A local match of \$18,400 is required and will come from Fund 1136 (MAP). The total cost of the right of way phase is \$92,000.

**The cost in this budget year and future budget years:** \$73,600 is the federal award in FY25. LFUCG is required to provide \$18,400 in local match. Total project cost is \$92,000. Grant funds for these activities are anticipated in future budget years.

**Are the funds budgeted?** Budget amendment is in process.

**File Number:** 0613-25

**Director/Commissioner:** Burton/Albright



**AMENDMENT TO THE AGREEMENT BETWEEN  
KENTUCKY TRANSPORTATION CABINET  
AND THE  
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
W. LOUDEN AVENUE STREETScape  
SC-628-2200000375  
SYP ITEM # 7-03203.00  
SUPPLEMENTAL AGREEMENT NO. 4**

This Amendment made and entered into by and between the Kentucky Transportation Cabinet (KYTC) and the Lexington-Fayette Urban County Government acting as an amendment to that Agreement entered into between the parties dated June 6, 2016,

WHEREAS, on June 6, 2016, the parties hereto entered into an agreement for the W. Loudon Avenue Streetscape Project, and

WHEREAS, the parties desire to amend said agreement;

NOW THEREFORE, in consideration of the following promises and covenants contained herein the parties hereby agree as follows:

1. The Budget and Scope of Work of Agreement numbered SC-628-2200000375 is hereby modified as show on Attachment A;
2. All other terms and conditions of SC-628-2200000375 shall remain in effect.

IN WITNESS WHEREOF, the parties have hereto caused these presents to be executed by their officers thereunto duly authorized:

**Kentucky Transportation Cabinet:**

Approved as to form & legality:

\_\_\_\_\_  
Attorney  
Transportation Cabinet

Date: \_\_\_\_\_

Commonwealth of Kentucky

\_\_\_\_\_  
Jim Gray, Secretary  
Transportation Cabinet

Date: \_\_\_\_\_

**Lexington-Fayette Urban County Government:**

Approved as to form & legality:

\_\_\_\_\_  
Attorney

Date: \_\_\_\_\_

\_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

**ATTACHMENT A  
SCOPE OF WORK AND BUDGET**

**Scope of Work:**

Recipient UEI Number: K4A4SNZG2YY9

PE, environmental and design engineering for sidewalks, bike lanes, delineating parking, and walkways along W. Loudon from South Broadway to Limestone

**Budget:**

		<b>Federal Funds (TAP)</b>	<b>Local Funds</b>	<b>State Match</b>	<b>Total</b>
<b>Original MOA (June 6, 2016)</b>	Design Phase Funding: Recipient Program# 9093201D	\$76,950.00	\$19,238.00	\$0.00	\$96,188.00
	Design Phase Funding: Cabinet Program# 9093202D	\$5,000.00	\$0.00	\$1,000.00 (toll credits)	\$5,000.00
<b>Supplemental Agreement No. 1 (October 5, 2017)</b>	This supplemental agreement was for a time extension only. The end date was extended to June				
<b>Supplemental Agreement No. 2 (January 16, 2018)</b>	Design Phase Funding: LPA Program# 9093201D	-\$53,876.64	-\$13,469.66	\$0.00	-\$67,345.80
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<b>Supplemental Agreement No. 4 (Current)</b>	R/W Phase Funding: LPA Program # 9093201R	+\$73,600.00	+\$18,400.00	\$0.00	+\$92,000.00
	R/W Phase Funding: Cabinet Program# 9093202R	\$7,360.00	\$1,840.00	\$0.00	\$9,200.00
<b>Design Phase Total for Recipient</b>		<b>\$76,950.00</b>	<b>\$19,237.50</b>	<b>\$0.00</b>	<b>\$96,187.50</b>
<b>Design Phase Total for Cabinet</b>		<b>\$5,000.00</b>	<b>\$0.00</b>	<b>\$1,000.00 (toll credits)</b>	<b>\$5,000.00</b>
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<b>R/W Phase Total for Cabinet</b>		<b>\$7,360.00</b>	<b>\$0.00</b>	<b>\$1,840.00</b>	<b>\$9,200.00</b>

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**ATTACHMENT B**

**ATTACH A RESOLUTION HERE**

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An example resolution can be found at:

<https://transportation.ky.gov/Program-Management/Documents/LPA1%20-%20Attach%20%20-%20Sample%20Resolution.pdf>

**ATTACHMENT C  
PERSON IN RESPONSIBLE CHARGE FORM**

If the Person in Responsible Charge has changed since the execution of the original MOA, please attach a new form as Attachment C.

The form can be accessed at: <https://transportation.ky.gov/Program-Management/Documents/LPA1%20-%20Attach%203%20-%20Person%20in%20Responsible%20Charge%20Form.docx>.

If a new form is unnecessary, no Attachment C will be required with this Supplemental Agreement.





Search in Menu



# LFUCG Budget Amendment Request Form

[New Window](#) | [Help](#) | [Personalize Page](#)

**Requester:** Moore,Celia E      **Date:** 06/13/2025      **Status:** Pending Approval      **Amend Nbr:** 13801

**Business Unit:** LFUCG      **Journal Date:** 06/13/2025      **Budget Period:** 2025      **Bid:**       **Admin Review:**

**Personnel, Operating & Capital Accounts**      [Personalize](#) | [Find](#) | [View All](#) | [Print](#) | [Grid](#)      First ◀ 1 of 1 ▶ Last

Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID
1 3160	303202	3225	91714	Construction-Sidewalk/Driveway	92,000.00	035224	055143	

**Revenue Accounts**      [Personalize](#) | [Find](#) | [View All](#) | [Print](#) | [Grid](#)      First ◀ 1-2 of 2 ▶ Last

Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID
1 3160	303202	3225	44010	Intergovernmental - Federal	73,600.00	035224	055143	
2 3160	303202	3225	45915	Transfer From Municipal Aid	18,400.00	035224	055143	

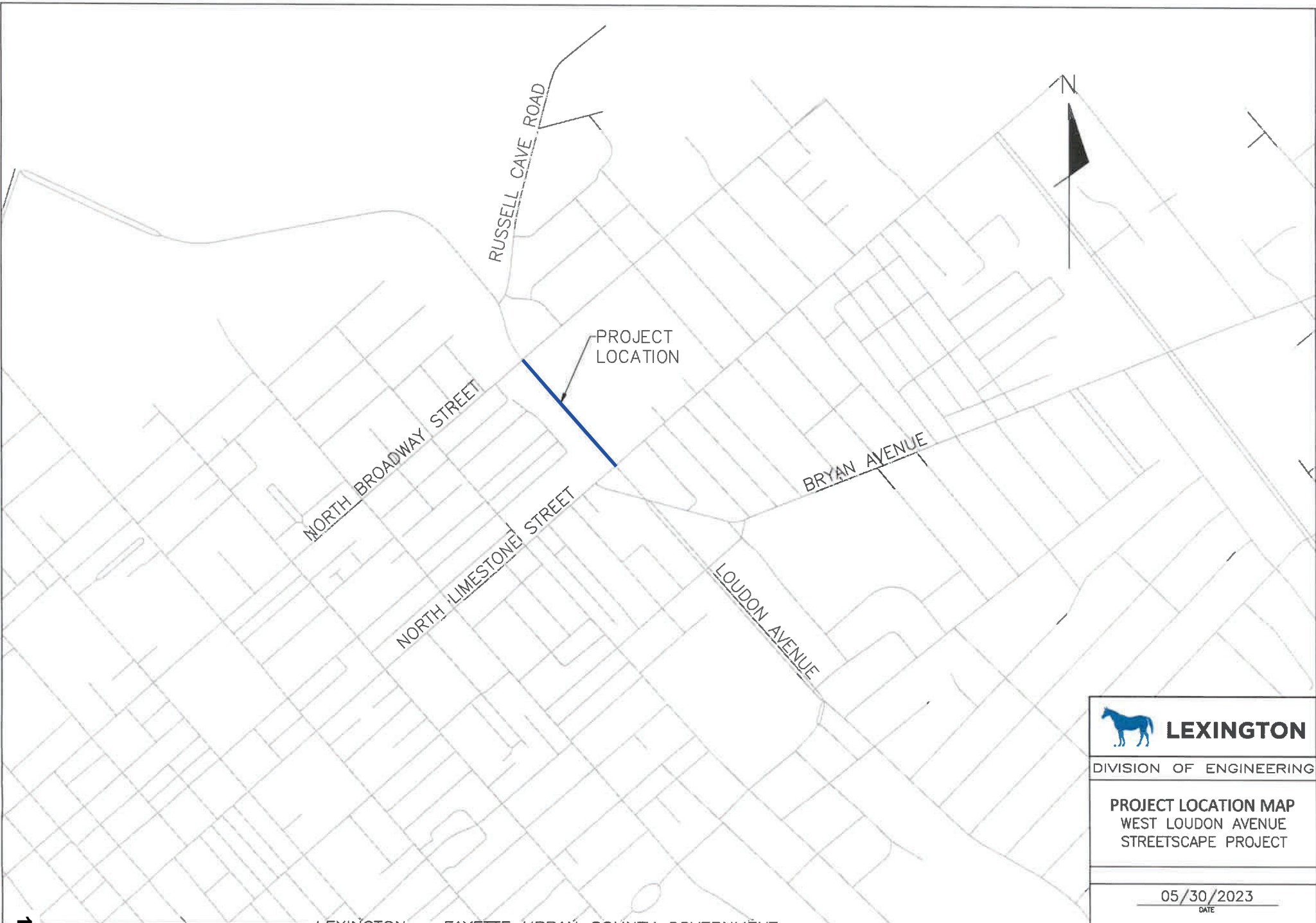
▶ **Project/Grant Revenue**

▶ **Project/Grant Expenditures**

**Comments:**

To budget additional funds awarded from KYTC for ROW on West Loudon Avenue Streetscape Project (LOUD\_SIDE\_2016)

**Net Amend Amt:** 0.00



 <b>LEXINGTON</b>
DIVISION OF ENGINEERING
<b>PROJECT LOCATION MAP</b> WEST LOUDON AVENUE STREETSCAPE PROJECT
05/30/2023 <small>DATE</small>

RESOLUTION NO. \_\_\_\_-2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE SUPPLEMENTAL AGREEMENT NO. 4 AND ACCEPT ADDITIONAL FEDERAL FUNDING IN THE AMOUNT OF \$73,600.00 FROM THE KENTUCKY TRANSPORTATION CABINET FOR THE RIGHT OF WAY PHASE OF THE WEST LOUDON AVENUE STREETScape PROJECT, THE ACCEPTANCE OF WHICH OBLIGATES THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF \$18,400.00 AS A LOCAL MATCH, AND AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET.

---

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 Supplemental Agreement No. 4 and accept additional federal funding in the amount of \$73,600.00 from the Kentucky Transportation Cabinet for the Right of Way Phase of the West Loudon Avenue Streetscape Project, the acceptance of which obligates the Urban County Government to the expenditure of \$18,400.00 as a local match.

Section 2 - That subject to the provisions of Section 7-48 of the Lexington-Fayette Urban County Government Code of Ordinances, the Mayor is hereby authorized, in her discretion as Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or capital account appropriation within the Grant budget previously established for this Grant.

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

613-25:MRS:4930-4585-6334, v. 1

RESOLUTION NO. 325-2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE SUPPLEMENTAL AGREEMENT NO. 4 AND ACCEPT ADDITIONAL FEDERAL FUNDING IN THE AMOUNT OF \$73,600.00 FROM THE KENTUCKY TRANSPORTATION CABINET FOR THE RIGHT OF WAY PHASE OF THE WEST LOUDON AVENUE STREETScape PROJECT, THE ACCEPTANCE OF WHICH OBLIGATES THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF \$18,400.00 AS A LOCAL MATCH, AND AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET.

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: July 1, 2025

*Linda Gorton*

MAYOR

ATTEST:

*[Signature]*

CLERK OF URBAN COUNTY COUNCIL

AMENDMENT TO THE AGREEMENT BETWEEN  
KENTUCKY TRANSPORTATION CABINET  
AND THE  
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
W. LOUDEN AVENUE STREETScape  
SC-628-2200000375  
SYP ITEM # 7-03203.00  
SUPPLEMENTAL AGREEMENT NO. 4

This Amendment made and entered into by and between the Kentucky Transportation Cabinet (KYTC) and the Lexington-Fayette Urban County Government acting as an amendment to that Agreement entered into between the parties dated June 6, 2016,

WHEREAS, on June 6, 2016, the parties hereto entered into an agreement for the W. Louden Avenue Streetscape Project, and

WHEREAS, the parties desire to amend said agreement;

NOW THEREFORE, in consideration of the following promises and covenants contained herein the parties hereby agree as follows:

1. The Budget and Scope of Work of Agreement numbered SC-628-2200000375 is hereby modified as show on Attachment A;
2. All other terms and conditions of SC-628-2200000375 shall remain in effect.

IN WITNESS WHEREOF, the parties have hereto caused these presents to be executed by their officers thereunto duly authorized:

**Kentucky Transportation Cabinet:**  
Approved as to form & legality:

Commonwealth of Kentucky

\_\_\_\_\_  
Attorney  
Transportation Cabinet

\_\_\_\_\_  
Jim Gray, Secretary  
Transportation Cabinet

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Lexington-Fayette Urban County Government:**  
Approved as to form & legality:

\_\_\_\_\_  
Attorney

*Linda Gordon*  
\_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

Date: 7/2/25

**ATTACHMENT A  
SCOPE OF WORK AND BUDGET**

**Scope of Work:**

Recipient UEI Number: K4A4SNZG2YY9

PE, environmental and design engineering for sidewalks, bike lanes, delineating parking, and walkways along W. Loudon from South Broadway to Limestone

**Budget:**

		Federal Funds (TAP)	Local Funds	State Match	Total
<b>Original MOA (June 6, 2016)</b>	Design Phase Funding: Recipient Program# 9093201D	\$76,950.00	\$19,238.00	\$0.00	\$96,188.00
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LFJCG  
W. LOUDON STREETSCAPE  
\$73,600/TAP  
07-03203.00  
Supplemental # 04  
SC-628-2200000375

<b>Supplemental Agreement No. 4 (Current)</b>	R/W Phase Funding: LPA Program # 9093201R	+ \$73,600.00	+ \$18,400.00	\$0.00	+ \$92,000.00
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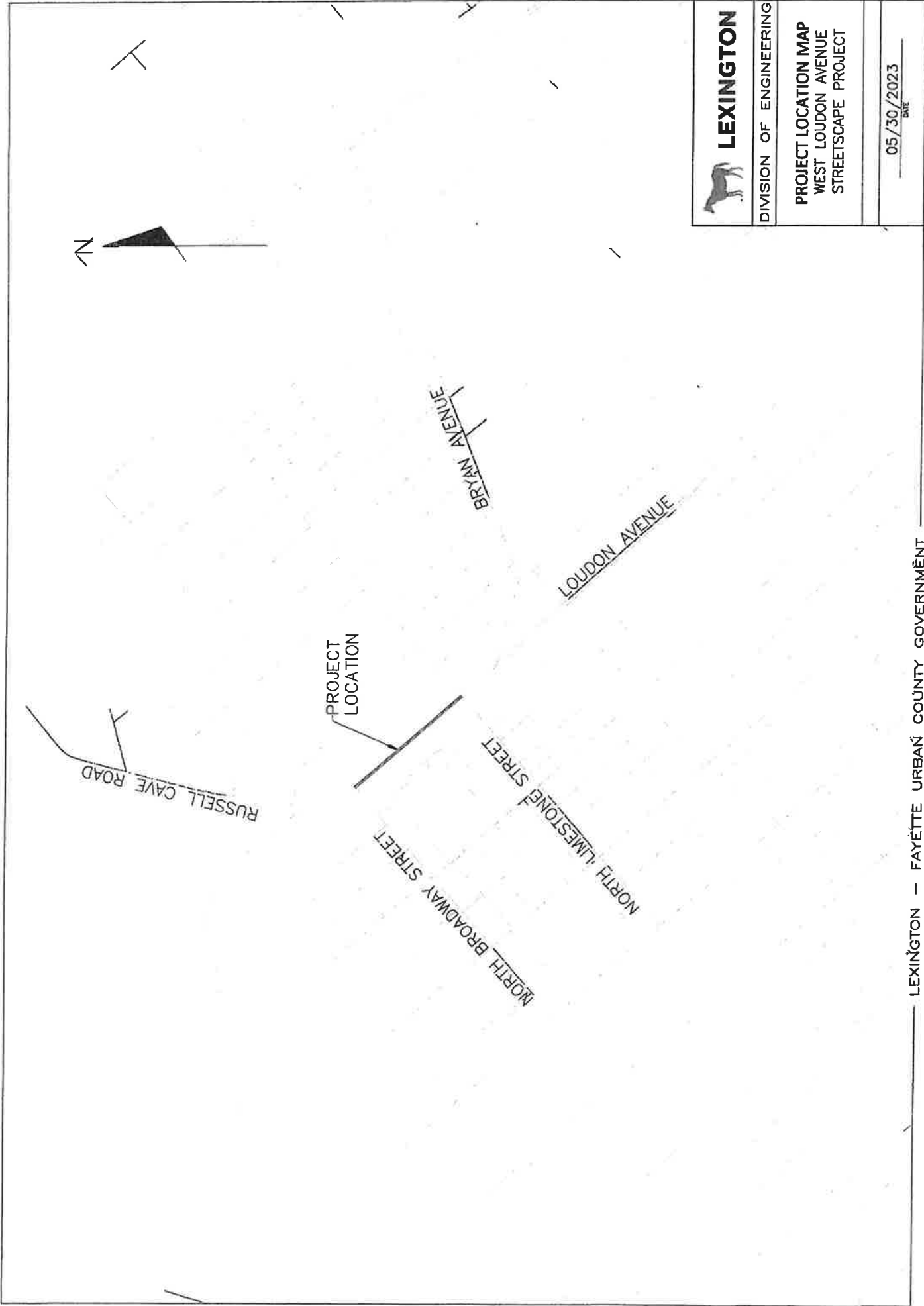
LFUCG  
W. LOUDON STREETSCAPE  
\$73,600/TAP  
07-03203.00  
Supplemental # 04  
SC-628-2200000375

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**LEXINGTON**

DIVISION OF ENGINEERING

**PROJECT LOCATION MAP**  
 WEST LOUDON AVENUE  
 STREETSCAPE PROJECT

05/30/2023  
DATE



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0614-25**

**File ID:** 0614-25

**Type:** Resolution

**Status:** Approved

**Version:** 1

**Contract #:**

**In Control:** Urban County Council

**File Created:** 06/12/2025

**File Name:** Dogwood Trace Blvd Speed Limit

**Final Action:** 07/01/2025

**Title:** A Resolution designating the speed limit on Dogwood Trace Blvd., from Agape Dr. eastward to the end of the street, as 25 miles per hour and authorizing and directing the Div. of Traffic Engineering to install proper and appropriate signs in accordance with the designation. [Div. of Traffic Engineering, Neal]

**Notes:** Speed limit change from 35 to 25 mph between Agape Drive and end of street

**Sponsors:**

**Enactment Date:** 07/01/2025

**Attachments:** Blue Sheet Memo\_\_Dogwood Trace Speed Limit.pdf, Dogwood Trace Speed Limit Study.pdf, RESO 0614-25 Dogwood Trace Blvd Speed Limit 4914-5239-8158 v.1.docx, R-326-2025

**Enactment Number:** R-326-2025

**Deed #:**

**Hearing Date:**

**Drafter:** J Neal

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	06/24/2025	Approved and Referred to Docket	Urban County Council	06/26/2025		Pass
1	Urban County Council	06/26/2025	Received First Reading	Urban County Council	07/01/2025		
1	Urban County Council	07/01/2025	Approved				Pass

### Text of Legislative File 0614-25

#### Title

A Resolution designating the speed limit on Dogwood Trace Blvd., from Agape Dr. eastward to the end of the street, as 25 miles per hour and authorizing and directing the Div. of Traffic Engineering to install proper and appropriate signs in accordance with the designation. [Div. of Traffic Engineering, Neal]

#### Summary

Authorization to change the posted speed limit from 35mph to 25mph on Dogwood Trace Boulevard from Agape Drive eastward to the end of the street. No Budgetary impact.

(L0614-25)(Neal/Albright)

Budgetary Implications: NO

Advance Document Review:

**Law:** No

**Risk Management:** No

Fully Budgeted: Yes

Account Number: NA

This Fiscal Year Impact: \$0

Annual Impact: \$0

Project:


Activity:

Budget Reference:

Current Balance:



TO: Mayor Linda Gorton  
Urban County Council

FROM:   
Jeffery Neal, Director  
Division of Traffic Engineering

DATE: June 13, 2025

SUBJECT: Speed Limit Change – Dogwood Trace Boulevard (Agape Drive to end of street)

---

**Request**

Authorization to change the posted speed limit of Dogwood Trace Boulevard from Agape Drive, eastward to the end of the street.

**Why are you requesting?**

A recent speed study of Dogwood Trace Boulevard indicates that 25mph is a more appropriate speed limit than the current 35mph. Although the entire street is classified as a collector route, it begins to transition to a local classification street just east of the intersection with Agape Drive before the cross-section changes to a true local street in the vicinity of Dresden Way.

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

The cost for this FY is: \$ 0.00  
The cost for future FY is: \$ 0.00

**Are the funds budgeted?**

Yes

**File Number:**

**Director/Commissioner:** Neal/Albright




Map – Dogwood Trace Boulevard (Agape Drive to end of street)





TO: Whitney Baxter, 9<sup>th</sup> District Council Member

FROM:   
Roger T Mulvaney, PE, PTOE Traffic Engineer Manager

DATE: April 25, 2025

**SUBJECT: Speed Study on Dogwood Trace Boulevard**

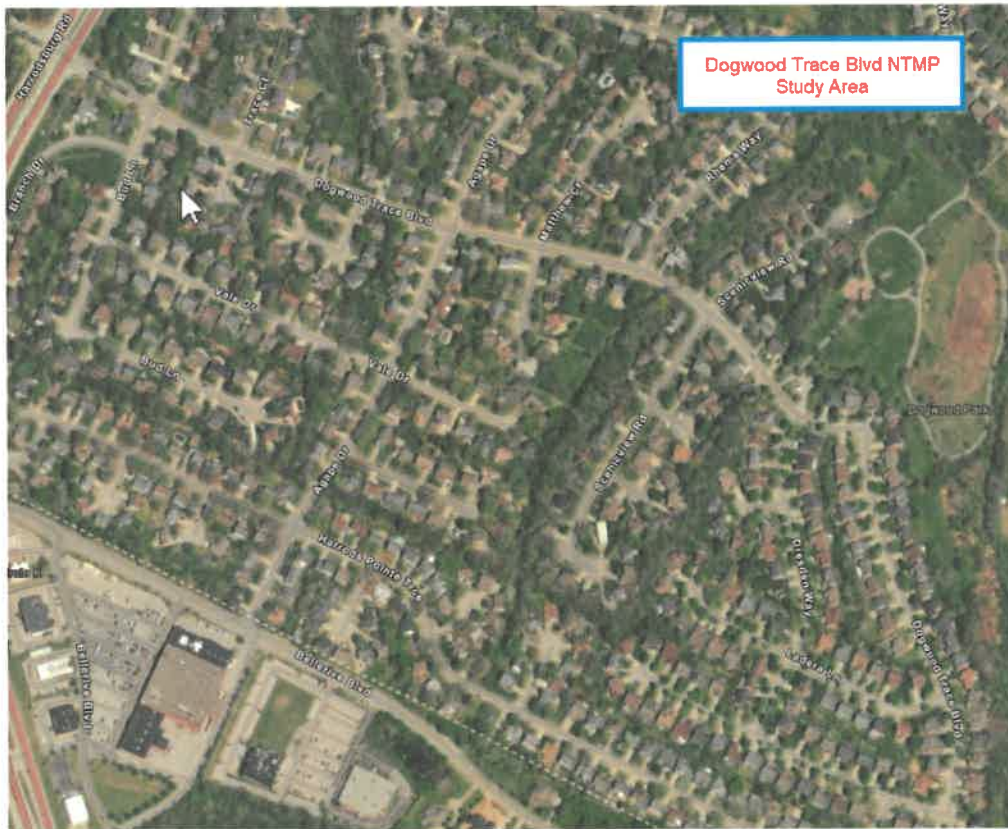
Per a traffic engineering observation, a study was completed on Dogwood Trace Boulevard to determine if a speed reduction is warranted on this street.

**Summary**

In Summary, due to the traffic volumes, roadway geometry, and the recorded 85<sup>th</sup> percentile speeds, **Traffic Engineering recommends lowering the speed limit to 25mph from Agape Drive to the end of the street and no change to the 35mph designations between Harrodsburg Road and Agape Drive.**

The supporting analysis for this recommendation is detailed in the following pages.





*Aerial of Dogwood Trace Boulevard, study areas and surrounding areas*

The study looked at the volume and speed of vehicles utilizing the street for a 72-hour period. Volume and speed data were collected at four locations on Dogwood Trace Boulevard. This first location is between Trace Court and Charisma Court, second one is between Matthew Court and Rhema Way, third one is between Scenic View Road and Dresden Way, and fourth one is between Dresden Way and Ladera Lane. Traffic counts were placed at a fifth location between Ashmont Way and Dresden Way but were discarded due to corrupted data.





The Federal Highway Administration's Manual on Uniform Traffic Control Devices (MUTCD) Section 2B.21 addresses speed limits by stating"

**Speed zones (other than statutory speed limits) shall only be established on the basis of an engineering study that has been performed in accordance with traffic engineering practices. The engineering study shall consider the roadway context.**

Among the factors that should be considered when conducting an engineering study for establishing or reevaluating speed limits within speed zones are the following:

- A. Roadway environment (such as roadside development, number and frequency of driveways and access points, and land use), functional classification, public transit volume and location or frequency of stops, parking practices, and pedestrian and bicycle facilities and activity;
- B. Roadway characteristics (such as lane widths, shoulder condition, grade, alignment, median type, and sight distance);
- C. Geographic context (such as an urban district, rural town center, non-urbanized rural area, or suburban area), and multi-modal trip generation;
- D. Reported crash experience for at least a 12-month period;
- E. Speed distribution of free-flowing vehicles including the pace, median (50th-percentile), and 85<sup>th</sup>-percentile speeds; and
- F. A review of past speed studies to identify any trends in operating speeds.

### **Traffic Study**

The findings of the speed analysis on Dogwood Trace Boulevard are as follows:

- A. Dogwood Trace Boulevard is classified as a residential collector street. On street parking is permitted but most parcels that are adjacent to Dogwood Trace Boulevard include driveways. While the street consists mostly of single-family residential homes, the lot sizes are larger closer to Harrodsburg Road and more moderately sized in the back sections of this road after Scenicview Road. Dogwood Park is accessed from Dogwood Trace Boulevard and there is low to moderate pedestrian and bicycle use on this road typical for a suburban application.
- B. The posted speed limit on Dogwood Trace Boulevard is 35 mph. Dogwood Trace Boulevard is typically a 40 feet wide street between Harrodsburg Road and Scenicview Road and is typically a 30 feet wide street between Scenicview Road and the end of the street. Utility strips, sidewalks and street lights are present on the entire length of Dogwood Trace Boulevard. Some pavement markings are present on Dogwood Trace Boulevard near Harrodsburg Road and Agape Drive.
- C. Dogwood Trace Boulevard is the main thoroughfare through the Dogwood Trace subdivision in a suburban section of Lexington in the 9<sup>th</sup> Council District.



D. A review of the collision history of this roadway per [crashinformationky.org](http://crashinformationky.org) registered 2 recorded collisions in the study area during the 3 years (36 months) prior to this analysis (March 1, 2022 to March 30, 2025).

E.

Collision Type	Collision Manner	Date	Severity
1 VEHICLE PARKING POSITION	ANGLE	2/25/2025	Property Damage Only
1 VEHICLE PARKING POSITION	BACKING	12/28/2023	Property Damage Only



Crash location map on Dogwood Trace Boulevard ([crashinformationky.org](http://crashinformationky.org))



F. The following table is a summary of the data collected along Dogwood Trace Boulevard.

Location	Avg. Speed (mph)	Mode Speed (mph)	% over 35 mph	85 <sup>th</sup> PCTL Speed (mph)	Peak Hour Vol. (veh)		Avg. Daily Traffic Vol. (veh)	
Dogwood Trace Boulevard (EB 2461 Dogwood Trace Boulevard)	31.55	35	15.62%	36	167	386	1,271	2,630
Dogwood Trace Boulevard (WB 2461 Dogwood Trace Boulevard)	31.42	35	15.40%	36	219		1,359	
Dogwood Trace Boulevard (EB at 4797 Rhema Way)	32.97	35	29.82%	32.97	88	190	686	1,369
Dogwood Trace Boulevard (WB at 4797 Rhema Way)	31.81	35	24.44%	37	102		683	
Dogwood Trace Boulevard (EB 2397 Dogwood Trace Boulevard)	23.31	35	2.62%	28	66	137	521	999
Dogwood Trace Boulevard (WB 2397 Dogwood Trace Boulevard)	23.57	35	0.30%	27	71		478	
Dogwood Trace Boulevard (EB 2349 Dogwood Trace Boulevard)	25.53	35	4.38%	32	15	30	125	228
Dogwood Trace Boulevard (WB 2349 Dogwood Trace Boulevard)	24.84	35	3.42%	30	15		103	

The 85<sup>th</sup> percentile speed along Dogwood Trace Boulevard were found to be in the range of 37 mph in the westbound direction at 4797 Rhema Way to 27 mph in the westbound direction at 2397 Dogwood Trace. The 85<sup>th</sup> percentile speed, or the speed at which 85% of the vehicles are traveling at or below, is based on the theory that a large majority of drivers are reasonable and prudent, do not want to have a crash, and want to reach their destination in the shortest amount of time possible. The average speeds were 23 to 31 mph range.

G. For comparison, LPD provided a speed study from April 2024 that showed the 85th percentile speed in the area of Dogwood Trace Boulevard & Scenicview Drive to be 37 mph. This information is shared on the following page.



**Lexington Police**  
 Traffic Section  
 S.O R. Lyons  
**Traffic Survey Summary**

Batch Number: 041824-A

Start Date: 04/18/24  
 End Date: 04/25/24

Start Time: 09:34 AM  
 End Time: 09:16 AM

Zone: Residential  
 Location: Dogwood Trace/ Scenicview

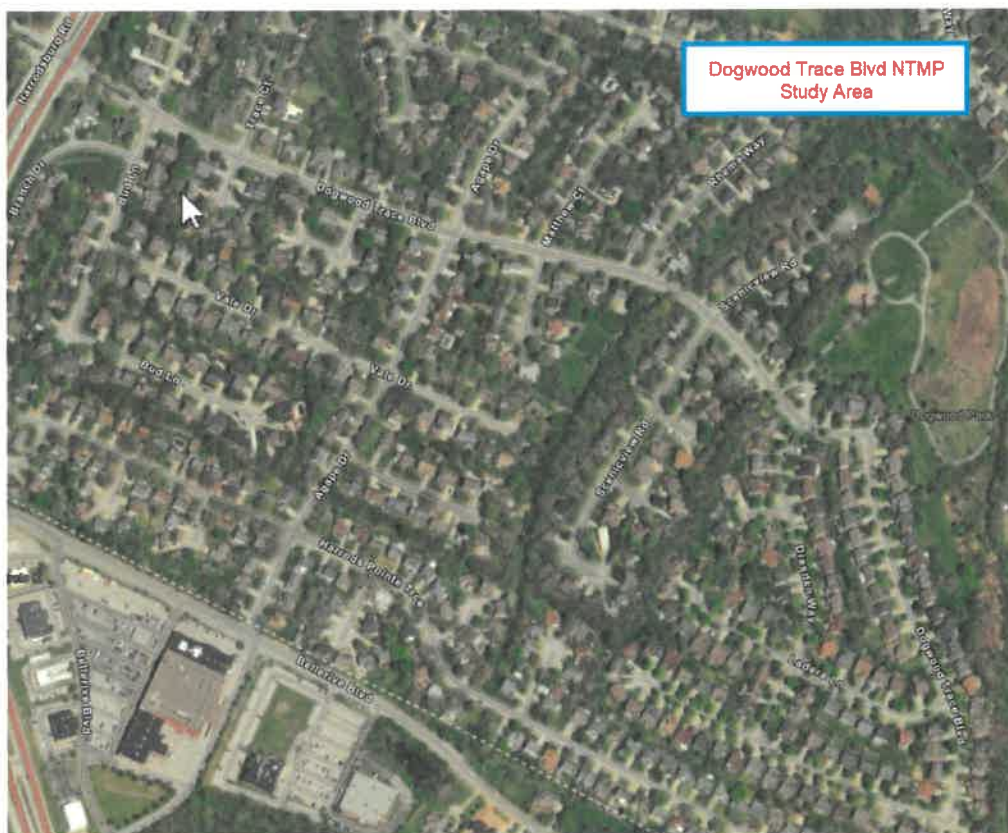
Direction of Travel: South

Display Scheme: 15 to 70 by 5 MPH - Approaching Vehicles Only

Speed	1 - 14	15 - 19	20 - 24	25 - 29	30 - 34	35 - 39	40 - 44	45 - 49	50 - 54	55 - 59	60 - 64	65 - 69	70 - 999
Volume	0	187	259	921	2053	1329	218	13	3	0	0	0	0
% of Total	%	3.75%	5.2%	18.48%	41.2%	26.67%	4.37%	.26%	.06%	.%	.%	.%	.%
Total Vehicles: 4983													

Speed Statistics		10 MPH Pace		Number Exceeding Limit				
Posted	35	Pace Speed	27 to 37	Speed	35+	45+	55+	Total
# At/Under Limit	3830	# in Pace	3751	Number	1140	13	0	1153
# Over Limit	1153	% in Pace	75 %	Percent	22.88%	.26%	.%	23.14%
Average Speed	31.8	85th Percentile	37					





*Aerial of Dogwood Trace Boulevard, study areas and surrounding areas*

### **Emergency Services Review**

The Division of Traffic Engineering coordinated with representatives from the Division of Police and Division of Fire and Emergency Services to obtain input regarding traffic and safety operations of Dogwood Trace Boulevard.

- The Division of Police has reviewed this document and has no objections to the recommendations in this report.
- The Division of Fire and Emergency Services has reviewed this document and has no objections to the recommendations in this report.



## Recommendation

**In conclusion, due to the traffic volumes, roadway geometry, and the recorded 85<sup>th</sup> percentile speeds, Traffic Engineering recommends lowering the speed limit to 25 mph on Dogwood Trace Boulevard from Agape Drive to the end of the street and no change to the 35mph designation between Harrodsburg Road and Agape Drive.**

Should you have any questions about the information included in this report, please contact Roger Mulvaney in the Division of Traffic Engineering at (859) 258-3480 or [rmulvaney@lexingtonky.gov](mailto:rmulvaney@lexingtonky.gov).

cc: Nancy Albright, PE, Commissioner of Environmental Quality & Public Works  
Jeffery Neal, PE, Director of Traffic Engineering  
Jim Woods, PE, PLS, Deputy Director of Traffic Engineering  
Shannon Ison, Captain, Division of Fire & Emergency Services  
Christopher Van Brackel, Lieutenant, Division of Police  
Elizabeth Withers, Legislative Aide to CM Baxter



RESOLUTION NO. \_\_\_\_\_-2025

A RESOLUTION DESIGNATING THE SPEED LIMIT ON DOGWOOD TRACE BOULEVARD, FROM AGAPE DRIVE EASTWARD TO THE END OF THE STREET, AS 25 MILES PER HOUR AND AUTHORIZING AND DIRECTING THE DIVISION OF TRAFFIC ENGINEERING TO INSTALL PROPER AND APPROPRIATE SIGNS IN ACCORDANCE WITH THE DESIGNATION.

---

WHEREAS, pursuant to Code of Ordinances Section 18-51 and other authorities, the Division of Traffic Engineering is authorized and empowered to maintain traffic-control signs, signals, and devices deemed necessary to regulate traffic; and

WHEREAS, pursuant to Section 18-66 of the Code of Ordinances, the Urban County Government may determine that certain speed regulations shall be applicable on certain streets or in certain areas; and

WHEREAS, the Urban County Council has determined that the speed limit on Dogwood Trace Boulevard, from Agape Drive, eastward to the end of the street, should be 25 miles per hour.

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

Section 1 - That the speed limit on Dogwood Trace Boulevard, from Agape Drive, eastward to the end of the street, be and hereby is designated as 25 miles per hour and the Division of Traffic Engineering is authorized and directed to install proper and appropriate signs in accordance with that designation.

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

PASSED URBAN COUNTY COUNCIL:

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MAYOR

ATTEST:

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CLERK OF URBAN COUNTY COUNCIL

0614-25;GET:4914-5239-8158, v. 1

RESOLUTION NO. 326 -2025

A RESOLUTION DESIGNATING THE SPEED LIMIT ON DOGWOOD TRACE BOULEVARD, FROM AGAPE DRIVE EASTWARD TO THE END OF THE STREET, AS 25 MILES PER HOUR AND AUTHORIZING AND DIRECTING THE DIVISION OF TRAFFIC ENGINEERING TO INSTALL PROPER AND APPROPRIATE SIGNS IN ACCORDANCE WITH THE DESIGNATION.

WHEREAS, pursuant to Code of Ordinances Section 18-51 and other authorities, the Division of Traffic Engineering is authorized and empowered to maintain traffic-control signs, signals, and devices deemed necessary to regulate traffic; and

WHEREAS, pursuant to Section 18-66 of the Code of Ordinances, the Urban County Government may determine that certain speed regulations shall be applicable on certain streets or in certain areas; and

WHEREAS, the Urban County Council has determined that the speed limit on Dogwood Trace Boulevard, from Agape Drive, eastward to the end of the street, should be 25 miles per hour.

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

Section 1 - That the speed limit on Dogwood Trace Boulevard, from Agape Drive, eastward to the end of the street, be and hereby is designated as 25 miles per hour and the Division of Traffic Engineering is authorized and directed to install proper and appropriate signs in accordance with that designation.

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

PASSED URBAN COUNTY COUNCIL: July 1, 2025

*Linda Gorton*

MAYOR

ATTEST:

*[Signature]*

CLERK OF URBAN COUNTY COUNCIL





# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0615-25**

**File ID:** 0615-25

**Type:** Resolution

**Status:** Approved

**Version:** 1

**Contract #:** 185-2025

**In Control:** Urban County Council

**File Created:** 06/13/2025

**File Name:** FY 2026 Fiscal Court Agreement

**Final Action:** 07/01/2025

**Title:**  
A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement with the Fayette Fiscal Court, accepting and establishing funding for Fiscal Year 2026 County Road Aid Projects in the Rural Service Area. [Div. of Engineering, Burton]

**Notes:** RIO 6/26/2025. MS

SAF in the CCO. Returned to Andrew G. 7/2/2025. MS

**Sponsors:**

**Enactment Date:** 07/01/2025

**Attachments:** County Agreement FY-26-Bluesheet Memo 250Lex project list.pdf, FY-26 Agreement - Signed.pdf, RESO 615-25 County Road Aid Funding for FY2026 4917-3044-1551 v.1.docx, R-327-2025, 185-2025 - 327-2025 - CONTRACT - 2025 - CLK - Contracts - 7-2-2025

**Enactment Number:** R-327-2025

**Deed #:**

**Hearing Date:**

**Drafter:** Sara Burd

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	06/24/2025	Approved and Referred to Docket	Urban County Council	06/26/2025		Pass
1	Urban County Council	06/26/2025	Received First Reading	Urban County Council	07/01/2025		
1	Urban County Council	07/01/2025	Approved				Pass

### Text of Legislative File 0615-25

**Title**

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement with the Fayette Fiscal Court, accepting and establishing funding for Fiscal Year 2026 County Road Aid Projects in the Rural Service Area. [Div. of Engineering, Burton]

**Summary**

Authorization to enter into an Agreement with the Fayette Fiscal Court accepting and establishing funding for FY 2026 County Road Aid projects in the Rural Service Area. The estimated amount of the funds is \$919,019.83. (L0615-25)(Burton/Albright)

Budgetary Implications: Y

Advance Document Review:

**Law:** Yes, Michael Cravens, June 13, 2025

**Risk Management:** N/A

Fully Budgeted: BA to follow

Account Number:

This Fiscal Year Impact: \$919, 019.83

Annual Impact: N/A

Project:

Activity:

Budget Reference:

Current Balance: BA in process



TO: Mayor Linda Gorton  
Urban County Council

FROM: Doug Burton, Director  
Division of Engineering

DATE: June 5, 2025

SUBJECT: FY-2026 Fiscal Court Agreement

---

**Request:**

Authorization for the Mayor to enter into an agreement with the Fayette Fiscal Court accepting and establishing funding for Fiscal Year 2026 County Road Aid projects in the Rural Service Area. The estimated amount of the funds is \$919,019.83.

**Purpose of Request:**

The LFUCG Department of Environmental Quality & Public Works needs this action to accept and spend the funds for resurfacing, maintaining and emergency projects on county roads in the Rural Service Area of Fayette County.



## County Roads for Resurfacing FY- 2026

### Resurfacing

Street Name	Section_From	Section_To	Length (miles)	Estimated Cost
Gentry Rd	N Baxter Blvd	Gentry Ln	1.48	\$374,000
Kenney Ln	Iron Works Pike	Talking Picture Ln	0.24	\$61,000
Kenney Ln	Talking Picture Ln	Dixiana Domino Rd	0.62	\$158,000
				<b>\$593,000</b>

### Projects

Street Name	Section_From	Section_To	Length (miles)	Estimated Cost
20% Match for Berea Rd Repaving	Georgetown RD	Iron Works Pike	1.1	\$56,000
Shouldering on Evans Mill Road	Driveway at 1520 Evans Mill	Beginning of Pond at 1571 Evans Mill	0.24	\$90,000
Inspect Culvert on Evans Mill	0.28 Mile from Old Richmond Road		N/A	\$25,000
Funding for Jack Creek Pike Slope Failure	0.5 from Dead End		N/A	\$100,000
Slip line - Culvert on Alexandria Drive	1/3 mile from New Circle Road Overpass		N/A	\$55,000
				<b>\$326,000</b>
<b>Total</b>				<b>\$919,000</b>

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

The cost for this FY is:       \$919,019.83  
 The cost for future FY is:    N/A

**Are the funds budgeted?**

Yes

**File Number:** 0615-25

**Director/Commissioner:** Burton/Albright



## A G R E E M E N T – F Y 2 0 2 6

THIS AGREEMENT, made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky created pursuant to KRS Chapter 67A (hereinafter Government), on behalf of its Department of Environmental Quality & Public Works and the FAYETTE FISCAL COURT, a Fiscal Court of the Commonwealth of Kentucky (hereinafter Court) and Honorable MARY DIANE HANNA, Fayette County Judge/Executive (hereinafter County Judge).

### W I T N E S S E T H

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

1. All sums payable to Fayette County pursuant to KRS 179.415 County Road Aid Fund for the period of July 1, 2025 until June 30, 2026, including any sums due from prior years, shall be paid directly to the Government.

2. County Judge shall be entitled to all sums payable for Fayette County pursuant to the KRS 67.722 County Road Program Expense Fund for the period from July 1, 2025 until June 30, 2026.

3. Government by and through its Department of Environmental Quality & Public Works, shall, subject to the receipt of funds provided for in paragraph 1 above, perform all duties and services with respect to the following County Road Aid Fund projects; except as otherwise specified in this AGREEMENT, as indicated in ATTACHMENT A of this Agreement.

4. The parties understand that the cost of the projects referred to in paragraph 3 above may exceed the expected funds available for the period covered by this AGREEMENT and it is understood by the parties that once the funds available for the period covered by this AGREEMENT are committed, no additional projects shall be undertaken and any project not completed will be given first consideration for completion during the next fiscal year.

5. The parties understand that the estimated funds for FY 2026, identified in paragraph 1, are listed in ATTACHMENT B of this Agreement and will be used to complete the projects listed in paragraph 3.

6. Government recognizes that the projects referred to in paragraph 3 are listed in order of intended priority, but it is agreed by the parties that such listing shall not require a specified order for beginning or completing projects, nor shall it preclude the use of County Road Aid Funds for any regular, routine maintenance or emergencies on county roads, as specified by an amendment to this AGREEMENT approved by the parties hereto.

7. It is further agreed by and between the parties that any sums provided in paragraph 1 above which are not expended for the projects specified in paragraph 3 shall be used for resurfacing on

county roads, repairs to the county roads and/or county road projects, as specified by Amendment to this AGREEMENT approved by the parties hereto.

8. For the projects specified in paragraph 3 of this AGREEMENT, County Judge shall:

- a. Relate to the Commissioner of Environmental Quality and Public Works, or his designee, within a reasonable time, not to exceed ten (10) days from receipt, any and all complaints received concerning these projects, with copies to the Mayor, Urban County Council Office, and members of the Court; and
- b. Process an amendment to this AGREEMENT, as provided for in paragraph 6 or 7 hereof, for approval by Government and Court for 2025-2026 regular routine maintenance or emergencies on county roads and resurfacing.

9. For the purpose of selecting projects to be done during the period from July 1, 2025 until June 30, 2026, County Judge shall:

- a. Forward to the Commissioner of Environmental Quality and Public Works, within a reasonable time, not to exceed ten (10) days from receipt, any and all complaints, requests, or comments received concerning the condition of county roads, so that these may be considered for funding from either 2024-2025 or 2025-2026 funds.
- b. Schedule a public hearing for the Court for the purpose of receiving comments from the public as to the use of 2025-2026 KRS 179.415 funds. The County Judge shall notify the Urban County Council, the Office of Public Information so that the media can be notified and notify the Clerk of the Urban County Council so that notices can be published.
- c. Process a resolution and 2025-2026 Agreement through the Court for the purpose of designating which projects shall be funded the next year. The County Judge shall thereafter forward the same to the Department of Environmental Quality & Public Works and the Urban County Council.

10. County Judge shall promptly respond to any and all citizen complaints, calls, etc., he/she receives relating to the county roads. In his/her absence, inquiries regarding immediate attention shall be directly referred to the Office of either the Commissioner of the Department of Environmental Quality & Public Works.

11. The records of all parties to this AGREEMENT which pertain in any respect to the County Road Aid Fund or to the county roads generally shall be made available upon request, for inspection by either party.

12. County Judge shall be present at the Government's meetings when requested, for purposes of discussing the County Road Aid Fund or the county roads.

13. County Judge shall forward to the Mayor, all correspondence other than citizen's inquiries, pertaining to the KRS 179.415 County Road Aid Fund within a reasonable time of his/her receipt of the same. County Judge shall also forward to the Mayor immediately all other correspondence, notices, etc., pertaining to the Government which are unrelated to his/her official duties, such as letters concerning the KRS 177.365 Municipal Aid Program, KRS 42.450 Local Government Economics Assistance Fund, KRS 186.535 Operator's License Fee Revenues, notification of special grants; programs applying only to counties, etc. In order to reduce confusion for everyone, County Judge further agrees to affirmatively notify appropriate agencies, officials, and individuals that matters not related to his/her official duties such as those listed above, should be directed to Government's Mayor.

14. This AGREEMENT shall continue in effect until completion of the projects specified in paragraph 3.

15. Government shall provide County Judge and members of the Court general liability insurance coverage in the amount of at least \$5,000,000.00 to insure them against omissions or acts of negligence that may be committed in their official capabilities.

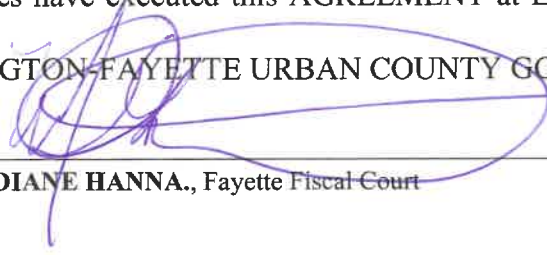
16. County Judge shall execute a bond for faithful performance of his/her duties as provided in KRS 67.720. Government shall pay the premium on such bond as provided in KRS 62.150.

17. This instrument contains the entire AGREEMENT between the parties, and no statement, promises, or inducements made by any 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 endorsed hereon.

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Meredith Watson, DC  
ATTEST:

BY:   
MARY DIANE HANNA., Fayette Fiscal Court

\_\_\_\_\_  
ATTEST:

BY: \_\_\_\_\_  
LINDA GORTON, MAYOR - Lexington Fayette Urban County Government

**ATTACHMENT A**  
**COUNTY AGREEMENT FY 2026**

**County Roads for Resurfacing FY- 2026**

**Resurfacing**

<b>Street Name</b>	<b>Section_From</b>	<b>Section_To</b>	<b>Length (miles)</b>	<b>Estimated Cost</b>
Gentry Rd	N Baxter Blvd	Gentry Ln	1.48	\$374,000
Kenney Ln	Iron Works Pike	Talking Picture Ln	0.24	\$61,000
Kenney Ln	Talking Picture Ln	Dixiana Domino Rd	0.62	\$158,000
				<b>\$593,000</b>

**Projects**

<b>Street Name</b>	<b>Section_From</b>	<b>Section_To</b>	<b>Length (miles)</b>	<b>Estimated Cost</b>
20% Match for Berea Rd Repaving	Georgetown RD	Iron Works Pike	1.1	\$56,000
Shouldering on Evans Mill Road	Driveway at 1520 Evans Mill	Beginning of Pond at 1571 Evans Mill	0.24	\$90,000
Inspect Culvert on Evans Mill	0.28 Mile from Old Richmond Road		N/A	\$25,000
Funding for Jack Creek Pike Slope Failure	0.5 from Dead End		N/A	\$100,000
Slip line - Culvert on Alexandria Drive	1/3 mile from New Circle Road Overpass		N/A	\$55,000
				<b>\$326,000</b>
			<b>Total</b>	<b>\$919,000</b>



**ATTACHMENT B**  
**COUNTY AGREEMENT FY 2026**

Estimated FY 2026 (July 1, 2025 to June 30, 2026) Funding to be accepted by the Lexington Fayette Urban County Government \$919,019.83.

RESOLUTION NO. \_\_\_\_\_ – 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH THE FAYETTE FISCAL COURT, ACCEPTING AND ESTABLISHING FUNDING FOR FISCAL YEAR 2026 COUNTY ROAD AID PROJECTS IN THE RURAL SERVICE AREA.

---

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 the Agreement, which is attached hereto and incorporated herein by reference, with the Fayette Fiscal Court, accepting and establishing funding for Fiscal Year 2026 County Road Aid projects in the Rural Service Area.

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

615-25:MSC:4917-3044-1551, v. 1

RESOLUTION NO. 327 – 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH THE FAYETTE FISCAL COURT, ACCEPTING AND ESTABLISHING FUNDING FOR FISCAL YEAR 2026 COUNTY ROAD AID PROJECTS IN THE RURAL SERVICE AREA.

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 the Agreement, which is attached hereto and incorporated herein by reference, with the Fayette Fiscal Court, accepting and establishing funding for Fiscal Year 2026 County Road Aid projects in the Rural Service Area.

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

PASSED URBAN COUNTY COUNCIL: July 1, 2025

*Linda Gorton*

MAYOR

ATTEST:

*Allan*

CLERK OF URBAN COUNTY COUNCIL

615-25:MSC:4917-3044-1551, v. 1

AGREEMENT – FY 2026

THIS AGREEMENT, made and entered into on the 2nd day of July, 2025, by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky created pursuant to KRS Chapter 67A (hereinafter Government), on behalf of its Department of Environmental Quality & Public Works and the FAYETTE FISCAL COURT, a Fiscal Court of the Commonwealth of Kentucky (hereinafter Court) and Honorable MARY DIANE HANNA, Fayette County Judge/Executive (hereinafter County Judge).

WITNESSETH

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

1. All sums payable to Fayette County pursuant to KRS 179.415 County Road Aid Fund for the period of July 1, 2025 until June 30, 2026, including any sums due from prior years, shall be paid directly to the Government.
2. County Judge shall be entitled to all sums payable for Fayette County pursuant to the KRS 67.722 County Road Program Expense Fund for the period from July 1, 2025 until June 30, 2026.
3. Government by and through its Department of Environmental Quality & Public Works, shall, subject to the receipt of funds provided for in paragraph 1 above, perform all duties and services with respect to the following County Road Aid Fund projects; except as otherwise specified in this AGREEMENT, as indicated in ATTACHMENT A of this Agreement.
4. The parties understand that the cost of the projects referred to in paragraph 3 above may exceed the expected funds available for the period covered by this AGREEMENT and it is understood by the parties that once the funds available for the period covered by this AGREEMENT are committed, no additional projects shall be undertaken and any project not completed will be given first consideration for completion during the next fiscal year.
5. The parties understand that the estimated funds for FY 2026, identified in paragraph 1, are listed in ATTACHMENT B of this Agreement and will be used to complete the projects listed in paragraph 3.
6. Government recognizes that the projects referred to in paragraph 3 are listed in order of intended priority, but it is agreed by the parties that such listing shall not require a specified order for beginning or completing projects, nor shall it preclude the use of County Road Aid Funds for any regular, routine maintenance or emergencies on county roads, as specified by an amendment to this AGREEMENT approved by the parties hereto.
7. It is further agreed by and between the parties that any sums provided in paragraph 1 above which are not expended for the projects specified in paragraph 3 shall be used for resurfacing on

county roads, repairs to the county roads and/or county road projects, as specified by Amendment to this AGREEMENT approved by the parties hereto.

8. For the projects specified in paragraph 3 of this AGREEMENT, County Judge shall:

- a. Relate to the Commissioner of Environmental Quality and Public Works, or his designee, within a reasonable time, not to exceed ten (10) days from receipt, any and all complaints received concerning these projects, with copies to the Mayor, Urban County Council Office, and members of the Court; and
- b. Process an amendment to this AGREEMENT, as provided for in paragraph 6 or 7 hereof, for approval by Government and Court for 2025-2026 regular routine maintenance or emergencies on county roads and resurfacing.

9. For the purpose of selecting projects to be done during the period from July 1, 2025 until June 30, 2026, County Judge shall:

- a. Forward to the Commissioner of Environmental Quality and Public Works, within a reasonable time, not to exceed ten (10) days from receipt, any and all complaints, requests, or comments received concerning the condition of county roads, so that these may be considered for funding from either 2024-2025 or 2025-2026 funds.
- b. Schedule a public hearing for the Court for the purpose of receiving comments from the public as to the use of 2025-2026 KRS 179.415 funds. The County Judge shall notify the Urban County Council, the Office of Public Information so that the media can be notified and notify the Clerk of the Urban County Council so that notices can be published.
- c. Process a resolution and 2025-2026 Agreement through the Court for the purpose of designating which projects shall be funded the next year. The County Judge shall thereafter forward the same to the Department of Environmental Quality & Public Works and the Urban County Council.

10. County Judge shall promptly respond to any and all citizen complaints, calls, etc., he/she receives relating to the county roads. In his/her absence, inquiries regarding immediate attention shall be directly referred to the Office of either the Commissioner of the Department of Environmental Quality & Public Works.

11. The records of all parties to this AGREEMENT which pertain in any respect to the County Road Aid Fund or to the county roads generally shall be made available upon request, for inspection by either party.

12. County Judge shall be present at the Government's meetings when requested, for purposes of discussing the County Road Aid Fund or the county roads.

13. County Judge shall forward to the Mayor, all correspondence other than citizen's inquiries, pertaining to the KRS 179.415 County Road Aid Fund within a reasonable time of his/her receipt of the same. County Judge shall also forward to the Mayor immediately all other correspondence, notices, etc., pertaining to the Government which are unrelated to his/her official duties, such as letters concerning the KRS 177.365 Municipal Aid Program, KRS 42.450 Local Government Economics Assistance Fund, KRS 186.535 Operator's License Fee Revenues, notification of special grants; programs applying only to counties, etc. In order to reduce confusion for everyone, County Judge further agrees to affirmatively notify appropriate agencies, officials, and individuals that matters not related to his/her official duties such as those listed above, should be directed to Government's Mayor.

14. This AGREEMENT shall continue in effect until completion of the projects specified in paragraph 3.

15. Government shall provide County Judge and members of the Court general liability insurance coverage in the amount of at least \$5,000,000.00 to insure them against omissions or acts of negligence that may be committed in their official capabilities.

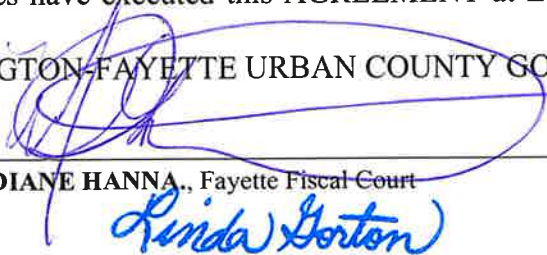
16. County Judge shall execute a bond for faithful performance of his/her duties as provided in KRS 67.720. Government shall pay the premium on such bond as provided in KRS 62.150.

17. This instrument contains the entire AGREEMENT between the parties, and no statement, promises, or inducements made by any 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 endorsed hereon.

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

*Meredith Watson, DC*  
ATTEST:

BY:   
MARY DIANE HANNA, Fayette Fiscal Court

*Margie Jack*  
ATTEST:

BY: *Linda Gorton*  
LINDA GORTON, MAYOR - Lexington Fayette Urban County Government

**ATTACHMENT A  
COUNTY AGREEMENT FY 2026**

**County Roads for Resurfacing FY- 2026**

**Resurfacing**

<b>Street Name</b>	<b>Section_From</b>	<b>Section_To</b>	<b>Length (miles)</b>	<b>Estimated Cost</b>
Gentry Rd	N Baxter Blvd	Gentry Ln	1.48	\$374,000
Kenney Ln	Iron Works Pike	Talking Picture Ln	0.24	\$61,000
Kenney Ln	Talking Picture Ln	Dixiana Domino Rd	0.62	\$158,000
				<b>\$593,000</b>

**Projects**

<b>Street Name</b>	<b>Section_From</b>	<b>Section_To</b>	<b>Length (miles)</b>	<b>Estimated Cost</b>
20% Match for Berea Rd Repaving	Georgetown RD	Iron Works Pike	1.1	\$56,000
Shouldering on Evans Mill Road	Driveway at 1520 Evans Mill	Beginning of Pond at 1571 Evans Mill	0.24	\$90,000
Inspect Culvert on Evans Mill	0.28 Mile from Old Richmond Road		N/A	\$25,000
Funding for Jack Creek Pike Slope Failure	0.5 from Dead End		N/A	\$100,000
Slip line - Culvert on Alexandria Drive	1/3 mile from New Circle Road Overpass		N/A	\$55,000
				<b>\$326,000</b>
			<b>Total</b>	<b>\$919,000</b>

**ATTACHMENT B**  
**COUNTY AGREEMENT FY 2026**

Estimated FY 2026 (July 1, 2025 to June 30, 2026) Funding to be accepted by the Lexington Fayette Urban County Government \$919,019.83.





# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0616-25**

**File ID:** 0616-25

**Type:** Resolution

**Status:** Approved

**Version:** 1

**Contract #:** 181-2025

**In Control:** Urban County Council

**File Created:** 06/13/2025

**File Name:** Singletary Center Free Performance

**Final Action:** 07/01/2025

**Title:** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement with the University of Ky., on behalf of the Singletary Center for the Arts, and any other documents necessary, for the lease of rehearsal space, performance space, and technical requirements related to a community concert to be held as part of the 250Lex Celebration, at a cost estimated not to exceed \$16,000. [Mayor's Office, Lyons]

**Notes:** SAF in the CCO. Returned to Heather via scans 7/2/2025. MS

**Sponsors:**

**Enactment Date:** 07/01/2025

**Attachments:** REVISED Singletary Bluesheet Memo JUNE 18 2025, Final Singletary Center Contract - signed by SCFO, RESO 616-25 Agreement with Singletary Center for the Arts re 250Lex Concert 4922-9090-5679 v.1.docx, R-328-2025, 181-2025 - 328-2025 - CONTRACT - 2025 - CLK - Contracts - 6-28-2025

**Enactment Number:** R-328-2025

**Deed #:**

**Hearing Date:**

**Drafter:**

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	06/24/2025	Approved and Referred to Docket	Urban County Council	06/26/2025		Pass
1	Urban County Council	06/26/2025	Received First Reading	Urban County Council	07/01/2025		
1	Urban County Council	07/01/2025	Approved				Pass

### Text of Legislative File 0616-25

#### Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement with the University of Ky., on behalf of the Singletary Center for the Arts, and

any other documents necessary, for the lease of rehearsal space, performance space, and technical requirements related to a community concert to be held as part of the 250Lex Celebration, at a cost estimated not to exceed \$16,000. [Mayor's Office, Lyons]

**Summary**

Authorization to enter into an Agreement with the Singletary Center for the Arts for rehearsal, performance, and technical requirements for a free community concert on September 7, 2025, as part of Lexington's 250th anniversary year at a cost not to exceed \$16,000. Funds are Budgeted. (L0616-25)(Lyons/Scott)

Budgetary Implications [select]: Yes

Advance Document Review:

**Law:** { Select Yes, Completed by [Michael Cravens, 6/12/2025]}

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

Fully Budgeted [select]: Yes

Account Number: 1101-134202-1471-71207

This Fiscal Year Impact: \$13,103.30

Annual Impact: \$N/A

Project:

Activity:

Budget Reference:

Current Balance: \$45,000 in FY 26 Budget



TO: Mayor Linda Gorton  
Urban County Council Members

FROM: Heather Lyons, Mayor's Office

CC: Tyler Scott, Chief of Staff

DATE: June 18, 2025

SUBJECT: Contract Agreement with Singletary Center for the Arts

---

**Authorization to:** Enter into a contract at a cost estimated not to exceed \$16,000.00 with the Singletary Center for the Arts for rehearsal, performance, and technical requirements for a free community concert as part of Lexington's 250<sup>th</sup> anniversary year.

**Why are you requesting?** The LFUCG and 250LEX Commission will present a community concert as part of Lexington's 250<sup>th</sup> anniversary celebration.

The concert, 250LEX: A Concert for Lexington, will take place at the Singletary Center for the Arts on September 7, 2025. The concert will feature the world premiere of a composition by Shawn Okpebolo and will be performed by the Lexington Philharmonic. The concert will also present other celebrated Lexington performers, including Joselyn and the Sweet Compression, Ben Sollee, the Central Kentucky Youth Orchestra, and the Lexington Philharmonic's performance of compositions by noted African American Lexington composer, Julia Perry.

The concert will be held in the Singletary Center's Concert Hall with additional seating available in the Recital Hall via a livestream.

Tickets and activities will be provided free of charge to the audience. Expenses are required for the payment of the Singletary Center for rehearsal space, performance space, parking for performers, and all sound and video needs for the concert.

The agreement may be cancelled by LFUCG upon written notice at least thirty (30) days prior to the date of the intended concert, and without liability, damages, fees, or penalty, upon written notice of either party in the event that the concert is unable to be held or where the parties are unable to fully perform the agreement, for reasons beyond the control of the parties.

**Department needs this action completed because:** The LFUCG will pay for the rental of the Singletary facility and other expenses as detailed in the contract.



**What is the cost in this budget year and future budget years?** \$16,000 has been budgeted in FY26 for this contract. There will be no additional costs in the future budget years.

**Are the funds budgeted?** Yes.

**Account number:** 1101-134202-1471-71207

**File Number:** 0616-2525

Director/Commissioner: Heather Lyons





Singletary Center for the Arts  
 University of Kentucky  
 405 Rose Street  
 Lexington KY 40506-0241

## Lease Agreement

Group	Reservation: 1453322	Quantity	Price	Amount
Heather Lyons Lexington-Fayette Urban County Government 200 E. Main St.	Event Name: 250LEX: Concert for Lexington Status: In Process - Facility Phone: 859-258-3123 Email Address: hlyons@lexingtonky.gov			

### LEASE AGREEMENT

This Lease Agreement, made between the UNIVERSITY OF KENTUCKY hereinafter referred to as LESSOR and the renter hereinafter referred to as LESSEE:

#### WITNESSETH

It is mutually agreed by and between LESSOR and LESSEE as follows:

1. The LESSOR hereby leases unto LESSEE the following portions and no other of the premises known as the **UNIVERSITY OF KENTUCKY OTIS A. SINGLETARY CENTER FOR THE ARTS**. The specific date(s), time(s) and space(s) leased are detailed below the signature line of this lease agreement.
2. The LESSEE shall pay to LESSOR, in consideration for the use of said facilities, the facility rental fee. An estimate of production and other costs is included with this Lease Agreement. All remaining indebtedness for said costs shall be paid upon rendition of LESSOR's invoice(s).
3. Prior to execution of LESSEE's contract with their artist, LESSOR and LESSEE must mutually agree in writing to the technical aspects of artist's contract. LESSOR reserves the right to refuse to schedule when technical needs exceed the capabilities of the facility. LESSOR must approve the equipment LESSEE's artist intends to use for LESSEE's event, whether rented or owned by the artist. LESSOR is not responsible for the cost of equipment, contracted goods or services required to meet LESSEE's artist's contract and technical rider. LESSOR can arrange said equipment, contracted goods and services, and the costs for the aforementioned shall be borne by the LESSEE.
4. Neither the entire premises nor any part thereof may be sublet, nor may this Lease Agreement be assigned.
5. Should LESSEE desire to cancel this Lease Agreement, and if notification of such, in writing, is

given to LESSOR at least thirty (30) days prior to the date of intended use, and both parties shall be relieved of any further obligations under the Lease Agreement.

#### 6. ITEM REMOVED

7. LESSEE shall, and shall cause its servants, agents, employees, licensees, patrons, and guests, to abide by the rules and regulations adopted by LESSOR for the use, occupancy, and operation of said premises. A copy of the current applicable rules and regulations is appended hereto as Exhibit "A" and incorporated herein.

8. No activities in violation of Federal, State or local laws, or University of Kentucky Policies, shall be permitted on the premises, and it shall be the responsibility of the LESSEE to enforce this provision. LESSEE agrees to abide and be bound by the decision of the LESSOR, or its representatives, should any questions arise under this paragraph.

9. LESSEE agrees to collect, where required by law, and to pay and deliver over to the proper governmental agency, any and all licenses, fees, permits, and taxes required to be issued or paid in connection with LESSEE's use of said premises, sale of tickets, and performance(s), by any Federal, State, County, Municipal, or Urban County law or regulation, all such collections and payments to be in addition to the facility use herein provided, and to hold LESSOR harmless therefrom, including any and all costs, penalties, interest and expenses pertaining thereto.

10. For Concert Hall rentals, LESSEE agrees to furnish, without charge to LESSOR, **28 usher and 10 technical** admission tickets for each performance the premises are open to the public during the term of this Agreement. Seating selection shall be made by the LESSEE's representative. For Recital Hall rentals, LESSEE agrees to furnish, without charge to LESSOR, **6 usher and 6 technical** admission tickets for each performance the premises are open to the public during the term of this Agreement. Seating selection shall be made by the LESSEE.

11. LESSOR reserves the right to require LESSEE to issue free tickets to events where LESSEE desires no admission be charged, but where LESSEE and/or LESSOR expects attendance to be close to capacity of the room(s) rented under this Lease Agreement.

12. No portion of any passageway or exit way shall be blocked or obstructed in any manner whatsoever, and no exit door or any exit way shall be locked, blocked, or bolted while the facility is in use. Moreover, all designated exit ways shall be maintained in such a manner as to be visible at all times.

13. agrees not to bring onto the leased premises any material, substances, equipment or object which is likely to endanger the life of, or to cause bodily injury to, any persons on the premises or which is likely to constitute a hazard to property thereon without the prior approval of the LESSOR. LESSOR shall have the right to refuse to allow any such material, substances, equipment, or object to be brought onto said premises and further the right to require its immediate removal therefrom if found thereon. LESSEE agrees that all of its property and the property of others brought in or near the premises shall be at the risk of the LESSEE and that the LESSOR shall not be liable to LESSEE or others, for any loss or damage to any such property no matter how any such loss or damage may be caused.

14. LESSEE expressly waives and relinquishes, and LESSOR reserves to itself the right to operate concessions during the period of this Lease Agreement.

15. LESSOR agrees to waive merch percentage for LexPhil and any Guest Artist merch sold if LESSEE provides merch seller.

16. LESSEE agrees to indemnify and save harmless the LESSOR for any loss, damage, or expense arising from any claim or judgment of infringement of copyright.

17. LESSOR agrees to furnish LESSEE the premises "as is," together with heat, water, light and ventilation. Any services requested by LESSEE and required by LESSOR or its agents shall be charged to LESSEE at the rates set forth in Exhibit "A" attached hereto and incorporated herein.

18. In the event the LESSEE leases the premises for multiple days, but does not use certain days in between performances or rehearsals, LESSOR shall charge LESSEE a facility rental fee for each day and each room in between performances or rehearsals if LESSEE's equipment and set up remains in place and prevents the rental of the premises to other LESSEES. This fee shall be determined by the schedule attached in Exhibit "A" and be charged at the "Event/Performance" rate as determined by LESSOR.

19. LESSEE shall be responsible for any and all damage to the premises and to LESSOR's property caused by the acts of LESSEE or LESSEE's agents, servants, employees, patrons, or guests, whether accidental or otherwise. LESSEE further agrees to leave the premises in the same condition as it existed on the date that possession thereof commenced, and LESSEE agrees to pay LESSOR, upon demand, such sums as shall be necessary to restore said premises to their present condition, ordinary use and wear thereof excepted.

20. LESSEE acknowledges that the Singletary Center for the Arts, including the leased premises, shall at all times be under the control of LESSOR. Duly authorized representatives of LESSOR may enter the premises at any time and on occasion without restrictions whatsoever.

21. This agreement by either party shall be subject to force majeure, including but not limited to acts of God, fire, flood, natural disaster, war or threat of war, acts or threats of terrorism, civil disorder, unauthorized strikes, governmental regulation or advisory, recognized health threats as

determined by the World Health Organization, the Centers for Disease Control, or local government authority or health agencies (including but not limited to the health threats of COVID-19, H1N1, or similar infectious diseases), curtailment of transportation facilities, or similar occurrence beyond the control of the parties, where any of those factors, circumstances, situations, or conditions or similar ones prevent, dissuade, or unreasonably delay at least 25 percent of prospective Event attendees from appearing at the Center, or where any of them make it illegal, impossible, inadvisable, or commercially impracticable to hold the Event or to fully perform the terms of the Agreement. The agreement may be cancelled by either party, without liability, damages, fees, or penalty, and any unused deposits or amounts paid shall be refunded, for any one or more of the above reasons, by written notice of either party.

22. As an additional consideration of this Lease Agreement for use of the premises, LESSEE will procure an insurance policy with a licensed company doing business in the state of Kentucky to provide \$1,000,000 combined single limits for bodily injury and property damage including blanket contractual and completed operations. The University of Kentucky shall be named as an additional insured under the description of operations. The certificate holder should be listed as follows: University of Kentucky, 306 Peterson Building, Lexington, KY 40506-0005. The certificate of insurance (COI) must be filed with the University no less than ten (10) business days before the first date of performance or use or the event will be subject to cancellation.

23. Notwithstanding any other provision of this Lease Agreement, if LESSEE violates any of the terms, conditions, or covenants provided herein, such violations shall work as a forfeiture of all monies previously paid to LESSOR, the same to be treated as liquidated damages, and no portion shall be returned to LESSEE.

24. The estimated costs for needed services are outlined below. The final invoiced amount of actual expenses will be billed within thirty (30) days of the event, provided all relevant invoices for contracted goods and services have been received.

25. The Lease Agreement may only be amended in writing, signed by the parties hereto.

IN WITNESS THEREOF, this Agreement has been executed by the duly authorized representatives of LESSOR and LESSEE, all as of the date above written.

WITNESS: [Signature]

LESSOR: [Signature]  
BY: UNIVERSITY OF KENTUCKY MATTHEW GIBSON, Director

WITNESS: \_\_\_\_\_

LESSEE: \_\_\_\_\_



Singletary Center for the Arts

1453322 In Process - Facility

Bookings / Details

Quantity Price Amount

250Lex: Concert for Lexington celebrates the city's 250th anniversary with Lexington artists Ben Sollee, Joslyn & The Sweet Compression, Julia Perry, Central Kentucky Youth Orchestra, and a world premiere by Shawn E. Okpebholo.

Outdoor events will begin at 1:00 PM and will include additional performances, refreshments, and some participatory arts experiences. A small stage will be located on the patio or lawn of the SCFA. People will be invited to bring their own chairs for sitting on the lawn.

The interior program will include the concert in the Concert Hall, and additional seating in the Recital Hall for livestream simulcast. The concert is to be livestreamed and recorded with a multi-camera setup.

We will need interior support space sufficient for LexPhil and the Central KY Youth Orchestra

Load-in 9/3, 10am-5:00pm

Guest Artist Sound Check 9/5, 3:30pm-6:30pm

SCFA N - Access Time

Rehearsal Days: TBD // 9/7 - 9:00am

SCFA N - Event Start Time

9/7: Outdoor 1pm / Concert 3pm

SCFA N - Event End Time

9/7: 5:00pm

SCFA N - Late Seating Policy

between pieces or movements

CALENDAR - Attendees

UK Undergraduate Students

UK Faculty and Staff

Non-Affiliated/Non-UK Attendees

UK - Total Attendance

1800

SCFA N - Admission Type

Ticketed, Free

UK - Dignitaries

Political Figure/Elected Official

UK - Political Figure Name

Mayor Linda Gorton, also Lex City Council Members (TBA)

SCFA N - Photo/Video Policy

no flash

UE - External Vendors EP

Performers/Talent

UE - V Talent

Lexington Philharmonic, Ben Sollee, Joslyn & the Sweet Compression, Central Kentucky Youth Orchestras

UE - V Talent Org

N/A

UE - V Talent Detail

Singletary Center for the Arts

1453322 In Process - Facility

**Bookings / Details**

**Quantity Price Amount**

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Musicians  
SCFA N - Parking  
Yes, Singletary Center lot (\$)  
Yes, adjacent lots (\$)  
Yes, Front Circle (\$)  
SCFA N - Parking Front Circle  
6 meters on 9/3 thru 9/6; ALL meters on 9/7  
SCFA N - Parking/Lot  
9/7 for musicians  
SCFA N - Parking/Adjacent  
9/7 Alumni House lot for musicians / ALSO need parking for 4 busses/vans  
UE N - Food Specifics  
None  
UE - UK Affiliation/Billing  
Community/Non-UK Organization  
UE - UK Affili Billing Contact  
Heather Lyons  
LFUCG Government  
200 E. Main St  
Lexington, KY 40507  
859-258-3123  
SCFA N - Diff. Billing Contact  
No

**Wednesday, September 3, 2025**

**5:30 PM - 10:30 PM Lex Phil Support Space (In Process - Facility) Dressing Room A (Dressing/Green Room)**

Standard Setup

**5:30 PM - 10:30 PM Lex Phil Support Space (In Process - Facility) Dressing Room B (Dressing/Green Room)**

Standard Setup

**5:30 PM - 10:30 PM Lex Phil Support Space (In Process - Facility) Dressing Room C (Dressing/Green Room)**

Standard Setup

**5:30 PM - 10:30 PM Lex Phil Support Space (In Process - Facility) Dressing Room D (Dressing/Green Room)**

Standard Setup

**5:30 PM - 10:30 PM Lex Phil Support Space (In Process - Facility) Presidents Room (Multi-Purpose Room)**

*Charges for Singletary Center for the Arts clients will be billed from the Singletary Center even though services may be required by other campus offices*

Standard Setup

**7:30 PM - 10:00 PM LexPhil: LEX250 Rehearsal (In Process - Facility) Concert Hall (Auditorium)**

Reserved: 10:00 AM - 10:30 PM

*Charges for Singletary Center for the Arts for non-UK clients will be billed from the Singletary Center even though services may be required by other campus offices.*

Standard Setup

**Bookings / Details**

**Quantity Price Amount**

SCFA Rental Fees:

Concert Hall Rehearsal (Full Day Fee) 1 \$1,386.00 \$1,386.00

Less 20% Discount -\$277.20

*Full day rates shall be applied to rehearsals/presets contracting 10 or more hours in a single day and shall be charged per space contracted.*

*multi-day discount applied*

SCFA Staff (Back of House) :

10:00 AM - 5:00 PM Load In+Show+Load Out

Tech Supervisor(7 hours @ \$27.00/hr) 1 \$189.00 \$189.00

Stagehand(7 hours @ \$23.00/hr) 2 \$161.00 \$322.00

SCFA Staff (Back of House) :

5:00 PM - 10:30 PM Load In+Show+Load Out

Stage Manager(5.5 hours @ \$23.00/hr) 1 \$126.50 \$126.50

Tech Supervisor(5.5 hours @ \$27.00/hr) 1 \$148.50 \$148.50

SCFA Contracted Services:

Administrative Fee 1 \$60.00 \$60.00

Parking - Front Circle 6 \$10.00 \$60.00

*Parking list must be provided minimum 3 days prior to event date. If the event is on Sunday, the list is due 5pm on Thursday.*

**Thursday, September 4, 2025**

**5:30 PM - 10:30 PM Lex Phil Support Space (In Process - Facility) Dressing Room A (Dressing/Green Room)**

Standard Setup

**5:30 PM - 10:30 PM Lex Phil Support Space (In Process - Facility) Dressing Room B (Dressing/Green Room)**

Standard Setup

**5:30 PM - 10:30 PM Lex Phil Support Space (In Process - Facility) Dressing Room C (Dressing/Green Room)**

Standard Setup

**5:30 PM - 10:30 PM Lex Phil Support Space (In Process - Facility) Dressing Room D (Dressing/Green Room)**

Standard Setup

**5:30 PM - 10:30 PM Lex Phil Support Space (In Process - Facility) Presidents Room (Multi-Purpose Room)**

*Charges for Singletary Center for the Arts clients will be billed from the Singletary Center even though services may be required by other campus offices*

Standard Setup

**7:30 PM - 10:00 PM LexPhil: LEX250 Rehearsal (In Process - Facility) Concert Hall (Auditorium)**

Reserved: 6:30 PM - 10:30 PM

*Charges for Singletary Center for the Arts for non-UK clients will be billed from the Singletary Center even though services may be required by other campus offices.*

Standard Setup

SCFA Rental Fees:

Concert Hall Rehearsal (Hourly Fee)(4 hours @ \$116.00/hr) 1 \$464.00 \$464.00

Less 20% Discount -\$92.80

*Preset that exceed the time contracted will be billed pro-rated costs of time and a half the hourly costs and will be assessed additional labor fees.*

*multi-day discount applied*

Bookings / Details	Quantity	Price	Amount
Singletary Center for the Arts 1453322 In Process - Facility			
SCFA Staff (Back of House) :			
6:30 PM - 10:30 PM Load In+Show+Load Out			
Stage Manager(4 hours @ \$23.00/hr)	1	\$92.00	\$92.00
House Sound(4 hours @ \$27.00/hr)	1	\$108.00	\$108.00
SCFA Contracted Services:			
Parking - Front Circle	6	\$10.00	\$60.00
<i>Parking list must be provided minimum 3 days prior to event date. If the event is on Sunday, the list is due 5pm on Thursday.</i>			

**Friday, September 5, 2025**

**5:30 PM - 10:30 PM Lex Phil Support Space (In Process - Facility) Dressing Room A (Dressing/Green Room)**

Standard Setup

**5:30 PM - 10:30 PM Lex Phil Support Space (In Process - Facility) Dressing Room B (Dressing/Green Room)**

Standard Setup

**5:30 PM - 10:30 PM Lex Phil Support Space (In Process - Facility) Dressing Room C (Dressing/Green Room)**

Standard Setup

**5:30 PM - 10:30 PM Lex Phil Support Space (In Process - Facility) Dressing Room D (Dressing/Green Room)**

Standard Setup

**5:30 PM - 10:30 PM Lex Phil Support Space (In Process - Facility) Presidents Room (Multi-Purpose Room)**

*Charges for Singletary Center for the Arts clients will be billed from the Singletary Center even though services may be required by other campus offices*

Standard Setup

**7:30 PM - 10:00 PM LexPhil: LEX250 Rehearsal (In Process - Facility) Concert Hall (Auditorium)**

Reserved: 3:30 PM - 10:30 PM

*Charges for Singletary Center for the Arts for non-UK clients will be billed from the Singletary Center even though services may be required by other campus offices.*

Standard Setup

SCFA Rental Fees:

Concert Hall Rehearsal (Hourly Fee)(7 hours @ \$116.00/hr)	1	\$812.00	\$812.00
Less 20% Discount			-\$162.40

*Preset that exceed the time contracted will be billed pro-rated costs of time and a half the hourly costs and will be assessed additional labor fees.*

*multi-day discount applied*

SCFA Staff (Back of House) :

3:30 PM - 6:30 PM Load In+Show+Load Out

Stage Manager(3 hours @ \$23.00/hr, Minimum Charge \$92.00)	1	\$92.00	\$92.00
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SCFA Staff (Back of House) :

6:30 PM - 10:30 PM Load In+Show+Load Out

Stagehand(4 hours @ \$23.00/hr)	1	\$92.00	\$92.00
House Sound(4 hours @ \$27.00/hr)	1	\$108.00	\$108.00
House A/V(4 hours @ \$27.00/hr)	1	\$108.00	\$108.00
House Electrician(4 hours @ \$27.00/hr)	1	\$108.00	\$108.00

SCFA Contracted Services:

Parking - Front Circle	6	\$10.00	\$60.00
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Bookings / Details

Quantity Price Amount

*Parking list must be provided minimum 3 days prior to event date. If the event is on Sunday, the list is due 5pm on Thursday.*

**Saturday, September 6, 2025**

**9:00 AM - 10:30 PM Lex Phil Support Space (In Process - Facility) Dressing Room A (Dressing/Green Room)**

Standard Setup

**9:00 AM - 10:30 PM Lex Phil Support Space (In Process - Facility) Dressing Room B (Dressing/Green Room)**

Standard Setup

**9:00 AM - 10:30 PM Lex Phil Support Space (In Process - Facility) Dressing Room C (Dressing/Green Room)**

Standard Setup

**9:00 AM - 10:30 PM Lex Phil Support Space (In Process - Facility) Dressing Room D (Dressing/Green Room)**

Standard Setup

**9:00 AM - 10:30 PM Lex Phil Support Space (In Process - Facility) Lobby Central (Hallway)**

Standard Setup

**9:00 AM - 10:30 PM Lex Phil Support Space (In Process - Facility) Lobby East (Hallway)**

Standard Setup

**9:00 AM - 10:30 PM Lex Phil Support Space (In Process - Facility) Lobby West (Hallway)**

Standard Setup

**9:00 AM - 10:30 PM Lex Phil Support Space (In Process - Facility) Presidents Room (Multi-Purpose Room)**

*Charges for Singletary Center for the Arts clients will be billed from the Singletary Center even though services may be required by other campus offices*

Standard Setup

**9:00 AM - 10:30 PM Lex Phil Support Space (In Process - Facility) Recital Hall (Auditorium)**

*Charges for Singletary Center for the Arts for non-UK clients will be billed from the Singletary Center even though services may be required by other campus offices.*

Standard Setup

**9:00 AM - 10:30 PM Lex Phil Support Space (In Process - Facility) Rehearsal Room (Multi-Purpose Room)**

Standard Setup

**11:00 AM - 10:00 PM LexPhil: LEX250 Rehearsals (In Process - Facility) Concert Hall (Auditorium)**

Reserved: 9:00 AM - 10:30 PM

*Charges for Singletary Center for the Arts for non-UK clients will be billed from the Singletary Center even though services may be required by other campus offices.*

Standard Setup

SCFA Rental Fees:

Concert Hall Rehearsal (Full Day Fee)	1	\$1,386.00	\$1,386.00
Less 20% Discount			-\$277.20

*Full day rates shall be applied to rehearsals/presets contracting 10 or more hours in a single day and shall be charged per space contracted.  
multi-day discount applied*

SCFA Staff (Back of House) :

Singletary Center for the Arts

1453322 In Process - Facility

Bookings / Details	Quantity	Price	Amount
9:00 AM - 10:30 PM Load In+Show+Load Out			
Tech Supervisor(13.5 hours @ \$27.00/hr)	1	\$364.50	\$364.50
House Sound(13.5 hours @ \$27.00/hr)	1	\$364.50	\$364.50
Stagehand(13.5 hours @ \$23.00/hr)	1	\$310.50	\$310.50
House A/V(13.5 hours @ \$27.00/hr)	1	\$364.50	\$364.50
House Electrician(13.5 hours @ \$27.00/hr)	1	\$364.50	\$364.50
SCFA Contracted Services:			
Parking - Front Circle	6	\$10.00	\$60.00

*Parking list must be provided minimum 3 days prior to event date. If the event is on Sunday, the list is due 5pm on Thursday.*

**Sunday, September 7, 2025**

**1:00 PM - 3:00 PM 250LEX: Concert for Lexington (In Process - Facility) Lobby Central (Hallway)**

Reserved: 9:00 AM - 8:00 PM

Standard Setup

**1:00 PM - 3:00 PM 250LEX: Concert for Lexington (In Process - Facility) Lobby East (Hallway)**

Reserved: 9:00 AM - 8:00 PM

Standard Setup

**1:00 PM - 3:00 PM 250LEX: Concert for Lexington (In Process - Facility) Lobby West (Hallway)**

Reserved: 9:00 AM - 8:00 PM

Standard Setup

**2:00 PM - 2:30 PM LexPhil: LEX250 Pre-Concert Lecture (In Process - Facility) Presidents Room (Multi-Purpose Room)**

Reserved: 9:00 AM - 8:00 PM

*Charges for Singletary Center for the Arts clients will be billed from the Singletary Center even though services may be required by other campus offices*

Standard Setup

**3:00 PM - 5:00 PM 250LEX: Concert for Lexington (In Process - Facility) Concert Hall (Auditorium)**

Reserved: 9:00 AM - 7:00 PM

*Charges for Singletary Center for the Arts for non-UK clients will be billed from the Singletary Center even though services may be required by other campus offices.*

Standard Setup

SCFA Rental Fees:

Concert Hall Event (Full Day Fee)	1	\$2,318.00	\$2,318.00
Less 20% Discount			-\$463.60

*Full day rates shall be applied to events and associated rehearsals contracting 10 or more hours in a single day and shall be charged per space contracted. multi-day discount applied*

SCFA Staff (Back of House) :

9:00 AM - 7:00 PM Load In+Show+Load Out

House Electrician(10 hours @ \$27.00/hr)	1	\$270.00	\$270.00
House Sound(10 hours @ \$27.00/hr)	1	\$270.00	\$270.00
Tech Supervisor(10 hours @ \$27.00/hr)	1	\$270.00	\$270.00
Stage Manager(10 hours @ \$23.00/hr)	1	\$230.00	\$230.00
Stagehand(10 hours @ \$23.00/hr)	1	\$230.00	\$230.00

SCFA Contracted Services:

Singletary Center for the Arts

1453322 In Process - Facility

Bookings / Details

Quantity Price Amount

Custodial Services - Special 1 \$400.00 \$400.00

Parking - Front Circle 9 \$10.00 \$90.00

*Parking list must be provided minimum 3 days prior to event date. If the event is on Sunday, the list is due 5pm on Thursday.*

Parking - Special Event 2 \$150.00 \$300.00

*Fee based on 4 hour lot reservation. Parking list must be provided minimum 3 days prior to event date. If the event is on Sunday, the list is due 5pm on Thursday.*

*SCFA back lot for guest artists*

*Alumni House lot for musician parking*

*Each lot monitored 11am-3pm*

Building Operator 1 \$200.00 \$200.00

VidCap/LS Option 2 - Multi Camera 1 \$450.00 \$450.00

*2-3 cameras*

*Live switching between cameras during event*

*4 hours of A/V support (setup to tear-down)*

*2 hours of Lighting Director services prior to recording for simulcast to Recital Hall*

SCFA Staff (Front of House):

1:00 PM - 6:00 PM Load In+Show+Load Out

House Manager(5 hours @ \$24.00/hr) 1 \$120.00 \$120.00

Front of House Supervisor(5 hours @ \$27.00/hr) 1 \$135.00 \$135.00

SCFA Staff (Front of House):

1:30 PM - 6:00 PM Load In+Show+Load Out

Ticket Taker(4.5 hours @ \$17.00/hr) 8 \$76.50 \$612.00

SCFA Staff (Front of House):

1:30 PM - 5:00 PM Load In+Show+Load Out

Concessions Manager(3.5 hours @ \$0.00/hr) 2

**3:00 PM - 5:00 PM Lex Phil Support Space (In Process - Facility) Dressing Room A (Dressing/Green Room)**

Reserved: 9:00 AM - 8:00 PM

Standard Setup

**3:00 PM - 5:00 PM Lex Phil Support Space (In Process - Facility) Dressing Room B (Dressing/Green Room)**

Reserved: 9:00 AM - 8:00 PM

Standard Setup

**3:00 PM - 5:00 PM Lex Phil Support Space (In Process - Facility) Dressing Room C (Dressing/Green Room)**

Reserved: 9:00 AM - 8:00 PM

Standard Setup

**3:00 PM - 5:00 PM Lex Phil Support Space (In Process - Facility) Dressing Room D (Dressing/Green Room)**

Reserved: 9:00 AM - 8:00 PM

Standard Setup

**3:00 PM - 5:00 PM Lex Phil: LEX250 Overflow Seating (In Process - Facility)**

Singletary Center for the Arts

1453322

In Process - Facility

Bookings / Details

Quantity Price Amount

**Recital Hall (Auditorium)**

Reserved: 1:00 PM - 6:00 PM

*Charges for Singletary Center for the Arts for non-UK clients will be billed from the Singletary Center even though services may be required by other campus offices.*

Standard Setup

SCFA Rental Fees:

Recital Hall Event (Hourly Fee)(5 hours @ \$100.00/hr)	1	\$500.00	\$500.00
Less 20% Discount			-\$100.00

*Events that exceed the time contracted will be billed pro-rated costs of time and a half the hourly costs and will be assessed additional labor fees.  
multi-day discount applied*

SCFA Staff (Back of House) :

1:00 PM - 6:00 PM Load In+Show+Load Out

AV Technician(5 hours @ \$23.00/hr)	1	\$115.00	\$115.00
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SCFA Equipment:

Screen, Recital Hall (Wall Mounted)	1		
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*Permanent drop down screen, Recital Hall back wall.*

Projection, WITH Audio	1		
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*Renter will need to provide own Laptop*

SCFA Staff (Front of House):

1:30 PM - 5:30 PM Load In+Show+Load Out

Ticket Taker(4 hours @ \$17.00/hr)	2	\$68.00	\$136.00
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**3:00 PM - 5:00 PM Lex Phil Support Space (In Process - Facility) Rehearsal Room (Multi-Purpose Room)**

Reserved: 9:00 AM - 8:00 PM

Standard Setup

SCFA Rental Fees:

Rehearsal Room (Hourly Fee)(11 hours @ \$25.00/hr)	1	\$275.00	\$275.00
Less 20% Discount			-\$55.00

*Events that exceed the time contracted will be billed pro-rated costs of time and a half the hourly costs and will be assessed additional labor fees.  
multi-day discount applied*

SCFA Contracted Services	\$1,740.00
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SCFA Equipment	\$0.00
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SCFA Rental Fees	\$5,712.80
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SCFA Staff (Back of House)	\$4,647.50
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SCFA Staff (Front of House)	\$1,003.00
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Subtotal	\$13,103.30
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Grand Total	\$13,103.30
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# FACILITY USE POLICIES AND RATES



EFFECTIVE for EVENTS TAKING PLACE AFTER AUGUST 1, 2023

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## A QUICK CHECKLIST FOR SCHEDULING AND CONTRACTING AN EVENT

Contact the SCFA Main Office at 859-257-1706 to confirm date availability. Holds will be in place for two weeks while the client completes the online request form and may only be extended twice. **NO ADVERTISING OF ANY KIND MAY TAKE PLACE UNTIL SIGNED CONTRACT(S) HAVE BEEN RETURNED, AND (FOR OFF CAMPUS CLIENTS) FACILITY RENTAL FEES PAID.**

All events must be requested online through the UK Event Management System (EMS) a minimum of two weeks in advance at <https://meetatbigblue.uky.edu/> . The EMS system allows our campus partners in UK Risk Management, UK Police, and University Events to review your request for compliance with university administrative regulations and policies; this review may

have additional requirements.

**All requested information must be completed in order to submit the request and for us to process the contract and estimate.** (For on campus clients, this must include a valid UK cost center number for billing. student organizations that do not have a UK cost center number must be registered and in good standing with UK.) If there is a technical rider available for your event, please be sure to attach it.

After review and processing, a contract and estimate will be issued for your review and signature. Please read and return the executed contract **by the indicated due date.** (Off campus clients also require **payment of fees.**)

- If contract is not returned (with fees, for off campus clients) by due date, your event will be subject to cancellation.

After the event is submitted in EMS, the SCFA Ticketing Director will contact the client (for ticketed events only) and will provide the client with a worksheet to collect the ticketing-related details of the event. Please complete and return the ticketing worksheet to the Ticketing Director, who will use the worksheet information to draft a Ticket Contract. The Ticket Contract must be executed and returned to the Ticketing Director before ticket sales and promotions begin.

Once both contracts are signed and returned, and for off campus clients, the facility rental & administrative fees have been paid, tickets may go on sale and advertising of the event may begin.

UK Risk management requires all off campus clients, 3<sup>rd</sup> party vendors, and guest artists to provide an insurance rider. This is a Combined Single Limits policy which names the client as well as the University of Kentucky as also insured for the date(s) of the event. The coverage amount is \$1,000,000. Submit proof of insurance no less than 14 business days prior to event date.

Keep the SCFA office updated of any set up, time changes, or other details pertinent to your event.

**PLEASE NOTE:**

**THE ABOVE LIST IS A QUICK REVIEW OF THE PROCESS USED TO SCHEDULE AND CONTRACT EVENTS. PLEASE READ THIS ENTIRE DOCUMENT FOR A DESCRIPTION OF ALL POLICIES, RENTAL RATES, LABOR COSTS, AND OTHER CHARGES THAT MAY BE ASSOCIATED WITH YOUR EVENT.**

## I. FACILITY USE PRIORITIES

The Singletary Center for the Arts (SCFA) is primarily intended as an educational and cultural resource for the University, the Lexington region, and the Commonwealth of Kentucky. SCFA serves as the primary performance facility for the UK School of Music, supports a variety of College of Fine Arts and

University of Kentucky events, produces public events, as well as supporting other organizations on an individual rental basis for purposes that are compatible with, and enhance the mission of, the University of Kentucky, and are in the best interests of the community. Available spaces include: the Concert Hall, the Recital Hall, the Rehearsal Room, the President's Room, and the Lobby.

All Facility Users must comply with the rules and regulations outlined in this document. Scheduling is based on the following priorities:

- Priority I – College of Fine Arts - School of Music
- Priority II – Singletary Center produced events
- Priority III - University of Kentucky events
- Priority IV - Non-University Resident Organizations
- Priority V- All Others

## II. SCHEDULING PROCEDURES

### **Administration**

Scheduling decisions are the responsibility of the Singletary Center Director, in consultation with the Production Director, to allocate space assignments, labor projections, and equipment availability.

An *annual scheduling template* will be used to assure sufficient annual dates and spaces for the UK School of Music, SCFA produced events, and resident companies. All requested dates by these groups must be submitted by February 1 for the following fiscal year (which begins July 1). The SCFA Director will assess the requests and negotiate the best use of the facilities by these groups, then confirm the assigned dates by March 31. On March 31, the calendar will be open to scheduling inquiries to all other facility users. Online space requests via EMS (or in cases where events are copied forward annually, confirmation of details) are required for School of Music and seasonal resident companies prior to the end of the spring semester, approximately the first week of May, or events are subject to cancellation. Final confirmation of all events will be made by emailed contract.

The Singletary Center will retain certain days for maintenance, restoration, and preparation for events, depending on need, and facilities may not be available for use on these days.

### **Contracting Procedures**

To enable reservations and contracts, contact SCFA a minimum of 6 weeks in advance of the anticipated event date. All events **MUST** be booked and contracted no less than two weeks prior to the event date.

To book space, the Facility User will:

- 1 **Inquire with the Singletary Center Main Office.** Check available date(s) for the event and provide a description of the event, the times the facility space(s) will be requested, the support spaces needed, and event requirements.
- 2 **Choose and temporarily hold date(s).** Dates will be held for a two week hold period, and a maximum of two renewals will be extended if necessary. Once availability is confirmed, go online to <https://meetatbigblue.uky.edu/> to formally submit your request through the UK Event Management System (EMS). For campus users, your Link Blue account is your login. For off campus clients, we will need to set up an account for you. For all clients other than UK School of Music, login and follow the link to "Create a Request" and select "Events - Singletary Center for the Arts." For UK School of Music requests, select "School of Music Request" or "School Reception" where appropriate. If your event is ticketed, the Ticket Office Manager will contact you to provide a ticket worksheet us ticketing details.
- 3 **Submit an online space request before the end of the hold period. ALL EVENTS MUST BE REQUESTED NO LESS THAN TWO WEEKS PRIOR TO THE WEEK OF THE EVENT.**
- 4 **Submit a completed ticketed events worksheet.** This must include all information requested and clearly state your contact information.
- 5 **Review the contract and estimate, and return the signed contract and facility rental fees by the due date indicated.** *FOR OFF CAMPUS CLIENTS:* Your contract must also include your facility rental fee and an administrative fee of \$60. (Make checks out to "UK Singletary Center for the Arts.") You will be billed for labor and other charges after the event.  
*FOR ON CAMPUS CLIENTS:* Review and respond to the emailed contract acknowledging your acceptance of terms.  
*FOR BOTH ON and OFF CAMPUS CLIENTS:* Cancellations made within 30 days prior to the scheduled date will be billed the Facility Rental Fee and an Administrative fee.
- 6 **Review the ticketing contract and return the signed ticketing contract by the due date indicated.**
- 7 **Once BOTH the building contract and ticketing contract are executed, and (for off campus clients) facility rental fees are received, the event may be advertised.**
- 8 **Insurance Requirement.** All Facility Users are required to obtain and submit a combined single limits insurance policy for the date(s) of the event which names the Facility User and the University of Kentucky as also insured. The coverage amount is \$1,000,000. This policy must be submitted to the Singletary Center administrative office and University Events within 14 business days of the event. If an insurance rider is not submitted, the event will be subject to cancellation.
- 9 **Updates.** If changes to your event must be made after the contracts are executed, please be sure to inform the Singletary Center office immediately.
- 10 **Submit payment upon receipt of invoice.** Following the event, you will receive a reconciliation/invoice. Submit payment within 30 days of receiving the invoice. **IF YOU CARRY AN OUTSTANDING BALANCE, YOUR ORGANIZATION WILL NOT BE ABLE TO PLACE HOLDS ON FUTURE EVENT DATES UNTIL THE BALANCE IS PAID IN FULL.**

### III. RENTAL USER CATEGORIES

The Singletary Center determines rental fees based on the following three user categories.

1. **University of Kentucky and affiliated organizations** – entities with a University of Kentucky account number, student organizations registered and in good standing with the university.
2. **Not-for-profit organizations** – organizations possessing current, legal, non-profit status. Proof of non-profit status may be required.
3. **For profit organizations** – commercial event producers and promoters who generate funds for themselves

### IV . FACILITY RENTAL FEES – EFFECTIVE AUGUST 1, 2023

The following rental rates DO include: access to space(s) rented at the contracted times only; general lighting and HVAC; and Singletary Center stock equipment listed on your contract. Four and five hour blocks must include the time needed to set up and strike your event.

The following rental rates DO NOT include the costs of production/equipment rentals; technical and/or house labor expenses; marketing/publicity costs; piano tuning fees; contracted goods and services (i.e. Building Operator, Parking, Custodial, Security, expendable supplies); facility storage; photocopier costs, and Ticket Office services.

#### CONCERT HALL

1450+ SEATS

PERFORMANCE	SET UP/TECH/REHEARSAL	EVENT/PE
		5
HOURS MINIMUM*	4 HOURS MINIMUM*	

#### FOR-PROFIT ORGANIZATIONS

Performance Rate: \$268/hr.	Hourly Rehearsal Rate: \$203/hr.	Hourly
Performance Rate:** \$3216	Full Day Rehearsal Rate:** \$2426	Full Day

**NONPROFIT ORGANIZATIONS**

Performance Rate: \$193/hr.	Hourly Rehearsal Rate: \$116/hr.	Hourly
Performance Rate:** \$2318	Full Day Rehearsal Rate:** \$1386	Full Day

**UNIVERSITY OF KENTUCKY ORGANIZATIONS\*\*\***

Performance Rate: \$107/hr.	Hourly Rehearsal Rate: \$81/hr.	Hourly
Performance Rate:** \$1285	Full Day Rehearsal Rate:** \$970	Full Day

\*Events that exceed the time contracted will be billed pro-rated costs of Time-and-a-Half the hourly costs and will be assessed additional labor fees.

\*\* Full day rates shall be applied to events and associated rehearsals contracting 10 or more hours in a single day and shall be charged per space contracted.

\*\*\*Clients from the UK College of Fine Arts are not required to pay Facility Rental Fees.

**RECITAL HALL**

375 SEATS

**EVENT/PERFORMANCE**

**SET UP/TECH/REHEARSAL**

**5 HOURS**

**MINIMUM\***

**4 HOURS MINIMUM\***

**FOR-PROFIT ORGANIZATIONS**

Performance Rate: \$152/hr.	Hourly Rehearsal Rate: \$92/hr.	Hourly
Performance Rate:** \$1827	Full Day Rehearsal Rate:** \$1109	Full Day

**NONPROFIT ORGANIZATIONS**

Hourly

Singleary Center for the Arts	1453322	In Process - Facility
<b>Bookings / Details</b>	<b>Quantity</b>	<b>Price      Amount</b>

Performance Rate: \$100/hr.	Hourly Rehearsal Rate: \$59/hr.	Full Day
Performance Rate:** \$1197	Full Day Rehearsal Rate:** \$706	

**UNIVERSITY OF KENTUCKY ORGANIZATIONS\*\*\***

Performance Rate: \$61/hr.	Hourly Rehearsal Rate: \$37/hr.	Hourly
Performance Rate:** \$731	Full Day Rehearsal Rate:** \$443	Full Day

\* Events that exceed the time contracted will be billed pro-rated costs of Time-and-a-Half the hourly costs and will be assessed additional labor fees.

\*\* Full day rates shall be applied to events and associated rehearsals contracting 10 or more hours in a single day and shall be charged per space contracted.

\*\*\*Clients from the UK College of Fine Arts are not required to pay Facility Rental Fees.

**PRESIDENT'S ROOM**  
**MAXIMUM CAPACITY: 100**  
**4 HOURS MINIMUM\***

**FOR-PROFIT ORGANIZATIONS**

Hourly Rate: \$75/hr.

Full Day Rate:\*\* \$900

**NONPROFIT ORGANIZATIONS**

Hourly Rate: \$50/hr.

Full Day Rate:\*\* \$600

**UNIVERSITY OF KENTUCKY ORGANIZATIONS\*\*\***

Hourly Rate: \$40/hr.

Full Day Rate:\*\* \$480

**REHEARSAL ROOM OR LOBBY\***

**FOR-PROFIT ORGANIZATIONS**

Hourly Rate: \$36/hr.

Full Day Rate:\*\* \$432

**NONPROFIT ORGANIZATIONS**

Hourly Rate: \$25/hr.

Full Day Rate:\*\* \$300

**UNIVERSITY OF KENTUCKY ORGANIZATIONS\*\*\***

Hourly Rate: \$15/hr.

Full Day Rate:\*\* \$180

\* Events that exceed the time contracted will be billed pro-rated costs of Time-and-a-Half the hourly costs and will be assessed additional labor fees.

\*\* Full day rates shall be applied to events and associated rehearsals contracting 10 or more hours in a single day and shall be charged per space contracted.

\*\*\*Clients from the UK College of Fine Arts are not required to pay Facility Rental Fees.



## DRESSING ROOMS

The Singletary Center dressing rooms are located directly behind the Concert Hall. Facility Users renting the Concert Hall shall have priority use of the dressing rooms. Facility Users renting the Recital Hall shall have second priority. Should the dressing rooms be unavailable, or become unavailable due to a Concert Hall booking, the Rehearsal Room may be rented as support space instead, if it is available. If the dressing rooms and Rehearsal Room are not available, Facility Users will have access only to restrooms located backstage between the Concert Hall and Recital Hall.

## SUPPORT SPACE

Large groups desiring to rent the Concert Hall or Recital Hall will be **required** to rent adequate support space. The support space(s) necessary for your event will be determined by the Production Office. If adequate support space is not available, the booking request will be denied.

## MULTI-DAY DISCOUNT

Facility Users who rent space(s) for 4 or more **consecutive** days for the same event (including the event's associated rehearsals) shall receive a 20% discount on the facility rental fees.

## RAIN SITE RESERVATIONS

Facility Users who wish to reserve a space as a rain site contingency will be charged a non-refundable fee of 50% of the space rental costs plus administrative fee, regardless of whether the facility is used. If the Facility User does require use of the facility, full space rental, labor, and associated charges will be due under normal rental terms.

# V . FACILITY USE: GENERAL RULES AND REGULATIONS

**1 Authorized Areas:** Facility Users will have access to authorized areas only. The Facility User, or responsible party identified in the contract, **MUST** be present for the entire use of the facilities and accepts full responsibility for any damage and/or missing property. The Facility User is responsible for keeping its various members, supporters, and participants within authorized contracted areas. The Facility User is responsible for informing guests, members, caterers, volunteers, participants, and all others involved with the user's event about the Singletary Center Facility Use Policies. Doorways may not be blocked, and proper fire egress must be maintained at all times.

**2 Support Space:** Dressing Rooms are located behind the Concert Hall stage and Facility Users renting the Concert Hall shall have priority use of the dressing rooms. Facility Users renting the Recital Hall shall have second priority use of the dressing rooms. Should the dressing rooms be unavailable, or become

unavailable due to a Concert Hall booking, the Rehearsal Room, if available, may be rented as additional dressing/support space. If the dressing rooms and Rehearsal Room are unavailable, Facility User will have access to the backstage restrooms located between the Concert Hall and Recital Hall. Large groups will be **required to rent adequate support space for their events, as determined by the Singletary Center Production Office.** These support spaces, if not requested, will be assigned at the discretion of the Production Office if such space is deemed necessary. If adequate support space is not available, the facility use request will be denied. Support space(s) will be billed at the Rehearsal rate.

**3 Insurance: All users are required to obtain and supply an insurance rider.** This rider shall be issued by a licensed company, doing business in the state of Kentucky. It shall be a combined single limits insurance policy, and the coverage amount shall be \$1,000,000 naming the Facility User, as well as the University of Kentucky as also insured. This policy must be submitted no less than 10 business days prior to the event date.

**4 Tickets:** LESSEE will use their own ticketing system

**5 Ticket Office:** LESSEE will provide customer contact lists to SCFA.

**6 Advertisement/Publicity: No advertisement, press release, invitation, poster, flyer, public announcement, or artist contract citing the Singletary Center for the Arts is permitted until a Rental Contract is signed and authorized.** Verbal commitments are not acceptable – no exceptions. Publicity material citing the Singletary Center must use the Singletary Center’s website address (www.SingletaryCenter.com), and ticket office telephone number (859-257-4929). No advertising materials may be displayed on the interior, exterior, or any part of the Singletary Center without specific authorizations and content approval from Singletary Center management. If unauthorized advertising materials are found posted in the Singletary Center, these items will be removed.

Once the event is contracted, the Singletary Center will list your event on its website calendar; however, the Singletary Center is in no way responsible for any publicity or marketing efforts on behalf of the Facility User.

**7 ITEM REMOVED.**

**8 Labor and Equipment: All equipment in the Singletary Center's inventory must be operated by Singletary Center staff.** Use of Singletary Center equipment MUST be arranged in advance of load in and is available on a first come, first served basis. ALL equipment used in the Singletary Center must be approved by the Production Office in advance of load in. Equipment requested on the day of the event will be supplied if available and at the discretion of the Production Office. Use of equipment supplied by Facility User on the day of the event will be subject to the approval of the Production Office. *(See Section VII, Labor and Production Expenses, for further details.)*

**9 Maximum Sound Levels:** In the interest of the safety of SCFA staff and patrons, and in conjunction with standards from the National Institute for Occupational Safety and Health, sound levels are limited to a sustained average of 92 dB.

**10 Decorations:** Nails, hooks, tacks, screws and bolts may not be used on any surface, wall, floor, or furnishing in the Singletary Center. Cloth gaffer's tape is the only tape permitted to be used on floors and equipment. No tape of ANY kind may be applied to brick walls. Facility User may be held financially responsible for repair/replacement of any damages to facility or equipment. No bunting, paper, or any other combustible material may be used without prior approval or the Singletary Center Production Office, and this use must be listed in the rental contract. All scenery brought into the Singletary Center must be treated with flame retardant. **No rice, confetti, or glitter may be used in the Singletary Center unless prior approval has been granted and janitorial expenses are included in the rental contract. Unauthorized use will result in billing of all expenses related to the clean-up.** No Helium Balloons. Painting of scenery or props on site must be arranged in advance and will be limited to touch ups, permitted at the discretion of the Production Office.

**11 Pyrotechnics/Special Atmospheric Effects: ABSOLUTELY NO PYROTECHNICS ARE PERMITTED IN THE SINGLETARY CENTER WITHOUT PRIOR APPROVAL OF BOTH THE PRODUCTION OFFICE AND UK FIRE MARSHAL'S OFFICE.** All pyrotechnics must be operated by licensed pyrotechnicians. All necessary permits must be obtained at the Facility User's expense and provided to the Singletary Center Production Office. Use of fog, haze, or other atmospheric effects requires taking the building's fire alarms out of service and will require the hiring of a UK Building Operator to monitor the fire panel at a flat rate of \$200. The cost of the Building Operator shall be billed to the Facility User.

**12 Performance, Rehearsals, Load In, Strike:** The Singletary Center staff will set up the required equipment AS PER THE CONTRACT, and at the times agreed upon with the Facility User. The Facility User's time in each space begins and ends precisely as cited in the Rental Contract. Facility User must plan their rental time accordingly and work within the time contracted to load in, run the event, and strike the event. **Facility Users will not be allowed into the spaces contracted any earlier than the time cited on the rental contract.** Any time over the rental block cited on the Rental Contract will be pro-rated to Facility

User at one and a half times the hourly rental cost, and a minimum of an additional 2 hours of labor per person shall be billed.

**13 Storage:** Storage of Facility User's property will be permitted only for the length of the Rental Contract, unless prior arrangement is made with the Production Office. Facility User property shall not be delivered, nor can it remain past the date and time entered in the rental contract. No permanent storage areas will be available for Facility Users.

**14 Custodial Services:** The Singletary Center shall provide basic custodial/janitorial services for public events at a flat fee of \$40 per public event, for all rental categories. Special events, such as catered receptions, dinners, parties, similar types of events, or large events with attendance over 750 people may be subject to an additional custodial/janitorial fee should the event require cleaning beyond that of normal public use. If the Facility User has requested the use of glitter, confetti, or similar decorations or effects (which must be approved in advance on the rental contract), a custodial staff will be hired and the costs will be billed to the Facility User. The special custodial cleaning fee is billed at a flat rate of \$400. If the facility is left in a state which requires substantial clean up taking longer than usual, the Facility User will be billed for the total time worked.

**15 Tobacco Free Campus:** The University of Kentucky is a tobacco free campus. This policy prohibits use of all tobacco products on the grounds, parking lots, and indoors. This includes cigarettes, e-cigarettes, cigars, pipes, chew, and snuff.

## VI . ALCOHOL RULES AND REGULATIONS

**Alcoholic Beverage Service:** Alcohol service, directly or indirectly, on University property are expressly forbidden without permission from the UK Office of the Executive Vice President for Finance and Administration (EVPFA). With appropriate permission, alcohol may be served under limited circumstances. The Singletary Center administrative office is charged to handle all inquiries regarding alcohol on Singletary Center premises. Alcohol must be served by a licensed caterer. Copies of the caterer's valid license to serve alcoholic beverages must be filed with the Singletary Center administrative office, and the caterer must publicly display the license(s) during the event. The caterer must also provide their valid certificate of insurance.

**Requests to sell/serve alcohol at an event must be submitted 30 days in advance of the event to allow the UK EVPFA time to review the request. Last minute requests may not be accommodated.**

**PLEASE ABIDE BY THESE RULES AND REGULATIONS SO AS NOT TO JEOPARDIZE YOUR FUTURE USE OF THE SINGLETARY CENTER.**

## VII LABOR AND PRODUCTION EXPENSES

### 1 TECHNICAL STAFF

The Singletary Center will provide production support staff including Stage Managers, Lighting Technicians, Sound Technicians, and Stagehands for all events in the Concert Hall, Recital Hall, or Rehearsal Room as needed. Equipment in the Singletary Center's inventory must be operated by Singletary Center staff. A minimum of one Stage Manager for every public event, or one Stagehand for every rehearsal, is required. Additional personnel may be required to handle equipment requested and will be hired at the discretion of the Singletary Center to support your event. A Tech Supervisor will be required for complex events.

Technical staff must be given a 10-minute break after every two hours, and a one-hour meal break after each five hours on the clock. **If circumstances do not allow for a one-hour break after five hours on the clock, the Facility User is required to provide a balanced meal and a thirty-minute break.** The specific production schedule including all required breaks will be confirmed with the Facility User by the Production Office to ensure that all center policies are followed.

In the event that a performance, rehearsal, tech call, load in or strike cannot be staffed in full by the Singletary Center's labor pool, the Singletary Center reserves the right to substitute IATSE Local 346 stagehands at the prevailing labor rates. IATSE follows similar regulations for breaks and meals. Facility User shall be billed for IATSE labor at their prevailing rates.

Prior to any event, a full labor cost estimate and working schedule will be confirmed with the Facility User by the Singletary Center staff to ensure that all policies are followed.

Stage crew is assigned the responsibility of tracking the time contracted, letting the Facility User know when the end of the contracted block of time is approaching, and shutting down the spaces contracted at the end of the rental block. If Facility User exceeds the contracted block of time, labor charges will be an ADDITIONAL 2 hour minimum per person, plus the time and a half pro-rated hourly rental fee per space contracted.

#### Back of House Technical Staff Labor Rates

Tech Supervisor: \$27/hr., 4 hour minimum  
 House Electrician: \$27/hr., 4 hour minimum  
 House Sound: \$27/hr., 4 hour minimum  
 House A/V: \$27/hr., 4 hour minimum  
 Technical Staff: \$23/hr., 4 hour minimum

#### Back of House Technical Staff Labor Rates – UK College of Fine Arts

Tech Supervisor: \$25/hr.  
 House Electrician: \$25/hr.

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House Sound:	\$25/hr.
House A/V:	\$25/hr.
Technical Staff:	\$16/hr.

**2 FRONT OF HOUSE STAFF**

The Singletary Center will provide front of house staff (House Manager, Lobby Attendants, Ticket Takers, Concessions Managers, Merchandise Managers) for all events that are open to the public or have invitation only audiences. Facility User may **not** substitute volunteers for hired Singletary Center personnel. Large events may require a Front of House Supervisor. The Front of House Supervisor will be assigned at the discretion of the Center. In the event that Front of House staff is required to work in excess of 5 hours, a schedule permitting breaks for the Front of House staff must be provided. **If the Front of House staff is not able to be rotated out for meal breaks, the Facility User will be required to provide a balanced meal for the Front of House staff; the Front of House Supervisor and/or House Manager will determine appropriate times for the Front of House staff to break.**

Front of House Staff Labor Rates

Front of House Supervisor:	\$27/hr., 4 hour minimum
House Manager:	\$24/hr., 4 hour minimum
Ticket Taker / Usher:	\$17/hr., 3 hour minimum
Concessions Manager:	\$17/hr., 3 hour minimum
Merchandise Manager:	\$17/hr., 3 hour minimum

Front of House Staff Labor Rates – UK College of Fine Arts

Front of House Supervisor:	\$24/hr.
House Manager:	\$16/hr.
Ticket Taker / Usher:	\$14/hr.
Concessions Manager:	\$15/hr.
Merchandise Manager:	\$15/hr.

**2 Front of House Staff, continued**

The Front of House hiring minimums required by the Singletary Center are as follows:

Concert Hall Ticketed Events

*Up to 750 Anticipated Attendance*

1 House Manager  
6 Ticket Takers

*Over 750 Anticipated Attendance*

1 House Manager  
8 Ticket Takers

Concert Hall Non-Ticketed Events

*Up to 750 Anticipated Attendance*

1 House Manager  
3 Lobby Attendants

*Over 750 Anticipated Attendance*

1 House Manager  
6 Lobby Attendants

Recital Hall Ticketed Events

1 House Manager  
2 Ticket Takers

Recital Hall Non-Ticketed Events

*Up to 150 Anticipated Attendance*

1 House Manager  
1 Lobby Attendant

*Over 150 Anticipated Attendance*

1 House Manager  
2 Lobby Attendants

President's Room

Minimum hire is 1 House Manager. Additional Lobby Attendants will be required for larger set ups and will be hired at the discretion of the Patron Services Coordinator.

Rehearsal Room

For events in the Rehearsal Room that are open to the public or are invitation only, the minimum hire is one House Manager. Additional Lobby Attendants will be required for larger set ups if the lobby is used as well.

**3 PHYSICAL PLANT, PARKING SERVICES, SECURITY**

**BUILDING OPERATORS**

A Building Operator is required for certain events, including large, high-profile events; events which utilize atmospheric effects such as fog or haze; events which utilize pyrotechnics. This service is contracted by the Singletary Center with the University of Kentucky Physical Plant for a \$200 flat fee per day.

**PARKING SERVICES**

The SCFA Patron Services Coordinator is a liaison with UK Parking for all parking requests.

School Shows: The University of Kentucky Parking Services requires three parking control officers for all school shows that use bus transportation. This service is contracted by the Singletary Center with the University of Kentucky Parking Services Office for a \$400 flat fee.

The parking lot behind the Singletary Center (28 spaces) can be reserved on evenings and weekends for VIP, performer, or event staff parking. Under special circumstances, it may be possible to reserve this lot during weekday business hours. One parking control officer is required. The Facility User is required to supply the Patron Services Coordinator with a list of people approved to park in the lot a minimum of three days before the event date. If the event falls on a Sunday, the list must be provided by 5pm on Thursday. This service is contracted by the Singletary Center with the UK Parking Services Office for a \$150 flat fee.

Other special parking reservations can be negotiated with UK Parking Services and will be billed on an as contracted basis.

## SECURITY SERVICES

Events that require security on campus are required to use UK Police Department services. SCFA will work with UKPD to communicate your event's needs. UK Police will evaluate the event and determine necessary staffing. Costs will be included on final reconciliation, or for campus users, may be billed directly to a campus account number at prevailing rates. For more information, please contact us.

## 4 RENTALS AND EXPENDABLES

In the event that the Singletary Center does not have the equipment requested or necessary for the event, the Production Office will rent the necessary equipment. The cost of the rental will be borne by the Facility User. If expendables are required (for example, lighting gel, gaffer's tape, batteries, etc.), the Production Office will order these items for your event. The cost of the expendables will be borne by the Facility User. Rental and expendables costs will be projected in the event cost estimate and actual expenditures will be included on the final billing/reconciliation.

Table Cloths are available for rental for both 6' and 8' tables, available in black or white, at a rate of \$10/cloth per day.

## 5 MARLEY DANCE FLOORING

The Singletary Center houses 8 rolls of black Marley Dance Flooring, owned by the University of Kentucky Dance Ensemble. This floor is available for rental at the following rates (subject to change):

Day Rate: \$25 per roll // Week Rate (3 or more days): \$75 per roll

If Marley Dance Flooring is rented, Facility User will be billed for cloth gaffer's tape needed to install floor. (If Facility User prefers Marley floor tape, it must be requested so that it can be ordered and in stock by the date of the installation.)



## 6 PIANO TUNING

All pianos will be serviced and tuned by the University of Kentucky School of Music Piano Technician. The Singletary Center Production Office will assist you with arranging the tuning to meet the event needs and schedule. Rates are determined by the Piano Technician and they will bill you directly for their services.

## VIII WEB STREAMING POLICIES

### 1 IP INDEMNITY

**Facility User** affirms that prior to staging or performing any copyrighted or licensed property at the Singletary Center, the **Facility User** has obtained an agreement with the property's owner to use such property, paying all required licensing, fees, and royalties. **Facility User** agrees to indemnify, defend, and hold harmless the University of Kentucky from and against any loss, cost, or damage of any kind, including legal fees, arising from claims made or brought against the University of Kentucky alleging **Facility User** lacked proper authority to perform licensed property.

### 2 WEB STREAMING INDEMNITY

**Facility User** grants the University of Kentucky the following rights regarding any and all media recordings and broadcasts, including but not limited to:

- The right to record the image, likeness, voice, face, and performed movements of **Facility User's** performers by any technology or means currently known or hereafter invented.
- The right to create, keep, disseminate, and dispose of any still photography, moving images, audio, or other forms of recording of **Facility User's** performers including without limitation to document any piece of art consisting of any physical media including without limitation: paintings, sculptures, installations, theatrical costumes, set pieces, scenery, stage make-up, lighting design, curatorial work, and graphics, as well as any digital files used in its creation.
- The right to broadcast, distribute, or otherwise disseminate any recording made whether at the time of the performance, e.g., live internet streaming, or after initial recording, e.g., social media post or video hosting.
- The right to reproduce, copy, edit, amplify, project, or simulate any image and/or all sounds produced, change format and/or media type, or otherwise modify any original recording made under the terms of this agreement.

- The right to subsequently modify without notification or limitation any and all media/content resulting from the editing or modification of any original or modified recording ad, infinitum.
- The right to combine any recordings of **Facility User's** performers with other images, recordings, or printed media in the production of film, television, radio, internet content, still photography, or any other media.
- The right to assign, transfer, or license the rights granted in this release to a third party.
- The right to use any media produced by the exercise of the rights cited above in any educational materials or curriculum, as well as in the marketing of the University of Kentucky's programs and events through the inclusion in promotional materials of any current or future media format.

## IX VIDEO CAPTURE & LIVESTREAMING SERVICES

The Singletary Center offers in-house livestreaming and recording services for events in the SCFA Concert Hall and SCFA Recital Hall. All options include one audio-visual technician for pre-performance consultation and event capture. For fully-produced multi-camera recordings, the services of a Lighting Director are included to ensure proper video quality.

Audio may be sourced from a pair of in-house Neumann KM183 overhead microphones, from an independently contracted audio engineer, or the Singletary Center can provide audio engineering services for an additional fee (contracted based on event-specific needs).

NOTE: Only Option 4 includes post-capture video editing and production; Option 2 and Option 3 include the full content of the performance with no post-production editing. Time allotment for video editing is a 6:1 ratio based on the length of the event (6 hours of post-production for each hour of captured performance) and includes color & lighting correction, edits for intermission/stage changes, and end credits.

### OPTION 1: SINGLE-CAMERA ARCHIVAL RECORDING or SINGLE-CAMERA LIVESTREAM

- 1 camera – fixed-perspective full stage wide shot
- Connect to client streaming channel (YouTube)
- 4 hours of A/V support (setup to tear-down)
- Stream starts 15 minutes prior to event
- COST: \$300.00
- Archival recording + Livestream: \$350.00

### OPTION 2: MULTI-CAMERA ARCHIVAL RECORDING or MULTI-CAMERA LIVESTREAM

Bookings / Details

Quantity Price Amount

- 2-3 cameras
- Live switching between cameras during event
- 4 hours of A/V support (setup to tear-down)
- Client receives file as mp4 format – no video editing
- COST: \$450
- Multi-camera archival recording + Livestream: \$500

**OPTION 3: PRODUCED MULTI-CAMERA RECORDING**

- 2-3 cameras
- Live switching between cameras during event
- 4 hours of A/V support (setup to tear-down)
- 2 hours of Lighting Director services prior to recording
- 6:1 video editing ratio (up to 2 hours of footage)
- Client allowed 1 preview for suggested edits
- Includes credit roll sequence at end (client supplies credit text)
- Client receives file as mp4 format - edited
- COST: \$775
- Multi-camera produced recording + Livestream: \$825

**X SINGLETARY CENTER TICKET OFFICE**

- 8% of gross ticket sales or \$100 minimum and \$7500 maximum per performance.
- Flat \$500 fee for FREE but ticketed events in the Concert Hall
- Flat \$150 fee for FREE but ticketed events in the Recital Hall
- Fee of \$0.50 per ticket printed if only using SCFA Ticket Stock for outside venues

**COMPLIMENTARY TICKETS**

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**Concert Hall Ticketed Events**

- Presenting organization are allotted 50 complimentary tickets at no charge. Any comps issued past this number will be charged **50 cents per comp**, to be deducted from the gross ticket sales (in addition to the 8% ticket office fee). For shows with multiple performances, the allotted number of complimentary tickets will be 50 x the number of performances. These comps may be distributed across all performances (not necessarily limited to 50 per night).

**Recital Hall Ticketed Events**

- Presenting Organizations are allotted 25 complimentary tickets at no charge. Any comp issued past the allotted 25 will be charged **50 cents per comp**, to be deducted from the gross ticket sales (in addition to the 8% ticket office fee). For shows with multiple performances, the allotted number of complimentary tickets will be 25 x the number of performances. These comps may be distributed across all performances (not necessarily limited to 25 per night).

Singletary Center for the Arts

1453322 In Process - Facility

Bookings / Details

Quantity

Price

Amount

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RESOLUTION NO. \_\_\_\_\_ - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH THE UNIVERSITY OF KENTUCKY, ON BEHALF OF THE SINGLETARY CENTER FOR THE ARTS, AND ANY OTHER DOCUMENTS NECESSARY, FOR THE LEASE OF REHEARSAL SPACE, PERFORMANCE SPACE, AND TECHNICAL REQUIREMENTS RELATED TO A COMMUNITY CONCERT TO BE HELD AS PART OF THE 250LEX CELEBRATION, AT A COST ESTIMATED NOT TO EXCEED \$16,000.00.

---

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 an Agreement, which is attached hereto and incorporated herein by reference, and any other documents necessary, with the University of Kentucky, on behalf of the Singletary Center for the Arts, for the lease of rehearsal space, performance space, and technical requirements related to a community concert to be held as part of the 250Lex celebration.

Section 2 – That an amount, estimated not to exceed \$16,000.00, be and hereby is approved for payment to the University of Kentucky, on behalf of the Singletary Center for the Arts, from account #1101 – 134202 – 71207, 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

616-25:MSC:4922-9090-5679, v. 1

RESOLUTION NO. 328 - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH THE UNIVERSITY OF KENTUCKY, ON BEHALF OF THE SINGLETARY CENTER FOR THE ARTS, AND ANY OTHER DOCUMENTS NECESSARY, FOR THE LEASE OF REHEARSAL SPACE, PERFORMANCE SPACE, AND TECHNICAL REQUIREMENTS RELATED TO A COMMUNITY CONCERT TO BE HELD AS PART OF THE 250LEX CELEBRATION, AT A COST ESTIMATED NOT TO EXCEED \$16,000.00.

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 an Agreement, which is attached hereto and incorporated herein by reference, and any other documents necessary, with the University of Kentucky, on behalf of the Singletary Center for the Arts, for the lease of rehearsal space, performance space, and technical requirements related to a community concert to be held as part of the 250Lex celebration.

Section 2 – That an amount, estimated not to exceed \$16,000.00, be and hereby is approved for payment to the University of Kentucky, on behalf of the Singletary Center for the Arts, from account #1101 – 134202 – 71207, 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: July 1, 2025

Linda Gorton  
MAYOR

ATTEST:  
[Signature]  
CLERK OF URBAN COUNTY COUNCIL  
616-25.MSC:4922-9090-5679, v. 1





Singletary Center for the Arts  
 University of Kentucky  
 405 Rose Street  
 Lexington KY 40506-0241

## Lease Agreement

Group	Reservation: 1453322	Quantity	Price	Amount
Heather Lyons Lexington-Fayette Urban County Government 200 E. Main St.	Event Name: 250LEX: Concert for Lexington Status: In Process - Facility Phone: 859-258-3123 Email Address: hlyons@lexingtonky.gov			

### LEASE AGREEMENT

This Lease Agreement, made between the UNIVERSITY OF KENTUCKY hereinafter referred to as LESSOR and the renter hereinafter referred to as LESSEE:

#### WITNESSETH

It is mutually agreed by and between LESSOR and LESSEE as follows:

1. The LESSOR hereby leases unto LESSEE the following portions and no other of the premises known as the **UNIVERSITY OF KENTUCKY OTIS A. SINGLETARY CENTER FOR THE ARTS**. The specific date(s), time(s) and space(s) leased are detailed below the signature line of this lease agreement.
2. The LESSEE shall pay to LESSOR, in consideration for the use of said facilities, the facility rental fee. An estimate of production and other costs is included with this Lease Agreement. All remaining indebtedness for said costs shall be paid upon rendition of LESSOR's invoice(s).
3. Prior to execution of LESSEE's contract with their artist, LESSOR and LESSEE must mutually agree in writing to the technical aspects of artist's contract. LESSOR reserves the right to refuse to schedule when technical needs exceed the capabilities of the facility. LESSOR must approve the equipment LESSEE's artist intends to use for LESSEE's event, whether rented or owned by the artist. LESSOR is not responsible for the cost of equipment, contracted goods or services required to meet LESSEE's artist's contract and technical rider. LESSOR can arrange said equipment, contracted goods and services, and the costs for the aforementioned shall be borne by the LESSEE.
4. Neither the entire premises nor any part thereof may be sublet, nor may this Lease Agreement be assigned.
5. Should LESSEE desire to cancel this Lease Agreement, and if notification of such, in writing, is

given to LESSOR at least thirty (30) days prior to the date of intended use, and both parties shall be relieved of any further obligations under the Lease Agreement.

6. ITEM REMOVED

7. LESSEE shall, and shall cause its servants, agents, employees, licensees, patrons, and guests, to abide by the rules and regulations adopted by LESSOR for the use, occupancy, and operation of said premises. A copy of the current applicable rules and regulations is appended hereto as Exhibit "A" and incorporated herein.

8. No activities in violation of Federal, State or local laws, or University of Kentucky Policies, shall be permitted on the premises, and it shall be the responsibility of the LESSEE to enforce this provision. LESSEE agrees to abide and be bound by the decision of the LESSOR, or its representatives, should any questions arise under this paragraph.

9. LESSEE agrees to collect, where required by law, and to pay and deliver over to the proper governmental agency, any and all licenses, fees, permits, and taxes required to be issued or paid in connection with LESSEE's use of said premises, sale of tickets, and performance(s), by any Federal, State, County, Municipal, or Urban County law or regulation, all such collections and payments to be in addition to the facility use herein provided, and to hold LESSOR harmless therefrom, including any and all costs, penalties, interest and expenses pertaining thereto.

10. For Concert Hall rentals, LESSEE agrees to furnish, without charge to LESSOR, **28 usher and 10 technical** admission tickets for each performance the premises are open to the public during the term of this Agreement. Seating selection shall be made by the LESSEE's representative. For Recital Hall rentals, LESSEE agrees to furnish, without charge to LESSOR, **6 usher and 6 technical** admission tickets for each performance the premises are open to the public during the term of this Agreement. Seating selection shall be made by the LESSEE.

11. LESSOR reserves the right to require LESSEE to issue free tickets to events where LESSEE desires no admission be charged, but where LESSEE and/or LESSOR expects attendance to be close to capacity of the room(s) rented under this Lease Agreement.

12. No portion of any passageway or exit way shall be blocked or obstructed in any manner whatsoever, and no exit door or any exit way shall be locked, blocked, or bolted while the facility is in use. Moreover, all designated exit ways shall be maintained in such a manner as to be visible at all times.

13. agrees not to bring onto the leased premises any material, substances, equipment or object which is likely to endanger the life of, or to cause bodily injury to, any persons on the premises or which is likely to constitute a hazard to property thereon without the prior approval of the LESSOR. LESSOR shall have the right to refuse to allow any such material, substances, equipment, or object to be brought onto said premises and further the right to require its immediate removal therefrom if found thereon. LESSEE agrees that all of its property and the property of others brought in or near the premises shall be at the risk of the LESSEE and that the LESSOR shall not be liable to LESSEE or others, for any loss or damage to any such property no matter how any such loss or damage may be caused.
14. LESSEE expressly waives and relinquishes, and LESSOR reserves to itself the right to operate concessions during the period of this Lease Agreement.
15. LESSOR agrees to waive merch percentage for LexPhil and any Guest Artist merch sold if LESSEE provides merch seller.
16. LESSEE agrees to indemnify and save harmless the LESSOR for any loss, damage, or expense arising from any claim or judgment of infringement of copyright.
17. LESSOR agrees to furnish LESSEE the premises "as is," together with heat, water, light and ventilation. Any services requested by LESSEE and required by LESSOR or its agents shall be charged to LESSEE at the rates set forth in Exhibit "A" attached hereto and incorporated herein.
18. In the event the LESSEE leases the premises for multiple days, but does not use certain days in between performances or rehearsals, LESSOR shall charge LESSEE a facility rental fee for each day and each room in between performances or rehearsals if LESSEE's equipment and set up remains in place and prevents the rental of the premises to other LESSEES. This fee shall be determined by the schedule attached in Exhibit "A" and be charged at the "Event/Performance" rate as determined by LESSOR.
19. LESSEE shall be responsible for any and all damage to the premises and to LESSOR's property caused by the acts of LESSEE or LESSEE's agents, servants, employees, patrons, or guests, whether accidental or otherwise. LESSEE further agrees to leave the premises in the same condition as it existed on the date that possession thereof commenced, and LESSEE agrees to pay LESSOR, upon demand, such sums as shall be necessary to restore said premises to their present condition, ordinary use and wear thereof excepted.
20. LESSEE acknowledges that the Singletary Center for the Arts, including the leased premises, shall at all times be under the control of LESSOR. Duly authorized representatives of LESSOR may enter the premises at any time and on occasion without restrictions whatsoever.
21. This agreement by either party shall be subject to force majeure, including but not limited to acts of God, fire, flood, natural disaster, war or threat of war, acts or threats of terrorism, civil disorder, unauthorized strikes, governmental regulation or advisory, recognized health threats as

determined by the World Health Organization, the Centers for Disease Control, or local government authority or health agencies (including but not limited to the health threats of COVID-19, H1N1, or similar infectious diseases), curtailment of transportation facilities, or similar occurrence beyond the control of the parties, where any of those factors, circumstances, situations, or conditions or similar ones prevent, dissuade, or unreasonably delay at least 25 percent of prospective Event attendees from appearing at the Center, or where any of them make it illegal, impossible, inadvisable, or commercially impracticable to hold the Event or to fully perform the terms of the Agreement. The agreement may be cancelled by either party, without liability, damages, fees, or penalty, and any unused deposits or amounts paid shall be refunded, for any one or more of the above reasons, by written notice of either party.



22. As an additional consideration of this Lease Agreement for use of the premises, LESSEE will procure an insurance policy with a licensed company doing business in the state of Kentucky to provide \$1,000,000 combined single limits for bodily injury and property damage including blanket contractual and completed operations. The University of Kentucky shall be named as an additional insured under the description of operations. The certificate holder should be listed as follows: University of Kentucky, 306 Peterson Building, Lexington, KY 40506-0005. The certificate of insurance (COI) must be filed with the University no less than ten (10) business days before the first date of performance or use or the event will be subject to cancellation.


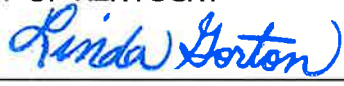
23. Notwithstanding any other provision of this Lease Agreement, if LESSEE violates any of the terms, conditions, or covenants provided herein, such violations shall work as a forfeiture of all monies previously paid to LESSOR, the same to be treated as liquidated damages, and no portion shall be returned to LESSEE.

24. The estimated costs for needed services are outlined below. The final invoiced amount of actual expenses will be billed within thirty (30) days of the event, provided all relevant invoices for contracted goods and services have been received.

25. The Lease Agreement may only be amended in writing, signed by the parties hereto.

IN WITNESS THEREOF, this Agreement has been executed by the duly authorized representatives of LESSOR and LESSEE, all as of the date above written.

WITNESS:  LESSOR:   
 BY: UNIVERSITY OF KENTUCKY MATTHEW GIBSON, Director

WITNESS:  LESSEE: 

Singletary Center for the Arts

1453322 In Process - Facility

**Bookings / Details****Quantity Price Amount**

250Lex: Concert for Lexington celebrates the city's 250th anniversary with Lexington artists Ben Sollee, Joslyn & The Sweet Compression, Julia Perry, Central Kentucky Youth Orchestra, and a world premiere by Shawn E. Okpebholo.

Outdoor events will begin at 1:00 PM and will include additional performances, refreshments, and some participatory arts experiences. A small stage will be located on the patio or lawn of the SCFA. People will be invited to bring their own chairs for sitting on the lawn.

The interior program will include the concert in the Concert Hall, and additional seating in the Recital Hall for livestream simulcast. The concert is to be livestreamed and recorded with a multi-camera setup.

We will need interior support space sufficient for LexPhil and the Central KY Youth Orchestra

Load-in 9/3, 10am-5:00pm

Guest Artist Sound Check 9/5, 3:30pm-6:30pm

SCFA N - Access Time

Rehearsal Days: TBD // 9/7 - 9:00am

SCFA N - Event Start Time

9/7: Outdoor 1pm / Concert 3pm

SCFA N - Event End Time

9/7: 5:00pm

SCFA N - Late Seating Policy

between pieces or movements

CALENDAR - Attendees

UK Undergraduate Students

UK Faculty and Staff

Non-Affiliated/Non-UK Attendees

UK - Total Attendance

1800

SCFA N - Admission Type

Ticketed, Free

UK - Dignitaries

Political Figure/Elected Official

UK - Political Figure Name

Mayor Linda Gorton, also Lex City Council Members (TBA)

SCFA N - Photo/Video Policy

no flash

UE - External Vendors EP

Performers/Talent

UE - V Talent

Lexington Philharmonic, Ben Sollee, Joslyn & the Sweet Compression, Central Kentucky Youth Orchestras

UE - V Talent Org

N/A

UE - V Talent Detail

Singletary Center for the Arts

1453322

In Process - Facility

**Bookings / Details**

Quantity

Price

Amount

Musicians

SCFA N - Parking

Yes, Singletary Center lot (\$)

Yes, adjacent lots (\$)

Yes, Front Circle (\$)

SCFA N - Parking Front Circle

6 meters on 9/3 thru 9/6; ALL meters on 9/7

SCFA N - Parking/Lot

9/7 for musicians

SCFA N - Parking/Adjacent

9/7 Alumni House lot for musicians / ALSO need parking for 4 busses/vans

UE N - Food Specifics

None

UE - UK Affiliation/Billing

Community/Non-UK Organization

UE - UK Affili Billing Contact

Heather Lyons

LFUCG Government

200 E. Main St

Lexington, KY 40507

859-258-3123

SCFA N - Diff. Billing Contact

No

**Wednesday, September 3, 2025**

**5:30 PM - 10:30 PM Lex Phil Support Space (In Process - Facility) Dressing Room A (Dressing/Green Room)**

Standard Setup

**5:30 PM - 10:30 PM Lex Phil Support Space (In Process - Facility) Dressing Room B (Dressing/Green Room)**

Standard Setup

**5:30 PM - 10:30 PM Lex Phil Support Space (In Process - Facility) Dressing Room C (Dressing/Green Room)**

Standard Setup

**5:30 PM - 10:30 PM Lex Phil Support Space (In Process - Facility) Dressing Room D (Dressing/Green Room)**

Standard Setup

**5:30 PM - 10:30 PM Lex Phil Support Space (In Process - Facility) Presidents Room (Multi-Purpose Room)**

*Charges for Singletary Center for the Arts clients will be billed from the Singletary Center even though services may be required by other campus offices*

Standard Setup

**7:30 PM - 10:00 PM LexPhil: LEX250 Rehearsal (In Process - Facility) Concert Hall (Auditorium)**

Reserved: 10:00 AM - 10:30 PM

*Charges for Singletary Center for the Arts for non-UK clients will be billed from the Singletary Center even though services may be required by other campus offices.*

Standard Setup

Singletary Center for the Arts

Bookings / Details

1453322 In Process - Facility  
 Quantity Price Amount

SCFA Rental Fees:

Concert Hall Rehearsal (Full Day Fee) 1 \$1,386.00 \$1,386.00

Less 20% Discount -\$277.20

*Full day rates shall be applied to rehearsals/presets contracting 10 or more hours in a single day and shall be charged per space contracted.*

*multi-day discount applied*

SCFA Staff (Back of House) :

10:00 AM - 5:00 PM Load In+Show+Load Out

Tech Supervisor(7 hours @ \$27.00/hr) 1 \$189.00 \$189.00

Stagehand(7 hours @ \$23.00/hr) 2 \$161.00 \$322.00

SCFA Staff (Back of House) :

5:00 PM - 10:30 PM Load In+Show+Load Out

Stage Manager(5.5 hours @ \$23.00/hr) 1 \$126.50 \$126.50

Tech Supervisor(5.5 hours @ \$27.00/hr) 1 \$148.50 \$148.50

SCFA Contracted Services:

Administrative Fee 1 \$60.00 \$60.00

Parking - Front Circle 6 \$10.00 \$60.00

*Parking list must be provided minimum 3 days prior to event date. If the event is on Sunday, the list is due 5pm on Thursday.*

**Thursday, September 4, 2025**

**5:30 PM - 10:30 PM Lex Phil Support Space (In Process - Facility) Dressing Room A (Dressing/Green Room)**

Standard Setup

**5:30 PM - 10:30 PM Lex Phil Support Space (In Process - Facility) Dressing Room B (Dressing/Green Room)**

Standard Setup

**5:30 PM - 10:30 PM Lex Phil Support Space (In Process - Facility) Dressing Room C (Dressing/Green Room)**

Standard Setup

**5:30 PM - 10:30 PM Lex Phil Support Space (In Process - Facility) Dressing Room D (Dressing/Green Room)**

Standard Setup

**5:30 PM - 10:30 PM Lex Phil Support Space (In Process - Facility) Presidents Room (Multi-Purpose Room)**

*Charges for Singletary Center for the Arts clients will be billed from the Singletary Center even though services may be required by other campus offices*

Standard Setup

**7:30 PM - 10:00 PM LexPhil: LEX250 Rehearsal (In Process - Facility) Concert Hall (Auditorium)**

Reserved: 6:30 PM - 10:30 PM

*Charges for Singletary Center for the Arts for non-UK clients will be billed from the Singletary Center even though services may be required by other campus offices.*

Standard Setup

SCFA Rental Fees:

Concert Hall Rehearsal (Hourly Fee)(4 hours @ \$116.00/hr) 1 \$464.00 \$464.00

Less 20% Discount -\$92.80

*Preset that exceed the time contracted will be billed pro-rated costs of time and a half the hourly costs and will be assessed additional labor fees.*

*multi-day discount applied*

Bookings / Details	Quantity	Price	Amount
Singletary Center for the Arts 1453322 In Process - Facility			
SCFA Staff (Back of House) :			
6:30 PM - 10:30 PM Load In+Show+Load Out			
Stage Manager(4 hours @ \$23.00/hr)	1	\$92.00	\$92.00
House Sound(4 hours @ \$27.00/hr)	1	\$108.00	\$108.00
SCFA Contracted Services:			
Parking - Front Circle	6	\$10.00	\$60.00
<i>Parking list must be provided minimum 3 days prior to event date. If the event is on Sunday, the list is due 5pm on Thursday.</i>			

**Friday, September 5, 2025**

**5:30 PM - 10:30 PM Lex Phil Support Space (In Process - Facility) Dressing Room A (Dressing/Green Room)**

Standard Setup

**5:30 PM - 10:30 PM Lex Phil Support Space (In Process - Facility) Dressing Room B (Dressing/Green Room)**

Standard Setup

**5:30 PM - 10:30 PM Lex Phil Support Space (In Process - Facility) Dressing Room C (Dressing/Green Room)**

Standard Setup

**5:30 PM - 10:30 PM Lex Phil Support Space (In Process - Facility) Dressing Room D (Dressing/Green Room)**

Standard Setup

**5:30 PM - 10:30 PM Lex Phil Support Space (In Process - Facility) Presidents Room (Multi-Purpose Room)**

*Charges for Singletary Center for the Arts clients will be billed from the Singletary Center even though services may be required by other campus offices*

Standard Setup

**7:30 PM - 10:00 PM LexPhil: LEX250 Rehearsal (In Process - Facility) Concert Hall (Auditorium)**

Reserved: 3:30 PM - 10:30 PM

*Charges for Singletary Center for the Arts for non-UK clients will be billed from the Singletary Center even though services may be required by other campus offices.*

Standard Setup

SCFA Rental Fees:

Concert Hall Rehearsal (Hourly Fee)(7 hours @ \$116.00/hr)	1	\$812.00	\$812.00
Less 20% Discount			-\$162.40

*Preset that exceed the time contracted will be billed pro-rated costs of time and a half the hourly costs and will be assessed additional labor fees.  
multi-day discount applied*

SCFA Staff (Back of House) :

3:30 PM - 6:30 PM Load In+Show+Load Out

Stage Manager(3 hours @ \$23.00/hr, Minimum Charge \$92.00)	1	\$92.00	\$92.00
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SCFA Staff (Back of House) :

6:30 PM - 10:30 PM Load In+Show+Load Out

Stagehand(4 hours @ \$23.00/hr)	1	\$92.00	\$92.00
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House Sound(4 hours @ \$27.00/hr)	1	\$108.00	\$108.00
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House A/V(4 hours @ \$27.00/hr)	1	\$108.00	\$108.00
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House Electrician(4 hours @ \$27.00/hr)	1	\$108.00	\$108.00
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SCFA Contracted Services:

Parking - Front Circle	6	\$10.00	\$60.00
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Singletary Center for the Arts

1453322 In Process - Facility

**Bookings / Details**

**Quantity Price Amount**

*Parking list must be provided minimum 3 days prior to event date. If the event is on Sunday, the list is due 5pm on Thursday.*

**Saturday, September 6, 2025**

**9:00 AM - 10:30 PM Lex Phil Support Space (In Process - Facility) Dressing Room A (Dressing/Green Room)**

Standard Setup

**9:00 AM - 10:30 PM Lex Phil Support Space (In Process - Facility) Dressing Room B (Dressing/Green Room)**

Standard Setup

**9:00 AM - 10:30 PM Lex Phil Support Space (In Process - Facility) Dressing Room C (Dressing/Green Room)**

Standard Setup

**9:00 AM - 10:30 PM Lex Phil Support Space (In Process - Facility) Dressing Room D (Dressing/Green Room)**

Standard Setup

**9:00 AM - 10:30 PM Lex Phil Support Space (In Process - Facility) Lobby Central (Hallway)**

Standard Setup

**9:00 AM - 10:30 PM Lex Phil Support Space (In Process - Facility) Lobby East (Hallway)**

Standard Setup

**9:00 AM - 10:30 PM Lex Phil Support Space (In Process - Facility) Lobby West (Hallway)**

Standard Setup

**9:00 AM - 10:30 PM Lex Phil Support Space (In Process - Facility) Presidents Room (Multi-Purpose Room)**

*Charges for Singletary Center for the Arts clients will be billed from the Singletary Center even though services may be required by other campus offices*

Standard Setup

**9:00 AM - 10:30 PM Lex Phil Support Space (In Process - Facility) Recital Hall (Auditorium)**

*Charges for Singletary Center for the Arts for non-UK clients will be billed from the Singletary Center even though services may be required by other campus offices.*

Standard Setup

**9:00 AM - 10:30 PM Lex Phil Support Space (In Process - Facility) Rehearsal Room (Multi-Purpose Room)**

Standard Setup

**11:00 AM - 10:00 PM LexPhil: LEX250 Rehearsals (In Process - Facility) Concert Hall (Auditorium)**

Reserved: 9:00 AM - 10:30 PM

*Charges for Singletary Center for the Arts for non-UK clients will be billed from the Singletary Center even though services may be required by other campus offices.*

Standard Setup

SCFA Rental Fees:

Concert Hall Rehearsal (Full Day Fee)	1	\$1,386.00	\$1,386.00
Less 20% Discount			-\$277.20

*Full day rates shall be applied to rehearsals/presets contracting 10 or more hours in a single day and shall be charged per space contracted.*

*multi-day discount applied*

SCFA Staff (Back of House) :

Bookings / Details	Quantity	Price	Amount
9:00 AM - 10:30 PM Load In+Show+Load Out			
Tech Supervisor(13.5 hours @ \$27.00/hr)	1	\$364.50	\$364.50
House Sound(13.5 hours @ \$27.00/hr)	1	\$364.50	\$364.50
Stagehand(13.5 hours @ \$23.00/hr)	1	\$310.50	\$310.50
House A/V(13.5 hours @ \$27.00/hr)	1	\$364.50	\$364.50
House Electrician(13.5 hours @ \$27.00/hr)	1	\$364.50	\$364.50
SCFA Contracted Services:			
Parking - Front Circle	6	\$10.00	\$60.00

*Parking list must be provided minimum 3 days prior to event date. If the event is on Sunday, the list is due 5pm on Thursday.*

**Sunday, September 7, 2025**

**1:00 PM - 3:00 PM 250LEX: Concert for Lexington (In Process - Facility) Lobby Central (Hallway)**

Reserved: 9:00 AM - 8:00 PM  
Standard Setup

**1:00 PM - 3:00 PM 250LEX: Concert for Lexington (In Process - Facility) Lobby East (Hallway)**

Reserved: 9:00 AM - 8:00 PM  
Standard Setup

**1:00 PM - 3:00 PM 250LEX: Concert for Lexington (In Process - Facility) Lobby West (Hallway)**

Reserved: 9:00 AM - 8:00 PM  
Standard Setup

**2:00 PM - 2:30 PM LexPhil: LEX250 Pre-Concert Lecture (In Process - Facility) Presidents Room (Multi-Purpose Room)**

Reserved: 9:00 AM - 8:00 PM  
*Charges for Singletary Center for the Arts clients will be billed from the Singletary Center even though services may be required by other campus offices*  
Standard Setup

**3:00 PM - 5:00 PM 250LEX: Concert for Lexington (In Process - Facility) Concert Hall (Auditorium)**

Reserved: 9:00 AM - 7:00 PM  
*Charges for Singletary Center for the Arts for non-UK clients will be billed from the Singletary Center even though services may be required by other campus offices.*  
Standard Setup

SCFA Rental Fees:

Concert Hall Event (Full Day Fee)	1	\$2,318.00	\$2,318.00
Less 20% Discount			-\$463.60

*Full day rates shall be applied to events and associated rehearsals contracting 10 or more hours in a single day and shall be charged per space contracted. multi-day discount applied*

SCFA Staff (Back of House) :

9:00 AM - 7:00 PM Load In+Show+Load Out			
House Electrician(10 hours @ \$27.00/hr)	1	\$270.00	\$270.00
House Sound(10 hours @ \$27.00/hr)	1	\$270.00	\$270.00
Tech Supervisor(10 hours @ \$27.00/hr)	1	\$270.00	\$270.00
Stage Manager(10 hours @ \$23.00/hr)	1	\$230.00	\$230.00
Stagehand(10 hours @ \$23.00/hr)	1	\$230.00	\$230.00

SCFA Contracted Services:

Singletary Center for the Arts	1453322	In Process - Facility	
Bookings / Details	Quantity	Price	Amount
Custodial Services - Special	1	\$400.00	\$400.00
Parking - Front Circle	9	\$10.00	\$90.00
<i>Parking list must be provided minimum 3 days prior to event date. If the event is on Sunday, the list is due 5pm on Thursday.</i>			
Parking - Special Event	2	\$150.00	\$300.00
<i>Fee based on 4 hour lot reservation. Parking list must be provided minimum 3 days prior to event date. If the event is on Sunday, the list is due 5pm on Thursday.</i>			
<i>SCFA back lot for guest artists</i>			
<i>Alumni House lot for musician parking</i>			
<i>Each lot monitored 11am-3pm</i>			
Building Operator	1	\$200.00	\$200.00
VidCap/LS Option 2 - Multi Camera	1	\$450.00	\$450.00
<i>2-3 cameras</i>			
<i>Live switching between cameras during event</i>			
<i>4 hours of A/V support (setup to tear-down)</i>			
<i>2 hours of Lighting Director services prior to recording for simulcast to Recital Hall</i>			
SCFA Staff (Front of House):			
1:00 PM - 6:00 PM Load In+Show+Load Out			
House Manager(5 hours @ \$24.00/hr)	1	\$120.00	\$120.00
Front of House Supervisor(5 hours @ \$27.00/hr)	1	\$135.00	\$135.00
SCFA Staff (Front of House):			
1:30 PM - 6:00 PM Load In+Show+Load Out			
Ticket Taker(4.5 hours @ \$17.00/hr)	8	\$76.50	\$612.00
SCFA Staff (Front of House):			
1:30 PM - 5:00 PM Load In+Show+Load Out			
Concessions Manager(3.5 hours @ \$0.00/hr)	2		
<b>3:00 PM - 5:00 PM Lex Phil Support Space (In Process - Facility) Dressing Room A (Dressing/Green Room)</b>			
Reserved: 9:00 AM - 8:00 PM			
Standard Setup			
<b>3:00 PM - 5:00 PM Lex Phil Support Space (In Process - Facility) Dressing Room B (Dressing/Green Room)</b>			
Reserved: 9:00 AM - 8:00 PM			
Standard Setup			
<b>3:00 PM - 5:00 PM Lex Phil Support Space (In Process - Facility) Dressing Room C (Dressing/Green Room)</b>			
Reserved: 9:00 AM - 8:00 PM			
Standard Setup			
<b>3:00 PM - 5:00 PM Lex Phil Support Space (In Process - Facility) Dressing Room D (Dressing/Green Room)</b>			
Reserved: 9:00 AM - 8:00 PM			
Standard Setup			
<b>3:00 PM - 5:00 PM Lex Phil: LEX250 Overflow Seating (In Process - Facility)</b>			

Singletary Center for the Arts

1453322

In Process - Facility

Bookings / Details

Quantity

Price

Amount

**Recital Hall (Auditorium)**

Reserved: 1:00 PM - 6:00 PM

*Charges for Singletary Center for the Arts for non-UK clients will be billed from the Singletary Center even though services may be required by other campus offices.*

Standard Setup

SCFA Rental Fees:

Recital Hall Event (Hourly Fee)(5 hours @ \$100.00/hr)

1

\$500.00

\$500.00

Less 20% Discount

-\$100.00

*Events that exceed the time contracted will be billed pro-rated costs of time and a half the hourly costs and will be assessed additional labor fees.*

*multi-day discount applied*

SCFA Staff (Back of House) :

1:00 PM - 6:00 PM Load In+Show+Load Out

AV Technician(5 hours @ \$23.00/hr)

1

\$115.00

\$115.00

SCFA Equipment:

Screen, Recital Hall (Wall Mounted)

1

*Permanent drop down screen, Recital Hall back wall.*

Projection, WITH Audio

1

*Renter will need to provide own Laptop*

SCFA Staff (Front of House):

1:30 PM - 5:30 PM Load In+Show+Load Out

Ticket Taker(4 hours @ \$17.00/hr)

2

\$68.00

\$136.00

**3:00 PM - 5:00 PM Lex Phil Support Space (In Process - Facility) Rehearsal Room (Multi-Purpose Room)**

Reserved: 9:00 AM - 8:00 PM

Standard Setup

SCFA Rental Fees:

Rehearsal Room (Hourly Fee)(11 hours @ \$25.00/hr)

1

\$275.00

\$275.00

Less 20% Discount

-\$55.00

*Events that exceed the time contracted will be billed pro-rated costs of time and a half the hourly costs and will be assessed additional labor fees.*

*multi-day discount applied*

SCFA Contracted Services

\$1,740.00

SCFA Equipment

\$0.00

SCFA Rental Fees

\$5,712.80

SCFA Staff (Back of House)

\$4,647.50

SCFA Staff (Front of House)

\$1,003.00

Subtotal

\$13,103.30

Grand Total

\$13,103.30

# FACILITY USE POLICIES AND RATES

*EFFECTIVE for EVENTS TAKING PLACE AFTER AUGUST 1, 2023*

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## A QUICK CHECKLIST FOR SCHEDULING AND CONTRACTING AN EVENT

Contact the SCFA Main Office at 859-257-1706 to confirm date availability. Holds will be in place for two weeks while the client completes the online request form and may only be extended twice. **NO ADVERTISING OF ANY KIND MAY TAKE PLACE UNTIL SIGNED CONTRACT(S) HAVE BEEN RETURNED, AND (FOR OFF CAMPUS CLIENTS) FACILITY RENTAL FEES PAID.**

All events must be requested online through the UK Event Management System (EMS) a minimum of two weeks in advance at <https://meetatbigblue.uky.edu/> . The EMS system allows our campus partners in UK Risk Management, UK Police, and University Events to review your request for compliance with university administrative regulations and policies; this review may

have additional requirements.

**All requested information must be completed in order to submit the request and for us to process the contract and estimate.** (For on campus clients, this must include a valid UK cost center number for billing. student organizations that do not have a UK cost center number must be registered and in good standing with UK.) If there is a technical rider available for your event, please be sure to attach it.

After review and processing, a contract and estimate will be issued for your review and signature. Please read and return the executed contract **by the indicated due date. (Off campus clients also require payment of fees.)**

- If contract is not returned (with fees, for off campus clients) by due date, your event will be subject to cancellation.

After the event is submitted in EMS, the SCFA Ticketing Director will contact the client (for ticketed events only) and will provide the client with a worksheet to collect the ticketing-related details of the event. Please complete and return the ticketing worksheet to the Ticketing Director, who will use the worksheet information to draft a Ticket Contract. The Ticket Contract must be executed and returned to the Ticketing Director before ticket sales and promotions begin.

Once both contracts are signed and returned, and for off campus clients, the facility rental & administrative fees have been paid, tickets may go on sale and advertising of the event may begin.

UK Risk management requires all off campus clients, 3<sup>rd</sup> party vendors, and guest artists to provide an insurance rider. This is a Combined Single Limits policy which names the client as well as the University of Kentucky as also insured for the date(s) of the event. The coverage amount is \$1,000,000. Submit proof of insurance no less than 14 business days prior to event date.

Keep the SCFA office updated of any set up, time changes, or other details pertinent to your event.

**PLEASE NOTE:**

**THE ABOVE LIST IS A QUICK REVIEW OF THE PROCESS USED TO SCHEDULE AND CONTRACT EVENTS. PLEASE READ THIS ENTIRE DOCUMENT FOR A DESCRIPTION OF ALL POLICIES, RENTAL RATES, LABOR COSTS, AND OTHER CHARGES THAT MAY BE ASSOCIATED WITH YOUR EVENT.**

## I. FACILITY USE PRIORITIES

The Singletary Center for the Arts (SCFA) is primarily intended as an educational and cultural resource for the University, the Lexington region, and the Commonwealth of Kentucky. SCFA serves as the primary performance facility for the UK School of Music, supports a variety of College of Fine Arts and

Singletary Center for the Arts	1453322	In Process - Facility	
Bookings / Details	Quantity	Price	Amount

University of Kentucky events, produces public events, as well as supporting other organizations on an individual rental basis for purposes that are compatible with, and enhance the mission of, the University of Kentucky, and are in the best interests of the community. Available spaces include: the Concert Hall, the Recital Hall, the Rehearsal Room, the President's Room, and the Lobby.

All Facility Users must comply with the rules and regulations outlined in this document. Scheduling is based on the following priorities:

- Priority I – College of Fine Arts - School of Music
- Priority II – Singletary Center produced events
- Priority III - University of Kentucky events
- Priority IV - Non-University Resident Organizations
- Priority V- All Others

## II. SCHEDULING PROCEDURES

### **Administration**

Scheduling decisions are the responsibility of the Singletary Center Director, in consultation with the Production Director, to allocate space assignments, labor projections, and equipment availability.

An *annual scheduling template* will be used to assure sufficient annual dates and spaces for the UK School of Music, SCFA produced events, and resident companies. All requested dates by these groups must be submitted by February 1 for the following fiscal year (which begins July 1). The SCFA Director will assess the requests and negotiate the best use of the facilities by these groups, then confirm the assigned dates by March 31. On March 31, the calendar will be open to scheduling inquiries to all other facility users. Online space requests via EMS (or in cases where events are copied forward annually, confirmation of details) are required for School of Music and seasonal resident companies prior to the end of the spring semester, approximately the first week of May, or events are subject to cancellation. Final confirmation of all events will be made by emailed contract.

The Singletary Center will retain certain days for maintenance, restoration, and preparation for events, depending on need, and facilities may not be available for use on these days.

### **Contracting Procedures**

To enable reservations and contracts, contact SCFA a minimum of 6 weeks in advance of the anticipated event date. All events **MUST** be booked and contracted no less than two weeks prior to the event date.

To book space, the Facility User will:

- 1 **Inquire with the Singletary Center Main Office.** Check available date(s) for the event and provide a description of the event, the times the facility space(s) will be requested, the support spaces needed, and event requirements.
- 2 **Choose and temporarily hold date(s).** Dates will be held for a two week hold period, and a maximum of two renewals will be extended if necessary. Once availability is confirmed, go online to <https://meetatbigblue.uky.edu/> to formally submit your request through the UK Event Management System (EMS). For campus users, your Link Blue account is your login. For off campus clients, we will need to set up an account for you. For all clients other than UK School of Music, login and follow the link to "Create a Request" and select "Events - Singletary Center for the Arts." For UK School of Music requests, select "School of Music Request" or "School Reception" where appropriate. If your event is ticketed, the Ticket Office Manager will contact you to provide a ticket worksheet us ticketing details.
- 3 **Submit an online space request before the end of the hold period. ALL EVENTS MUST BE REQUESTED NO LESS THAN TWO WEEKS PRIOR TO THE WEEK OF THE EVENT.**
- 4 **Submit a completed ticketed events worksheet.** This must include all information requested and clearly state your contact information.
- 5 **Review the contract and estimate, and return the signed contract and facility rental fees by the due date indicated.** *FOR OFF CAMPUS CLIENTS:* Your contract must also include your facility rental fee and an administrative fee of \$60. (Make checks out to "UK Singletary Center for the Arts.") You will be billed for labor and other charges after the event.  
*FOR ON CAMPUS CLIENTS:* Review and respond to the emailed contract acknowledging your acceptance of terms.  
*FOR BOTH ON and OFF CAMPUS CLIENTS:* Cancellations made within 30 days prior to the scheduled date will be billed the Facility Rental Fee and an Administrative fee.
- 6 **Review the ticketing contract and return the signed ticketing contract by the due date indicated.**
- 7 **Once BOTH the building contract and ticketing contract are executed, and (for off campus clients) facility rental fees are received, the event may be advertised.**
- 8 **Insurance Requirement.** All Facility Users are required to obtain and submit a combined single limits insurance policy for the date(s) of the event which names the Facility User and the University of Kentucky as also insured. The coverage amount is \$1,000,000. This policy must be submitted to the Singletary Center administrative office and University Events within 14 business days of the event. If an insurance rider is not submitted, the event will be subject to cancellation.
- 9 **Updates.** If changes to your event must be made after the contracts are executed, please be sure to inform the Singletary Center office immediately.
- 10 **Submit payment upon receipt of invoice.** Following the event, you will receive a reconciliation/invoice. Submit payment within 30 days of receiving the invoice. IF YOU CARRY AN OUTSTANDING BALANCE, YOUR ORGANIZATION WILL NOT BE ABLE TO PLACE HOLDS ON FUTURE EVENT DATES UNTIL THE BALANCE IS PAID IN FULL.



### III. RENTAL USER CATEGORIES

The Singletary Center determines rental fees based on the following three user categories.

1. **University of Kentucky and affiliated organizations** – entities with a University of Kentucky account number, student organizations registered and in good standing with the university.
2. **Not-for-profit organizations** – organizations possessing current, legal, non-profit status. Proof of non-profit status may be required.
3. **For profit organizations** – commercial event producers and promoters who generate funds for themselves

### IV . FACILITY RENTAL FEES – EFFECTIVE AUGUST 1, 2023

The following rental rates DO include: access to space(s) rented at the contracted times only; general lighting and HVAC; and Singletary Center stock equipment listed on your contract. Four and five hour blocks must include the time needed to set up and strike your event.

The following rental rates DO NOT include the costs of production/equipment rentals; technical and/or house labor expenses; marketing/publicity costs; piano tuning fees; contracted goods and services (i.e. Building Operator, Parking, Custodial, Security, expendable supplies); facility storage; photocopier costs, and Ticket Office services.

#### CONCERT HALL

1450+ SEATS

PERFORMANCE	SET UP/TECH/REHEARSAL	EVENT/PE
		5
HOURS MINIMUM*	4 HOURS MINIMUM*	

#### FOR-PROFIT ORGANIZATIONS

Performance Rate: \$268/hr.	Hourly Rehearsal Rate: \$203/hr.	Hourly
Performance Rate:** \$3216	Full Day Rehearsal Rate:** \$2426	Full Day

**NONPROFIT ORGANIZATIONS**

Performance Rate: \$193/hr.	Hourly Rehearsal Rate: \$116/hr.	Hourly
Performance Rate:** \$2318	Full Day Rehearsal Rate:** \$1386	Full Day

**UNIVERSITY OF KENTUCKY ORGANIZATIONS\*\*\***

Performance Rate: \$107/hr.	Hourly Rehearsal Rate: \$81/hr.	Hourly
Performance Rate:** \$1285	Full Day Rehearsal Rate:** \$970	Full Day

\*Events that exceed the time contracted will be billed pro-rated costs of Time-and-a-Half the hourly costs and will be assessed additional labor fees.

\*\* Full day rates shall be applied to events and associated rehearsals contracting 10 or more hours in a single day and shall be charged per space contracted.

\*\*\*Clients from the UK College of Fine Arts are not required to pay Facility Rental Fees.

**RECITAL HALL  
375 SEATS**

**EVENT/PERFORMANCE**

**SET UP/TECH/REHEARSAL**

**5 HOURS**

**MINIMUM\***

**4 HOURS MINIMUM\***

**FOR-PROFIT ORGANIZATIONS**

Performance Rate: \$152/hr.	Hourly Rehearsal Rate: \$92/hr.	Hourly
Performance Rate:** \$1827	Full Day Rehearsal Rate:** \$1109	Full Day

**NONPROFIT ORGANIZATIONS**

Hourly

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<b>Bookings / Details</b>	<b>Quantity</b>	<b>Price      Amount</b>

Performance Rate: \$100/hr.	Hourly Rehearsal Rate: \$59/hr.	Full Day
Performance Rate:** \$1197	Full Day Rehearsal Rate:** \$706	

**UNIVERSITY OF KENTUCKY ORGANIZATIONS\*\*\***

Performance Rate: \$61/hr.	Hourly Rehearsal Rate: \$37/hr.	Hourly
Performance Rate:** \$731	Full Day Rehearsal Rate:** \$443	Full Day

\* Events that exceed the time contracted will be billed pro-rated costs of Time-and-a-Half the hourly costs and will be assessed additional labor fees.

\*\* Full day rates shall be applied to events and associated rehearsals contracting 10 or more hours in a single day and shall be charged per space contracted.

\*\*\*Clients from the UK College of Fine Arts are not required to pay Facility Rental Fees.

**PRESIDENT'S ROOM**  
**MAXIMUM CAPACITY: 100**  
**4 HOURS MINIMUM\***

**FOR-PROFIT ORGANIZATIONS**

Hourly Rate: \$75/hr.

Full Day Rate:\*\* \$900

**NONPROFIT ORGANIZATIONS**

Hourly Rate: \$50/hr.

Full Day Rate:\*\* \$600

**UNIVERSITY OF KENTUCKY ORGANIZATIONS\*\*\***

Hourly Rate: \$40/hr.

Full Day Rate:\*\* \$480

**REHEARSAL ROOM OR LOBBY\***

**FOR-PROFIT ORGANIZATIONS**

Hourly Rate: \$36/hr.

Full Day Rate:\*\* \$432

**NONPROFIT ORGANIZATIONS**

Hourly Rate: \$25/hr.

Full Day Rate:\*\* \$300

**UNIVERSITY OF KENTUCKY ORGANIZATIONS\*\*\***

Hourly Rate: \$15/hr.

Full Day Rate:\*\* \$180

\* Events that exceed the time contracted will be billed pro-rated costs of Time-and-a-Half the hourly costs and will be assessed additional labor fees.

\*\* Full day rates shall be applied to events and associated rehearsals contracting 10 or more hours in a single day and shall be charged per space contracted.

\*\*\*Clients from the UK College of Fine Arts are not required to pay Facility Rental Fees.

## DRESSING ROOMS

The Singletary Center dressing rooms are located directly behind the Concert Hall. Facility Users renting the Concert Hall shall have priority use of the dressing rooms. Facility Users renting the Recital Hall shall have second priority. Should the dressing rooms be unavailable, or become unavailable due to a Concert Hall booking, the Rehearsal Room may be rented as support space instead, if it is available. If the dressing rooms and Rehearsal Room are not available, Facility Users will have access only to restrooms located backstage between the Concert Hall and Recital Hall.

## SUPPORT SPACE

Large groups desiring to rent the Concert Hall or Recital Hall will be **required** to rent adequate support space. The support space(s) necessary for your event will be determined by the Production Office. If adequate support space is not available, the booking request will be denied.

## MULTI-DAY DISCOUNT

Facility Users who rent space(s) for 4 or more **consecutive** days for the same event (including the event's associated rehearsals) shall receive a 20% discount on the facility rental fees.

## RAIN SITE RESERVATIONS

Facility Users who wish to reserve a space as a rain site contingency will be charged a non-refundable fee of 50% of the space rental costs plus administrative fee, regardless of whether the facility is used. If the Facility User does require use of the facility, full space rental, labor, and associated charges will be due under normal rental terms.

# V . FACILITY USE: GENERAL RULES AND REGULATIONS

**1 Authorized Areas:** Facility Users will have access to authorized areas only. The Facility User, or responsible party identified in the contract, **MUST** be present for the entire use of the facilities and accepts full responsibility for any damage and/or missing property. The Facility User is responsible for keeping its various members, supporters, and participants within authorized contracted areas. The Facility User is responsible for informing guests, members, caterers, volunteers, participants, and all others involved with the user's event about the Singletary Center Facility Use Policies. Doorways may not be blocked, and proper fire egress must be maintained at all times.

**2 Support Space:** Dressing Rooms are located behind the Concert Hall stage and Facility Users renting the Concert Hall shall have priority use of the dressing rooms. Facility Users renting the Recital Hall shall have second priority use of the dressing rooms. Should the dressing rooms be unavailable, or become

unavailable due to a Concert Hall booking, the Rehearsal Room, if available, may be rented as additional dressing/support space. If the dressing rooms and Rehearsal Room are unavailable, Facility User will have access to the backstage restrooms located between the Concert Hall and Recital Hall. Large groups will be **required to rent adequate support space for their events, as determined by the Singletary Center Production Office.** These support spaces, if not requested, will be assigned at the discretion of the Production Office if such space is deemed necessary. If adequate support space is not available, the facility use request will be denied. Support space(s) will be billed at the Rehearsal rate.

**3 Insurance: All users are required to obtain and supply an insurance rider.** This rider shall be issued by a licensed company, doing business in the state of Kentucky. It shall be a combined single limits insurance policy, and the coverage amount shall be \$1,000,000 naming the Facility User, as well as the **University of Kentucky as also insured. This policy must be submitted no less than 10 business days prior to the event date.**

**4 Tickets:** LESSEE will use their own ticketing system

**5 Ticket Office:** LESSEE will provide customer contact lists to SCFA.

**6 Advertisement/Publicity: No advertisement, press release, invitation, poster, flyer, public announcement, or artist contract citing the Singletary Center for the Arts is permitted until a Rental Contract is signed and authorized.** Verbal commitments are not acceptable – no exceptions. Publicity material citing the Singletary Center must use the Singletary Center’s website address (www.SingletaryCenter.com), and ticket office telephone number (859-257-4929). No advertising materials may be displayed on the interior, exterior, or any part of the Singletary Center without specific authorizations and content approval from Singletary Center management. If unauthorized advertising materials are found posted in the Singletary Center, these items will be removed.

Once the event is contracted, the Singletary Center will list your event on its website calendar; however, the Singletary Center is in no way responsible for any publicity or marketing efforts on behalf of the Facility User.

**7 ITEM REMOVED.**

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Bookings / Details

Quantity

Price

Amount

**8 Labor and Equipment:** All equipment in the Singletary Center's inventory must be operated by Singletary Center staff. Use of Singletary Center equipment MUST be arranged in advance of load in and is available on a first come, first served basis. ALL equipment used in the Singletary Center must be approved by the Production Office in advance of load in. Equipment requested on the day of the event will be supplied if available and at the discretion of the Production Office. Use of equipment supplied by Facility User on the day of the event will be subject to the approval of the Production Office. *(See Section VII, Labor and Production Expenses, for further details.)*

**9 Maximum Sound Levels:** In the interest of the safety of SCFA staff and patrons, and in conjunction with standards from the National Institute for Occupational Safety and Health, sound levels are limited to a sustained average of 92 dB.

**10 Decorations:** Nails, hooks, tacks, screws and bolts may not be used on any surface, wall, floor, or furnishing in the Singletary Center. Cloth gaffer's tape is the only tape permitted to be used on floors and equipment. No tape of ANY kind may be applied to brick walls. Facility User may be held financially responsible for repair/replacement of any damages to facility or equipment. No bunting, paper, or any other combustible material may be used without prior approval or the Singletary Center Production Office, and this use must be listed in the rental contract. All scenery brought into the Singletary Center must be treated with flame retardant. **No rice, confetti, or glitter may be used in the Singletary Center unless prior approval has been granted and janitorial expenses are included in the rental contract. Unauthorized use will result in billing of all expenses related to the clean-up.** No Helium Balloons. Painting of scenery or props on site must be arranged in advance and will be limited to touch ups, permitted at the discretion of the Production Office.

**11 Pyrotechnics/Special Atmospheric Effects:** ABSOLUTELY NO PYROTECHNICS ARE PERMITTED IN THE SINGLETARY CENTER WITHOUT PRIOR APPROVAL OF BOTH THE PRODUCTION OFFICE AND UK FIRE MARSHAL'S OFFICE. All pyrotechnics must be operated by licensed pyrotechnicians. All necessary permits must be obtained at the Facility User's expense and provided to the Singletary Center Production Office. Use of fog, haze, or other atmospheric effects requires taking the building's fire alarms out of service and will require the hiring of a UK Building Operator to monitor the fire panel at a flat rate of \$200. The cost of the Building Operator shall be billed to the Facility User.

**12 Performance, Rehearsals, Load In, Strike:** The Singletary Center staff will set up the required equipment AS PER THE CONTRACT, and at the times agreed upon with the Facility User. The Facility User's time in each space begins and ends precisely as cited in the Rental Contract. Facility User must plan their rental time accordingly and work within the time contracted to load in, run the event, and strike the event. **Facility Users will not be allowed into the spaces contracted any earlier than the time cited on the rental contract.** Any time over the rental block cited on the Rental Contract will be pro-rated to Facility

User at one and a half times the hourly rental cost, and a minimum of an additional 2 hours of labor per person shall be billed.

**13 Storage:** Storage of Facility User’s property will be permitted only for the length of the Rental Contract, unless prior arrangement is made with the Production Office. Facility User property shall not be delivered, nor can it remain past the date and time entered in the rental contract. No permanent storage areas will be available for Facility Users.

**14 Custodial Services:** The Singletary Center shall provide basic custodial/janitorial services for public events at a flat fee of \$40 per public event, for all rental categories. Special events, such as catered receptions, dinners, parties, similar types of events, or large events with attendance over 750 people may be subject to an additional custodial/janitorial fee should the event require cleaning beyond that of normal public use. If the Facility User has requested the use of glitter, confetti, or similar decorations or effects (which must be approved in advance on the rental contract), a custodial staff will be hired and the costs will be billed to the Facility User. The special custodial cleaning fee is billed at a flat rate of \$400. If the facility is left in a state which requires substantial clean up taking longer than usual, the Facility User will be billed for the total time worked.

**15 Tobacco Free Campus:** The University of Kentucky is a tobacco free campus. This policy prohibits use of all tobacco products on the grounds, parking lots, and indoors. This includes cigarettes, e-cigarettes, cigars, pipes, chew, and snuff.

## VI . ALCOHOL RULES AND REGULATIONS

**Alcoholic Beverage Service:** Alcohol service, directly or indirectly, on University property are expressly forbidden without permission from the UK Office of the Executive Vice President for Finance and Administration (EVPFA). With appropriate permission, alcohol may be served under limited circumstances. The Singletary Center administrative office is charged to handle all inquiries regarding alcohol on Singletary Center premises. Alcohol must be served by a licensed caterer. Copies of the caterer’s valid license to serve alcoholic beverages must be filed with the Singletary Center administrative office, and the caterer must publicly display the license(s) during the event. The caterer must also provide their valid certificate of insurance.

**Requests to sell/serve alcohol at an event must be submitted 30 days in advance of the event to allow the UK EVPFA time to review the request. Last minute requests may not be accommodated.**

**PLEASE ABIDE BY THESE RULES AND REGULATIONS SO AS NOT TO JEOPARDIZE YOUR FUTURE USE OF THE SINGLETARY CENTER.**



## VII LABOR AND PRODUCTION EXPENSES

### 1 TECHNICAL STAFF

The Singletary Center will provide production support staff including Stage Managers, Lighting Technicians, Sound Technicians, and Stagehands for all events in the Concert Hall, Recital Hall, or Rehearsal Room as needed. Equipment in the Singletary Center's inventory must be operated by Singletary Center staff. A minimum of one Stage Manager for every public event, or one Stagehand for every rehearsal, is required. Additional personnel may be required to handle equipment requested and will be hired at the discretion of the Singletary Center to support your event. A Tech Supervisor will be required for complex events.

Technical staff must be given a 10-minute break after every two hours, and a one-hour meal break after each five hours on the clock. **If circumstances do not allow for a one-hour break after five hours on the clock, the Facility User is required to provide a balanced meal and a thirty-minute break.** The specific production schedule including all required breaks will be confirmed with the Facility User by the Production Office to ensure that all center policies are followed.

In the event that a performance, rehearsal, tech call, load in or strike cannot be staffed in full by the Singletary Center's labor pool, the Singletary Center reserves the right to substitute IATSE Local 346 stagehands at the prevailing labor rates. IATSE follows similar regulations for breaks and meals. Facility User shall be billed for IATSE labor at their prevailing rates.

Prior to any event, a full labor cost estimate and working schedule will be confirmed with the Facility User by the Singletary Center staff to ensure that all policies are followed.

Stage crew is assigned the responsibility of tracking the time contracted, letting the Facility User know when the end of the contracted block of time is approaching, and shutting down the spaces contracted at the end of the rental block. If Facility User exceeds the contracted block of time, labor charges will be an ADDITIONAL 2 hour minimum per person, plus the time and a half pro-rated hourly rental fee per space contracted.

#### Back of House Technical Staff Labor Rates

Tech Supervisor:	\$27/hr., 4 hour minimum
House Electrician:	\$27/hr., 4 hour minimum
House Sound:	\$27/hr., 4 hour minimum
House A/V:	\$27/hr., 4 hour minimum
Technical Staff:	\$23/hr., 4 hour minimum

#### Back of House Technical Staff Labor Rates – UK College of Fine Arts

Tech Supervisor:	\$25/hr.
House Electrician:	\$25/hr.

House Sound:	\$25/hr.
House A/V:	\$25/hr.
Technical Staff:	\$16/hr.

**2 FRONT OF HOUSE STAFF**

The Singletary Center will provide front of house staff (House Manager, Lobby Attendants, Ticket Takers, Concessions Managers, Merchandise Managers) for all events that are open to the public or have invitation only audiences. Facility User may **not** substitute volunteers for hired Singletary Center personnel. Large events may require a Front of House Supervisor. The Front of House Supervisor will be assigned at the discretion of the Center. In the event that Front of House staff is required to work in excess of 5 hours, a schedule permitting breaks for the Front of House staff must be provided. **If the Front of House staff is not able to be rotated out for meal breaks, the Facility User will be required to provide a balanced meal for the Front of House staff; the Front of House Supervisor and/or House Manager will determine appropriate times for the Front of House staff to break.**

Front of House Staff Labor Rates

Front of House Supervisor:	\$27/hr., 4 hour minimum
House Manager:	\$24/hr., 4 hour minimum
Ticket Taker / Usher:	\$17/hr., 3 hour minimum
Concessions Manager:	\$17/hr., 3 hour minimum
Merchandise Manager:	\$17/hr., 3 hour minimum

Front of House Staff Labor Rates – UK College of Fine Arts

Front of House Supervisor:	\$24/hr.
House Manager:	\$16/hr.
Ticket Taker / Usher:	\$14/hr.
Concessions Manager:	\$15/hr.
Merchandise Manager:	\$15/hr.

**2 Front of House Staff, continued**

Singletary Center for the Arts

1453322

In Process - Facility

Bookings / Details

Quantity

Price

Amount

The Front of House hiring minimums required by the Singletary Center are as follows:

#### Concert Hall Ticketed Events

*Up to 750 Anticipated Attendance*

1 House Manager  
6 Ticket Takers

*Over 750 Anticipated Attendance*

1 House Manager  
8 Ticket Takers

#### Concert Hall Non-Ticketed Events

*Up to 750 Anticipated Attendance*

1 House Manager  
3 Lobby Attendants

*Over 750 Anticipated Attendance*

1 House Manager  
6 Lobby Attendants

#### Recital Hall Ticketed Events

1 House Manager  
2 Ticket Takers

#### Recital Hall Non-Ticketed Events

*Up to 150 Anticipated Attendance*

1 House Manager  
1 Lobby Attendant

*Over 150 Anticipated Attendance*

1 House Manager  
2 Lobby Attendants

#### President's Room

Minimum hire is 1 House Manager. Additional Lobby Attendants will be required for larger set ups and will be hired at the discretion of the Patron Services Coordinator.

#### Rehearsal Room

For events in the Rehearsal Room that are open to the public or are invitation only, the minimum hire is one House Manager. Additional Lobby Attendants will be required for larger set ups if the lobby is used as well.

### **3 PHYSICAL PLANT, PARKING SERVICES, SECURITY**

#### **BUILDING OPERATORS**

A Building Operator is required for certain events, including large, high-profile events; events which utilize atmospheric effects such as fog or haze; events which utilize pyrotechnics. This service is contracted by the Singletary Center with the University of Kentucky Physical Plant for a \$200 flat fee per day.

#### **PARKING SERVICES**

The SCFA Patron Services Coordinator is a liaison with UK Parking for all parking requests.

School Shows: The University of Kentucky Parking Services requires three parking control officers for all school shows that use bus transportation. This service is contracted by the Singletary Center with the University of Kentucky Parking Services Office for a \$400 flat fee.

The parking lot behind the Singletary Center (28 spaces) can be reserved on evenings and weekends for VIP, performer, or event staff parking. Under special circumstances, it may be possible to reserve this lot during weekday business hours. One parking control officer is required. The Facility User is required to supply the Patron Services Coordinator with a list of people approved to park in the lot a minimum of three days before the event date. If the event falls on a Sunday, the list must be provided by 5pm on Thursday. This service is contracted by the Singletary Center with the UK Parking Services Office for a \$150 flat fee.

Other special parking reservations can be negotiated with UK Parking Services and will be billed on an as contracted basis.

**SECURITY SERVICES**

Events that require security on campus are required to use UK Police Department services. SCFA will work with UKPD to communicate your event’s needs. UK Police will evaluate the event and determine necessary staffing. Costs will be included on final reconciliation, or for campus users, may be billed directly to a campus account number at prevailing rates. For more information, please contact us.

**4 RENTALS AND EXPENDABLES**

In the event that the Singletary Center does not have the equipment requested or necessary for the event, the Production Office will rent the necessary equipment. The cost of the rental will be borne by the Facility User. If expendables are required (for example, lighting gel, gaffer’s tape, batteries, etc.), the Production Office will order these items for your event. The cost of the expendables will be borne by the Facility User. Rental and expendables costs will be projected in the event cost estimate and actual expenditures will be included on the final billing/reconciliation.

Table Cloths are available for rental for both 6’ and 8’ tables, available in black or white, at a rate of \$10/cloth per day.

**5 MARLEY DANCE FLOORING**

The Singletary Center houses 8 rolls of black Marley Dance Flooring, owned by the University of Kentucky Dance Ensemble. This floor is available for rental at the following rates (subject to change):

Day Rate: \$25 per roll // Week Rate (3 or more days): \$75 per roll

If Marley Dance Flooring is rented, Facility User will be billed for cloth gaffer’s tape needed to install floor. (If Facility User prefers Marley floor tape, it must be requested so that it can be ordered and in stock by the date of the installation.)

## 6 PIANO TUNING

All pianos will be serviced and tuned by the University of Kentucky School of Music Piano Technician. The Singletary Center Production Office will assist you with arranging the tuning to meet the event needs and schedule. Rates are determined by the Piano Technician and they will bill you directly for their services.

## VIII WEB STREAMING POLICIES

### 1 IP INDEMNITY

**Facility User** affirms that prior to staging or performing any copyrighted or licensed property at the Singletary Center, the **Facility User** has obtained an agreement with the property's owner to use such property, paying all required licensing, fees, and royalties. **Facility User** agrees to indemnify, defend, and hold harmless the University of Kentucky from and against any loss, cost, or damage of any kind, including legal fees, arising from claims made or brought against the University of Kentucky alleging **Facility User** lacked proper authority to perform licensed property.

### 2 WEB STREAMING INDEMNITY

**Facility User** grants the University of Kentucky the following rights regarding any and all media recordings and broadcasts, including but not limited to:

- The right to record the image, likeness, voice, face, and performed movements of **Facility User's** performers by any technology or means currently known or hereafter invented.
- The right to create, keep, disseminate, and dispose of any still photography, moving images, audio, or other forms of recording of **Facility User's** performers including without limitation to document any piece of art consisting of any physical media including without limitation: paintings, sculptures, installations, theatrical costumes, set pieces, scenery, stage make-up, lighting design, curatorial work, and graphics, as well as any digital files used in its creation.
- The right to broadcast, distribute, or otherwise disseminate any recording made whether at the time of the performance, e.g., live internet streaming, or after initial recording, e.g., social media post or video hosting.
- The right to reproduce, copy, edit, amplify, project, or simulate any image and/or all sounds produced, change format and/or media type, or otherwise modify any original recording made under the terms of this agreement.

- The right to subsequently modify without notification or limitation any and all media/content resulting from the editing or modification of any original or modified recording ad, infinitum.
- The right to combine any recordings of **Facility User's** performers with other images, recordings, or printed media in the production of film, television, radio, internet content, still photography, or any other media.
- The right to assign, transfer, or license the rights granted in this release to a third party.
- The right to use any media produced by the exercise of the rights cited above in any educational materials or curriculum, as well as in the marketing of the University of Kentucky's programs and events through the inclusion in promotional materials of any current or future media format.

## IX VIDEO CAPTURE & LIVESTREAMING SERVICES

The Singletary Center offers in-house livestreaming and recording services for events in the SCFA Concert Hall and SCFA Recital Hall. All options include one audio-visual technician for pre-performance consultation and event capture. For fully-produced multi-camera recordings, the services of a Lighting Director are included to ensure proper video quality.

Audio may be sourced from a pair of in-house Neumann KM183 overhead microphones, from an independently contracted audio engineer, or the Singletary Center can provide audio engineering services for an additional fee (contracted based on event-specific needs).

NOTE: Only Option 4 includes post-capture video editing and production; Option 2 and Option 3 include the full content of the performance with no post-production editing. Time allotment for video editing is a 6:1 ratio based on the length of the event (6 hours of post-production for each hour of captured performance) and includes color & lighting correction, edits for intermission/stage changes, and end credits.

### OPTION 1: SINGLE-CAMERA ARCHIVAL RECORDING or SINGLE-CAMERA LIVESTREAM

- 1 camera – fixed-perspective full stage wide shot
- Connect to client streaming channel (YouTube)
- 4 hours of A/V support (setup to tear-down)
- Stream starts 15 minutes prior to event
- COST: \$300.00
- Archival recording + Livestream: \$350.00

### OPTION 2: MULTI-CAMERA ARCHIVAL RECORDING or MULTI-CAMERA LIVESTREAM

Singletary Center for the Arts

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In Process - Facility

Bookings / Details

Quantity

Price

Amount

- 2-3 cameras
- Live switching between cameras during event
- 4 hours of A/V support (setup to tear-down)
- Client receives file as mp4 format – no video editing
- COST: \$450
- Multi-camera archival recording + Livestream: \$500

### OPTION 3: PRODUCED MULTI-CAMERA RECORDING

- 2-3 cameras
- Live switching between cameras during event
- 4 hours of A/V support (setup to tear-down)
- 2 hours of Lighting Director services prior to recording
- 6:1 video editing ratio (up to 2 hours of footage)
- Client allowed 1 preview for suggested edits
- Includes credit roll sequence at end (client supplies credit text)
- Client receives file as mp4 format - edited
- COST: \$775
- Multi-camera produced recording + Livestream: \$825

## X SINGLETARY CENTER TICKET OFFICE

- 8% of gross ticket sales or \$100 minimum and \$7500 maximum per performance.
- Flat \$500 fee for FREE but ticketed events in the Concert Hall
- Flat \$150 fee for FREE but ticketed events in the Recital Hall
- Fee of \$0.50 per ticket printed if only using SCFA Ticket Stock for outside venues

**COMPLIMENTARY TICKETS**

**Concert Hall Ticketed Events**

- Presenting organization are allotted 50 complimentary tickets at no charge. Any comps issued past this number will be charged **50 cents per comp**, to be deducted from the gross ticket sales (in addition to the 8% ticket office fee). For shows with multiple performances, the allotted number of complimentary tickets will be 50 x the number of performances. These comps may be distributed across all performances (not necessarily limited to 50 per night).

**Recital Hall Ticketed Events**

- Presenting Organizations are allotted 25 complimentary tickets at no charge. Any comp issued past the allotted 25 will be charged **50 cents per comp**, to be deducted from the gross ticket sales (in addition to the 8% ticket office fee). For shows with multiple performances, the allotted number of complimentary tickets will be 25 x the number of performances. These comps may be distributed across all performances (not necessarily limited to 25 per night).



Singletary Center for the Arts

Bookings / Details

1453322	In Process - Facility	
Quantity	Price	Amount

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# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0617-25**

**File ID:** 0617-25

**Type:** Resolution

**Status:** Approved

**Version:** 2

**Contract #:**

**In Control:** Urban County Council

**File Created:** 06/13/2025

**File Name:** Request Council authorization to acquire six (6) temporary construction easements for the West Loudon Avenue Streetscape Project. Cost not to exceed \$32,000.

**Final Action:** 07/01/2025

**Title:** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute certificates of consideration and other necessary documents, and to accept deeds from owners of record, for property interests needed for the West Loudon Ave. Streetscape Project, at a cost not to exceed \$32,000. [Div. of Engineering, Burton]

**Notes:**

**Sponsors:**

**Enactment Date:** 07/01/2025

**Attachments:** 25-Blue Sheet Memo W Loudon Streetscape Easements, West Loudon Streetscape TC 62-203 ROW Cost Estimate, West Loudon Streetscape - Site Map, RESO 0617-25- Property interests for West Loudon Streetscape 4935-6202-7600 v.1.docx, RESO 0617-25- Property interests for West Loudon Streetscape 4935-6202-7600 v.1.docx, R-329-2025

**Enactment Number:** R-329-2025

**Deed #:**

**Hearing Date:**

**Drafter:** Ersula Killens

**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	06/24/2025	Approved and Referred to Docket	Urban County Council	06/26/2025		Pass
2	Urban County Council	06/26/2025	Received First Reading	Urban County Council	07/01/2025		
2	Urban County Council	07/01/2025	Approved				Pass

### Text of Legislative File 0617-25

**Title**

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute certificates of consideration and other necessary documents, and to accept deeds from owners of record, for property interests needed for the West Loudon Ave. Streetscape Project, at a cost not to exceed \$32,000. [Div. of Engineering, Burton]

**Summary**

Authorization to acquire six (6) temporary construction easements for the West Loudon Avenue Streetscape Project at a cost not to exceed \$32,000. Funds are Budgeted.

(L0617-25)(Burton/Albright)

Budgetary Implications: Yes

Advance Document Review:

**Law:** Yes, Completed by Evan Thompson, 6/13/2025

**Risk Management:** N/A

Fully Budgeted: Yes

Account Number: 3160-303202-3225-91714

This Fiscal Year Impact: \$32,000

Annual Impact: \$0

Project: LOUD\_SIDE\_2016

Activity: ROW

Budget Reference: 2016

Current Balance: BA in process

**TO: LINDA GORTON, MAYOR  
URBAN COUNTY COUNCIL**

**FROM: THERESA REYNOLDS, DIRECTOR  
DIVISION OF GRANTS AND SPECIAL PROGRAMS**

**DATE: JUNE 13, 2025**

**SUBJECT: West Loudon Avenue Streetscape Project – Acquisition of Temporary  
Construction Easements**

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**Request:** Council authorization to acquire six (6) temporary construction easements for the West Loudon Avenue Streetscape Project. Cost not to exceed \$32,000.

**Purpose of the Request:** The design phase has been completed for the Loudon Avenue Streetscape Projects and right of way needs to be acquired before construction can begin. The project requires acquisition of six (6) temporary construction easements. These easements are necessary for execution of the project.

The Division of Engineering has concurrently requested Council authorization to execute a supplemental agreement with the Kentucky Transportation Cabinet for right of way phase funding for the project to acquire easements.

**The cost in this budget year and future budget years:** \$32,000 is the cost in FY25. No cost anticipated in future budget years.

**Are the funds budgeted?** Yes, 3160-303202-3225-91714 LOUD\_SIDE\_2016 ROW 2016

**File Number:** 0617-25

**Director/Commissioner:** Burton/Albright





KENTUCKY TRANSPORTATION CABINET  
 Department of Highways  
 DIVISION OF RIGHT OF WAY AND UTILITIES  
**RIGHT OF WAY COST ESTIMATE**

TC 62-203  
 Rev. 05/2019  
 Page 1 of 3

**SECTION 1: PROJECT INFORMATION**

<b>COUNTY</b>	<b>ITEM NO.</b>	<b>ROAD NAME</b>
Fayette	07-03203.00	West Loudon Avenue
<b>PROJECT NO.</b>	<b>FEDERAL NUMBER</b>	<b>PROJECT</b>
5	4003 003	West Loudon Avenue Streetscape

**SECTION 2: ESTIMATE INFORMATION**

NUMBER OF ALTERNATES IN THIS ESTIMATE: 1 (Provide breakdown of cost for each alternative.)

ALTERNATE NO.	BRIEF DESCRIPTION (Text limited. Use additional sheets if necessary.)	COST
1	Temporary easements including fees, damages and contingency	\$ 92,000.00

**CLASS OF ESTIMATE/PLANS USED**

CLE (NONE)    CLD (TOPO MAP)    CLC (PREL INSP)    CLB (FINAL INSP)    CLA (FINAL PLANS)

**PURPOSE OF THIS ESTIMATE**

PRE-STUDY    UPDATE FOR INSP    REQUEST FUNDS    REQUEST ADD'L FUNDS

This estimate is based on the Six-Year Plan scheduled authorization date of FY N/A

SIX-YEAR PLAN ESTIMATE (this section)	
AMOUNT AUTHORIZED (this section)	
DIFFERENCE IN FUNDING REQUEST	
<b>TOTAL FUNDS NEEDED</b>	\$ 92,000.00

**WHAT SPECIFICALLY CAUSED THE COST INCREASE/DECREASE?**



N/A - See remarks.

**WHY WAS THE WORK REQUIRING A CHANGE IN FUNDS NOT ORIGINALLY ANTICIPATED?**

N/A - See remarks.

**REMARKS**

Only the design phase has been programmed by KYTC.

<b>COPY TO</b>	C.O. ACQUISITION	<b>SECTION 3: SIGNATURES</b>	
	C.O. RELOCATION		11/21/2024
	DIST. PRECONSTRUCTION	<b>ESTIMATE PREPARED BY</b>	<b>DATE</b>
	DIST. DESIGN		11/21/2024
DIST. RIGHT OF WAY	<b>RIGHT OF WAY SUPERVISOR</b>	<b>DATE</b>	
DIST. RELOCATION			
DIST. PLANNING			



KENTUCKY TRANSPORTATION CABINET  
 Department of Highways  
**DIVISION OF RIGHT OF WAY AND UTILITIES**  
**RIGHT OF WAY COST ESTIMATE**

	1		ALT NO. NUMBER	SUB TOTALS	ALT NO. NUMBER	SUB TOTALS	ALT NO. NUMBER	SUB TOTALS
	ALT NO. NUMBER	SUB TOTALS						
TOTAL PARCELS	0	\$32,000	0	\$0	0	\$0	0	\$0
NONCONFORMING BILLBOARDS	0	\$0	0	\$0	0	\$0	0	\$0
COURT COSTS	0%	\$0	0%	\$0	0%	\$0	0%	\$0
BUILDING REMOVAL	0	\$0	0	\$0	0	\$0	0	\$0
ASBESTOS REMEDIATION	0	\$0	0	\$0	0	\$0	0	\$0
UST CLEANUP	0	\$0	0	\$0	0	\$0	0	\$0
ADMINISTRATIVE COST	185%	\$60,000	185%	\$0	185%	\$0	185%	\$0
<b>ACQUISITION COST</b>		<b>\$92,000</b>		<b>\$0</b>		<b>\$0</b>		<b>\$0</b>
<b>FAMILY UNITS</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>
BUSINESS MOVE EXPENSE	0	\$0	0	\$0	0	\$0	0	\$0
BUSINESS RE-ESTAB. EXPENSE	0	\$0	0	\$0	0	\$0	0	\$0
<b>TOTAL BUSINESS</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>
FARM MOVE EXPENSE	0	\$0	0	\$0	0	\$0	0	\$0
FARM RE-ESTAB. EXPENSE	0	\$0	0	\$0	0	\$0	0	\$0
<b>TOTAL FARM</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>
NON-PROFIT MOVE EXPENSE	0	\$0	0	\$0	0	\$0	0	\$0
NON-PROFIT RE-ESTAB.	0	\$0	0	\$0	0	\$0	0	\$0
<b>TOTAL NON-PROFIT</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>
<b>GRAVE RELOCATIONS</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>
Miscellaneous Move	0	\$0	0	\$0	0	\$0	0	\$0
<b>RELOCATION COST</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>
<b>TOTAL PROJECT COST</b>		<b>\$92,000</b>		<b>\$0</b>		<b>\$0</b>		<b>\$0</b>
Administrative Cost Includes	Per Parcel +	Per Relocation	Per Parcel +	Per Relocation	Per Parcel +	Per Relocation	Per Parcel +	Per Relocation
WHAT ASSUMPTION WERE MADE IN PREPARING THIS ESTIMATE? ATTACH ADDITIONAL SHEETS FOR CONTINUATION OF THE EXPLANATION.	Damages assumed for 2 parcels. Admin. costs include ROW consultant services, appraisals (assumed 2 of 6 parcels), titles/closing, and recording fees. Value of property assumed \$27.50 per SF. TE cost assumed 10% of property value for one year of construction.							
ACCURATELY DESCRIBE THE PROJECT TERMINI UPON WHICH THIS ESTIMATE IS MADE. USE LANDMARK LOCATIONS AND STATION NUMBERS.	Streetscape improvements on West Loudon Avenue from N Broadway to N Limestone.							
	STA 10+93.47	To 22+65.69	STA	To	STA	To	STA	To
Does This Estimate Agree W/ The Pre-Construction Report	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> YES	<input type="checkbox"/> NO



**RIGHT OF WAY COST ESTIMATE**

	Proj. Costs	Alternate Num/Acre	1 Cost	Alternate Num/Acre	Cost	Alternate Num/Acre	Cost
<b>Parcels</b>							
Fee Simple Residential	\$0	0	\$0	0	\$0	0	\$0
Fee Simple Commercial	\$0	0	\$0	0	\$0	0	\$0
Perm Easement (%)	\$0	0	\$0	0	\$0	0	\$0
Temp Easement (%)	\$598,950	0.1985	\$24,000	0	\$0	0	\$0
Commercial	\$0	0	\$0	0	\$0	0	\$0
Barns/Garage	\$0	0	\$0	0	\$0	0	\$0
Sheds	\$0	0	\$0	0	\$0	0	\$0
Damages	\$7,600	1	\$8,000	0	\$0	0	\$0
Signs	\$0	0	\$0	0	\$0	0	\$0
<b>Total Parcels</b>		<b>0</b>	<b>\$32,000</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>
<b>Non-Conform Billboards</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>
<b>Court Costs</b>	<b>0%</b>		<b>\$0</b>		<b>\$0</b>		<b>\$0</b>
House Removal	\$0	0	\$0	0	\$0	0	\$0
Commercial Removal	\$0	0	\$0	0	\$0	0	\$0
Barn Removal	\$0	0	\$0	0	\$0	0	\$0
Shed Removal	\$0	0	\$0	0	\$0	0	\$0
<b>Building Removal</b>		<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>
Asbestos Removal	\$0	0	\$0	0	\$0	0	\$0
UST Cleanup	\$0	0	\$0	0	\$0	0	\$0
<b>Administration Costs</b>	<b>185%</b>		<b>\$60,000</b>		<b>\$0</b>		<b>\$0</b>
<b>Acquisition Costs</b>			<b>\$92,000</b>		<b>\$0</b>		<b>\$0</b>
<b>Family Units</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>
Business Move Expense	\$0	0	\$0	0	\$0	0	\$0
Business Re-estab. Exp.	\$0	0	\$0	0	\$0	0	\$0
<b>Total Business</b>		<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>
Farm Move Expense	\$0	0	\$0	0	\$0	0	\$0
Farm Re-Estab.	\$0	0	\$0	0	\$0	0	\$0
<b>Total Farm</b>		<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>
Non-Profit Move Expense	\$0	0	\$0	0	\$0	0	\$0
Non-Profit Re-Estab.	\$0	0	\$0	0	\$0	0	\$0
<b>Total Non-Profit</b>		<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>
<b>Grave Relocations</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>
Miscellaneous Move	\$0	0	\$0	0	\$0	0	\$0
Tenant Relocation Costs	\$0	0	\$0	0	\$0	0	\$0
Res. Relocation Costs	\$0	0	\$0	0	\$0	0	\$0
<b>Relocation Costs</b>		<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>
<b>Alternate Total</b>			<b>\$92,000</b>		<b>\$0</b>		<b>\$0</b>

WEST LOUDON STREETScape PROJECT, ITEM NO. 07-03203  
RIGHT OF WAY PHASE COST ESTIMATE

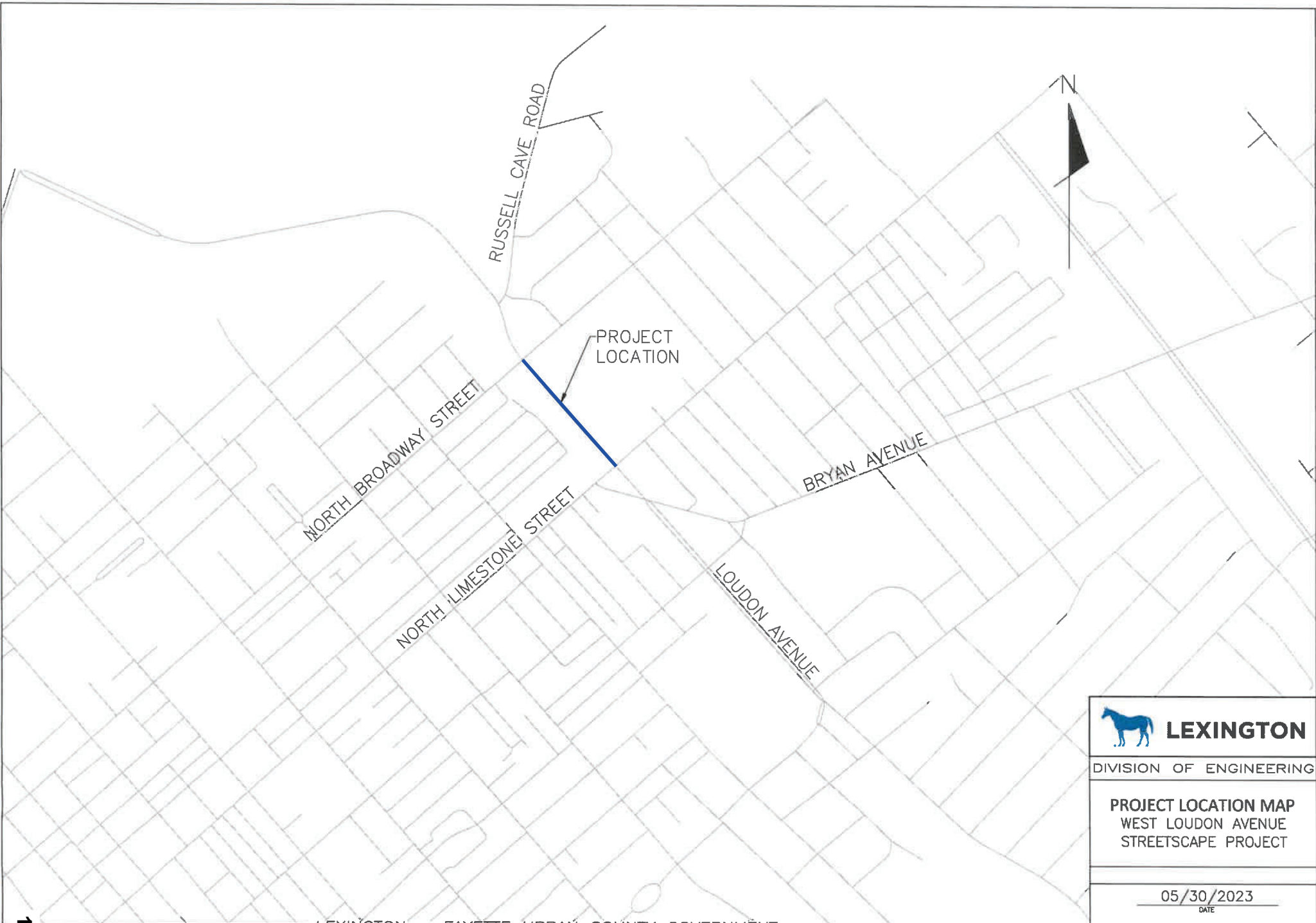
Estimated MAR Value Based on Average Value of Properties  
\$25.00 per SF

PARCEL NO.	ADDRESS	OWNER	EASEMENTS - AREA ( SF)		EASEMENTS - COST		TOTAL ESMT COST	CONSULTANT FEES	APPRAISAL	APPRAISAL REVIEW	TITLES AND CLOSING	RECORDING FEE	DAMAGES/MOVE/ MISC.	TOTAL R-PHASE COST	
			PERMANENT	TEMPORARY	PERMANENT	TEMPORARY									
1	802 N Broadway	EGP I, LLC C/O REMMCO SERVICES INC.		1,744	\$ -	\$ 4,400	\$ 4,400	\$ 5,900	\$ 4,000	\$ 600	\$ 1,300	\$ 400	\$ 4,000	\$ 20,600	
2	115 W Loudon Ave	NEWPORT COMMUNITIES, LLC		1,540	-	3,900	3,900	\$ 5,900			1,300	400	-	\$ 11,500	
3	119 W Loudon Ave	HUDSON, RICHARD W & S A		249	-	700	700	\$ 5,900			1,300	400	-	\$ 8,300	
4	104-120-124 W Loudon Ave	KENTUCKY UTILITIES COMPANY		3,227	-	8,100	8,100	\$ 5,900	4,000	600	1,300	400	-	\$ 20,300	
5	101-109 W Loudon Ave	NORTHYARD, LLC		1,173	-	3,000	3,000	\$ 5,900			1,300	400	-	\$ 10,600	
6	791 N Limestone	AL-HASSEN, NAJI		715	-	1,800	1,800	\$ 5,900			1,300	400	2,900	\$ 12,300	
TOTAL														83,600	
CONTINGENCY														10%	8,360
TOTAL ESTIMATED RIGHT OF WAY PHASE COST - Rounded to the nearest \$100.														\$ 92,000	

Notes

1. Minimum payment values are consistent with KYTC Instructional Memorandum 2019-11-ACQ. Costs are rounded to the nearest \$100.
2. Evaluation of comps and development of MAR values will be performed by consultant Right-of-Way agent.





 <b>LEXINGTON</b>
DIVISION OF ENGINEERING
<b>PROJECT LOCATION MAP</b> WEST LOUDON AVENUE STREETSCAPE PROJECT
05/30/2023 <small>DATE</small>

RESOLUTION NO. \_\_\_\_\_ – 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CERTIFICATES OF CONSIDERATION AND OTHER NECESSARY DOCUMENTS, AND TO ACCEPT DEEDS FROM OWNERS OF RECORD, FOR PROPERTY INTERESTS NEEDED FOR THE WEST LOUDON AVENUE STREETScape PROJECT, AT A COST NOT TO EXCEED \$32,000.00.

---

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 certificates of consideration and other necessary documents, and to accept deeds from owners of record, for property interests needed for the West Loudon Avenue Streetscape Project, at a cost not to exceed \$32,000.00.

Section 2 – That an amount, not to exceed the sum of \$32,000.00, be and hereby is approved for payment to property owners, plus usual and appropriate closing costs, all from account # 3160-303202-3225-91714, at the time of closing, contingent upon passage of a 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

0617-25:EPT\_4935-6202-7600, v. 1

RESOLUTION NO. \_\_\_\_\_ – 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CERTIFICATES OF CONSIDERATION AND OTHER NECESSARY DOCUMENTS, AND TO ACCEPT DEEDS FROM OWNERS OF RECORD, FOR PROPERTY INTERESTS NEEDED FOR THE WEST LOUDON AVENUE STREETScape PROJECT, AT A COST NOT TO EXCEED \$32,000.00.

---

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 certificates of consideration and other necessary documents, and to accept deeds from owners of record, for property interests needed for the West Loudon Avenue Streetscape Project, at a cost not to exceed \$32,000.00.

Section 2 – That an amount, not to exceed the sum of \$32,000.00, be and hereby is approved for payment to property owners, plus usual and appropriate closing costs, all from account # 3160-303202-3225-91714, at the time of closing, contingent upon passage of a 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

0617-25:EPT\_4935-6202-7600, v. 1

RESOLUTION NO. 329 - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CERTIFICATES OF CONSIDERATION AND OTHER NECESSARY DOCUMENTS, AND TO ACCEPT DEEDS FROM OWNERS OF RECORD, FOR PROPERTY INTERESTS NEEDED FOR THE WEST LOUDON AVENUE STREETScape PROJECT, AT A COST NOT TO EXCEED \$32,000.00.

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 certificates of consideration and other necessary documents, and to accept deeds from owners of record, for property interests needed for the West Loudon Avenue Streetscape Project, at a cost not to exceed \$32,000.00.

Section 2 – That an amount, not to exceed the sum of \$32,000.00, be and hereby is approved for payment to property owners, plus usual and appropriate closing costs, all from account # 3160-303202-3225-91714, at the time of closing, contingent upon passage of a budget amendment.

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

PASSED URBAN COUNTY COUNCIL: July 1, 2025

*Linda Gorton*

MAYOR

ATTEST:

*[Signature]*  
CLERK OF URBAN COUNTY COUNCIL  
0617-25:EPT\_4935-6202-7600, v. 1



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0618-25**

**File ID:** 0618-25

**Type:** Resolution

**Status:** Approved

**Version:** 2

**Contract #:** 230-2016

**In Control:** Urban County Council

**File Created:** 06/13/2025

**File Name:** Request Council authorization to execute Contract Modification No. 1 to the Engineering Services Agreement with Palmer Engineering, Inc. in the amount of \$60,000.00 for additional engineering services over and above the original scope of services for Loud

**Final Action:** 07/01/2025

**Title:** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Contract Modification No. 1 to the Engineering Services Agreement with Palmer Engineering, Inc., for additional engineering services related to the West Loudon Ave. Streetscape Project, for the Div. of Engineering, increasing the Contract by the sum of \$60,000, from \$96,600 to \$156,600. [Div. of Engineering, Burton]

**Notes:** SAF in the CCO. Returned to Celia Moore via scans 7/2/2025. MS

**Sponsors:**

**Enactment Date:** 07/01/2025

**Attachments:** 25-Blue Sheet Memo W Loudon Streetscape CM NO. 1, Loudon Avenue Streetscape Contract Mod 1, West Loudon Streetscape - Site Map, RESO 618-25-Contract Mod 1 Loudon Avenue Streetscape Project 4926-4164-0016 v.1.docx, R-330-2025, 230-2016 - 525-2016 - CONTRACT - 2025 - CLK - Contracts - 7-2-2025

**Enactment Number:** R-330-2025

**Deed #:**

**Hearing Date:**

**Drafter:** Ersula Killens

**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	06/24/2025	Approved and Referred to Docket	Urban County Council	06/26/2025		Pass
2	Urban County Council	06/26/2025	Received First Reading	Urban County Council	07/01/2025		
2	Urban County Council	07/01/2025	Approved				Pass

**Text of Legislative File 0618-25**

**Title**

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Contract Modification No. 1 to the Engineering Services Agreement with Palmer Engineering, Inc., for additional engineering services related to the West Loudon Ave. Streetscape Project, for the Div. of Engineering, increasing the Contract by the sum of \$60,000, from \$96,600 to \$156,600. [Div. of Engineering, Burton]

**Summary**

Authorization to execute Contract Modification No. 1 to the Engineering Services Agreement with Palmer Engineering, Inc. in the amount of \$60,000.00 for additional engineering services pertaining to right-of-way acquisition for the Loudon Avenue Streetscape Project. Funds are Budgeted. (L0618-25)(Burton/Albright)

Budgetary Implications: Yes

Advance Document Review:

**Law:** Yes, Completed by Evan Thompson, 6/13/2025

**Risk Management:** N/A

Fully Budgeted: Yes

Account Number: 3160-303202-3225-91714

This Fiscal Year Impact: \$60,000.00

Annual Impact: \$0

Project: LOUD\_SIDE\_2016

Activity: DESIGN

Budget Reference: 2016

Current Balance: BA in process



**TO: LINDA GORTON, MAYOR  
URBAN COUNTY COUNCIL**

**FROM: THERESA REYNOLDS, DIRECTOR  
DIVISION OF GRANTS AND SPECIAL PROGRAMS**

**DATE: JUNE 13, 2025**

**SUBJECT: West Loudon Avenue Streetscape Project – Contract Modification No. 1  
Right of Way Engineering Services  
Contract No. 525-2016**

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**Request:** Council authorization to execute Contract Modification No. 1 to the Engineering Services Agreement with Palmer Engineering, Inc. in the amount of \$60,000.00 for additional engineering services over and above the original scope of services for Loudon Avenue Streetscape Project.

**Purpose of the Request:** With final design completed, the LFUCG Division of Engineering needs this action to perform right of way services before the project can be constructed.

The Division of Engineering has concurrently requested Council authorization to execute a supplemental agreement with the Kentucky Transportation Cabinet (KYTC) for right of way phase funding for the project to acquire easements. This Council authorization to execute Contract Modification No. 1 is contingent upon KYTC's amendment of the letter agreement with Palmer Engineering for the LPA statewide contract.

**The cost in this budget year and future budget years:** \$60,000 is the cost in FY25. No cost anticipated in future budget years.

**Are the funds budgeted?** Yes, 3160-303202-3225-91714 LOUD\_SIDE\_2016

**File Number:** 0618-25

**Director/Commissioner:** Burton/Albright



**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
CONTRACT MODIFICATION**

4/7/2025

Project: West Loudon Avenue Streetscape

Location: W Loudon Ave from N Broadway to N Limestone

To (Contractor): Palmer Engineering, Inc.  
1040 Monarch Street, Suite 210  
Lexington, KY 40513

Contract No: 525-2016

Contract Modification No: 1

You are hereby requested to comply with the following changes from the contract plans and specifications;

Item No.	ADD / DEL	Description of changes	Units	Quantity	Unit Price	Decrease in contract price	Increase in contract price
1	ADD	Right of Way Acquisition Services with Appraisal (see Exhibit A)				\$ -	\$ 60,000.00
						\$ -	\$ -
						\$ -	\$ -
						\$ -	\$ -
						\$ -	\$ -
						\$ -	\$ -
						\$ -	\$ -
Total decrease						\$ -	
Total increase							\$ 60,000.00
Net (increase/decrease) in contract price							\$ 60,000.00

Current Contract Amount = \$96,600.00

New Contract Amount = \$156,600.00

Recommended by *Ryan Hopkins* *NAF* (Proj. Engr.) Date *6/6/2025*  
 Accepted by *AA Hull* (Contractor) Date *6-5-25*  
 Approved by *[Signature]* (Director - Engineering) Date *6/9/25*  
 Approved by *[Signature] for Nancy Albright* (Commissioner - EQPW) Date *6/11/25*  
 Approved by \_\_\_\_\_ (Mayor or CAO) Date \_\_\_\_\_



**JUSTIFICATION FOR CHANGE**

PROJECT: West Loudon Avenue Streetscape

CONTRACT NO. 525-2016

CONTRACT MODIFICATION NO.: 1

1. Necessity for change: ROW services were initially planned to be performed by LFUCG Engineering staff. Instead, the design consultant is needed to perform ROW services to acquire temporary easements for construction.
2. Is proposed change an alternate bid? \_\_\_Yes \_\_\_x\_\_\_No
3. Will proposed change alter the physical size of the project? \_\_\_Yes \_\_\_x\_\_\_No  
If "Yes", explain.
4. Effect of this change on other prime contractors: N/A
5. Has consent of surety been obtained? \_\_\_Yes \_\_\_x\_\_\_Not Necessary
6. Will this change affect expiration or extent of insurance coverage? \_\_\_Yes \_\_\_x\_\_\_No  
If "Yes", will the policies be extended? \_\_\_Yes \_\_\_No
7. Effect on operation and maintenance costs: N/A
8. Effect on contract completion date: N/A

\_\_\_\_\_  
Mayor\_\_\_\_\_  
Date

**CONTRACT HISTORY FORM**

Project Name: West Loudon Avenue Streetscape  
Contractor: Palmer Engineering, Inc.  
Contract Number and Date: 525-2016 09/15/16  
Responsible LFUCG Division: Engineering

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**CONTRACT AND MODIFICATION DETAILS**

A. Original Contract Amount:	\$	<u>96,600.00</u>	
Next Lowest Bid Amount:			
B. Amount of Selected Alternate or Phase:	\$	<u>                    </u>	
C. Cumulative Amount of All Previous Alternates or Phases:	\$	<u>96,600.00</u>	
D. Amended Contract Amount:	\$	<u>96,600.00</u>	
E. Cumulative Amount of All Previous Change Orders:	\$	<u>0.00</u>	<u>0.0%</u> <small>(Line E / Line D)</small>
F. Amount of This Change Order:	\$	<u>60,000.00</u>	<u>62.1%</u> <small>(Line F / Line D)</small>
G. Total Contract Amount:	\$	<u>156,600.00</u>	

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**SIGNATURES**

Project Manager:	<u></u>	Date: <u>6/9/25</u>
Reviewed by:	<u></u>	Date: <u>06/09/25</u>
Division Director:	<u></u>	Date: <u>6/9/25</u>

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## **Exhibit A**

### **Extra Work – Right of Way Acquisition West Loudon Avenue Streetscape**

This Extra Work Scope of Services provides a minimum set of guidelines, tasks, and activities for professional engineering and registered land surveying services to be performed by Consultant as part of the design of the West Loudon Avenue Streetscape Project. The Extra Work Scope of Services includes Right of Way (ROW) Acquisition and modifies the original Engineering Services Contract dated September 15, 2016.

Consultant shall be pre-qualified by KYTC for Right of Way Services, at a minimum to perform Acquisition services.

#### **Background**

Through the design process of the West Loudon Avenue Streetscape Project, six (6) Temporary Construction Easements (TCE) were developed to allow construction of the project. Professional engineering services by the Consultant are needed to acquire the necessary TCE's, and these services are outlined in this Contract Modification.

#### **Scope of Services**

##### **1. Easement and Right of Way Acquisition**

- 1.1. Consultant shall prepare metes and bounds descriptions of six (6) temporary construction easements. Easement descriptions shall be prepared to meet the requirements of the Lexington-Fayette Urban County Government Division of Engineering. (existing Engineering Service Agreement scope)*
- 1.2. Consultant shall prepare all paperwork necessary for easement acquisition and right of way encroachment and/or taking. (existing Engineering Service Agreement scope)*
- 1.3. Consultant, or an agent thereof, will conduct negotiations with property owners for acquisitions of easements and right of way. The Minor Acquisition Review process shall be used to determine the amount of compensation to be offered to for each non-complex easement.
- 1.4. Consultant shall perform appraisals, review appraisals, and perform easement recordings as necessary for easement acquisition. All fees associated with these tasks shall be paid by Consultant. Appraisals and appraisal reviews may be subcontracted to a KYTC prequalified appraiser, subject to acceptance by LFUCG.

- 1.5. Consultant shall maintain documentation consisting of a comprehensive file for each parcel updated as new information is obtained, including a record of contacts in accordance with the KYTC Right of Way Guidance Manual.
- 1.6. Consultant shall enter, track and update all necessary information in the KYTC KROWDS on-line database.

## **Payments to Consultant**

### **1. Methods of Payment for Services of Consultant**

- 1.1. Owner shall pay Consultant for Extra Work a fee not exceeding **Thirteen thousand four hundred dollars (\$13,400)** per parcel for complex temporary easements requiring appraisals.
- 1.2. Owner shall pay Consultant for Extra Work a fee not exceeding **Eight thousand three hundred dollars (\$8,300)** per parcel for temporary easements not requiring appraisals.
- 1.3. The total compensation for all services rendered shall not exceed **Sixty thousand dollars (\$60,000)**.
- 1.4. In addition to monthly statements for Extra Work rendered as defined in the Engineering Services Agreement, the statements shall include a detailed description of services and activities performed for each parcel.
- 1.5. The amount of time to acquire temporary easements can vary substantially depending on the response of the property owners. The monthly statements shall also provide a breakdown of consulting time/cost spent on each property.

## **Additional Requirements**

### **1. Schedule and Completion**

- 1.1. TCE offers and the negotiation process shall begin within 30 days of the Notice to Proceed.

### **2. Deliverables**

- 2.1 Easement plats, descriptions, and related paperwork for ROW taking and/or encroachment, including a comprehensive file for each parcel.



**KENTUCKY TRANSPORTATION CABINET**  
**Department of Highways**  
**DIVISION OF PROFESSIONAL SERVICES**  
**ENGINEERING AND RELATED SERVICES FEE PROPOSAL**

TC 40-2  
 Rev. 12/2017  
 Page 1 of 1

**SECTION 1: PROJECT INFORMATION**

<b>DATE:</b>	Apr 27, 2025	<b>COUNTY:</b>	Fayette	<b>ITEM #:</b>	7-3203
<b>PROJECT:</b>	W Loudon Right of Way Acquisition				
<b>DESC:</b>					

**SECTION 2: BUDGET INFORMATION**

FEE CONSIDERATIONS	PROPOSED MAN HOURS	NEGOTIATED MAN HOURS	AVERAGE RATE	ESTIMATED COST
Project Preparation	36		\$ 82.61	\$ 2,973.96
Minor Acquisitions	96		\$ 61.98	\$ 5,950.08
Complex Acquisitions	0			\$ -
Residential Relocations	0			\$ -
Com/Bus Relocations	0			\$ -
Miscellaneous Moves	0			\$ -
Project Management	38		\$ 86.12	\$ 3,272.56
				\$ -
				\$ -
				\$ -
<b>TOTAL PRODUCTION HOURS &amp; PAYROLL</b>	<b>170</b>			<b>\$ 12,196.60</b>

	<b>OVERHEAD ( 177.32 %)</b>	\$ 21,627.01
	<b>PROFIT ( 15.00 %)</b>	\$ 5,073.54
	<b>COST OF MONEY ( 3.54 %)</b>	\$ 431.76

DIRECT COSTS	AMOUNT
Mileage for Acquisitions and Relocations (29 trips @ 60.5 miles@\$0.57/mile)	\$ 761.00
Computer Time @ 20% (34 hrs @ \$15/hr)	\$ 510.00
<b>TOTAL DIRECT COSTS</b>	<b>\$ 1,271.00</b>

SUBCONSULTANTS	AMOUNT
Appraisal	\$ 8,000.00
Appraisal Review	\$ 1,200.00
Titles and Closings	\$ 7,800.00
Recording Fee	\$ 2,400.00
<b>TOTAL SUBCONSULTANTS</b>	<b>\$ 19,400.00</b>

	<b>TOTAL FEE</b>	<b>\$ 60,000</b>
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\*Rounded to the nearest dollar

**SECTION 3: SIGNATURE**

<b>FIRM NAME: Palmer Engineering</b>	<b>SIGNED BY: Stephen Sewell</b>	
	President	6/9/2025
_____ CONSULTANT SIGNATURE	_____ TITLE	_____ DATE
_____ PROFESSIONAL SERVICES SIGNATURE	_____ TITLE	_____ DATE

Right of Way Fee Per Parcel

Parcel	Travel Costs	Project Preparation	Project Management	Negotiations	Appraisals	Reviews	Title & Closing	Recording Fee	Relocation Assistance			TOTAL
									Residential	Bus/Com	Misc. Move/Sign	
1	\$200.00	\$950.00	\$2,500.00	\$2,000.00	\$ 4,000	\$ 600	\$ 1,300	\$ 400			\$ 4,000	\$15,950.00
2	\$150.00	\$950.00	\$2,500.00	\$2,000.00			\$ 1,300	\$ 400			-	\$7,300.00
3	\$150.00	\$950.00	\$2,500.00	\$2,000.00			\$ 1,300	\$ 400			-	\$7,300.00
4	\$150.00	\$950.00	\$2,500.00	\$2,000.00	4,000	600	\$ 1,300	\$ 400			-	\$11,900.00
5	\$150.00	\$950.00	\$2,500.00	\$2,000.00			\$ 1,300	\$ 400			-	\$7,300.00
6	\$200.00	\$950.00	\$2,500.00	\$2,000.00			\$ 1,300	\$ 400			\$ 2,900	\$10,250.00
												\$0.00
												\$0.00
												\$0.00
												\$0.00
												\$0.00
<b>TOTAL</b>	\$1,000.00	\$5,700.00	\$15,000.00	\$12,000.00	\$8,000.00	\$1,200.00	\$7,800.00	\$2,400.00	\$0.00	\$0.00	\$6,900.00	<b>\$60,000.00</b>



**KENTUCKY TRANSPORTATION CABINET**  
**Department of Highways**  
**DIVISION OF RIGHT-OF-WAY SERVICES**  
**RIGHT-OF-WAY PRODUCTION-HOUR WORKSHEET**

**SECTION 1: PROJECT INFORMATION**

<b>COUNTY:</b>	Fayette	<b>ROUTE:</b>	W Loudon Ave	<b>ITEM #:</b>	7-3203
<b>DESC:</b>	West Loudon Avenue Streetscape Project - ROW				

**SECTION 2: CONSULTANT INFORMATION**

<b>CONSULTANT:</b>	Palmer Engineering		
<b>PREPARED BY:</b>	Stephen Sewell, PE	<b>DATE:</b>	Apr 25, 2025

**SECTION 3: PRODUCTION HOURS**

No.	ITEM	Parcels/ Amount	Hours per Parcel/Unit	Total Hours
<b>PROJECT PREPARATION</b>				
1	Project Report Development/Revisions			0
2	Public Meeting/Right of Way Meeting			0
3	Acquisition Stage Relocation Report and Updates (Each)			0
4	Minor Acquisition Review - Value Range Preparation	6	6	36
5	Title and Closing Attorney Coordination			0
<b>MINOR ACQUISITION</b>				
6	Initial Offer Meeting	6	3	18
7	Follow-Up Meeting(s)/Contacts	6	4	24
8	Records of Contact	6	3	18
9	Parcel File Documentation	6	3	18
10	Payment Packet	6	1	6
11	Check Delivery	6	2	12
12	Pro-Rata Property Tax Reminder Letters/Payment Packet			0
13	Condemnation Packet			0
<b>COMPLEX ACQUISITION</b>				
14	Initial Offer Meeting			0
15	Follow-Up Meeting(s)/Contacts			0
16	Records of Contact			0
17	Parcel File Documentation			0
18	Payment Packet			0
19	Check Delivery			0
20	Pro-Rata Property Tax Reminder Letters/Payment Packet			0
21	Condemnation Packet			0
<b>RESIDENTIAL RELOCATION</b>				
22	Initial Worksheet and Meeting			0
23	Certified Inventory			0
24	Worksheet Update			0
25	RHP/RAP Computations			0
26	Relocation Offer Meeting			0
27	Advisory Services			0
28	Move Estimates/Bids			0
29	Move Verification/Monitoring			0
30	DS&S Inspections			0
31	Records of Contact			0
32	Parcel File Documentation			0
33	Payment Packet			0
34	Check Delivery			0



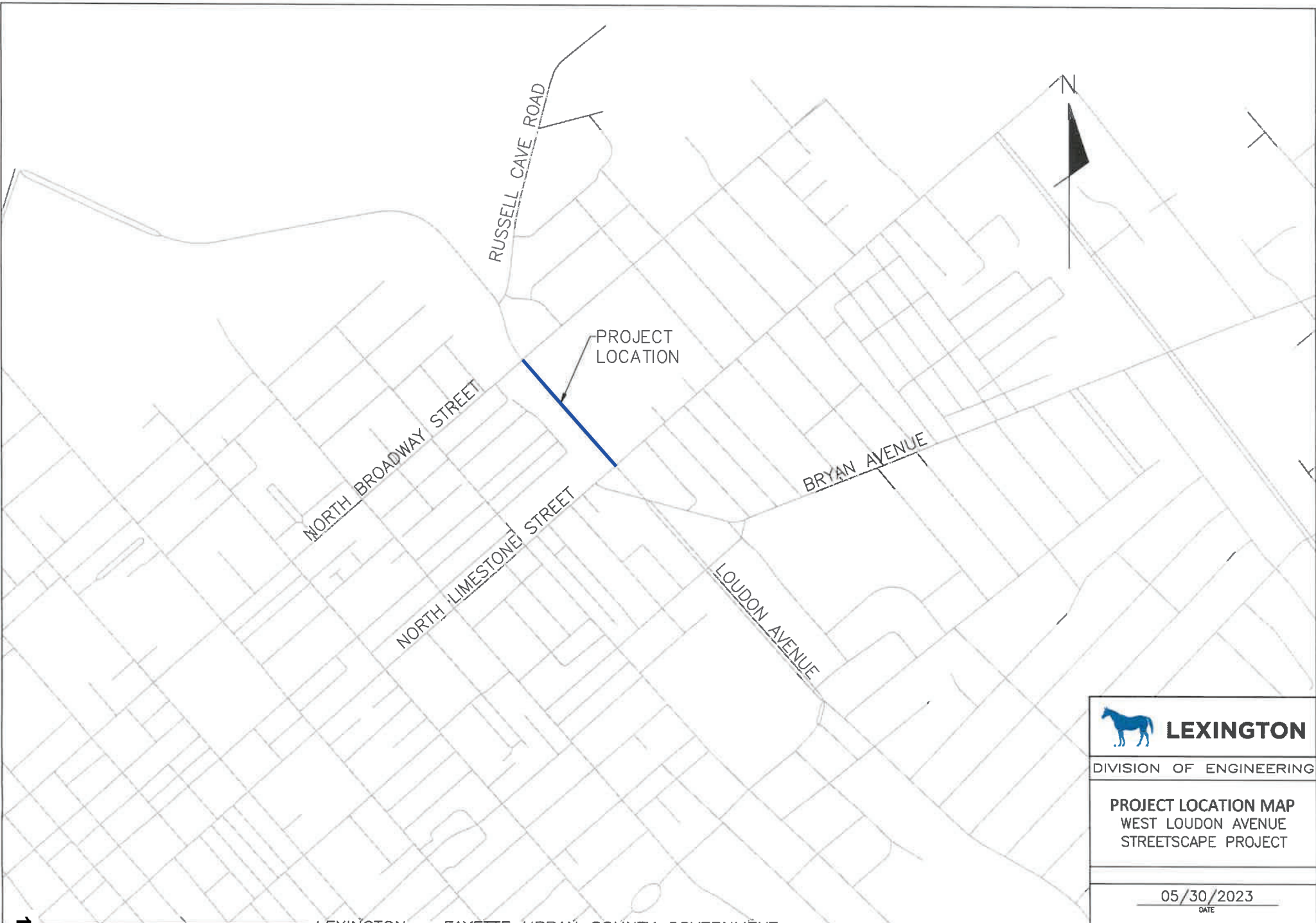
**KENTUCKY TRANSPORTATION CABINET**  
**Department of Highways**  
**DIVISION OF RIGHT-OF-WAY SERVICES**  
**RIGHT-OF-WAY PRODUCTION-HOUR WORKSHEET**

No.	ITEM	Parcels/ Amount	Hours per Parcel/Unit	Total Hours
<b>COMMERCIAL/BUSINESS RELOCATION</b>				
35	Initial Worksheet and Meeting			0
36	Certified Inventory			0
37	Move Estimates/Bids			0
38	Relocation Offer Meeting			0
39	Advisory Services			0
40	Move/Re-Establishment/In Lieu of Move			0
41	Records of Contact			0
42	Parcel File Documentation			0
43	Payment Packet			0
44	Check Delivery			0
<b>MISCELLANEOUS MOVE</b>				
45	Initial Worksheet and Meeting			0
46	Certified Inventory			0
47	Move Estimates/Bids			0
48	Relocation Offer Meeting			0
49	Advisory Services			0
50	Move Verification			0
51	Records of Contact			0
52	Parcel File Documentation			0
53	Payment Packet			0
54	Check Delivery			0
<b>OUTDOOR ADVERTISING RELOCATION</b>				
55	Initial Worksheet and Meeting			0
56	Certified Inventory			0
57	Move Estimates/Bids			0
58	Relocation Offer Meeting			0
59	Advisory Services			0
60	Move Verification			0
61	Records of Contact			0
62	Parcel File Documentation			0
63	Payment Packet			0
64	Check Delivery			0
<b>PROPERTY MANAGEMENT</b>				
65	Inspect Parcels-Possible HAZMAT, UST's or AST's			0
66	Prepare-Project Summary Improvements Form w/salvage values w/ KYTC Approval			0
67	Status Report of Improvements Updated as Needed			0
68	Coordinate with KYTC for environmental remediation and ACM Removal			0
69	Photographs and Inspection of Improvements			0
70	Parcel File Documentation			0
71	Coordinate Clearance from Right of Way			0
72	Project Security of Improvements			0
73	Coordinate Bid Preparation for Removal of Improvement through KYTC			0
74	Monitor Removal of Improvements			0
75	Project Close out for Improvement Removal			0



**RIGHT-OF-WAY PRODUCTION-HOUR WORKSHEET**

No.	ITEM	Parcels/ Amount	Hours per Parcel/Unit	Total Hours
<b>ROW PROJECT MANAGEMENT</b>				
76	Parcel Review - Acquisition Payment Packet	6	3	18
77	Parcel Review - Condemnation Packet			0
78	Parcel Review - Relocation Payment Packet			0
79	Parcel Review - Tax Reimbursement Payment Packet			0
80	Monthly Project Status Meetings and Preparation (Each)	3	2	6
81	District Coordination			0
82	Sub-Consultant Coordination - Appraisal (Each)	2	2	4
83	Sub-Consultant Coordination - Appraisal Review (Each)			0
84	Sub-Consultant Coordination - Acquisition (Each)			0
85	Sub-Consultant Coordination - Relocation (Each)			0
86	Invoicing (Each)	2	1	2
87	Project Close-Out	1	8	8
<b>RIGHT OF WAY TOTAL</b>				<b>170</b>



**LEXINGTON**

DIVISION OF ENGINEERING

**PROJECT LOCATION MAP**  
WEST LOUDON AVENUE  
STREETSCAPE PROJECT

05/30/2023

DATE

RESOLUTION NO. \_\_\_\_\_ - 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CONTRACT MODIFICATION NO. 1 TO THE ENGINEERING SERVICES AGREEMENT WITH PALMER ENGINEERING, INC., FOR ADDITIONAL ENGINEERING SERVICES RELATED TO THE WEST LOUDON AVENUE STREETScape PROJECT, FOR THE DIVISION OF ENGINEERING, INCREASING THE CONTRACT BY THE SUM OF \$60,000.00, FROM \$96,600.00 TO \$156,600.00.

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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 Contract Modification No. 1, which is attached hereto and incorporated herein by reference, to the Engineering Services Agreement with Palmer Engineering, Inc., for additional engineering services related to the West Loudon Avenue Streetscape Project, for the Division of Engineering, increasing the contract price by the sum of \$60,000.00, from \$96,600.00 to \$156,600.00.

Section 2 – That an amount, not to exceed the sum of \$60,000.00, be and hereby is approved for payment to Palmer Engineering, Inc., from account # 3160-303202-3225-91714, pursuant to the terms of the Change Order and contingent upon passage of a 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

0618-25:EPT\_4926-4164-0016, v. 1

RESOLUTION NO. 330 - 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CONTRACT MODIFICATION NO. 1 TO THE ENGINEERING SERVICES AGREEMENT WITH PALMER ENGINEERING, INC., FOR ADDITIONAL ENGINEERING SERVICES RELATED TO THE WEST LOUDON AVENUE STREETScape PROJECT, FOR THE DIVISION OF ENGINEERING, INCREASING THE CONTRACT BY THE SUM OF \$60,000.00, FROM \$96,600.00 TO \$156,600.00.

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 Contract Modification No. 1, which is attached hereto and incorporated herein by reference, to the Engineering Services Agreement with Palmer Engineering, Inc., for additional engineering services related to the West Loudon Avenue Streetscape Project, for the Division of Engineering, increasing the contract price by the sum of \$60,000.00, from \$96,600.00 to \$156,600.00.

Section 2 – That an amount, not to exceed the sum of \$60,000.00, be and hereby is approved for payment to Palmer Engineering, Inc., from account # 3160-303202-3225-91714, pursuant to the terms of the Change Order and contingent upon passage of a budget amendment.

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

PASSED URBAN COUNTY COUNCIL: July 1, 2025

*Linda Gorton*

\_\_\_\_\_  
MAYOR

ATTEST:

*[Signature]*

\_\_\_\_\_  
CLERK OF URBAN COUNTY COUNCIL

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
CONTRACT MODIFICATION**

4/7/2025

Project: West Loudon Avenue Streetscape

Location: W Loudon Ave from N Broadway to N Limestone

Contract No: 525-2016 Contract Modification No: 1

To (Contractor): Palmer Engineering, Inc.  
1040 Monarch Street, Suite 210  
Lexington, KY 40513

You are hereby requested to comply with the following changes from the contract plans and specifications;

Item No.	ADD / DEL	Description of changes	Units	Quantity	Unit Price	Decrease in contract price	Increase in contract price
1	ADD	Right of Way Acquisition Services with Appraisal (see Exhibit A)				\$ -	\$ 60,000.00
						\$ -	\$ -
						\$ -	\$ -
						\$ -	\$ -
						\$ -	\$ -
						\$ -	\$ -
						\$ -	\$ -
						\$ -	\$ -

Total decrease

Total increase

Net (increase/decrease) in contract price

Current Contract Amount = \$96,600.00

New Contract Amount = \$156,600.00

Recommended by *Ryan Foster* (Proj. Engr.) Date *6/6/2025*  
 Accepted by *[Signature]* (Contractor) Date *6-5-25*  
 Approved by *[Signature]* (Director - Engineering) Date *6/9/25*  
 Approved by *[Signature] for Nancy Albright* (Commissioner - EQPW) Date *6/11/25*  
 Approved by *[Signature] (Prida) (Gorton)* (Mayor or CAO) Date *7/2/25*

**JUSTIFICATION FOR CHANGE**

PROJECT: West Loudon Avenue Streetscape

CONTRACT NO. 525-2016

CONTRACT MODIFICATION NO.: 1

1. Necessity for change: ROW services were initially planned to be performed by LFUCG Engineering staff. Instead, the design consultant is needed to perform ROW services to acquire temporary easements for construction.
2. Is proposed change an alternate bid? \_\_\_Yes \_\_\_x\_\_\_No
3. Will proposed change alter the physical size of the project? \_\_\_Yes \_\_\_x\_\_\_No  
If "Yes", explain.
4. Effect of this change on other prime contractors: N/A
5. Has consent of surety been obtained? \_\_\_Yes \_\_\_x\_\_\_Not Necessary
6. Will this change affect expiration or extent of insurance coverage? \_\_\_Yes \_\_\_x\_\_\_No  
If "Yes", will the policies be extended? \_\_\_Yes \_\_\_No
7. Effect on operation and maintenance costs: N/A
8. Effect on contract completion date: N/A

*Linda Gorton**Linda Gorton*  
Mayor7/2/2025  
Date

**CONTRACT HISTORY FORM**

Project Name: West Loudon Avenue Streetscape

Contractor: Palmer Engineering, Inc.




Contract Number and Date: 525-2016 09/15/16

Responsible LFUCG Division: Engineering

**CONTRACT AND MODIFICATION DETAILS**

A. Original Contract Amount:	\$	<u>96,600.00</u>	
Next Lowest Bid Amount:			
B. Amount of Selected Alternate or Phase:	\$	<u>                    </u>	
C. Cumulative Amount of All Previous Alternates or Phases:	\$	<u>96,600.00</u>	
D. Amended Contract Amount:	\$	<u>96,600.00</u>	
E. Cumulative Amount of All Previous Change Orders:	\$	<u>0.00</u>	<u>0.0%</u> <small>(Line E / Line D)</small>
F. Amount of This Change Order:	\$	<u>60,000.00</u>	<u>62.1%</u> <small>(Line F / Line D)</small>
G. Total Contract Amount:	\$	<u>156,600.00</u>	

**SIGNATURES**

Project Manager:	<u></u>	Date: <u>6/9/25</u>
Reviewed by:	<u></u>	Date: <u>06/09/25</u>
Division Director:	<u></u>	Date: <u>6/9/25</u>

## Exhibit A

### Extra Work – Right of Way Acquisition West Loudon Avenue Streetscape

This Extra Work Scope of Services provides a minimum set of guidelines, tasks, and activities for professional engineering and registered land surveying services to be performed by Consultant as part of the design of the West Loudon Avenue Streetscape Project. The Extra Work Scope of Services includes Right of Way (ROW) Acquisition and modifies the original Engineering Services Contract dated September 15, 2016.

Consultant shall be pre-qualified by KYTC for Right of Way Services, at a minimum to perform Acquisition services.

#### **Background**

Through the design process of the West Loudon Avenue Streetscape Project, six (6) Temporary Construction Easements (TCE) were developed to allow construction of the project. Professional engineering services by the Consultant are needed to acquire the necessary TCE's, and these services are outlined in this Contract Modification.

#### **Scope of Services**

##### **1. Easement and Right of Way Acquisition**

- 1.1. *Consultant shall prepare metes and bounds descriptions of six (6) temporary construction easements. Easement descriptions shall be prepared to meet the requirements of the Lexington-Fayette Urban County Government Division of Engineering. (existing Engineering Service Agreement scope)*
- 1.2. *Consultant shall prepare all paperwork necessary for easement acquisition and right of way encroachment and/or taking. (existing Engineering Service Agreement scope)*
- 1.3. Consultant, or an agent thereof, will conduct negotiations with property owners for acquisitions of easements and right of way. The Minor Acquisition Review process shall be used to determine the amount of compensation to be offered to for each non-complex easement.
- 1.4. Consultant shall perform appraisals, review appraisals, and perform easement recordings as necessary for easement acquisition. All fees associated with these tasks shall be paid by Consultant. Appraisals and appraisal reviews may be subcontracted to a KYTC prequalified appraiser, subject to acceptance by LFUCG.



- 1.5. Consultant shall maintain documentation consisting of a comprehensive file for each parcel updated as new information is obtained, including a record of contacts in accordance with the KYTC Right of Way Guidance Manual.
- 1.6. Consultant shall enter, track and update all necessary information in the KYTC KROWDS on-line database.

### **Payments to Consultant**

#### **1. Methods of Payment for Services of Consultant**

- 1.1. Owner shall pay Consultant for Extra Work a fee not exceeding **Thirteen thousand four hundred dollars (\$13,400)** per parcel for complex temporary easements requiring appraisals.
- 1.2. Owner shall pay Consultant for Extra Work a fee not exceeding **Eight thousand three hundred dollars (\$8,300)** per parcel for temporary easements not requiring appraisals.
- 1.3. The total compensation for all services rendered shall not exceed **Sixty thousand dollars (\$60,000)**.
- 1.4. In addition to monthly statements for Extra Work rendered as defined in the Engineering Services Agreement, the statements shall include a detailed description of services and activities performed for each parcel.
- 1.5. The amount of time to acquire temporary easements can vary substantially depending on the response of the property owners. The monthly statements shall also provide a breakdown of consulting time/cost spent on each property.

### **Additional Requirements**

#### **1. Schedule and Completion**

- 1.1. TCE offers and the negotiation process shall begin within 30 days of the Notice to Proceed.

#### **2. Deliverables**

- 2.1 Easement plats, descriptions, and related paperwork for ROW taking and/or encroachment, including a comprehensive file for each parcel.

 <p style="margin: 0;"><b>KENTUCKY TRANSPORTATION CABINET</b>                  Department of Highways                  DIVISION OF PROFESSIONAL SERVICES  <b>ENGINEERING AND RELATED SERVICES FEE PROPOSAL</b></p>	TC 40-2 Rev. 12/2017 Page 1 of 1
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<b>SECTION 1: PROJECT INFORMATION</b>					
DATE:	Apr 27, 2025	COUNTY:	Fayette	ITEM #:	7-3203
PROJECT:	W Loudon Right of Way Acquisition				
DESC:					

<b>SECTION 2: BUDGET INFORMATION</b>				
FEE CONSIDERATIONS	PROPOSED MAN HOURS	NEGOTIATED MAN HOURS	AVERAGE RATE	ESTIMATED COST
Project Preparation	36		\$ 82.61	\$ 2,973.96
Minor Acquisitions	96		\$ 61.98	\$ 5,950.08
Complex Acquisitions	0			\$ -
Residential Relocations	0			\$ -
Com/Bus Relocations	0			\$ -
Miscellaneous Moves	0			\$ -
Project Management	38		\$ 86.12	\$ 3,272.56
				\$ -
				\$ -
				\$ -
				\$ -
<b>TOTAL PRODUCTION HOURS &amp; PAYROLL</b>	<b>170</b>			<b>\$ 12,196.60</b>

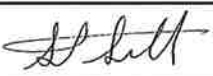
<b>OVERHEAD ( 177.32 %)</b>	\$ 21,627.01
<b>PROFIT ( 15.00 %)</b>	\$ 5,073.54
<b>COST OF MONEY ( 3.54 %)</b>	\$ 431.76

DIRECT COSTS	AMOUNT
Mileage for Acquisitions and Relocations (29 trips @ 60.5 miles@\$0.57/mile)	\$ 761.00
Computer Time @ 20% (34 hrs @ \$15/hr)	\$ 510.00
<b>TOTAL DIRECT COSTS</b>	<b>\$ 1,271.00</b>

SUBCONSULTANTS	AMOUNT
Appraisal	\$ 8,000.00
Appraisal Review	\$ 1,200.00
Titles and Closings	\$ 7,800.00
Recording Fee	\$ 2,400.00
<b>TOTAL SUBCONSULTANTS</b>	<b>\$ 19,400.00</b>

<b>TOTAL FEE</b>	<b>\$ 60,000</b>
------------------	------------------

\*Rounded to the nearest dollar

<b>SECTION 3: SIGNATURE</b>		
<b>FIRM NAME: Palmer Engineering</b>	<b>SIGNED BY: Stephen Sewell</b>	
	President	6/9/2025
CONSULTANT SIGNATURE	TITLE	DATE
PROFESSIONAL SERVICES SIGNATURE	TITLE	DATE

Right of Way Fee Per Parcel

Parcel	Travel Costs	Project Preparation	Project Management	Negotiations	Appraisals	Reviews	Title & Closing	Recording Fee	Relocation Assistance			TOTAL
									Residential	Bus/Com	Misc. Move/Sign	
1	\$200.00	\$950.00	\$2,500.00	\$2,000.00	4,000	600	\$ 1,300	\$ 400			\$ 4,000	\$15,950.00
2	\$150.00	\$950.00	\$2,500.00	\$2,000.00			\$ 1,300	\$ 400			-	\$7,300.00
3	\$150.00	\$950.00	\$2,500.00	\$2,000.00			\$ 1,300	\$ 400			-	\$7,300.00
4	\$150.00	\$950.00	\$2,500.00	\$2,000.00	4,000	600	\$ 1,300	\$ 400			-	\$11,900.00
5	\$150.00	\$950.00	\$2,500.00	\$2,000.00			\$ 1,300	\$ 400			-	\$7,300.00
6	\$200.00	\$950.00	\$2,500.00	\$2,000.00			\$ 1,300	\$ 400			\$ 2,900	\$10,250.00
												\$0.00
												\$0.00
												\$0.00
												\$0.00
												\$0.00
<b>TOTAL</b>	\$1,000.00	\$5,700.00	\$15,000.00	\$12,000.00	\$8,000.00	\$1,200.00	\$7,800.00	\$2,400.00	\$0.00	\$0.00	\$6,900.00	\$60,000.00



**KENTUCKY TRANSPORTATION CABINET**  
 Department of Highways  
 DIVISION OF RIGHT-OF-WAY SERVICES  
**RIGHT-OF-WAY PRODUCTION-HOUR WORKSHEET**

**SECTION 1: PROJECT INFORMATION**

<b>COUNTY:</b>	Fayette	<b>ROUTE:</b>	W Loudon Ave	<b>ITEM #:</b>	7-3203
<b>DESC:</b>	West Loudon Avenue Streetscape Project - ROW				

**SECTION 2: CONSULTANT INFORMATION**

<b>CONSULTANT:</b>	Palmer Engineering		
<b>PREPARED BY:</b>	Stephen Sewell, PE	<b>DATE:</b>	Apr 25, 2025

**SECTION 3: PRODUCTION HOURS**

No.	ITEM	Parcels/ Amount	Hours per Parcel/Unit	Total Hours
<b>PROJECT PREPARATION</b>				
1	Project Report Development/Revisions			0
2	Public Meeting/Right of Way Meeting			0
3	Acquisition Stage Relocation Report and Updates (Each)			0
4	Minor Acquisition Review - Value Range Preparation	6	6	36
5	Title and Closing Attorney Coordination			0
<b>MINOR ACQUISITION</b>				
6	Initial Offer Meeting	6	3	18
7	Follow-Up Meeting(s)/Contacts	6	4	24
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10	Payment Packet	6	1	6
11	Check Delivery	6	2	12
12	Pro-Rata Property Tax Reminder Letters/Payment Packet			0
13	Condemnation Packet			0
<b>COMPLEX ACQUISITION</b>				
14	Initial Offer Meeting			0
15	Follow-Up Meeting(s)/Contacts			0
16	Records of Contact			0
17	Parcel File Documentation			0
18	Payment Packet			0
19	Check Delivery			0
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21	Condemnation Packet			0
<b>RESIDENTIAL RELOCATION</b>				
22	Initial Worksheet and Meeting			0
23	Certified Inventory			0
24	Worksheet Update			0
25	RHP/RAP Computations			0
26	Relocation Offer Meeting			0
27	Advisory Services			0
28	Move Estimates/Bids			0
29	Move Verification/Monitoring			0
30	DS&S Inspections			0
31	Records of Contact			0
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33	Payment Packet			0
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KENTUCKY TRANSPORTATION CABINET  
Department of Highways  
DIVISION OF RIGHT-OF-WAY SERVICES

**RIGHT-OF-WAY PRODUCTION-HOUR WORKSHEET**

No.	ITEM	Parcels/ Amount	Hours per Parcel/Unit	Total Hours
<b>COMMERCIAL/BUSINESS RELOCATION</b>				
35	Initial Worksheet and Meeting			0
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37	Move Estimates/Bids			0
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40	Move/Re-Establishment/In Lieu of Move			0
41	Records of Contact			0
42	Parcel File Documentation			0
43	Payment Packet			0
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<b>MISCELLANEOUS MOVE</b>				
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58	Relocation Offer Meeting			0
59	Advisory Services			0
60	Move Verification			0
61	Records of Contact			0
62	Parcel File Documentation			0
63	Payment Packet			0
64	Check Delivery			0
<b>PROPERTY MANAGEMENT</b>				
65	Inspect Parcels-Possible HAZMAT, UST's or AST's			0
66	Prepare-Project Summary Improvements Form w/salvage values w/ KYTC Approval			0
67	Status Report of Improvements Updated as Needed			0
68	Coordinate with KYTC for environmental remediation and ACM Removal			0
69	Photographs and Inspection of Improvements			0
70	Parcel File Documentation			0
71	Coordinate Clearance from Right of Way			0
72	Project Security of Improvements			0
73	Coordinate Bid Preparation for Removal of Improvement through KYTC			0
74	Monitor Removal of Improvements			0
75	Project Close out for Improvement Removal			0



**RIGHT-OF-WAY PRODUCTION-HOUR WORKSHEET**

No.	ITEM	Parcels/ Amount	Hours per Parcel/Unit	Total Hours
<b>ROW PROJECT MANAGEMENT</b>				
76	Parcel Review - Acquisition Payment Packet	6	3	18
77	Parcel Review - Condemnation Packet			0
78	Parcel Review - Relocation Payment Packet			0
79	Parcel Review - Tax Reimbursement Payment Packet			0
80	Monthly Project Status Meetings and Preparation (Each)	3	2	6
81	District Coordination			0
82	Sub-Consultant Coordination - Appraisal (Each)	2	2	4
83	Sub-Consultant Coordination - Appraisal Review (Each)			0
84	Sub-Consultant Coordination - Acquisition (Each)			0
85	Sub-Consultant Coordination - Relocation (Each)			0
86	Invoicing (Each)	2	1	2
87	Project Close-Out	1	8	8
<b>RIGHT OF WAY TOTAL</b>				<b>170</b>



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0619-25**

**File ID:** 0619-25

**Type:** Resolution

**Status:** Approved

**Version:** 2

**Contract #:** 240-2025

**In Control:** Urban County Council

**File Created:** 06/13/2025

**File Name:** Request Council authorization to submit an application and accept an award, if offered, to the Kentucky Justice and Public Safety Cabinet requesting federal funds of \$100,000 under the Victim Assistance Formula Grant funded by the Victims of Crime Act (VO

**Final Action:** 07/01/2025

**Title:** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute and submit a Grant Application to the Ky. Justice and Public Safety Cabinet and to provide any additional information requested in connection with this Grant Application, and to accept this Grant if the application is approved, which Grant funds are in the amount of \$100,000 in Federal funds under the Victim Assistance Formula Grant funded by the Victims of Crime Act (VOCA), the acceptance of which obligates the Urban County Government to an expenditure of \$57,644 as a local match, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Dept. of Social Services, Theakston]

**Notes:** CILOO SAF in the CCO. Returned to Celia Moore 9/2/2025. MS

**Sponsors:**

**Enactment Date:** 07/01/2025

**Attachments:** 25 - Blue Sheet Memo VOCA SS, FY2026 Budget Amendment - VOCA\_SS\_2026, RESO 0619-25 4907-8921-1471 v.1.docx, R-331-2025, Contract #240-2025

**Enactment Number:** R-331-2025

**Deed #:**

**Hearing Date:**

**Drafter:** Ersula Killens

**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	06/24/2025	Approved and Referred to Docket	Urban County Council	06/26/2025		Pass
2	Urban County Council	06/26/2025	Received First Reading	Urban County Council	07/01/2025		
2	Urban County Council	07/01/2025	Approved				Pass

**Text of Legislative File 0619-25**

**Title**

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute and submit a Grant Application to the Ky. Justice and Public Safety Cabinet and to provide any additional information requested in connection with this Grant Application, and to accept this Grant if the application is approved, which Grant funds are in the amount of \$100,000 in Federal funds under the Victim Assistance Formula Grant funded by the Victims of Crime Act (VOCA), the acceptance of which obligates the Urban County Government to an expenditure of \$57,644 as a local match, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Dept. of Social Services, Theakston]

**Summary**

Authorization to apply and accept an award, if offered, to the Kentucky Justice and Public Safety Cabinet requesting Federal funds of \$100,000 under the Victim Assistance Formula Grant funded by the Victims of Crime Act for the implementation of the Underserved Victims Advocacy Program in the Department of Social Services. The acceptance obligates local match of \$57,644. (L0619-25)(Theakston/Allen-Bryant)

Budgetary Implications: Yes

Advance Document Review:

**Law:** N/A

**Risk Management:** N/A

Fully Budgeted: FY26 Budget amendment is in process.

Account Number: 3140-606106-6011-XXXXX

This Fiscal Year Impact: \$ 157,644

Annual Impact: \$0

Project: VOCA\_SS\_2026

Activity: FED\_GRANT

Budget Reference: 2026

Current Balance: BA in process





**TO: LINDA GORTON, MAYOR  
URBAN COUNTY COUNCIL**

**FROM: THERESA REYNOLDS, DIRECTOR  
DIVISION OF GRANTS AND SPECIAL PROGRAMS**

**DATE: JUNE 13, 2025**

**SUBJECT: Victims of Crime Act Grant for the Department of Social Services**

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**Request:** Council authorization to submit an application and accept an award, if offered, to the Kentucky Justice and Public Safety Cabinet requesting federal funds of \$100,000 under the Victim Assistance Formula Grant funded by the Victims of Crime Act (VOCA). The acceptance obligates local match of \$57,644.

**Purpose of Request:** The Department of Social Services has prepared a grant application for submission to the Kentucky Justice and Public Safety Cabinet requesting federal funding of \$100,000 for the implementation of the Underserved Victims Advocacy Program in the Department of Social Services. Funds will be used to support salary and fringe benefits for one position and to support the costs of operating the program.

**What is the cost in this budget year and future budget years?** Cost in FY 2026 is \$157,644. A federal request of \$100,000 with match of \$57,644. Match was requested in FY 2026 budget. Funding in future budget years is dependent upon availability of grant funding.

**Are the funds budgeted?** FY26 Budget amendment is in process.

**File Number:** 0619-25

**Director/Commissioner:** Theakston/Allen-Bryant



Type	Date	Business Unit	Ledger	Account	Dept ID	Fund	Section	Site	Project	Activity	Budget Reference	PCBU	BUDGET PERIOD	Amount	Descr
LFUCG			DETAIL_ACT	63121	606106	3140	6011		VOCA_SS_2026	FED_GRANT			2026	49,686	UNCLASSIFIED CIVIL SERVICE SALARIES
LFUCG			DETAIL_ACT	63511	606106	3140	6011		VOCA_SS_2026	FED_GRANT			2026	9,252	PENSION CONTRIBUTION
LFUCG			DETAIL_ACT	63615	606106	3140	6011		VOCA_SS_2026	FED_GRANT			2026	4,968	LIFE/HEALTH/DENTAL/VISION
LFUCG			DETAIL_ACT	63621	606106	3140	6011		VOCA_SS_2026	FED_GRANT			2026	3,389	FICA
LFUCG			DETAIL_ACT	63622	606106	3140	6011		VOCA_SS_2026	FED_GRANT			2026	24	UNEMPLOYMENT INSURANCE
LFUCG			DETAIL_ACT	63624	606106	3140	6011		VOCA_SS_2026	FED_GRANT			2026	792	MEDICARE
LFUCG			DETAIL_ACT	63625	606106	3140	6011		VOCA_SS_2026	FED_GRANT			2026	50	VOLUNTARY BENEFITS
LFUCG			DETAIL_ACT	71299	606106	3140	6011		VOCA_SS_2026	FED_GRANT			2026	5,920	PROF SVC-OTHER
LFUCG			DETAIL_ACT	74201	606106	3140	6011		VOCA_SS_2026	FED_GRANT			2026	889	CONFERENCE AND OTHER TRAINING
LFUCG			DETAIL_ACT	74201	606106	3140	6011		VOCA_SS_2026	FED_GRANT			2026	5,674	BUSINESS TRAVEL
LFUCG			DETAIL_ACT	78112	606106	3140	6011		VOCA_SS_2026	FED_GRANT			2026	77,000	ASSISTANCE-OTHER
LFUCG			REVEST	44010	606106	3140	6011		VOCA_SS_2026	FED_GRANT			2026	-100,000	INTERGOVERNMENTAL - FEDERAL
LFUCG			REVEST	45911	606106	3140	6011		VOCA_SS_2026	FED_GRANT			2026	-57,644	TRANSFER FROM GENERAL SERVICE

RESOLUTION NO. \_\_\_\_\_ - 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AND SUBMIT A GRANT APPLICATION TO THE KENTUCKY JUSTICE AND PUBLIC SAFETY CABINET AND TO PROVIDE ANY ADDITIONAL INFORMATION REQUESTED IN CONNECTION WITH THIS GRANT APPLICATION, AND TO ACCEPT THIS GRANT IF THE APPLICATION IS APPROVED, WHICH GRANT FUNDS ARE IN THE AMOUNT OF \$100,000.00 IN FEDERAL FUNDS UNDER THE VICTIM ASSISTANCE FORMULA GRANT FUNDED BY THE VICTIMS OF CRIME ACT (VOCA), THE ACCEPTANCE OF WHICH OBLIGATES THE URBAN COUNTY GOVERNMENT TO AN EXPENDITURE OF \$57,644.00 AS A LOCAL MATCH, AND AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET.

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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 and submit the Grant Application, which is attached hereto and incorporated herein by reference, to the Kentucky Justice and Public Safety Cabinet and to provide any additional information requested in connection with this Grant Application, which Grant funds are in the amount of \$100,000.00 in Federal funds under the Victim Assistance Formula grant funded by the Victims of Crime Act (VOCA), for the implementation of the Underserved Victims Advocacy Program in the Department of Social Services, the acceptance of which obligates the Urban County Government to the expenditure of \$57,644.00 as a local match.

Section 2 - That subject to the provisions of Section 7-48 of the Lexington-Fayette Urban County Government Code of Ordinances, the Mayor is hereby authorized, in her discretion as Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or capital account appropriation within the Grant budget previously established for this Grant.

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

PASSED URBAN COUNTY COUNCIL:

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MAYOR

ATTEST:

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CLERK OF URBAN COUNTY COUNCIL

0619-25:WDR:4907-8921-1471, v. 1

RESOLUTION NO. 331 - 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AND SUBMIT A GRANT APPLICATION TO THE KENTUCKY JUSTICE AND PUBLIC SAFETY CABINET AND TO PROVIDE ANY ADDITIONAL INFORMATION REQUESTED IN CONNECTION WITH THIS GRANT APPLICATION, AND TO ACCEPT THIS GRANT IF THE APPLICATION IS APPROVED, WHICH GRANT FUNDS ARE IN THE AMOUNT OF \$100,000.00 IN FEDERAL FUNDS UNDER THE VICTIM ASSISTANCE FORMULA GRANT FUNDED BY THE VICTIMS OF CRIME ACT (VOCA), THE ACCEPTANCE OF WHICH OBLIGATES THE URBAN COUNTY GOVERNMENT TO AN EXPENDITURE OF \$57,644.00 AS A LOCAL MATCH, AND AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET.

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 and submit the Grant Application, which is attached hereto and incorporated herein by reference, to the Kentucky Justice and Public Safety Cabinet and to provide any additional information requested in connection with this Grant Application, which Grant funds are in the amount of \$100,000.00 in Federal funds under the Victim Assistance Formula grant funded by the Victims of Crime Act (VOCA), for the implementation of the Underserved Victims Advocacy Program in the Department of Social Services, the acceptance of which obligates the Urban County Government to the expenditure of \$57,644.00 as a local match.

Section 2 - That subject to the provisions of Section 7-48 of the Lexington-Fayette Urban County Government Code of Ordinances, the Mayor is hereby authorized, in her discretion as Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or capital account appropriation within the Grant budget previously established for this Grant.

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

PASSED URBAN COUNTY COUNCIL: July 1, 2025

*Linda Gorton*

MAYOR

ATTEST:

*[Signature]*

CLERK OF URBAN COUNTY COUNCIL



# Commonwealth of Kentucky

## CONTRACT

**Document Number:** PON2 500 2600000195 **Version:** 1

Record Date:

**Document Description:** VOCA-2025-Lexington-00077

**Cited Authority:** FAP111-44-00  
Memorandum of Agreement

Reason for Modification:

### Issuer Contact:

**Name:** Felicia Biggerstaff  
**Phone:** 502-564-8239  
**E-mail:** Felicia.Biggerstaff@ky.gov

<b>Vendor Name:</b>	<b>Vendor No.</b>	KY0033801
LEXINGTON FAYETTE URBAN CO GOVERNMENT	<b>Vendor Contact</b>	
	<b>Name:</b>	Chad Hancock
200 EAST MAIN STREET	<b>Phone:</b>	8592583313
LEXINGTON KY 40507	<b>E-mail:</b>	chancock@lexingtonky.gov

### Shipping Information:

### Billing Information:

Justice Administration  
125 Holmes St  
State Office Building Annex, 2nd Floor  
Frankfort KY 40601

**Effective From:** 10/01/2025

**Effective To:** 06/30/2026

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		Victims of Crime Act	\$0.000000	\$26,646.00	\$26,646.00

### Extended Description:

Provide one or more crime victim services and/or support activities, as defined by 28 C.F.R. 94.119 and 94.120.

<b>TOTAL CONTRACT AMOUNT</b>	<b>\$26,646.00</b>
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**Memorandum of Agreement**  
Revised August 2025

This Memorandum of Agreement ("Contract") is entered into, by and between the Commonwealth of Kentucky, Justice and Public Safety Cabinet, Grants Management Division ("the Commonwealth") and LEXINGTON FAYETTE URBAN CO GOVERNMENT ("the Contractor") to establish an agreement for the provision of grant funds to provide direct assistance to victims of crime. This Contract is effective from October 1, 2025, through June 30, 2026.

**Definitions:**

For the purposes of this Contract, the definitions listed in this section shall represent the common and exclusive understanding of the parties hereto. The singular and plural form, as well as the small or upper case, of any defined term can be used interchangeably regardless of whether the definition refers to the singular or plural term, or uses the small or upper case, and pronouns shall be deemed to include all genders.

1. "Contract" shall mean this subaward provided by the Commonwealth of Kentucky, Justice and Public Safety Cabinet to a subrecipient for the subrecipient to carry out part of a Federal award received by the Justice and Public Safety Cabinet, which is acting as a pass-through entity. Per the United States Department of Justice (DOJ) Grants Financial Guide, a subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.
2. "Contractor" shall mean the designated agency that has received this Contract subject to oversight by the Commonwealth of Kentucky, Justice and Public Safety Cabinet.
  - a. Contractor shall include but not be limited to any employee, subcontractor, vendor, designee, recipient of any subaward from Contractor or any other individual or entity acting on behalf of the Contractor providing services pursuant to this Contract.
3. "Grants Director" shall mean the Director of the Grants Management Division, Justice and Public Safety Cabinet, or a written designee.
4. "Grants Management Division" and "GMD" shall mean the Grants Management Division, Justice and Public Safety Cabinet.
5. "Intelligrants", "IG" and "IGX" shall mean the Grants Management Division enterprise information technology system of record for grants management.
6. "State Administering Agency" shall mean the Commonwealth of Kentucky, Justice and Public Safety Cabinet, the recipient of federal funding from DOJ.
7. "Technical Assistance" shall mean the sharing of information and expertise, instruction, skills training, and transmission of working knowledge, including, but not limited to:
  - a. Program technical assistance related to the methods of carrying out the program.
  - b. Financial technical assistance related to the methods used to manage the federal funds received by the sub-recipient.
8. "VOCA" shall mean the Victims of Crime Act and its corresponding implementing regulations.

**Background Information:**

These terms and conditions are for Contracts funded under Victims of Crime Act (VOCA) Assistance federal awards received by the Commonwealth of Kentucky from the United States Department of Justice (DOJ) Office for Victims of Crime (OVC). VOCA Awards are intended to provide funds to enhance crime victim services in Kentucky. The Commonwealth of Kentucky, Justice and Public Safety Cabinet awarding official for this Contract is the Justice and Public Safety Cabinet Secretary, who can be contacted at 125 Holmes St, Frankfort KY 40601.

**Scope of Work:**

The primary objective of the project is to provide direct assistance to victims of crime. That assistance is achieved through a variety of methods, including local government and private nonprofit organizations enhancing or expanding their direct services to victims of crime, encouraging states to improve assistance to crime victims and promoting the development of comprehensive services to all victims of crime.

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**The Commonwealth shall:**

1. Provide Intelligrants 10.0 (IGX) site administration and user accounts with appropriate access for the Contractor.
2. Have sole discretion to determine whether the Contractor’s expenditures referenced in this Contract are reasonable and in keeping with the purposes set out in the Contract.
3. Have sole discretion to determine the manner in which the Contractor makes the Commonwealth whole, which may include refunding any funds disbursed to it pursuant to this Contract, in the event it is determined by the Commonwealth that the Contractor used the funds for an unallowable cost, unreasonably, or not in compliance with the scope of work and requirements set out in this Contract, including but not limited to the Contractor’s application and any state or federal guidance, regulation, or statute referenced herein.
4. Develop and implement a risk-based monitoring plan to evaluate Contractor in accordance with the requirements of 28 C.F.R. § 94 and 2 C.F.R. § 200.332.
5. Evaluate Contractor’s risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the contract for purposes of determining the appropriate subrecipient monitoring schedule as described in 2 C.F.R. § 200.332 (d) and (e).
6. Conduct regular desk monitoring and on-site monitoring of Contractor in accordance with the risk-based monitoring schedule approved by the Office for Victims of Crime (OVC) or in response to an emergent issue.
7. Monitor the activities of the Contractor as necessary to ensure that the funds related to the Contract are used for authorized purposes, in compliance with statutes, regulations, and the terms and conditions of the Contract, and that Contract performance goals are achieved.
8. Maintain a copy of site visit results and other documents related to Contractor compliance.
9. Provide, upon request, technical assistance with Contract administration, reporting requirements, and navigation of IGX.
10. Complete all federal reporting required as the recipient of VOCA funds.
11. Reimburse the Contractor in accordance with the pricing section within this Contract.

**The Contractor shall:**

1. Carry out the project detailed in the Contractor’s approved application in IGX, VOCA-2025-Lexington-00077, using funds only for the purposes outlined therein and in this Contract and in accordance with all Contract Terms and Conditions, including all requirements and materials incorporated by reference therein.
2. Provide one or more crime victim services and/or support activities related to the Scope of Work, to include but not limited to the following, as defined by 28 C.F.R. § 94.119 and 94.120:
  - a. Immediate emotional, psychological, and physical health and safety;
  - b. Personal advocacy and emotional support;
  - c. Mental health counseling and care;
  - d. Peer support;
  - e. Facilitation of participation in criminal justice and other public proceedings arising from the crime;
  - f. Legal assistance;
  - g. Forensic medical evidence collection examinations;
  - h. Forensic interviews;
  - i. Transportation;
  - j. Public awareness;
  - k. Transitional housing;
  - l. Relocation;
  - m. Coordination of activities;
  - n. Supervision of direct service providers;
  - o. Multi-system, interagency, multi-disciplinary response to crime victim needs;
  - p. Contracts for professional services;
  - q. Automated systems and technology;
  - r. Volunteer trainings; or

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- s. Restorative justice.
3. Submit required financial reports at least quarterly as set forth below in paragraph 16 of the Grants Management Division Standard Terms and Conditions.
  4. Provide all required financial and programmatic documentation, as detailed in Grants Management Division Terms and Conditions below, to allow the Commonwealth to complete all required federal reporting.
  5. Retain all required financial and programmatic documentation, as detailed in this Contract, the Contractor's application, and any state or federal guidance, regulation, or statute referenced herein and provide to the Commonwealth such documentation for any monitoring, audit, and all required federal reporting.
  6. Agree that the Commonwealth shall have sole discretion to determine whether the Contractor's expenditures referenced in this Contract are reasonable and in keeping with the purposes set out in the Contract.
  7. Make the Commonwealth whole, which may include refunding any funds disbursed to it pursuant to this Contract, in the event it is determined by the Commonwealth that funds were used for an unallowable cost, unreasonably, or not in compliance with the scope of work and requirements set out in this Contract, including but not limited to the Contractor's application and any state or federal guidance, regulation, or statute referenced herein.

**Pricing:**

1. The total Contract amount is \$26,646. Payments shall be made through a reimbursement process only, on a quarterly basis, unless otherwise specified by the Commonwealth.
  - a. The Contractor shall submit financial reports with required supporting documentation at least quarterly as set forth below in paragraph 16 of the Grants Management Division Standard Terms and Conditions.
  - b. The Commonwealth shall provide payment within thirty (30) days of receipt of valid, approved supporting documentation as provided by the Contractor with its quarterly financial report.
  - c. Reimbursement shall be based on the Contractor's percentage effort and salary/fringe expenses.
  - d. Reimbursement of allowable travel expenses must comply with applicable state and federal law, including but not limited to the Kentucky Model Procurement Code and relevant regulations and Finance and Administration Cabinet Policies.
  - e. The Contractor shall be reimbursed for no spending unless and except as specifically authorized by the specifications of this Contract or authorized in advance and in writing by the Commonwealth.
  - f. Payments shall be made upon receipt of required reports and a determination by the Commonwealth that the Contractor's services are reasonable and in compliance with the purposes and requirements set out in this Contract. This clause shall not be interpreted to foreclose a later finding by the Commonwealth that such funds were used for an unallowable cost, unreasonably, or not in compliance with the purposes and requirements set out in this Contract.

**VOCA Standard Terms and Conditions**

1. The Contractor at any tier shall comply with applicable portions of the Victims of Crime Act (VOCA) of 1984, 34 U.S.C., Chapter 201 and the Victims of Crime Act Victim Assistance Program Rule. The terms and conditions of this Contract are material requirements of the Contract. Compliance with any certified assurance submitted by the Contractor that relates to conduct during the period of performance also is a material requirement of this Contract. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (<http://ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm>), and incorporated by reference into the award. By signing and accepting this Contract on behalf of the



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Contractor, the authorized Contractor official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized Contractor official, all assurances or certifications submitted by or on behalf of the Contractor that relate to conduct during the period of performance. Failure to comply with any one or more of these Contract requirements -- whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the project period -- may result in the Grants Management Division ("GMD") and/or OJP taking appropriate action with respect to the Contractor and the Contract. Among other things, the GMD or OJP may withhold award funds, disallow costs, or suspend or terminate the Contract. DOJ, including OJP, also may take other legal action as appropriate. Any materially false, fictitious, or fraudulent statement to the federal government or the GMD related to this Contract (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10272), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812). Should any provision of a requirement of this Contract be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give the maximum effect permitted by law. Should it be held, instead, that the provision is invalid or unenforceable; such provision shall be deemed severable from this Contract.

2. The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this Contract. For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards, subawards, and Contracts ("subgrants"), see the OJP website: <https://ojp.gov/funding/Part200UniformRequirements.htm>. Record retention and access: The duration of time which the Contractor at any tier shall retain records pertinent to the Contract is 6 ½ years from the date the Contract is officially closed. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 6 ½ year period, the records shall be retained until completion of the action and resolution of all issues which arise from it or until the end of the regular 6 ½ year period, whichever is later. During such time, the Contractor shall provide access, including performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334. In the event a Contract-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the Contractor is to contact GMD promptly for clarification.
3. The Contractor at any tier shall comply with the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at (<https://ojp.gov/financialguide/DOJ/index.htm>)), including any updated version that may be posted during the period of performance, and all financial and administrative guidance provided by GMD during the period of performance.
4. Any reference in these terms and conditions to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in the Contract terms and conditions, references set out in material incorporated by reference through the Contract terms and conditions, and references set out in other Contract requirements and documents.
5. A Contractor at any tier that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, should do so in writing, by explicitly stating this election on the Operating Expenses page and the Budget Narrative page of the VOCA Application in Intelligrants 10.0 (IGX). When electing to use the "de minimis" indirect cost rate, the Contractor agrees it is eligible for this rate. In addition, the Contractor shall comply with all associated requirements in Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.
6. If the Contractor at any tier currently has other active awards, subawards, or contracts of federal funds, or if the Contractor receives any other award, subaward, or contract of federal funds during the period of performance for this Contract, the Contractor promptly shall determine whether funds from any of those other federal awards, subawards, or contracts have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this Contract. If so, the Contractor shall promptly notify GMD in writing of the

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- potential duplication, and, if so requested by GMD, shall seek a grant adjustment or change in project objectives to eliminate any inappropriate duplication of funding.
7. The Contractor at any tier shall comply with applicable requirements regarding identification or registration within the federal System for Award Management (SAM). Copy and paste the following URL to get to the SAM site: <http://sam.gov/SAM/>. The Contractor at any tier shall provide a SAM Unique Entity Identifier (UEI) to GMD. Contracts shall not be approved or funds reimbursed to programs that have not provided a SAM UEI to GMD. The Contractor at any tier shall also comply with applicable restrictions on subcontracts to subcontractors at any tier, including restrictions on subcontracts to entities that do not acquire and provide (to the subcontractor at any tier) the unique entity identifier assigned by SAM.
  8. The Contractor at any tier shall verify employment eligibility before hiring under this Contract. The Contractor shall:
    - a. Ensure that, as part of the hiring process for any position that is or will be funded (in whole or in part) with VOCA funds, the Contractor properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).
    - b. Notify all persons associated with the Contractor who are or will be involved in activities under this award of both—
      - i. this award requirement for verification of employment eligibility, and
      - ii. the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.
      - iii. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).
      - iv. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.
    - c. Monitoring – The Justice and Public Safety Cabinet, Office of Financial Management Services, is responsible for monitoring Contractor compliance with this Contract condition and the Contractor shall allow access to any and all documentation, records, or material necessary to complete monitoring.
    - d. Allowable costs - To the extent that such costs are not reimbursed under any other federal program, GMD may allow Contractor to use VOCA funds, if awarded, for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.
    - e. Rules of construction
      - i. Staff involved in the hiring process - For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all Contractor officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.
      - ii. Employment eligibility confirmation with E-Verify - For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the Contractor may choose to participate in, and use, E-Verify ([www.e-verify.gov](http://www.e-verify.gov)), provided an appropriate person authorized to act on behalf of the Contractor uses E-Verify and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation" to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.
      - iii. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

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- iv. Nothing in this condition shall be understood to authorize or require any Contractor at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.
  - v. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any Contractor at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2). Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). E-Verify employer agents can email E-Verify at [E-VerifyEmployerAgent@dhs.gov](mailto:E-VerifyEmployerAgent@dhs.gov).
9. The Contractor at any tier shall have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if the Contractor creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 C.F.R. 200.79) within the scope of an OJP grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). The Contractor's breach procedures shall include a requirement to report actual or imminent breach of PII to GMD no later than 12 hours of an occurrence of an actual breach, or the detection of an imminent breach.
  10. The Contractor at any tier shall comply with all applicable requirements for authorization of any subaward of funds awarded under this Contract. This condition applies to agreements that -- for purposes of federal grants administrative requirements - OJP considers a "subaward" (and therefore does not consider a procurement "contract"). The details of the requirement for authorization of any contract are posted on the OJP web site at <https://ojp.gov/funding/Explore/ContractAuthorization.htm> (Award condition: All contracts ("subgrants") must have specific federal authorization), and are incorporated by reference here.
  11. The Contractor at any tier shall comply with all applicable requirements to obtain specific advance approval from the GMD to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000.00). This condition applies to agreements that – for purposes of federal grants administrative requirements – OJP considers a procurement “contract” (and therefore does not consider a subaward). The details of the requirements for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> on the OJP web site. (Award Condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here. Notify GMD if there are any procurement contracts that are expected to exceed \$250,000. Advance approval shall be obtained by GMD from OJP.
  12. The Contractor at any tier shall comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of the Contractor, or individuals defined (for purposes of this condition) as "employees" of the Contractor. The details of the Contractor obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm>. (Award condition: Prohibited conduct by Contractor related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated in reference here.
  13. Determination of suitability required, in advance, for certain individuals who may interact with participating minors. This condition applies to this Contract if it is indicated in the Contract that a purpose of some or all of the activities to be carried out under the Contract is to benefit a set of individuals under 18 years of age. The Contractor, as well as any subcontractors or consultants providing services to minors shall make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status. The details of this requirement, including the full and complete OJP condition of award and JPSC award condition enhancements, are posted on the JPSC website at <https://justice.ky.gov/Departments-Agencies/GMD/Pages/suitability.aspx> and are incorporated by reference here.
  14. The Contractor at any tier shall comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval, and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as the term is defined by DOJ), including the provision of food and/or beverages at such conferences. Information

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- on the pertinent DOJ definition of conferences and the rules applicable to this Contract appears in the DOJ Grants Financial Guide.
15. The Contractor shall collect and maintain data that measures the performance and effectiveness of work under the Contract. The data shall be provided to GMD in a manner (including within the timeframes) specified by GMD. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.
  16. The Contractor shall adhere to the OJP Training Guiding Principles for Grantees and Subgrantees when developing or delivering any training or training materials generated under this Contract.
  17. The Contractor at any tier shall comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to Contractor organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to Contractors that are faith-based or religious organizations. The Contractor at any tier shall give written notice to beneficiaries and prospective beneficiaries prior to the provision of services (if practicable) which shall include language substantially similar to the language in 28 C.F.R. Part 38, Appendix C, sections (1) through (4). A sample written notice may be found at <https://www.ojp.gov/program/civil-rights-office/partnerships-faith-based-and-other-neighborhood-organizations>. In certain instances, a faith-based organization may be able take religion into account when making hiring decisions, provided it satisfies certain requirements. For more information, please see <https://www.ojp.gov/funding/explore/legaloverview2024/civilrightsrequirements>. No part of this requirement shall preclude the inclusion of faith-based organizations in the awarding process.
  18. The Contractor at any tier shall comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program. Among other items, 28 C.F.R. § 42.106(d), 28 C.F.R. § 42.405(c), and 28 C.F.R. § 42.505(f) contain notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.
  19. The Contractor at any tier shall comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs." Among other items, 28 C.F.R. § 54.140 contains notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.
  20. The Contractor at any tier shall comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant. The Contractor shall also inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712. Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this Contract, the Contractor is to contact GMD for guidance.
  21. In general, as a matter of federal law, this Contract may not be used, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law. Another federal law generally prohibits this federal Contract from being used by the Contractor at any tier to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, Contract "subgrant", subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations. Should any questions arise as to whether a particular use of federal funds by a Contractor would or might fall within the scope of these prohibitions; the Contractor is to contact GMD for guidance. The Contractor may not proceed without the express prior written approval of GMD.

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22. The Contractor at any tier shall comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act associated with the federal award from which this subaward is made, which are incorporated by reference here. Should a question arise as to whether a particular use of federal funds would or might fall within the scope of an appropriations-law restriction, the recipient is to contact GMD for guidance, and may not proceed without the express prior written approval of GMD.
23. The Contractor at any tier must refer to GMD, and the Department of Justice (DOJ), Office of the Inspector General (OIG), within five (5) days of identifying any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has, in connection with funds under this contract - 1) submitted a claim that violates the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct. Potential fraud, waste, abuse, or misconduct involving or relating to funds under this contract should be reported to GMD through the Justice Listens contact page accessible at <https://justice.ky.gov/About/justicelistens/Pages/contactjl.aspx>, and to OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax). Additional information is available from the DOJ/OIG website at <https://oig.justice.gov/hotline>.
24. No Contractor at any tier under this Contract, or entity that receives a procurement contract or subcontract with any funds under this Contract, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. The foregoing is not intended, and shall not be understood by DOJ or GMD, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmental information), or any other form issued by a federal department or agency governing nondisclosure of classified information.
- a. In accepting this award, the Contractor--
    - i. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
    - ii. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it shall immediately stop any further obligations of federal Contract funds, shall provide prompt written notification to GMD and OVC, and shall resume (or permit resumption of) such obligations only if expressly authorized to do so by GMD and OVC.
  - b. If the Contractor does or is authorized under this award to make contracts ("subgrants"), procurement contracts, or both--
    - i. it represents that--
      1. it has determined that no other entity that the Contractor's application proposes may or will receive these federal contract funds (whether through a contract ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
      2. it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
    - ii. it certifies that, if it learns or is notified that any contractor or subcontractor entity that receives funds under this Contract is or has been requiring its employees or

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contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it shall immediately stop any further obligations of Contract funds to or by that entity, shall provide prompt written notification to GMD and OVC, and shall resume (or permit resumption of) such obligations only if expressly authorized to do so by GMD and OVC.

25. The Contractor shall encourage adoption and enforcement of on-the-job seat belt policies and programs for its employees and contractors when operating agency-owned, leased, or personally owned vehicles, pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Contractor at any tier is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by the Contract, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
26. The Contractor at any tier assures that in the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the ground of race, religion, national origin, sex, or disability against the Contractor, the Contractor shall forward a copy of the findings to GMD within five (5) days of notification, as well as the Office for Civil Rights of OJP.
27. The Contractor at any tier authorizes the Justice and Public Safety Cabinet, the United States Department of Justice (DOJ), the Kentucky Auditor of Public Accounts (APA), and/or the Office of the Chief Financial Officer (OCFO) and its representatives, access to and the right to examine all records, books, paper, or electronic documents related to the Contract.
28. The Contractor shall not use this Contract to supplant State and local funds that would otherwise be available for the activities under this Contract.
29. The Contractor at any tier understands that all Contracts funded from OJP awards are subject to the National Environmental Policy Act (NEPA, 42 U.S.C. Section 4321 et seq.) and other related Federal laws (including the National Historic Preservation Act), if applicable. The Contractor shall assist GMD in carrying out its responsibilities under NEPA and related laws, if the Contractor plans to use Contract funds (directly or through subcontract) to undertake any activity that triggers these requirements, such as renovation or construction. See 28 C.F.R. Part 61, App. D. The Contractor at any tier also shall comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this Contract.
30. The Contractor shall not (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by DOJ. The details of the Contractor's obligations under this condition are posted on the OJP website at <https://www.ojp.gov/funding/explore/legaloverview2020/mandatorytermsconditions#13> (Award Condition: Unreasonable restrictions on competition under the award; association with federal government), and are incorporated by reference here. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by the VOCA award by any Contractor at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition shall be among those included in any Contract (at any tier).

**Grants Management Division Standard Terms and Conditions**

1. The Contractor at any tier shall take reasonable steps to provide meaningful access to their programs and activities for persons with Limited English Proficiency (LEP), in accordance with DOJ, pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d.
2. The Contractor shall comply with all applicable federal, state, and local laws. Contractor shall also comply with all applicable Commonwealth of Kentucky, Justice and Public Safety Cabinet, Grants Management Division policies and procedures unless a specific exemption has been granted by the Grants Management Division to the Contractor.
3. Pursuant to 34 USC § 60105, the Death in Custody Act (DCRA), any Contractor state and local law enforcement or correctional agency shall identify all reportable in-custody deaths that occurred in their

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- jurisdictions by notifying the Kentucky Justice and Public Safety Cabinet’s Criminal Justice Statistical Analysis Center at [jus.dicrereporting@ky.gov](mailto:jus.dicrereporting@ky.gov).
4. The Contractor shall receive and engage in any training and technical assistance activities required in writing by GMD.
  5. The Contractor understands and agrees that GMD and/or the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by GMD or the DOJ awarding agency) the Contractor does not satisfactorily and within sixty (60) days address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards or Contracts made by GMD.
  6. The Contractor and all its subcontractors shall ensure each award is accounted for separately to prevent comingling of funds, which is prohibited. Funds specifically budgeted and/or received for one project may not be used to support another. The Contractor is required to maintain an adequate accounting system that allows the Contractor to maintain documentation to support all receipts and expenditures of awarded funds. Furthermore, all financial statements and accounting transactions shall be prepared in accordance with Generally Accepted Accounting Principles.
  7. Contractors that are state agencies shall utilize eMARS funding codes approved by GMD to ensure proper drawdown and reimbursement of funds. State agencies shall verify their eMARS funding codes with GMD staff prior to submission of their first Financial Report.
  8. The maximum compensation rate for an individual consultant under this Contract shall be \$81.25/hr or \$650/day.
  9. The Contractor may be required by the State Administering Agency to obtain a surety bond if the approved federal share is greater than \$100,000 or if determined to be a high-risk agency. In general, a Contractor may be designated as high-risk if any of the following apply to the Contractor:
    - a. Has a history of unsatisfactory performance;
    - b. Is not financially stable;
    - c. Has a management system that does not meet the standards set forth in 2 C.F.R. Part 200 (Subpart D-Post Federal Award Requirements (Standards for Financial and Program Management));
    - d. Has not conformed to the terms and conditions of previous awards; or
    - e. Is otherwise not responsible.
  10. The Contractor shall comply with the procurement procedures and regulations set forth by the Commonwealth of Kentucky, Finance and Administration Cabinet, <https://finance.ky.gov/services/eprocurement/Pages/LawsPrefRegsPolicies.aspx>. Note: the Contractor shall follow the most restrictive policy, whether it is the U.S. Department of Justice (if applicable), Commonwealth of Kentucky, or the Contractor’s.
  11. The Contractor shall commence project activities within sixty (60) days of the approved project start date for the Contract, unless otherwise specified in the grant application. If the project is not operational within that time period, written notification shall be submitted to GMD including detailed steps taken to initiate the project, reason(s) for delay, and expected starting time. GMD may cancel the project and/or redistribute funds if the project is not implemented within a reasonable timeframe and/or justification is not provided. Any new positions requested in the grant shall be filled within sixty (60) days of the approved project start date for the Contract, unless otherwise discussed with GMD; failure to do so may result in a decrease in Contract funds.
  12. The Contractor shall not make changes to the overall scope of the project without express written prior approval from GMD. However, minor changes to the project and budget adjustments may be requested using the GAM process. Approval of a GAM shall be obtained prior to any obligation of grant funds not approved in the most current version of the budget. GAMs shall be submitted no less than sixty (60) days prior to the end of the Contract period unless otherwise approved by the Cabinet, and retroactive revisions shall not be approved. GMD shall be notified in writing of all employee changes pertaining to this grant within thirty (30) days of occurrence. A GAM is required to reflect changes in the Contractor Executive Director, Financial Officer, or Project Director designations. Contractor should note that its Financial Officer cannot be the same person that functions as the Contractor Executive Director or Project Director.
  13. The Contractor shall maintain time and activity records for all personnel (including volunteers if applicable) assigned to this award. Support shall reasonably reflect the total activity for which the employee is compensated by the organization and cover both federally funded and all other activities.

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- Where grant recipients work on multiple grant programs or cost activities, documentation shall support a reasonable allocation or distribution of costs among specific activities or cost objectives. Timesheet records shall be signed by the individual and his/her immediate supervisor, and records retention requirements shall be followed. Timesheets shall include activity, dates of activity, assigned codes, number of hours worked, name, and signature. Electronic signature is allowable.
14. Unless otherwise approved, the Contractor shall purchase equipment funded with this award within the first four (4) months of the project. This allows acquisition time and provides eight (8) months in which to use the equipment.
  15. The Contractor shall ensure that any materials resulting from grant-funded project activities, including any websites funded in whole or in part by this Contract, shall contain an acknowledgement of support through the use of the following or comparable footnote: "This project was supported by Subaward Number (insert current subaward number) awarded through the Commonwealth of Kentucky, Justice and Public Safety Cabinet by the U.S. Department of Justice. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Kentucky Justice and Public Safety Cabinet or the U.S. Department of Justice."
  16. The Contractor shall submit financial and program reports at least quarterly, as required.
    - a. The Contractor shall collect and maintain data that measures the performance and effectiveness of work under this award. The data shall be provided to OJP and GMD in the manner (including timeframes) specified by OJP in the program solicitation or other applicable written guidance.
    - b. The Contractor's Financial Director or designee shall approve financial reports. Failure to submit financial reports according to the time set forth may result in delays or withholding of funds. Financial reports may be submitted on a monthly or quarterly basis as determined by the Contractor with approval by GMD; however, once a method is selected, it cannot be changed during the grant period.
    - c. Contractors shall submit to GMD financial reports which include itemized expenses requested for reimbursement. Invoices and other documentation of award and any required match expenditures shall be submitted with each quarterly or monthly financial report. For information on Contract assistance, including type of Contract needed and verbiage may be found at <https://www.ojp.gov/doj-guide-to-procurement-procedures>.
    - d. If it is determined the Contractor is non-compliant with the DOJ Grants Financial Guide, 2 C.F.R. § 200, or any applicable Commonwealth of Kentucky, Justice and Public Safety Cabinet, Office of Management and Administrative Services, Grants Management Division policies and procedures at any time throughout the duration of the award, a more stringent review of the Contractor may be undertaken to determine the extent of non-compliance. If at the conclusion of the review, GMD staff continue to have concerns, additional corrective action steps may be taken which may include but are not limited to, technical assistance, a corrective action plan, or a formal audit.
    - e. The Contractor shall collect and maintain information on race, sex, national origin, age, and disability of victims receiving assistance, where such information is voluntarily furnished by the victim. Contractors shall submit performance reports to both GMD and OVC within the identified timeframe above. The OVC Performance Measurement Tool (PMT) reporting is in addition to the GMD *Intelligrants* 10.0 (IGX) progress reporting, but it is due at the same time as GMD programmatic reports each quarter. The schedule for filing quarterly reports is as follows:
      - i. Quarter 1 runs from October 1st – December 31st with reporting due January 15th;
      - ii. Quarter 2 runs from January 1st – March 31st with reporting due April 15th;
      - iii. Quarter 3 runs from April 1st – June 30th with reporting due July 15th;
  17. In addition to paragraph 8 of the VOCA Standard Terms and Conditions above, the Contractor shall adhere to the Contractor's own written hiring policies, as well as any statutory or regulatory requirements, when hiring for grant-funded positions.
  18. Contractor shall maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Contractor shall disclose in writing to GMD and DOJ any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112. Failure to do so may result in withholding of reimbursement, termination of the award, or other appropriate action.



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19. The Contractor shall comply with any additional requirements that may be imposed by GMD during the period of performance for this award, if the Contractor is designated as “high-risk” either as a result of the GMD risk assessment process, or for purposes of the DOJ high-risk grantee list.
20. The Contractor at any tier understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under the Contract, and civil or criminal penalties.
21. The Director of GMD, upon a finding that there (1) has been substantial failure by the Contractor to comply with applicable laws, regulations, and/or the terms and conditions of the award or relevant solicitation, (2) has been failure by the Contractor to make satisfactory progress toward the goals, objectives, or strategies set forth in the application, or (3) have been project changes proposed or implemented by the Contractor to the extent that, if originally submitted, the application would not have been selected for funding, may terminate or suspend until the Director is satisfied that there is no longer such failure or changes, all or part of the award, in accordance with the provisions of 28 C.F.R. Part 18. The federal regulation providing uniform rules for termination of grants and cooperative agreements is 2 C.F.R. 200.340.
22. The Contractor shall provide services, at no charge, through the VOCA-funded project. Any deviation from this provision requires prior approval from GMD.
23. The Contractor shall assist victims in seeking available crime victims' compensation benefits.
24. The Contractor shall not discriminate against victims because they disagree with the way their criminal case is being prosecuted.
25. The Contractor shall cooperate with any assessments, evaluation efforts, or information or data collection requests, including but not limited to the provision of any information required for the assessment or evaluation of any activities within this project.
26. This Contract is for grant funding that GMD administers that originates from the DOJ. New DOJ guidance could impact terms and conditions and the availability of funds awarded pursuant to this Contract. GMD will share new grant conditions, guidance, and requirements with all grantees as they become available. In some instances, DOJ guidance could result in executed grant contracts being revised or cancelled.

By my signature below, I attest that I fully understand the terms, the conditions, and the availability of continued funding under this Contract are subject to future communications and guidance from DOJ.

**Grants Management Division Special Terms and Conditions for Technical Assistance Contracts**

**The Contractor shall:**

1. Provide on-site and off-site financial and programmatic technical assistance to member programs to strengthen the provision of victim services, to enhance organizational capacity to manage federal funds, and to ensure compliance with VOCA grant requirements.
  - a. Technical assistance shall include, but not be limited to, performance measurement and outcomes, training, program evaluation, quality assurance, and meaningful access to victim services for all victims of crime.
  - b. Technical assistance shall be provided by various Contractor designees
2. Ensure that any Contractor designee providing financial technical assistance has successfully completed the U.S. Department of Justice’s Online Grants Financial Management Training course, which at the time of this agreement is entitled “TRAINING II — DOJ Grants Financial Management Training for Grants Awarded On or After 12/26/2014.”
3. Maintain technical assistance logs for Contractor designees which document work tasks and the aspect(s) of the project to which they correspond. Logs shall be signed by the Contractor designee as well as his/her immediate supervisor for the project.
4. Attend regularly scheduled and ad hoc meetings with the Grants Director.
5. Provide written technical assistance reports to the Grants Director on a quarterly basis and attend a quarterly meeting with GMD and other Technical Assistance Contractors.
6. Provide, within 30 days of the Contract end date, a written narrative report on projects and work completed pursuant to this Contract.

**Justice and Public Safety Cabinet Terms and Conditions**

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1. Contractor shall comply at all times with all applicable federal, state, and local laws, regulations, executive orders, and attorney general opinions.
2. Contractor shall comply with all applicable Commonwealth of Kentucky Executive Department policies and procedures, and Commonwealth Office of Technology policies and procedures.
3. The Contractor shall report any and all acts and omissions constituting a violation of applicable federal, state, or local laws, policies and procedures, or this Contract, to the Commonwealth in writing within one business day of the discovery of the violation.
4. To the extent permitted by law, the Contractor shall indemnify and hold harmless the Commonwealth against any and all claims, losses, demands, obligations, and litigation, including attorneys' fees, that result from or by: (1) services rendered by the Contractor in connection with performance of this Contract; (2) any and all bad-faith, erroneous, negligent, reckless, and unlawful acts and omissions of the Contractor, its officers, or employees in the performance of this Contract; (3) the Contractor's creation of a hazardous condition or exacerbation of a pre-existing hazardous condition; (4) the Contractor's publication, translation, reproduction, delivery, performance, use, or disposition, of any data processed under the Contract in a manner not authorized by the Contract, or by federal or Commonwealth regulations or statutes; (5) the Contractor's employment practices during the term of this Contract; and (6) any failure of the Contractor, its officers, or employees to observe federal, state, and local laws, including but not limited to labor laws and minimum wage laws.
5. Both parties, including any subcontractors or agents of each, shall comply with all applicable state and federal confidentiality laws, including the Family Educational Rights and Privacy Act and the Health Insurance Portability and Accountability Act, and to protect the security, confidentiality, and integrity of education and health information. The Contractor acknowledges and agrees that the Commonwealth shall be entitled, without waiving any other rights or remedies, to injunctive or equitable relief to enforce the requirements of this provision of this Contract.
6. Vendors and other state agencies that receive Personal Information as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, et seq. ("the Act"), shall secure and protect the Personal Information by, without limitation, complying with all requirements applicable to non-affiliated third parties set for in the Act.
  - 6.1. "Personal Information" is defined in accordance with KRS 61.931(6) as "an individual's first name or first initial and last name; personal mark; or unique biometric or genetic print or image, in combination with one(1) or more of the following data elements:
    - 6.1.1. An account, credit card number, or debit card number that, in combination with any required security code, access code, or password, would permit access to an account;
    - 6.1.2. A Social Security number;
    - 6.1.3. A taxpayer identification number that incorporates a Social Security number;
    - 6.1.4. A driver's license number, state identification card number, or other individual identification number issued by an agency;
    - 6.1.5. A passport number or other identification number issued by the United States government; or
    - 6.1.6. Individually Identifiable Information as defined in 45 C.F.R. sec. 160.013 (of the Health Insurance Portability and Accountability Act), except for education records covered by the Family Education Rights and Privacy Act, as amended 20 U.S.C. sec. 1232g.
  - 6.2. As provided in KRS 61.931(5), a "non-affiliated third party" means "any person or entity that has a agreement or contract with the Commonwealth and receives (accesses, collects, or maintains) personal information from the Commonwealth pursuant to the contract or Contract."
  - 6.3. The Contractor shall cooperate with the Commonwealth in complying with the response, mitigation, correction, investigation, and notification requirements of the Act.
  - 6.4. The Contractor shall notify as soon as possible, but not to exceed seventy-two (72) hours, the Commonwealth, the Commissioner of the Kentucky State Police, the Auditor of Public Accounts, and the Commonwealth Office of Technology, of a determination of, or knowledge of, a breach, unless the exception set forth in KRS 61.932(2) applies and the Contractor abides by the requirements set for in that exception. Notification shall be in writing on a form developed by the Commonwealth Office of Technology
  - 6.5. The Contractor shall undertake a prompt and reasonable investigation of any breach as required by KRS 61.933.

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- 6.6. Upon conclusion of an investigation of a security breach of Personal Information as required by KRS 61.933, the Contractor shall pay the costs of the notification, investigation, and mitigation of the security breach.
- 6.7. In accordance with KRS 61.932(2)(a), the Contractor shall implement, maintain, and update security and breach investigation procedures that are appropriate to the nature of the information disclosed, that are at least as stringent as the security and breach investigation procedures and practices established by the Commonwealth Office of Technology.
7. The Contractor shall not distribute, divulge, publish, or release any data or information obtained from or owned by the Commonwealth without the prior written approval of the Commonwealth unless compelled to do so by law or by a judicially signed order from a court of competent jurisdiction. The Contractor acknowledges that it receives the Commonwealth's data or information solely for the purposes of this Contract, and that its receipt of the Commonwealth's data or information in no way creates any ownership interest in the Commonwealth's data or information, unless explicitly provided otherwise within the terms and conditions of this Contract.
8. The Contractor shall ensure that any and all access to Commonwealth data by Contractor personnel is limited to only those Contractor personnel with a necessary and essential purpose to fulfill the terms and conditions within this Contract.
9. The Contractor shall not utilize Commonwealth data for the Contractor's benefit except as contemplated within and pursuant to the terms and conditions of this Contract. The Contractor shall not sell or resell any and all Commonwealth data.
10. The Contractor shall ensure that any and all data transmitted and received on behalf of and as directed by the Commonwealth is transmitted and received only via secure methods and protocols.
11. Upon the expiration of the term of this Contract, unless it is renewed prior to its expiration, the Contractor shall either: (1) return any and all data provided by the Commonwealth, destroy any and all copies of the data in whatever form they occur, complete the attached Data Destruction Certification, and submit the certificate to the Commonwealth no less than 7 calendar days after expiration of this Contract; (2) destroy the data, including any and all copies of the data in whatever form they occur, without returning the data to the Commonwealth, complete the attached Data Destruction Certification, and submit the certificate to the Commonwealth no less than 7 calendar days after expiration of this Contract; or (3) retain the data subject to the terms of this Contract regarding data ownership, privacy, and breach. The Commonwealth retains discretion to choose the option Contractor shall perform. In the event that the Commonwealth has not communicated to the Contractor which option should be followed, the Contractor shall perform the actions listed in option (1).
12. The parties agree that they receive all information communicated between them before the execution of this Contract in strict confidence and that the receiving party, its agents, or employees shall not, without prior written consent of the other party, disclose any such information, subject to Commonwealth of Kentucky and federal disclosure laws.
13. The Contractor shall not represent that a working copy, draft, or the finalized version of this Contract is identical to a previous iteration of this Contract if the Contractor has made edits since the last iteration. The Contractor shall clearly present all edits, either through editing functions in word processing software, or as a list provided contemporaneously with the most recently edited iteration.
14. During the term of this Contract, Contractor shall be authorized in its sole discretion to discipline, terminate, or take any other personnel action against Contractor personnel. Upon communication by Commonwealth of an issue with Contractor personnel, Contractor shall have the sole authority to take action to effect a solution.
15. In no event shall any person or entity be deemed to be a third-party beneficiary of this Contract.
16. The Contractor acknowledges that the Commonwealth may execute Contracts with other vendors for additional or related goods and services that address, interact with, or otherwise regard this Contract. The Contractor shall fully cooperate with such other vendors and vendor personnel, agents, and designees. The Contractor shall not commit any act; allow any omission; or permit its personnel, agents, or designees to commit any act or allow any omission that will interfere with the performance of work by any other vendor or any other vendor's personnel, agents, or designees.
17. Each party shall provide a contact to resolve any and all issues related to this Contract and promptly update the contact information as necessary.
18. All notices under this Contract shall be given in writing. Electronic mail constitutes a writing.

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19. No change, waiver, or discharge of any liability or obligation under this Contract on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.
20. No party shall assign its respective rights or obligations under this Contract without prior written consent of the other party. Any purported assignment or delegation in violation of this Contract is void.
21. The Contractor agrees that any and all violations of this Contract may result in the immediate termination of this Contract. Unless federal law applies, this Contract shall be construed and enforced in accordance with the laws of the Commonwealth of Kentucky.
22. The parties agree that any claim, action, or lawsuit arising under this Contract must be brought in Franklin County in Frankfort, Kentucky, unless federal law applies, in which case any claim, action, or lawsuit arising under this Contract must be brought in the United States District Court in Lexington, Kentucky.
23. This Contract is the final and exclusive agreement between the parties. All prior negotiations and agreements are superseded by this Contract.
24. Nothing in this Contract shall be deemed to waive, or otherwise limit, the rights, privileges, immunities, including sovereign immunity granted under Kentucky Constitution §§ 230 & 231 and the United States Constitution Eleventh Amendment, and matters of defense now available or hereafter made available to the Commonwealth and/or its officers and employees.
25. If any provision of this Contract is deemed to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions and the Contract as a whole shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality, or unenforceability.

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**Memorandum of Agreement Standard Terms and Conditions**  
**Revised August 2025**

**1.00 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 agreement and until the agreement has been submitted to the government contract review committee. However, in accordance with KRS 45A.700, memoranda of agreement in aggregate amounts of \$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.

KRS 45A.695(7) provides that payments on personal service contracts and memoranda of agreement 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.

The Commonwealth will make payment within thirty (30) working days of receipt of contractor's invoice or of acceptance of goods and/or services in accordance with KRS 45.453 and KRS 45.454.

Payments are predicated upon successful completion and acceptance of the described work, services, supplies, or commodities, and delivery of the required documentation. Invoices for payment shall be submitted to the agency contact person or his representative.

**2.00 Cancellation Clause**

Both parties shall have the right to terminate and cancel this contract at any time not to exceed thirty (30) days' written notice served on the Contractor by registered or certified mail.

**3.00 Funding Out Provision**

The state agency may terminate this agreement 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 agreement. The state agency shall provide the Contractor thirty (30) calendar day's written notice of termination of the agreement due to lack of available funding.

**4.00 Reduction in Contract Worker Hours**

The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional service contracts.

If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the agreement will be reduced by the amount specified in that document. If the contract funding is reduced, then the scope of work related to the contract may also be reduced commensurate with the reduction in funding. This reduction of the scope shall be agreeable to both parties and shall not be considered a breach of contract.

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**5.00 Access to Records**

The state agency certifies that it is in compliance with the provisions of KRS 45A.150, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The Contractor, as defined in KRS 45A.030, 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 agreement for the purpose of financial audit or program review. 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. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

**6.00 Violation of tax and employment laws**

KRS 45A.485 requires the Contractor and all subcontractors performing work under the contract to reveal to the Commonwealth any final determination of a violation by the Contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to corporate and utility tax, sales and use tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively. Disclosure of any violations is required prior to the award of any state contract and throughout the duration the contract.

Failure to disclose violations, shall be grounds for the Commonwealth's disqualification of a contractor or subcontractor from eligibility for future state contracts for a period of two (2) years.

To comply with KRS 45A.485, the Contractor and all subcontractors performing work under this contract shall report any such final determination(s) of any violation(s) within the previous five (5) years to the Commonwealth by providing a list of the following information regarding any violation(s): (1) specific KRS violated, (2) date of any final determination of a violation, and (3) state agency which issued the final determination.

A list of any disclosures made prior to award of a contract shall be attached to the contract. The Contractor affirms that it has not violated any of the provisions of the above statutes within the previous five (5) year period, aside from violations explicitly disclosed and attached to this contract. Contractor further affirms that it will (1) communicate the above KRS 45A.485 disclosure requirements to any subcontractors and (2) disclose any subcontractor violations it becomes aware of to the Commonwealth.

**7.00 Nondiscrimination**

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The Equal Employment Opportunity Act of 1978 (the "Act"), KRS 45.560 to 45.640, applies to all State government contracts or subcontracts in an amount exceeding \$500,000. The contractor shall comply with all terms and conditions of the Act.

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age forty (40) and over, disability, veteran status, or national origin or.
- (b) The Contractor shall take affirmative action in regard to employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation, and selection for training, so as to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, age forty (40) and over, disability, veteran status, and national origin.
- (c) The Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age forty (40) and over, disability, veteran status, or national origin.
- (d) The Contractor shall post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of this non-discrimination clause.

The Contractor shall send a notice to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding advising the said labor union or workers' representative of the Contractor's commitments under this nondiscrimination clause.

The Contractor's noncompliance with the nondiscrimination clauses of this contract shall constitute a material breach of the contract.

Each Contractor shall, for the length of the contract or at the point at which the contract is covered by this Act and until its conclusion, furnish such information as required by the Act and any rules, regulations and orders issued pursuant thereto and permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the Cabinet to ascertain compliance with the Act.

This section applies to agreements disbursing federal funds, in whole or part, only when the terms for receiving those funds mandate its inclusion.

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**Approvals**

This contract is subject to the terms and conditions stated herein. By affixing signatures below, the parties verify that they are authorized to enter into this contract and that they accept and consent to be bound by the terms and conditions stated herein. In addition, the parties agree that (i) electronic approvals may serve as electronic signatures, and (ii) this contract may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single contract.

**1st Party:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**2nd Party:**

*Linda Gorton*  
\_\_\_\_\_  
Signature

Mayor  
\_\_\_\_\_  
Title

Linda Gorton  
\_\_\_\_\_  
Printed Name

9/2/2025  
\_\_\_\_\_  
Date

**Other Party:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**Approved as to form and legality:**

\_\_\_\_\_  
Attorney Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name





# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0622-25**

**File ID:** 0622-25

**Type:** Resolution

**Status:** Approved

**Version:** 1

**Contract #:**

**In Control:** Urban County Council

**File Created:** 06/13/2025

**File Name:** LFUCG SIGNAL MAINTENANCE AGREEMENT

**Final Action:** 07/01/2025

**Title:** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement with the Ky. Transportation Cabinet (KYTC), delegating responsibility for operation and maintenance costs for traffic signals and electrical traffic control devices on the State Primary Road System in Fayette County, which shall be reimbursed by KYTC up to \$426,000. [Div. of Traffic Engineering, Neal]

**Notes:**

**Sponsors:**

**Enactment Date:** 07/01/2025

**Attachments:** Bluersheet Memo KYTC Signal Maint\_FY26.pdf, LFUCG - Signal Maintenance.pdf, 0622-25 transportation.signals 4917-1364-0526 v.1.docx, R-332-2025

**Enactment Number:** R-332-2025

**Deed #:**

**Hearing Date:**

**Drafter:** Felicia Arms

**Effective Date:**

**History of Legislative File**

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	06/24/2025	Approved and Referred to Docket	Urban County Council	06/26/2025		Pass
1	Urban County Council	06/26/2025	Received First Reading	Urban County Council	07/01/2025		
1	Urban County Council	07/01/2025	Approved				Pass

**Text of Legislative File 0622-25**

**Title**

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement with the Ky. Transportation Cabinet (KYTC), delegating responsibility for operation and maintenance costs for traffic signals and electrical traffic control devices on the State Primary Road System in Fayette County, which

shall be reimbursed by KYTC up to \$426,000. [Div. of Traffic Engineering, Neal]

**Summary**

Authorization to execute an Agreement with the Kentucky Transportation Cabinet (KYTC), delegating responsibility for operation and maintenance costs for traffic signals and electrical traffic control devices on the State Primary Road System in Fayette County, which shall be reimbursed by KYTC up to \$426,000. (L0622-25)(Neal/Albright)

Budgetary Implications: Yes

Advance Document Review:

**Law:** Yes, Completed by Attorney J. Todd Henning, June 12, 2025

**Risk Management:** NA

Fully Budgeted: Adopted Budget includes \$396,000/BA to follow for balance

Account Number: 1141-303602-360X-XXXXX (various accounts)

This Fiscal Year Impact: \$426,000.00 FY 26

Annual Impact:

Project:


Activity:

Budget Reference:

Current Balance: BA to follow



TO: Mayor Linda Gorton

FROM:   
Jeffery Neal, Director  
Division of Traffic Engineering

DATE: June 13, 2025

SUBJECT: Memorandum of Agreement (MOA) for Operation and Maintenance of Traffic Signals and Electrical Traffic Control Devices on State Primary Road Systems Effective from July 1, 2025, through June 30, 2026.

**Request**

Authorization to renew the Annual MOA between the Kentucky Transportation Cabinet (KYTC) and LFUCG Division of Traffic Engineering.

**Why are you requesting?**

LFUCG is responsible for certain operation and maintenance functions for all electronic traffic control devices within Fayette County, including those on State and US highways. This agreement outlines the conditions and expectations that allow for reimbursement of the yearly \$396,000, with an additional \$30,000 associated with replacing the lane use control signs on US 27. The Mayor’s Proposed Budget includes \$396,000 and a BA will be submitted in FY 2026 for the additional \$30,000 for LUCG Signs.

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

The cost for this FY is: \$0.00 Reimbursements from KYTC up to \$426,000.00.  
The cost for future FY is: \$0.00

**Are the funds budgeted?**

Yes, reimbursements from KYTC up to \$426,000.00.

**File Number:**

**Director/Commissioner:** Neal/Albright





Andy Beshear  
GOVERNOR

## TRANSPORTATION CABINET

200 Mero Street  
Frankfort, Kentucky 406 01

Jim Gray  
SECRETARY

### MEMORANDUM

**TO:** Jim Gray  
Secretary

**THRU:** Mike Hancock, P.E.  
Deputy Secretary

**THRU:** James Ballinger, P.E.  
State Highway Engineer

**THRU:** Kelly Baker, Chief District Engineer  
District 7

**THRU:** Shaun McKiernan, Executive Director  
Office of Budget & Fiscal Mgmt.

**THRU:** William Fogle or Todd Shipp  
Office of Legal Services

**FROM:** Laura Hagan, Director  
Division of Purchases

**DATE:** June 6, 2025

**SUBJECT:** SC 605 2500001720

Attached is a new contract for LFUCG Signal Maintenance requested by Division of Maintenance. The contract is in the amount of \$426,000.00 for period July 1, 2025 through June 30, 2026.



# Commonwealth of Kentucky

## CONTRACT

<b>Document Number:</b>	SC	605	2500001720	<b>Version:</b> 1
Record Date:				
Document Description:	LFUCG - Signal Maintenance			
Cited Authority:	KRS177.280 Agreements of highway government units			
Reason for Modification:				

<b>Issuer Contact:</b>	
Name:	LATASHA CHENAULT
Phone:	502-782-5673
E-mail:	latasha.chenault@KY.GOV

<b>Vendor Name:</b>	<b>Vendor No.</b>	KY0032969
LEXINGTON FAYETTE URBAN CO GOVERNMENT	<b>Vendor Contact</b>	
	Name:	Chad Hancock
200 EAST MAIN STREET	Phone:	8592583313
LEXINGTON KY 40507	E-mail:	chancock@lexingtonky.gov

**Effective From:** 2025-07-01      **Effective To:** 2026-06-30

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		Traffic Signal Maintenance & Repairs	\$0.000000	\$396,000.00	\$396,000.00

**Extended Description:**

The Cabinet shall pay LFUCG, within 30 working days, all approved billings for labor including engineering costs, material, and equipment in the performance of the work as outlined in the Agreement. LFUCG shall submit these billings on a monthly invoice equal to 1/12 of the annual contract amount. Total payments under the Agreement shall not exceed \$396,000.00 for a fiscal year. If the contract begins or terminates on a date other than the beginning or end of the fiscal year, only billing increments of 1/12 of the total annual contract amount will be considered for payment. No payment will be made for work occurring outside the effective dates of the agreement.

NOTE: Any funds remaining at the end of the Fiscal Year may be used for material, programming, or equipment purchases, with prior approval of KYTC to the contract to allow them to purchase traffic items that are not covered under the contract.

<b>Shipping Information:</b>	<b>Billing Information:</b>
KYTC District 7 - Lexington District Office 800 Newtown Court  Lexington KY 40511	KYTC District 7 - Lexington District Office 800 Newtown Court PO Box 11127 Lexington KY 40511

Effective From: 2025-07-01

Effective To: 2026-06-30

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
2		0.00000		LUC Signs	\$0.000000	\$30,000.00	\$30,000.00

**Extended Description:**

Replacing the LUC signs on US 27

Shipping Information:	Billing Information:
	KYTC District 7 - Lexington District Office 800 Newtown Court PO Box 11127 Lexington KY 40511

<b>TOTAL CONTRACT AMOUNT</b>	<b>\$426,000.00</b>
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## Memorandum of Agreement (SC)

This Memorandum of Agreement (MOA) is entered into, by and between the Commonwealth of Kentucky, Kentucky Transportation Cabinet (“the Commonwealth”) and Lexington Fayette Urban County Government (LFUCG) (“the Contractor”) to establish an agreement for Operation and Maintenance of Traffic Signals and Electrical Traffic Control Devices on the State Primary Road System. The initial MOA is effective from July 1, 2025 through June 30, 2026.

### SECTION 1-ADMINISTRATIVE OVERVIEW

#### 1.00-Purpose and Background

The Kentucky Transportation Cabinet’s (KYTC) Division of Purchases is issuing this **AGREEMENT** on behalf of the KYTC Department of Highways District 7. The Division of Purchases is the only office authorized to change, modify, amend, alter, or clarify the specifications and terms and conditions of the contract.

#### 1.01 – Communications

Unless otherwise instructed, all notices, consents, and other communications required and/or permitted by the Contract shall be in writing.

After the Award of Contract, all communications of a contractual or legal nature are to be in writing and sent to the Agency Contact Person with a copy to the Buyer.

Notices made by the Cabinet to the Contractor shall be sent to the Contractor Representative.

Agency Contact:  
Natalia McMillan  
Transportation Engineer Supervisor  
Department of Highways District 7  
800 Newtown Court  
Lexington, KY 40512  
502-564-5379  
Email: [natalia.mcmillan@ky.gov](mailto:natalia.mcmillan@ky.gov)

Buyer:  
Latasha Chenault  
Division of Purchases  
Kentucky Transportation Cabinet  
200 Mero Street  
Frankfort, Kentucky 40622  
Phone: 502-782-5673  
Email: [Latasha.Chenault@ky.gov](mailto:Latasha.Chenault@ky.gov)

### SECTION 2-SCOPE OF WORK

#### 2.00 Services Required:

This Agreement supersedes item number six in the Maintenance and Traffic Contract between the City of Lexington and the Department of Highways dated October 12, 1972. All other portions of the October 12, 1972 contract remain in place and are not impacted by this Agreement.

WHEREAS, LFUCG, in the interest of public safety and traffic flow efficiency, has requested authority to assume certain obligations and responsibilities with regard to the Department of Highways State Primary Road System located within the boundaries of Fayette County, and

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WHEREAS, the Cabinet, in the interest of public safety and traffic flow efficiency, has agreed to assign certain responsibilities with regard to traffic signalization, operations and maintenance in Fayette County to LFUCG; and

WHEREAS, the Cabinet has the authority to enter into any and all agreements inclusive of agreements with local government entities pursuant to KRS 177.043; and

WHEREAS, LFUCG has authority to elect to maintain and operate traffic signalization on roadways, located on the Department of Highways State Primary Road System within Fayette County pursuant to KRS 177.055; and

WHEREAS, the purpose of this Agreement is to set forth the duties and obligations of the parties with regard to the maintenance and operation of traffic signals and electrical traffic control devices on the State Primary Road System within Fayette County; and

WHEREAS, the Cabinet, and the LFUCG desire to enter into this agreement to enhance traffic management in Fayette County.

NOW, THEREFORE, in consideration of the mutual covenants expressed herein, the Cabinet and LFUCG, (collectively hereinafter "the Parties") agree as follows:

1. **Scope** - The terms of this Agreement shall apply to all state maintained routes in Fayette County.
2. **Authorization of LFUCG** - LFUCG agrees to seek approval and authorization from its Urban County Council and shall obtain and incorporate herein a resolution or other written authorization. This Agreement and all terms herein are therefore contingent upon obtaining any and all appropriate and necessary authorization from the Urban County Council.
3. **Cost Recovery** - The Cabinet hereby delegates to LFUCG the authority to file insurance claims and take other necessary collection actions against the driver or registered owner of a motor vehicle which LFUCG has reason to believe has caused or contributed to a collision resulting in damage to traffic signalization and other electrical traffic control devices belonging to the Cabinet, but subject to the operation and maintenance responsibility of LFUCG pursuant to this agreement.
4. **Denial or Suspension** - Pursuant to KRS 186.570, the Cabinet hereby designates LFUCG as an agent with authority to recommend the denial or suspension of the operator's license of any person, or, in the case of a nonresident, withdraw the privilege of operating a motor vehicle in this state, if LFUCG has reason to believe that the person has, by reckless or unlawful operation of a motor vehicle, caused, or contributed to, a collision resulting in serious property damage, including damage to traffic signalization and other electrical traffic control devices on the State Primary Road System within Fayette County.
5. **Obligations of LFUCG** - LFUCG covenants and agrees to undertake the following obligations:
  - a. LFUCG agrees to maintain and operate the traffic signals and electrical traffic control devices on roadways located on the Department of Highways State Primary Road System within Fayette County.
  - b. LFUCG shall comply with all applicable federal and state statutes, executive orders, regulatory requirements, and policies, including, but not limited to, 23 CFR Part 655, the Manual on Uniform Traffic Control Devices and amendments thereto, and the Division of Traffic Operations Guidance Manual.
  - c. LFUCG agrees to accept the maintenance and operations of new traffic signals and electrical traffic control devices installed by the Cabinet, or by a contractor through the encroachment permit process, under the terms of the Agreement.
  - d. LFUCG shall be responsible for all media and citizen inquiries and all public relations regarding the traffic signals and electrical traffic control devices for which they are responsible. This provision shall not prohibit or otherwise interfere with any state-wide or county-wide public relations efforts undertaken by the Cabinet that may have some impact on aforementioned traffic signal locations.
  - e. LFUCG shall be responsible for employing adequate staffing to provide the labor and services related to the safe and efficient operation of the computerized traffic signal control system and the timely and necessary maintenance of the Fayette County traffic signals and electrical traffic control devices.
  - f. LFUCG shall take no action which impedes or negatively impacts the Lexington Area Metropolitan Planning Organization Long Range Plan, Transportation Improvement Plan or Six Year Highway Plan or the process related thereto.



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- g. LFUCG shall make reasonable efforts to match damage to traffic signalization and other electrical traffic control devices belonging to the Cabinet, but subject to the operation and maintenance responsibility of LFUCG, to a collision identified in a corresponding Kentucky Uniform Police Traffic Collision Report and to the driver or registered owner of a motor vehicle which caused, or contributed to, the collision resulting in the property damage.
  - h. LFUCG shall make reasonable efforts to collect reimbursement for damage to traffic signalization and other electrical traffic control devices belonging to the Cabinet which can be matched to a reported collision and shall apply any proceeds to the installation, repair, or replacement of traffic signalization, operations, and maintenance property belonging to the Cabinet, but subject to the operation and maintenance responsibility of LFUCG.
  - i. LFUCG shall request any write-off of uncollectable property damage cost recovery amounts associated with a collision identified in a Kentucky Uniform Police Traffic Collision Report to the Transportation Cabinet, Office of Legal Services.
  - j. LFUCG shall deliver all damaged poles, signal cabinets and any other recyclable materials, removed as a result of services under this agreement, to the District 7 electrical yard.
6. **Obligations of the Cabinet** - The Cabinet covenants and agrees to undertake the following obligations:
- a. The Cabinet agrees to provide funding, not to exceed \$396,000 for a fiscal year, to the Lexington Fayette Urban County Government, Division of Traffic Engineering, for the purpose of operating and maintaining traffic signals and electrical traffic control devices on the State Primary Road System in Fayette County.
  - b. The Cabinet agrees to install new traffic signals and electrical traffic control devices, approved by the Cabinet, on the State Primary Road System in Fayette County, in accordance with the standards, specifications, and policies of the Cabinet. All new installations made under this agreement shall be property of the Cabinet.
  - c. The Cabinet, after the initial turn on of a new traffic signal or electrical traffic control device installed by the Cabinet, or by a contractor through the encroachment permit process, agrees to delegate the operation and maintenance to LFUCG.
  - d. The Cabinet agrees to provide materials as necessary to repair, maintain, or enhance/modify traffic signals and electrical traffic control devices on the State Primary Road system in Fayette county from the Cabinet's warehouse stock. Enhancements or modifications to existing devices under this contract shall require a request by LFUCG and pre-approval from the Cabinet. The Cabinet will not provide specialized equipment or materials that exceed the Cabinet's specifications. The Cabinet has first right of refusal for State owned equipment removed as a result of work accomplished under this agreement.
  - e. At the discretion of the Cabinet, and upon the written request of LFUCG, specialized materials and major projects, beyond the capabilities of LFUCG, and beyond the scope of the agreement, may be approved and completed by the Cabinet, or as mutually agreed upon by both parties.
  - f. The Cabinet will follow the Cabinet's policies and procedures related to disposal of any scrap metal received from LFUCG.
7. **Mutuality of Obligations** - The Parties agree that the obligations imposed upon them are for the benefits of the parties. Timely fulfillment of each and every obligation in accordance with this memorandum is necessary. The failure of any party to fulfill any of its obligations under this memorandum or the failure of any event to occur by a date established by this memorandum shall constitute a breach of the Agreement unless the fulfillment of such obligation is waived or modified by written Agreement of the parties.
8. **Audits and Inspections** - LFUCG agrees that the Cabinet, the Finance 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 the Agreement for the purpose of financial audit or program review.
9. **Hold Harmless** - LFUCG shall hold harmless the Cabinet, the Commonwealth, its officers, employees, agents and contractors, from any action or claim against those parties resulting from or based upon this Agreement, including but not limited to any liability resulting from discretionary decisions made by LFUCG with regard to traffic signalization, pursuant to the authority transferred to LFUCG by this Agreement.

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**10. Disputes** - Any dispute concerning a question of fact in connection with work performed pursuant to this Agreement that cannot be disposed of by agreement between the parties shall be referred to the Secretary of the Transportation Cabinet of the Commonwealth of Kentucky, or his duly authorized representative, whose decision shall be final. Any dispute concerning a question of law shall be governed by the laws of the Commonwealth of Kentucky. The parties hereto agree that any legal action brought on the basis of this Agreement shall be filed in the Franklin County Circuit Court of the Commonwealth of Kentucky.

### SECTION 3-PRICING

#### **Commodity Line 1:** LFUCG monthly payment to maintain signals in Fayette County

Any funds remaining at the end of the Fiscal Year may be used for material, programming, or equipment purchases, with prior approval of KYTC” to the contract to allow them to purchase traffic items that are not covered under the contract.

The Cabinet shall pay LFUCG, within 30 working days, all approved billings for labor including engineering costs, material, and equipment in the performance of the work as outlined in the Agreement. LFUCG shall submit these billings on a monthly invoice equal to 1/12 of the annual contract amount. Total payments under the Agreement shall not exceed \$396,000 for a fiscal year. If the contract begins or terminates on a date other than the beginning or end of the fiscal year, only billing increments of 1/12 of the total annual contract amount will be considered for payment. No payment will be made for work occurring outside the effective dates of the agreement.

#### **Commodity Line 2:** LUC Signs

Replacing the LUC signs on US 27

Invoices for payment shall be submitted to:

**Department of Highways District 7**  
800 Newtown Court  
P.O. Box 11127  
Lexington, KY 40512-0127

Invoices must be submitted no later than thirty (30) days after completion of the service.

Payment shall be conditioned upon receipt of appropriate, accurate, and acceptable invoices submitted in a timely manner.

The Contractor shall submit monthly invoices that must include at a minimum:

1. Vendor's name and address.
2. SC number.
3. Clearly list dates of service (from and to).
4. Date of Invoice (date invoice is prepared).
5. Total amount due for the current billing cycle.
6. Cumulative total for all invoices to date.
7. Detailed description of services provided.

Invoices that do not contain the requirements above will be rejected and sent back to the Contractor for re-invoicing.

### SECTION 4- KYTC GENERAL TERMS AND CONDITIONS

#### **4.00-Memorandum of Agreement Standard Terms and Conditions**

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The Cabinet has concluded that either state personnel are not available to perform said function, or it would not be feasible to utilize state personnel to perform said function; and the Contractor is available and qualified to perform such function; and for the abovementioned reasons, the state agency desires to avail itself of the services of the Contractor.

#### **4.01-Contract Components and Order of Precedence**

The Commonwealth's acceptance of the Contractor's offer indicated by the issuance of a Contract Award by KYTC and approved by the KYTC Division of Purchases and the Finance and Administration Cabinet shall create a valid Contract between the Parties consisting of the following:

1. This written agreement, all attachments thereto, and any subsequent written amendments to this Agreement; and
2. The Contractor's final written budget or proposal (if applicable).

In the event of any conflict between or among the provisions contained in the Contract, the order of precedence shall be as enumerated above.

#### **4.02-Changes and Modifications to the Contract**

Pursuant to [200 KAR 5:311](#), no modification or change of any provision in the Contract shall be made, or construed to have been made, unless such modification is mutually agreed to in writing by the Contractor and the Commonwealth, and incorporated as a written amendment by the Cabinet prior to the effective date of such modification or change. Modification shall be subject to prior approval from the Secretary of the Finance and Administration Cabinet, or their authorized designee. Memoranda of Understanding, written clarification, and/or correspondence shall not be construed as amendments to the Contract.

If the Contractor finds at any time that existing conditions make modification of the Contract necessary, it shall promptly report such matters to the Buyer identified on page 1 for consideration and decision.

#### **4.03-No Required Use of Contract**

This Contract does not guarantee any minimum use of services. The Cabinet reserves the right to leave all, or any portion, of the contract unused and/or to establish other contracts for additional and/or related services.

The Commonwealth of Kentucky may undertake or award other contracts for additional or related work, services, supplies, or commodities, and the Contractor shall fully cooperate with such other contractors and Commonwealth employees. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Commonwealth employees.

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**MOA/PSC Exception Standard Terms and Conditions  
Revised May 2025**

**Whereas**, the first party, the state agency, has concluded that either state personnel are not available to perform said function, or it would not be feasible to utilize state personnel to perform said function; and

**Whereas**, the second party, the Contractor, is available and qualified to perform such function; and

**Whereas**, for the abovementioned reasons, the state agency desires to avail itself of the services of the second party;

**NOW THEREFORE**, the following terms and conditions are applicable to this contract:

**1.00 Effective Date**

This contract is 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 Legislative Research Commission, Government Contract Review Committee (“LRC”). However, in accordance with KRS 45A.700, contracts in aggregate amounts of \$10,000 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.

KRS 45A.695(7) provides that payments on personal service contracts and memoranda of agreement 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.

The vendor shall be paid, upon the submission of proper invoices to the receiving agency at the prices stipulated for the supplies delivered and accepted, or services rendered. Unless otherwise specified, payment will not be made for partial deliveries accepted. Payments will be made within thirty (30) working days after receipt of goods or a vendor’s invoice in accordance with KRS 45.453 and KRS 45.454.

**2.00 LRC Policies**

**This section does not apply to governmental or quasi-governmental entities.**

Pursuant to KRS 45A.725, LRC has established policies which govern rates payable for certain professional services. These are located on the LRC webpage (<https://apps.legislature.ky.gov/moreinfo/Contracts/homepage.html>) and would impact any contract established under KRS 45A.690 et seq., where applicable.

**3.00 Choice of Law and Forum**

**This section does not apply to governmental or quasi-governmental entities.**

This contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any action brought against the Commonwealth on the contract, including but not limited to actions either for breach of contract or for enforcement of the contract, shall be brought in Franklin Circuit Court, Franklin County, Kentucky in accordance with KRS 45A.245.

**4.00 Cancellation**

Both parties shall have the right to terminate and cancel this contract at any time not to exceed thirty (30) days' written notice served on the Contractor by registered or certified mail.

**5.00 Funding Out Provision**

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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 the Contractor thirty (30) calendar days' written notice of termination of the contract due to lack of available funding.

#### **6.00 Reduction in Contract Worker Hours**

The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional service contracts.

If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the agreement will be reduced by the amount specified in that document. If the contract funding is reduced, then the scope of work related to the contract may also be reduced commensurate with the reduction in funding. This reduction of the scope shall be agreeable to both parties and shall not be considered a breach of contract.

#### **7.00 Authorized to do Business in Kentucky**

**This section does not apply to governmental or quasi-governmental entities.**

The Contractor affirms that it is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state and will remain in good standing to do business in the Commonwealth of Kentucky for the duration of any contract awarded.

The Contractor shall maintain certification of authority to conduct business in the Commonwealth of Kentucky during the term of this contract. Such registration is obtained from the Secretary of State, who will also provide the certification thereof.

#### **Registration with the Secretary of State by a Foreign Entity**

Pursuant to KRS 45A.480(1)(b), an agency, department, office, or political subdivision of the Commonwealth of Kentucky shall not award a state contract to a person that is a foreign entity required by KRS 14A.9-010 to obtain a certificate of authority to transact business in the Commonwealth ("certificate") from the Secretary of State under KRS 14A.9-030 unless the person produces the certificate within fourteen (14) days of the bid or proposal opening. Therefore, foreign entities should submit a copy of their certificate with their solicitation response. If the foreign entity is not required to obtain a certificate as provided in KRS 14A.9-010, the foreign entity should identify the applicable exception in its solicitation response. Foreign entity is defined within KRS 14A.1-070.

**For all foreign entities required to obtain a certificate of authority to transact business in the Commonwealth, if a copy of the certificate is not received by the contracting agency within the time frame identified above, the foreign entity's solicitation response shall be deemed non-responsive or the awarded contract shall be cancelled.**

Businesses can register with the Secretary of State at <https://onestop.ky.gov/Pages/default.aspx>

#### **8.00 Invoices for fees**

**This section does not apply to governmental or quasi-governmental entities.**

The Contractor shall maintain supporting documents to substantiate invoices and shall furnish same if required by state government.

#### **9.00 Travel expenses, if authorized**

**This section does not apply to governmental or quasi-governmental entities.**

The Contractor shall be paid for no travel expenses unless and except as specifically authorized by the specifications of this contract or authorized in advance and in writing by the Commonwealth.

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The Contractor shall maintain supporting documents that substantiate every claim for expenses and shall furnish same if requested by the Commonwealth.

**10.00 Other expenses, if authorized herein**

**This section does not apply to governmental or quasi-governmental entities.**

The Contractor shall be reimbursed for no other expenses of any kind, unless and except as specifically authorized within the specifications of this contract or authorized in advance and in writing by the Commonwealth.

If the reimbursement of such expenses is authorized, the reimbursement shall be only on an out-of-pocket basis. Request for payment of same shall be processed upon receipt from the Contractor of valid, itemized statements submitted periodically for payment at the time any fees are due. The Contractor shall maintain supporting documents that substantiate every claim for expenses and shall furnish same if requested by the Commonwealth.

**11.00 Purchasing and specifications**

**This section does not apply to governmental or quasi-governmental entities.**

The Contractor certifies that he/she will not attempt in any manner to influence any specifications to be restrictive in any way or respect nor will he/she attempt in any way to influence any purchasing of services, commodities or equipment by the Commonwealth of Kentucky. For the purpose of this paragraph and the following paragraph that pertains to conflict-of interest laws and principles, "he/she" is construed to mean "they" if more than one person is involved and if a firm, partnership, corporation, or other organization is involved, then "he/she" is construed to mean any person with an interest therein.

**12.00 Conflict-of-interest laws and principles**

**This section does not apply to governmental or quasi-governmental entities.**

The Contractor certifies that he/she is legally entitled to enter into this contract with the Commonwealth of Kentucky, and by holding and performing this contract, he/she will not be violating either any conflict of interest statute (KRS 45A.330-45A.340, 45A.990, 164.390), or KRS 11A.040 of the executive branch code of ethics, relating to the employment of former public servants.

**13.00 Campaign finance**

**This section does not apply to governmental or quasi-governmental entities.**

The Contractor certifies that neither he/she nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of this contract, has contributed more than the amount specified in KRS 121.056(2), to the campaign of the gubernatorial candidate elected at the election last preceding the date of this contract. The Contractor further swears under the penalty of perjury, as provided by KRS 523.020, that neither he/she nor the company which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the company which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

**14.00 Access to Records**

The state agency certifies that it is in compliance with the provisions of KRS 45A.150, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The Contractor, as defined in KRS 45A.030, 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 agreement for the purpose of financial audit or program review. The Contractor also recognizes that any books,

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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. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

### **15.00 Social security**

**This section does not apply to governmental or quasi-governmental entities.**

The parties are cognizant that the state is not liable for social security contributions, pursuant to 42

U.S. Code, section 418, relative to the compensation of the second party for this contract.

Any exceptions to this stipulation require an attachment or exhibit that explicitly addresses, and provides a basis for, payment of second party's social security contributions by the state, pursuant to 42 U.S. Code, section 418.

### **16.00 Violation of tax and employment laws**

KRS 45A.485 requires the Contractor and all subcontractors performing work under the contract to reveal to the Commonwealth any final determination of a violation by the Contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to corporate and utility tax, sales and use tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively. Disclosure of any violations is required prior to the award of any state contract and throughout the duration the contract.

Failure to disclose violations shall be grounds for the Commonwealth's disqualification of a contractor or subcontractor from eligibility for future state contracts for a period of two (2) years.

To comply with KRS 45A.485, the Contractor and all subcontractors performing work under this contract shall report any such final determination(s) of any violation(s) within the previous five (5) years to the Commonwealth by providing a list of the following information regarding any violation(s): (1) specific KRS violated, (2) date of any final determination of a violation, and (3) state agency which issued the final determination.

A list of any disclosures made prior to award of a contract shall be attached to the contract. The Contractor affirms that it has not violated any of the provisions of the above statutes within the previous five (5) year period, aside from violations explicitly disclosed and attached to this contract. Contractor further affirms that it will (1) communicate the above KRS 45A.485 disclosure requirements to any subcontractors and (2) disclose any subcontractor violations it becomes aware of to the Commonwealth.

### **17.00 Nondiscrimination**

The Equal Employment Opportunity Act of 1978 (the "Act"), KRS 45.560 to 45.640, applies to all State government contracts or subcontracts in an amount exceeding \$500,000. The contractor shall comply with all terms and conditions of the Act.

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age forty (40) and over, disability, veteran status, or national origin or.
- (b) The Contractor shall take affirmative action in regard to employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination rates

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- of pay or other forms of compensation, and selection for training, so as to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, age forty (40) and over, disability, veteran status, and national origin. Such action shall include, but not be limited to the following::
- (c) The Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age forty (40) and over, disability, veteran status, or national origin.
  - (d) The Contractor shall post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of this non-discrimination clause.

The Contractor shall send a notice to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding advising the said labor union or workers' representative of the Contractor's commitments under this nondiscrimination clause.

The Contractor's noncompliance with the nondiscrimination clauses of this contract shall constitute a material breach of the contract.

Each Contractor shall, for the length of the contract or at the point at which the contract is covered by this Act and until its conclusion, furnish such information as required by the Act and any rules, regulations and orders issued pursuant thereto and permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the Cabinet to ascertain compliance with the Act.

This section applies to agreements disbursing federal funds, in whole or part, only when the terms for receiving those funds mandate its inclusion.

### **18.00 Bidder, Offeror, or Contractor Mandatory Representations Compliance with Commonwealth Law**

The contractor represents that, pursuant to [KRS 45A.485](#), they and any subcontractor performing work under the contract will be in continuous compliance with the KRS chapters listed below and have revealed to the Commonwealth any violation determinations within the previous five (5) years:

- [KRS Chapter 136](#) (CORPORATION AND UTILITY TAXES)
- [KRS Chapter 139](#) (SALES AND USE TAXES)
- [KRS Chapter 141](#) (INCOME TAXES)
- [KRS Chapter 337](#) (WAGES AND HOURS)
- [KRS Chapter 338](#) (OCCUPATIONAL SAFETY AND HEALTH OF EMPLOYEES)
- [KRS Chapter 341](#) (UNEMPLOYMENT COMPENSATION)
- [KRS Chapter 342](#) (WORKERS' COMPENSATION)

### **Boycott Provisions**

The contractor represents that, pursuant to [KRS 45A.607](#), they are not currently engaged in, and will not for the duration of the contract engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which Kentucky can enjoy open trade. **Note:** The term Boycott does not include actions taken for bona fide business or economic reasons, or actions specifically required by federal or state law.

### **Lobbying Prohibitions**



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The contractor represents that they, and any subcontractor performing work under the contract, have not violated the agency restrictions contained in [KRS 11A.236](#) during the previous ten (10) years, and pledges to abide by the restrictions set forth in such statute for the duration of the contract awarded.

The contractor further represents that, pursuant to [KRS 45A.328](#), they have not procured an original, subsequent, or similar contract while employing an executive agency lobbyist who was convicted of a crime related to the original, subsequent, or similar contract within five (5) years of the conviction of the lobbyist.

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**Approvals**

This contract is subject to the terms and conditions stated herein. By affixing signatures below, the parties verify that they are authorized to enter into this contract and that they accept and consent to be bound by the terms and conditions stated herein. In addition, the parties agree that (i) electronic approvals may serve as electronic signatures, and (ii) this contract may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single contract.

**1st Party:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**2nd Party:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**Other Party:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**Approved as to form and legality:**

\_\_\_\_\_  
Attorney

RESOLUTION NO. \_\_\_\_\_-2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH THE KENTUCKY TRANSPORTATION CABINET (KYTC), DELEGATING RESPONSIBILITY FOR OPERATION AND MAINTENANCE COSTS FOR TRAFFIC SIGNALS AND ELECTRICAL TRAFFIC CONTROL DEVICES ON THE STATE PRIMARY ROAD SYSTEM IN FAYETTE COUNTY, WHICH SHALL BE REIMBURSED BY KYTC UP TO \$426,000.00.

---

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 renewal agreement, which is attached hereto and incorporated herein by reference, with the Kentucky Transportation Cabinet (KYTC), delegating responsibility for operation and maintenance costs of traffic signals and electronic traffic control devices on the state primary road system in Fayette County, which shall be reimbursed by KYTC up to \$426,000.00.

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

PASSED URBAN COUNTY COUNCIL:

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MAYOR

ATTEST:

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CLERK OF URBAN COUNTY COUNCIL

0622-25:JTH:4917-1364-0526, v. 1

RESOLUTION NO. 332-2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH THE KENTUCKY TRANSPORTATION CABINET (KYTC), DELEGATING RESPONSIBILITY FOR OPERATION AND MAINTENANCE COSTS FOR TRAFFIC SIGNALS AND ELECTRICAL TRAFFIC CONTROL DEVICES ON THE STATE PRIMARY ROAD SYSTEM IN FAYETTE COUNTY, WHICH SHALL BE REIMBURSED BY KYTC UP TO \$426,000.00.

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 renewal agreement, which is attached hereto and incorporated herein by reference, with the Kentucky Transportation Cabinet (KYTC), delegating responsibility for operation and maintenance costs of traffic signals and electronic traffic control devices on the state primary road system in Fayette County, which shall be reimbursed by KYTC up to \$426,000.00.

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

PASSED URBAN COUNTY COUNCIL: July 1, 2025

*Linda Gorton*

MAYOR

ATTEST:

*[Signature]*

CLERK OF URBAN COUNTY COUNCIL

0622-25:JTH:4917-1364-0526, v. 1



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0623-25**

**File ID:** 0623-25

**Type:** Resolution

**Status:** Approved

**Version:** 1

**Contract #:** 184-2025

**In Control:** Urban County Council

**File Created:** 06/13/2025

**File Name:** AUTHORIZATION TO EXECUTE A PURCHASE OF SERVICE AGREEMENT (PSA) WITH JUBILEE JOBS OF LEXINGTON, INC. FOR THE SECOND CHANCE ACADEMY.

**Final Action:** 07/01/2025

**Title:** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a two-year Purchase of Service Agreement with additional renewal options (awarded pursuant to RFP No. 15-2025) with Jubilee Jobs of Lexington, Inc., for the WORK-Lexington Second Chance Academy, at a cost not to exceed \$200,000 (\$100,000 in FY 2026), with future fiscal years contingent upon the appropriation of sufficient funds. [Mayor's Office, Glasscock]

**Notes:** In office 6/26/2025. MS

SAF in the CCO. REturne to Amy Glasscock via IOM 7/2/2025. MS

**Sponsors:**

**Enactment Date:** 07/01/2025

**Attachments:** Blue sheet PSA FY 26 27, PSA WORK - Second Chance Academy, RESO 0623-25 Second Chance Academy PSA 4927-7864-2512 v.1.docx, R-333-2025, 184-2025 - 333-2025 - CONTRACT - 2025 - CLK - Contracts - 7-2-2025

**Enactment Number:** R-333-2025

**Deed #:**

**Hearing Date:**

**Drafter:** Troy Black

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	06/24/2025	Approved and Referred to Docket	Urban County Council	06/26/2025		Pass
1	Urban County Council	06/26/2025	Received First Reading	Urban County Council	07/01/2025		
1	Urban County Council	07/01/2025	Approved				Pass

### Text of Legislative File 0623-25

**Title**

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a two-year Purchase of Service Agreement with additional renewal options (awarded pursuant to RFP No. 15-2025) with Jubilee Jobs of Lexington, Inc., for the WORK-Lexington Second Chance Academy, at a cost not to exceed \$200,000 (\$100,000 in FY 2026), with future fiscal years contingent upon the appropriation of sufficient funds. [Mayor's Office, Glasscock]

**Summary**

Authorization to execute a Purchase of Service Agreement (PSA) with Jubilee Jobs of Lexington, Inc. to administer the WORK-Lexington Second Chance Academy at a cost not to exceed \$200,000 for the period between July 1, 2025 and June 30, 2027. (L0623-25) (Glasscock/Atkins)

Budgetary Implications [select]: Yes

Advance Document Review:

**Law:** { Yes, Completed by [Evan Thompson, 6/13/2025]}

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

Fully Budgeted [select]: Included in FY 26 Budget

Account Number: 1144-136102-1362-78103

This Fiscal Year Impact: \$200,000

Annual Impact:

Project:

Activity:

Budget Reference:

Current Balance: \$400,000



**TO: MAYOR LINDA GORTON  
URBAN COUNTY COUNCIL**

**FROM: AMY GLASSCOCK  
DIRECTOR OF BUISNESS ENGAGEMENT**

**DATE: June 13, 2025**

**RE: AUTHORIZATION TO EXECUTE A PURCHASE OF SERVICE AGREEMENT (PSA) WITH  
JUBILEE JOBS OF LEXINGTON, INC. FOR THE SECOND CHANCE ACADEMY.**

**REQUEST:**

Authorization to execute a Purchase of Service Agreement (PSA) with Jubilee Jobs of Lexington, Inc. for the WORK-Lexington Second Chance Academy at a cost not to exceed \$200,000.

**WHY ARE YOU REQUESTING:**

The WORK-Lexington Second Chance Academy successfully concluded its two-year pilot program in 2025 at the Fayette County Detention Center. This initiative was carried out in partnership with Jubilee Jobs of Lexington.

The Second Chance Academy delivers a structured seven-week curriculum to a minimum of 100 incarcerated individuals annually at the Fayette County Detention Center. Following their release, participants continue to receive employment assistance and supportive services for up to one year to help address and overcome barriers to employment.

This request seeks authorization to execute a Purchase of Services Agreement (PSA) with Jubilee Jobs of Lexington, Inc., in the amount of \$200,000—allocating \$100,000 for Fiscal Year 2026 and \$100,000 for Fiscal Year 2027. The agreement includes an option to renew for up to two additional one-year terms, contingent upon the availability of funding and satisfactory performance by the service provider.

LFUCG may terminate this agreement for any reason whatsoever by providing Jubilee Jobs of Lexington, Inc. with at least thirty (30) days advance written notice. They shall be entitled for payment of all work performed up to that period of time, calculated on a reasonable basis. In the event of a termination based upon a material condition of non-performance or default, LFUCG shall provide them advance written notice and a reasonable period of time to cure the breach. Jubilee Jobs of Lexington may only terminate this Agreement based upon LFUCG's failure to timely pay for properly invoiced and accepted work and shall provide LFUCG with at least thirty (30) days advance written notice and an opportunity to cure prior to termination.



**WHAT IS THE COST IN THIS BUDGET YEAR AND FUTURE BUDGET YEARS?**

The cost for FY2026 is: \$100,000

The cost for future FY is: \$100,000

**ARE THE FUNDS BUDGETED:** Yes

**DIRECTOR/COMMISSIONER:** Amy Glasscock/Kevin Atkins





## **PURCHASE OF SERVICE AGREEMENT**

THIS PURCHASE OF SERVICE AGREEMENT, made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_ 2025, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the COMMONWEALTH OF KENTUCKY created pursuant to KRS Chapter 67A ("LFUCG"), 200 East Main Street, Lexington, Kentucky 40507, and **JUBILEE JOBS OF LEXINGTON, INC.**, a Kentucky nonprofit corporation, ("Organization") with offices located at 535 W Second St., Ste. 205, Lexington, Kentucky 40508.

### **WITNESSETH**

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth herein, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

- 1. EFFECTIVE DATE; TERM.** This Agreement shall commence on July 1, 2025 and shall last until June 30, 2027, unless terminated by LFUCG at an earlier time. Subject to the budgeting of funds in future years and the Organization's satisfactory performance in the initial term as determined by the Economic Development Investment Board, this Agreement shall be automatically renewed for up to two (2) additional terms of one (1) year each, unless LFUCG provides advance written notice that it does not wish to exercise the option to renew.
- 2. RELATED DOCUMENTS.** This Agreement shall consist of the terms 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" – Scope of Work
  - b. Exhibit "B" – RFP # 15-2025
  - c. Exhibit "C" – Organization's Response to RFP # 15-2025
  - d. Exhibit "D" – Reporting Requirements

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", "B", "C" and "D" in that order.

- 3. SCOPE OF SERVICES.** Organization shall perform the services outlined in the attached Exhibit "A" – Scope of Work for LFUCG in a timely, workmanlike and professional manner (the "Services").
- 4. PAYMENT.** LFUCG shall pay Organization a total amount not to exceed One Hundred Thousand Dollars and Zero Cents (\$100,000.00) the first year of the Agreement,

and a total not to exceed One Hundred Thousand Dollars and Zero Cents (\$100,000.00) in the second year of the Agreement for the performance of the Services (collectively "the Funds"). The Funds shall be subject to and contingent upon the final approval by the Urban County Council of the Lexington-Fayette Urban County Government's Fiscal Year 2026 budget. The renewal amount for each additional one (1) year term shall not exceed One Hundred Thousand Dollars and Zero Cents (\$100,000.00) and shall be subject to and contingent upon future approval by the Urban County Council. The Organization understands that the LFUCG expects Organization to use the Funds to perform the Services for the number of individuals provided in Exhibit B each year. If the Organization fails to perform the required Services for the required number of individuals, on or before June 30, 2026, then the LFUCG shall issue a pro-rata reduction of the Funds for the second twelve (12) month period of the Agreement. That pro-rata reduction shall reflect the actual number of individuals who received the required Services for the previous (12) month period. Payments shall be made monthly for expenditures the Organization actually incurred, only after receipt of monthly invoices.

a. LFUCG shall make payment under this Agreement upon timely submission of an invoice(s) from Organization specifying that the Services have been performed, accompanied by data satisfactory to LFUCG to document entitlement to payment for the Services performed to date. LFUCG shall have thirty (30) days from the date of receipt of an approved invoice to pay the invoice amount. LFUCG reserves the right to refuse payment if it is determined by LFUCG that the Services performed or materials provided for the Services are inadequate or defective.

b. LFUCG also reserves the right to reject any invoice submitted for services more than sixty (60) days after the services were rendered.

**5. TERMINATION.** LFUCG, through the Mayor or the Mayor's designee, may terminate this Agreement for any reason whatsoever by providing Organization with at least thirty (30) days advance written notice. Organization shall be entitled for payment of all work performed up to that period of time, calculated on a reasonable basis.

a. In the event of a termination based upon a material condition of non-performance or default by Organization, LFUCG shall provide Organization advance written notice and a reasonable period of time to cure the breach.

b. Organization may only terminate this Agreement based upon LFUCG's failure to timely pay for properly invoiced and accepted work. Organization shall provide LFUCG with at least thirty (30) days advance written notice and an opportunity to cure prior to termination.

c. Organization acknowledges that LFUCG is a governmental entity, and that the validity of this Agreement is based upon the availability of appropriated funding. In the event that such funding is not appropriated in a future fiscal year, LFUCG's obligations

under this Agreement shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Organization. LFUCG shall exercise any application of this provision in good faith.

**6. REPORTING.** Organization shall provide LFUCG with quarterly reports and updates related to the provisions of the Services in the form and manner reasonably specified by LFUCG. In addition to any reporting required by the American Rescue Plan Act of 2021, the Organization shall provide the information requested in Exhibit D, as well as any other information requested by the LFUCG, quarterly to the Mayor's Office of Economic Development. All quarterly reports shall be due by the fifth (5<sup>th</sup>) day of January, April, July, and October of each year.

**7. SUBCONTRACTING.** If Organization contracts with a subcontractor for the performance of this Agreement, Organization shall provide copies of those contracts to LFUCG.

**8. REGISTRATION; COMPLIANCE; AUTHORITY TO SIGN.** Organization shall be lawfully registered or authorized to do business in the Commonwealth of Kentucky and Lexington-Fayette County and shall at all times comply with any and all applicable federal, state, and local laws, ordinances, and regulations. LFUCG may request proof that Organization has timely filed federal, state, or local tax forms which shall be provided by Organization on a timely basis. The person signing this Agreement on behalf of Organization is fully authorized to do so.

**9. INSURANCE; INDEMNITY.**

The Risk Management, Insurance, and Indemnification provisions from Exhibit B shall be incorporated into this Agreement as if fully stated. The Organization agrees that it has read and understands said provisions prior to the execution of this Agreement.

**10. RECORDS.** Organization shall keep and make available to LFUCG any records related to this Agreement as are necessary to support its performance of the services for a period of at least five (5) years following the expiration or termination of this Agreement, or as otherwise required depending upon the source of funds. Books of accounts shall be kept by Organization and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of Organization related to this Agreement and shall be made available to LFUCG upon request.

a. LFUCG shall be the owner of all final documents, data, studies, plans, reports, and information prepared by Organization under this Agreement.

b. Organization understands and agrees that this Agreement and any related documents may be subject to disclosure under the Kentucky Open Records Act and will comply with any reasonable request by LFUCG to provide assistance with such a request.

**11. ACCESS.** Organization shall allow LFUCG any necessary reasonable access to monitor its performance under this Agreement.

**12. CONTRACTUAL RELATIONSHIP ONLY.** 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.

**13. EQUAL OPPORTUNITY; FAIRNESS ORDINANCE.** 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.

**14. SEXUAL HARASSMENT.** Organization must adopt or have adopted 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 made available to LFUCG upon request.

**15. ANNUAL AUDIT.** Organization shall comply with the audit requirements of 200 CFR Part 200, Subpart F, if applicable. LFUCG shall also have the option to request an audit of all revenue and expenditures related to this Agreement. If such an audit is requested by LFUCG, the audit shall be conducted by independent certified public accountants at Organization's expense, 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. For any audit performed, including a 200 CFR Part 200 audit, a copy of the audit, or clean audit opinion letter from an independent certified public accountant, shall be submitted to LFUCG upon request.

**16. INVESTMENT.** Any investment of the funds received pursuant to this Agreement must fully comply with any restrictions imposed by law.

**17. NO ASSIGNMENT.** Organization may not assign any of its rights and duties under this Agreement without the prior written consent of LFUCG.

**18. NO THIRD PARTY RIGHTS.** This Agreement does not create a contractual relationship with or right of action in favor of a third party against either Organization or LFUCG.

**19. KENTUCKY LAW AND VENUE.** 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.

**20. AMENDMENTS.** By mutual agreement, the parties to this Agreement may, from time to time, make written changes to any provision hereof. Organization acknowledges that LFUCG may make such changes only upon approval of its legislative authority, the Lexington-Fayette Urban County Council, and the signature of its Mayor.

**21. NOTICE.** Any written notice required by the Agreement shall be delivered by certified mail, return receipt requested, to the following:

For Organization:

Jubilee Jobs of Lexington  
Attn: Mason King  
535 W Second St., Ste. 205 Lexington, KY 40508

For Government:

Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, Kentucky 40507  
Attn: Director of Business Engagement

**22. WAIVER.** 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.

**23. ENTIRE AGREEMENT.** This Agreement shall constitute the entire agreement between the parties and no representations, inducements, promises or agreements, oral or otherwise, which are not embodied herein shall be effective for any purpose. This Agreement shall replace any previous agreement between the parties on the same subject matter.

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:

\_\_\_\_\_  
Clerk of the Urban County Council

JUBILEE JOBS OF LEXINGTON, INC.

BY: \_\_\_\_\_  
ITS: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
WITNESS: \_\_\_\_\_  
DATE: \_\_\_\_\_

## **EXHIBIT "A"**

Lexington/Fayette Urban County Government  
Addendum for Services  
Jubilee Jobs of Lexington, Inc.

### **SCOPE OF WORK**

Services provided by the successful proposer, under the direction of the LFUCG Director of Business Engagement and on behalf of LFUCG, will be performed under the brand of WORK-Lexington Second Chance Academy and will include, but are not necessarily limited to the following categories:

1. Incorporate a program referral process and form.
2. Managing the program referral sources.
3. Assist no less than 100 participants per year to improve their essential employability skills as they prepare for employment.
4. Identify participants barriers to employment and assist with resources for these barriers.
5. Determining the eligibility criteria to be admitted into the program.
6. Implement a seven (7) week life and professional development skills curriculum for the inmates of the Fayette County Detention Center.
7. Provide case management services to participants enrolled in the program and continue for up to one year upon completion of the Second Chance Academy.
8. Communicate with all LFUCG Departments involved in the program.
9. Approve any allowable supportive service requests from program participants.
10. Tracking the program budget.
11. Tracking the outcomes of the program participants.
  - Required outcomes are as follows:
    - Seventy-five percent (75%) of the total participants being served by provider must reside or work in Fayette County.
    - Sixty-five percent (65%) completion rate of the total participants in the Second Chance Academy.

- Sixty-five percent (65%) of total participants that complete the Second Chance Academy must be employed by the second quarter after completion of the training program.
12. Creating reports that discuss and demonstrate the program outcomes.
  13. Aiding in the marketing of the program.
  14. Working with internal and external partners to ensure the participants' success.
  15. Matching the program participant with the applicable training (certification/licensure, etc.).
  16. Identify training opportunities and assist the program participant in enrolling in career/job training.
  17. Approving the tuition cost of the certification/licensure program (if applicable).
  18. Working with the certification/licensure entity on a training schedule if person is working while enrolled in training.
  19. Communicating with all parties involved to ensure the participant's success.
  20. Connection to wrap around and other supportive services for the participant.
  21. Work with the WORK-Lexington Coordinator to assess participants' barriers and needs.
  22. Identify and build relationships with employers that will hire the program participants upon completion of the Second Chance Academy.
  23. Any other service described in Exhibit B, to the extent the service is not listed above.

Failure to meet the above outcomes, as well as those contained in Exhibit B and C, may result in intervention by Chief Development Officer, reduced grant sums in the second year of the Agreement, termination, legal action, and may also have a significant impact on decisions regarding future grants with LFUCG.



## **EXHIBIT "D"**

Lexington/Fayette Urban County Government  
Addendum for Services  
Jubilee Jobs of Lexington, Inc.

### **REPORTING REQUIREMENTS**

Required Reporting to LFUCG:

- Report the name, county of residence, employment status of participants enrolled in to the program beginning July 1, 2025.
- Provide the name, date of completion, and copy of certificate of completion for each participant in the program.
- Provide the employer name and earnings of participants from the date of enrollment to the date of hire with the goal being no less than \$12 per hour.
- Evidence that Organization contacted two (2) employers current or new each week to ensure there are extensive employment opportunities available to the participants based on their needs, interests, and skills.
- Track all participants, employment, and rate of pay for a period of one year after initial placement into employment.
- Contact all participants no less than one time per quarter for one year from employment start date.

4926-5350-1260, v. 1

RESOLUTION NO. \_\_\_\_ - 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A TWO-YEAR PURCHASE OF SERVICE AGREEMENT WITH ADDITIONAL RENEWAL OPTIONS (AWARDED PURSUANT TO RFP NO. 15-2025) WITH JUBILEE JOBS OF LEXINGTON, INC., FOR THE WORK-LEXINGTON SECOND CHANCE ACADEMY, AT A COST NOT TO EXCEED \$200,000 (\$100,000 IN FY 2026), WITH FUTURE FISCAL YEARS CONTINGENT UPON THE APPROPRIATION OF SUFFICIENT 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 two-year Purchase of Service Agreement with additional renewal options (awarded pursuant to RFP No. 15-2025), which is attached hereto and incorporated herein by reference, with Jubilee Jobs of Lexington, Inc., for the WORK-Lexington Second Chance Academy.

Section 2 – That an amount, not to exceed the sum of \$200,000.00 (\$100,000.00 in FY 2026), be and hereby is approved for payment to Jubilee Jobs of Lexington, Inc., from account #1144-136102-78103, with future fiscal years contingent upon the appropriation of sufficient funds.

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

0623-25:TAH:4927-7864-2512, v. 1

RESOLUTION NO. 333 - 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A TWO-YEAR PURCHASE OF SERVICE AGREEMENT WITH ADDITIONAL RENEWAL OPTIONS (AWARDED PURSUANT TO RFP NO. 15-2025) WITH JUBILEE JOBS OF LEXINGTON, INC., FOR THE WORK-LEXINGTON SECOND CHANCE ACADEMY, AT A COST NOT TO EXCEED \$200,000 (\$100,000 IN FY 2026), WITH FUTURE FISCAL YEARS CONTINGENT UPON THE APPROPRIATION OF SUFFICIENT 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 two-year Purchase of Service Agreement with additional renewal options (awarded pursuant to RFP No. 15-2025), which is attached hereto and incorporated herein by reference, with Jubilee Jobs of Lexington, Inc., for the WORK-Lexington Second Chance Academy.

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

PASSED URBAN COUNTY COUNCIL: July 1, 2025

*Linda Gorton*

\_\_\_\_\_  
MAYOR

ATTEST:  
*[Signature]*  
\_\_\_\_\_  
CLERK OF URBAN COUNTY COUNCIL  
0623-25:TAH:4927-7864-2512, v. 1

**PURCHASE OF SERVICE AGREEMENT**

THIS PURCHASE OF SERVICE AGREEMENT, made and entered into on the 2nd day of July 2025, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the COMMONWEALTH OF KENTUCKY created pursuant to KRS Chapter 67A ("LFUCG"), 200 East Main Street, Lexington, Kentucky 40507, and **JUBILEE JOBS OF LEXINGTON, INC.**, a Kentucky nonprofit corporation, ("Organization") with offices located at 535 W Second St., Ste. 205, Lexington, Kentucky 40508.

**WITNESSETH**

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth herein, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

**1. EFFECTIVE DATE; TERM.** This Agreement shall commence on July 1, 2025 and shall last until June 30, 2027, unless terminated by LFUCG at an earlier time. Subject to the budgeting of funds in future years and the Organization's satisfactory performance in the initial term as determined by the Economic Development Investment Board, this Agreement shall be automatically renewed for up to two (2) additional terms of one (1) year each, unless LFUCG provides advance written notice that it does not wish to exercise the option to renew.

**2. RELATED DOCUMENTS.** This Agreement shall consist of the terms 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" – Scope of Work
- b. Exhibit "B" – RFP # 15-2025
- c. Exhibit "C" – Organization's Response to RFP # 15-2025
- d. Exhibit "D" – Reporting Requirements

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", "B", "C" and "D" in that order.

**3. SCOPE OF SERVICES.** Organization shall perform the services outlined in the attached Exhibit "A" – Scope of Work for LFUCG in a timely, workmanlike and professional manner (the "Services").

**4. PAYMENT.** LFUCG shall pay Organization a total amount not to exceed One Hundred Thousand Dollars and Zero Cents (\$100,000.00) the first year of the Agreement,

and a total not to exceed One Hundred Thousand Dollars and Zero Cents (\$100,000.00) in the second year of the Agreement for the performance of the Services (collectively "the Funds"). The Funds shall be subject to and contingent upon the final approval by the Urban County Council of the Lexington-Fayette Urban County Government's Fiscal Year 2026 budget. The renewal amount for each additional one (1) year term shall not exceed One Hundred Thousand Dollars and Zero Cents (\$100,000.00) and shall be subject to and contingent upon future approval by the Urban County Council. The Organization understands that the LFUCG expects Organization to use the Funds to perform the Services for the number of individuals provided in Exhibit B each year. If the Organization fails to perform the required Services for the required number of individuals, on or before June 30, 2026, then the LFUCG shall issue a pro-rata reduction of the Funds for the second twelve (12) month period of the Agreement. That pro-rata reduction shall reflect the actual number of individuals who received the required Services for the previous (12) month period. Payments shall be made monthly for expenditures the Organization actually incurred, only after receipt of monthly invoices.

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c. Organization acknowledges that LFUCG is a governmental entity, and that the validity of this Agreement is based upon the availability of appropriated funding. In the event that such funding is not appropriated in a future fiscal year, LFUCG's obligations

under this Agreement shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Organization. LFUCG shall exercise any application of this provision in good faith.

**6. REPORTING.** Organization shall provide LFUCG with quarterly reports and updates related to the provisions of the Services in the form and manner reasonably specified by LFUCG. In addition to any reporting required by the American Rescue Plan Act of 2021, the Organization shall provide the information requested in Exhibit D, as well as any other information requested by the LFUCG, quarterly to the Mayor's Office of Economic Development. All quarterly reports shall be due by the fifth (5<sup>th</sup>) day of January, April, July, and October of each year.

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**16. INVESTMENT.** Any investment of the funds received pursuant to this Agreement must fully comply with any restrictions imposed by law.

**17. NO ASSIGNMENT.** Organization may not assign any of its rights and duties under this Agreement without the prior written consent of LFUCG.

**18. NO THIRD PARTY RIGHTS.** This Agreement does not create a contractual relationship with or right of action in favor of a third party against either Organization or LFUCG.

**19. KENTUCKY LAW AND VENUE.** 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.

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For Organization:

Jubilee Jobs of Lexington  
Attn: Mason King  
535 W Second St., Ste. 205 Lexington, KY 40508

For Government:

Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, Kentucky 40507  
Attn: Director of Business Engagement

**22. WAIVER.** 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.

**23. ENTIRE AGREEMENT.** This Agreement shall constitute the entire agreement between the parties and no representations, inducements, promises or agreements, oral or otherwise, which are not embodied herein shall be effective for any purpose. This Agreement shall replace any previous agreement between the parties on the same subject matter.



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:  
*MaKenzie Stock*  
Clerk of the Urban County Council

*Deputy*

JUBILEE JOBS OF LEXINGTON, INC.

BY: *Pat D. Bam*  
ITS: *Board Chair*

ATTEST:  
*[Signature]*  
WITNESS: MASON KING  
DATE: June 23, 2025



## **EXHIBIT "A"**

Lexington/Fayette Urban County Government  
Addendum for Services  
Jubilee Jobs of Lexington, Inc.

### **SCOPE OF WORK**

Services provided by the successful proposer, under the direction of the LFUCG Director of Business Engagement and on behalf of LFUCG, will be performed under the brand of WORK-Lexington Second Chance Academy and will include, but are not necessarily limited to the following categories:

1. Incorporate a program referral process and form.
2. Managing the program referral sources.
3. Assist no less than 100 participants per year to improve their essential employability skills as they prepare for employment.
4. Identify participants barriers to employment and assist with resources for these barriers.
5. Determining the eligibility criteria to be admitted into the program.
6. Implement a seven (7) week life and professional development skills curriculum for the inmates of the Fayette County Detention Center.
7. Provide case management services to participants enrolled in the program and continue for up to one year upon completion of the Second Chance Academy.
8. Communicate with all LFUCG Departments involved in the program.
9. Approve any allowable supportive service requests from program participants.
10. Tracking the program budget.
11. Tracking the outcomes of the program participants.
  - Required outcomes are as follows:
    - Seventy-five percent (75%) of the total participants being served by provider must reside or work in Fayette County.
    - Sixty-five percent (65%) completion rate of the total participants in the Second Chance Academy.

- Sixty-five percent (65%) of total participants that complete the Second Chance Academy must be employed by the second quarter after completion of the training program.
12. Creating reports that discuss and demonstrate the program outcomes.
  13. Aiding in the marketing of the program.
  14. Working with internal and external partners to ensure the participants' success.
  15. Matching the program participant with the applicable training (certification/licensure, etc.).
  16. Identify training opportunities and assist the program participant in enrolling in career/job training.
  17. Approving the tuition cost of the certification/licensure program (if applicable).
  18. Working with the certification/licensure entity on a training schedule if person is working while enrolled in training.
  19. Communicating with all parties involved to ensure the participant's success.
  20. Connection to wrap around and other supportive services for the participant.
  21. Work with the WORK-Lexington Coordinator to assess participants' barriers and needs.
  22. Identify and build relationships with employers that will hire the program participants upon completion of the Second Chance Academy.
  23. Any other service described in Exhibit B, to the extent the service is not listed above.

Failure to meet the above outcomes, as well as those contained in Exhibit B and C, may result in intervention by Chief Development Officer, reduced grant sums in the second year of the Agreement, termination, legal action, and may also have a significant impact on decisions regarding future grants with LFUCG.

**EXHIBIT "D"**

Lexington/Fayette Urban County Government  
Addendum for Services  
Jubilee Jobs of Lexington, Inc.

**REPORTING REQUIREMENTS**

## Required Reporting to LFUCG:

- Report the name, county of residence, employment status of participants enrolled in to the program beginning July 1, 2025.
- Provide the name, date of completion, and copy of certificate of completion for each participant in the program.
- Provide the employer name and earnings of participants from the date of enrollment to the date of hire with the goal being no less than \$12 per hour.
- Evidence that Organization contacted two (2) employers current or new each week to ensure there are extensive employment opportunities available to the participants based on their needs, interests, and skills.
- Track all participants, employment, and rate of pay for a period of one year after initial placement into employment.
- Contact all participants no less than one time per quarter for one year from employment start date.



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0625-25**

**File ID:** 0625-25

**Type:** Resolution

**Status:** Approved

**Version:** 1

**Contract #:** 182-2025

**In Control:** Urban County Council

**File Created:** 06/17/2025

**File Name:** LexArts PSA FY2026

**Final Action:** 07/01/2025

**Title:** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Purchase of Service Agreement with LexArts, Inc., for various services relating to providing support to the arts community and community at-large, at a cost not to exceed \$400,000. [Office of Chief Administrative Officer, Hamilton]

**Notes:** rio 6/24/2025. MS

SAF in the CCO. Returned to Jennifer via IOM 7/2/2025. MS

**Sponsors:**

**Enactment Date:** 07/01/2025

**Attachments:** Bluesheet Memo\_LexArts, LexArts PSA FY 2026 (Final2), RESO 0625-25 LexArts PSA 4912-3854-7024 v.1.docx, R-334-2025, 182-2025 - 334-2025 - CONTRACT - 2025 - CLK - Contracts - 7-2-2025

**Enactment Number:** R-334-2025

**Deed #:**

**Hearing Date:**

**Drafter:** Jennifer Sutton

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	06/24/2025	Approved and Referred to Docket	Urban County Council	06/26/2025		Pass
1	Urban County Council	06/26/2025	Received First Reading	Urban County Council	07/01/2025		
1	Urban County Council	07/01/2025	Approved				Pass

### Text of Legislative File 0625-25

#### Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Purchase of Service Agreement with LexArts, Inc., for various services relating to providing support to the arts community and community at-large, at a cost not to exceed \$400,000. [Office of Chief Administrative Officer, Hamilton]

**Summary**

Authorization to approve a Purchase of Service Agreement with LexArts, to provide \$400,000 in funding for General Operating Support I (GOS I) and General Operating Support II (GOS II) organizations. The term begins on July 1, 2025 for a period of twelve months. Funds are Budgeted. (L0625-25)(Sutton/Hamilton)

Budgetary Implications [select]: Yes

Advance Document Review:

**Law:** { Select [Yes]/No, Completed by [Tiffany Holsky, 6/17/25]}

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

Fully Budgeted [select]: Included in FY 26 Budget

Account Number: 1101-900109-0001-71101

This Fiscal Year Impact: \$400,000

Annual Impact: \$

Project:

Activity:

Budget Reference:

Current Balance: FY 26 \$400,000.00



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

**FROM:** Jennifer Sutton  
Administrative Officer, Sr  
Office of the Chief Administrative Officer

**DATE:** June 12<sup>th</sup>, 2025

**SUBJECT:** Purchase of Service Agreement with LexArts for FY26

---

**Request:**

Approval of a Purchase of Service Agreement with LexArts, to provide \$400,000 in funding for General Operating Support I (GOS I) and General Operating Support II (GOS II) organizations. The term begins on July 1, 2025 for a period of twelve months.

**Purpose:**

LexArts operates as the Official Local Arts Agency for the city of Lexington, providing funding and direct service and programs that support the artists, arts organizations and engagement in our community. LexArts supports Lexington artists and arts, provides technical assistance and resources to artists and arts organizations, operates ArtsPlace at low/no cost for mission-specific usage, and facilitates an annual Fund for the Arts campaign to raise funds for allocations, operations, and direct programming and initiatives. LFUCG allocated \$400,000 in the FY 26 budget for LexArts' operating and impact (including grant allocation) expenses. The funds will be disbursed quarterly in the amount of \$100,000 per quarter upon receipt of a quarterly report as detailed in the PSA.

The term of the agreement is for a period of one year. LFUCG may terminate this Agreement for any reason whatsoever by providing LexArts with at least thirty (30) days advance written notice. LexArts shall be entitled for payment of all work performed up to that period, calculated on a reasonable basis.

**Budgetary Implication:**

The cost for this FY26 is: \$400,000  
Funds are budgeted.  
Account number: 1101-900109-0001-71101

**File Number:** 0625-25

Sutton/Hamilton



## PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT, made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_ 2025, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the COMMONWEALTH OF KENTUCKY created pursuant to KRS Chapter 67A (“LFUCG”), 200 East Main Street, Lexington, Kentucky 40507, and **LEXARTS, INC.** (“LexArts”), with offices located at 161 North Mill Street, Lexington, Kentucky 40507, with an effective date of July 1, 2025.

### WITNESSETH

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth herein, the receipt and sufficiency of which are acknowledged, the LFUCG and LexArts hereby agree as follows:

1. **TERM.** This Agreement shall commence on July 1, 2025, and continuing for a period of twelve (12) months from that date unless within that period Government gives LexArts 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 LexArts.
2. **SCOPE OF SERVICES.** LexArts shall perform the services outlined in the attached Exhibit “A” – Addendum for Services for LFUCG in a timely, workmanlike and professional manner (the “Services”).
3. **PAYMENT.** LFUCG shall pay LexArts a total amount not to exceed Four Hundred Thousand Dollars (\$400,000.00), which shall be payable in quarterly installments of One Hundred Thousand Dollars (\$100,000.00). The funds are limited to being used for payment to General Operating Support I (“GOS I”) and General Operating Support II (“GOS II”) organizations and may not be spent by LexArts for any other purpose without the prior written consent of LFUCG.
  - a. The first disbursement of \$100,000.00 will be distributed to LexArts upon LFUCG’s receipt of a signed copy of this Agreement and LFUCG’s receipt of the LexArts FY 24 audit.
  - b. LFUCG shall make subsequent disbursements under this Agreement upon receipt of timely submissions of quarterly invoices and Quarterly Report forms from LexArts, specifying the Services have been performed, and accompanied by data satisfactory to LFUCG to document GOS I and GOS II organizations have received timely payments from LexArts **per the payment timeline outlined in grant management letters**. LFUCG shall have thirty (30) days from the date of receipt of the Quarterly Report form and quarterly invoice to pay the disbursement. LFUCG reserves the right to refuse payment if it is determined by LFUCG that the Services performed or materials provided for the Services are inadequate or defective.



- c. LFUCG also reserves the right to reject any invoice submitted for services more than sixty (60) days after the services were rendered.

**4. TERMINATION.** LFUCG, through the Mayor or the Mayor's designee, may terminate this Agreement for any reason whatsoever by providing LexArts with at least thirty (30) days advance written notice. LexArts shall be entitled for payment of all work performed up to that period of time, calculated on a reasonable basis.

- a. In the event of a termination based upon a material condition of non-performance or default by LexArts, LFUCG shall provide LexArts advance written notice and a reasonable period of time to cure the breach.
- b. LexArts may only terminate this Agreement based upon LFUCG's failure to timely pay for properly invoiced and accepted work. LexArts shall provide LFUCG with at least thirty (30) days advance written notice and an opportunity to cure prior to termination.
- c. LexArts acknowledges that LFUCG is a governmental entity, and that the validity of this Agreement is based upon the availability of appropriated funding. In the event such funding is not appropriated in a future fiscal year, LFUCG's obligations under this Agreement shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to LexArts. LFUCG shall exercise any application of this provision in good faith.

**5. REPORTING.** LexArts shall complete and return to LFUCG Quarterly Report forms and required documentation, as provided by the Director of Arts & Cultural Affairs in Exhibit B, on the following dates: October 15, 2025; January 15, 2026; April 15, 2026; and July 15, 2026. By submitting the Quarterly Report forms and any additional forms and documentation reasonably required therewith, LexArts verifies and affirms that all information submitted is true, accurate, and complete to the best of its knowledge. The Quarterly Report forms shall be submitted to LFUCG electronically, unless otherwise requested by LFUCG. Report forms will be provided to and monitored by the Urban County Council. In addition, if requested by LFUCG, LexArts shall be required to present an in-person presentation and progress report as to its activities annually, or as additionally required, before the Urban County Council. This may require in-person presentations or appearances by LexArts at Urban County Council Committee meetings or Urban County Council meetings, at LFUCG's discretion.

- a. LexArts must provide LFUCG with copies of the grant management letters provided to all GOS I and GOS II organizations to be awarded a grant. Each letter must disclose payment timeline for grant payments to organizations.
- b. At the beginning of FY26, one comprehensive schedule of grant payments to be made in FY26, with recipient contact information, shall be provided to LFUCG.
- c. LexArts must submit a report of grant payments made, along with copies of checks, paid to each GOS I and GOS II grant recipient each quarter.

**6. REGISTRATION; COMPLIANCE; AUTHORITY TO SIGN.** LexArts shall be lawfully registered or authorized to do business in the Commonwealth of Kentucky and Lexington-Fayette County and shall at all times comply with any and all applicable federal, state, and local laws, ordinances, and regulations. LFUCG may request proof that LexArts has timely filed federal, state, or local tax forms which shall be provided by LexArts on a timely basis. The person signing this Agreement on behalf of LexArts is fully authorized to do so.

**7. INDEMNITY.** LexArts shall indemnify, defend, and hold harmless Government, its officers, agents and employees against any claim or liability arising from and based on LexArts' violation of any such laws, ordinances or regulations. This provision shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Agreement. LexArts understands that LFUCG is a political subdivision of the Commonwealth of Kentucky and acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend LexArts in any manner.

**8. INSURANCE.** LexArts shall maintain, for the duration of this Agreement, appropriate insurance coverage through a company with an A.M. Best rating of "A" or better as follows:

- a. Commercial General Liability (CGL) insurance written with the minimum amount of \$1,000,000.00 per occurrence with an aggregate of not less than \$2,000,000.00.
- b. Automobile Liability insurance with the minimum amount of \$1,000,000.00 per occurrence only if LexArts utilizes automobiles in the performance of this Agreement
- c. Workers Compensation insurance within the statutory limits
- d. Employers' Liability insurance written with the minimum amount of \$100,000.00.
- e. Excess/Umbrella Liability insurance with the minimum amount of \$1,000,000.00 per occurrence
- f. Professional (E&O) Liability with the minimum amount of \$1,000,000.00 per claim

**9. RECORDS.** LexArts shall keep and make available to LFUCG any records related to this Agreement as are necessary to support its performance of the services for a period of at least five (5) years following the expiration or termination of this Agreement, or as otherwise required depending upon the source of funds. Books of accounts shall be kept by LexArts and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of LexArts related to this Agreement and shall be made available to LFUCG upon request.

- a. LFUCG shall be the owner of all final documents, data, studies, plans, reports, and information prepared by LexArts under this Agreement.

- b. LexArts understands and agrees that this Agreement and any related documents may be subject to disclosure under the Kentucky Open Records Act and will comply with any reasonable request by LFUCG to provide assistance with such a request.

**10. ACCESS.** LexArts shall allow LFUCG any necessary reasonable access to monitor its performance under this Agreement.

**11. CONTRACTUAL RELATIONSHIP ONLY.** 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.

**12. EQUAL OPPORTUNITY; FAIRNESS ORDINANCE.** LexArts 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. LexArts 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.

**13. SEXUAL HARASSMENT.** LexArts must adopt or have adopted 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 LexArts conducts business. The policy shall be made available to LFUCG upon request.

**14. ANNUAL AUDIT.** LexArts 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 LFUCG each year of the Agreement.

**15. INVESTMENT.** Any investment of the funds received pursuant to this Agreement must fully comply with any restrictions imposed by law.

**16. NO ASSIGNMENT; NO THIRD PARTY RIGHTS.** LexArts may not assign any of its rights and duties under this Agreement without the prior written consent of LFUCG. This Agreement does not create a contractual relationship with or right of action in favor of a third party against either LexArts or LFUCG.

**17. KENTUCKY LAW AND VENUE.** 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.

**18. NOTICE.** Any written notice required by the Agreement shall be delivered by certified mail, return receipt requested, to the following:

For LexArts:

LexArts, Inc.  
161 North Mill Street  
Lexington, Kentucky 40507  
Attn: Ame Sweetall, President & Chief Executive Officer  
(or as otherwise designated in writing by LexArts)

For Government:

Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, Kentucky 40507  
Attn: Heather Lyons, Director, Arts & Cultural Affairs, Mayor's Office

**19. WAIVER.** 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.

**20. ENTIRE AGREEMENT; AMENDMENTS.** This Agreement shall constitute the entire agreement between the parties and no representations, inducements, promises or agreements, oral or otherwise, which are not embodied herein shall be effective for any purpose. This Agreement shall replace any previous agreement between the parties on the same subject matter. By mutual agreement, the parties to this Agreement may, from time to time, make written changes to any provision hereof. LexArts acknowledges that LFUCG may make such changes only upon approval of its legislative authority, the Lexington-Fayette Urban County Council, and the signature of its Mayor.

[Signature Page Follows]

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

LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT

LEXARTS, INC.

BY: \_\_\_\_\_  
LINDA GORTON, MAYOR

BY: \_\_\_\_\_  
CAMDEN SKIDMORE, CHAIR  
LEXARTS BOARD OF DIRECTORS

BY: \_\_\_\_\_  
AME SWEETALL, PRESIDENT AND  
CHIEF EXECUTIVE OFFICER

ATTEST:

ATTEST:

\_\_\_\_\_  
Abigail Allan  
Clerk of the Urban County Council  
DATE: \_\_\_\_\_

\_\_\_\_\_  
WITNESS: \_\_\_\_\_  
DATE: \_\_\_\_\_

## EXHIBIT “A”

### Lexington/Fayette Urban County Government Addendum for Services

#### LexArts

#### SCOPE OF WORK - FY 2026

##### SUPPORT TO THE ARTS COMMUNITY

- Operate ArtsPlace to provide affordable performance, rehearsal, office and studio space for non-profit arts organizations, individual artists and other cultural organizations;
- Lead and manage an annual Fund for the Arts in support of Lexington arts organizations, individual artists and the arts community;
- Distribute a minimum of \$575,000 annually (\$175,000.00 in addition to the \$400,000.00 in funds provided by LFUCG) to Lexington arts organizations and artists through operating support to Lexington’s most accomplished arts organizations and competitive community arts grants to arts organizations and individual artists;
- Provide technical assistance in the arts and arts advocacy for organizations, artists and the community at-large;
- Provide and promote quality arts experiences for the benefit of, and accessible to, all people and districts of Lexington-Fayette Co.;
- Provide leadership in local arts initiatives and develop and maintain collaborations and partnerships with local and state government, local agencies, community leaders, organizations, artists, and other stakeholders.

##### LEXARTS GOVERNANCE AND OPERATION

- Create and maintain appropriate grant documentation for all grant funds awarded by LexArts to individuals or organizations including signed grant agreement letters.
- Include current listing of grant awardees, with grant program, recipient, and amount of award on the LexArts website.
- Adopt and demonstrate best practices and standards for the governance and financial management of a non-profit arts organization. Utilize the following recommendations including:
  - **32 Board Oversight Recommendations, KY State Auditor,**  
<https://auditor.ky.gov/cpatools/Pages/32BoardOversightRecommendations.aspx>, and
  - **Kentucky Non-Profit Network Principals and Practices**

for **Non-Profit** **Excellence,**  
<https://www.kynonprofits.org/learn/best-practices-partnership>



## **LEXINGTON** **RECOGNITION OF THE CITY OF LEXINGTON**

- As LexArts largest annual donor, recognition of the City of Lexington should be clearly and appropriately included in all print materials, digital media and social media, websites, and in public presentations. Recognition for the City of Lexington's contribution for FY26 should include one, or both, of the following, as directed by LFUCG: (a) the Blue Horse/Lexington logo (in color); and/or (b) the following statement: *The City of Lexington is LexArts' largest annual donor, contributing \$400,000 in FY2026.*

**EXHIBIT "B"**

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**

**Partner Agency - LexArts**

**Quarterly Report - Fiscal Year 2026**

Partner Agency: LexArts

Quarterly Report # \_\_\_\_\_

Completed By: \_\_\_\_\_

**COMPLIANCE TO GRANT RECIPIENTS**

1. Provide copies of all checks of grants disbursements to GOS I and GOS II grant recipients. Number of GOS I and GOS II checks disbursed, and copies provided to LFUCG, this quarter: \_\_\_\_\_
2. Total Amount of GOS I and GOS II Grant Funds distributed this quarter: \$ \_\_\_\_\_
3. Total Amount of Other Grants (non-GOS) distributed this quarter: \$ \_\_\_\_\_
4. Total Amount of all Grant Funds to be Distributed in FY26: \$ \_\_\_\_\_

**SUPPORT TO THE ARTS COMMUNITY**

*(If additional space is needed, please attach additional pages with corresponding numbers clearly indicated.)*

5. **Number of LexArts events held at Arts Place this quarter**  
*(include here only public events presented by LexArts):* # \_\_\_\_\_

List events here:



6. **Estimated total attendance at above events:** # \_\_\_\_\_
7. **Number of arts organizations with offices, studios or regular programming at Arts Place:** # \_\_\_\_\_
8. **List above arts organizations and general use of rented space here, i.e. dance classes, theatre rehearsals, etc:**

<u>Organizations</u>	<u>Primary Use of Space</u>
----------------------	-----------------------------

9. **Number of individual artists with office/studio space at ArtsPlace:** # \_\_\_\_\_  
*List artists and general use of space here:*

<u>Artists</u>	<u>Primary Use of Space</u>
----------------	-----------------------------

10. **For Profit rental events held at Arts Place this quarter:** # \_\_\_\_\_  
*List events here as well as fee paid and estimated number of attendees:*

<u>Event</u>	<u>Fee Paid</u>	<u># of Attendees</u>
--------------	-----------------	-----------------------

**11. Community/Non-Profit rentals at Arts Place this quarter:** # \_\_\_\_\_  
*List events here as well as fee paid and estimated number of attendees:*

<b>Event</b>	<b>Fee Paid</b>	<b># of Attendees</b>
--------------	-----------------	-----------------------

**12. Number of Gallery Hop Sites:** # \_\_\_\_\_

**13. Number of LAN members:** # \_\_\_\_\_

**14. Number of LAN meetings this quarter:** # \_\_\_\_\_

**15. Average attendance at LAN meetings:** # \_\_\_\_\_

**16. Describe LexArts' efforts toward providing technical assistance and arts advocacy during this quarter:**

**17. Describe LexArts' efforts to provide and promote arts experiences throughout all districts of Lexington-Fayette Co.**

**18. Describe evidence of arts leadership and development of collaborations, partnerships and projects:**

*(If additional space is needed, please attach additional pages with corresponding numbers clearly indicated.)*

**LEXARTS GOVERNANCE AND ADMINISTRATION**

**19. Annual Fund Raising Initiatives this quarter:**

<b>Initiative</b>	<b>Goal</b>	<b>Amount Raised</b>
-------------------	-------------	----------------------

**20. Grant proposals submitted this quarter:**

<b>Funder</b>	<b>Purpose of Request</b>	<b>\$ Requested</b>	<b>Status</b>
---------------	---------------------------	---------------------	---------------

**21. Sponsorships received this quarter:**

<b>Sponsor</b>	<b>Purpose</b>	<b>Amount of sponsorship</b>
----------------	----------------	------------------------------

**22. Earned income this quarter:**

<b>Initiative</b>	<b>Revenue Generated</b>	<b>New or Recurring effort</b>
-------------------	--------------------------	--------------------------------

23. Total LexArts Budget for FY26

\$ \_\_\_\_\_

24. Describe specific new actions that has LexArts taken in the last quarter to adopt and demonstrate best practices in the governance and financial management of a non-profit arts organization:

**RECOGNITION OF CITY OF LEXINGTON**

25. List and submit examples of LexArts recognition of the City of Lexington as identified in Exhibit A.

Submit this form, along required attachments and print / social media materials identifying LexArts' recognition of the City of Lexington via Email by the dates required in the PSA to:

Jennifer Sutton, Administrative Office Sr.

[jsutton@lexingtonky.gov](mailto:jsutton@lexingtonky.gov)

RESOLUTION NO. \_\_\_\_\_ - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A PURCHASE OF SERVICE AGREEMENT WITH LEXARTS, INC., FOR VARIOUS SERVICES RELATING TO PROVIDING SUPPORT TO THE ARTS COMMUNITY AND COMMUNITY AT-LARGE, AT A COST NOT TO EXCEED \$400,000.00.

---

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 Purchase of Service Agreement, which is attached hereto and incorporated herein by reference, with LexArts, Inc., for various services relating to providing support to the arts community and community at-large, at a cost not to exceed \$400,000.00.

Section 2 – That an amount, not to exceed the sum of \$400,000.00, be and hereby is approved for payment to LexArts, Inc. from account #1101-900109-71101, 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

0625-25:TAH:4912-3854-7024, v. 1

RESOLUTION NO. 334 - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A PURCHASE OF SERVICE AGREEMENT WITH LEXARTS, INC., FOR VARIOUS SERVICES RELATING TO PROVIDING SUPPORT TO THE ARTS COMMUNITY AND COMMUNITY AT-LARGE, AT A COST NOT TO EXCEED \$400,000.00.

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 Purchase of Service Agreement, which is attached hereto and incorporated herein by reference, with LexArts, Inc., for various services relating to providing support to the arts community and community at-large, at a cost not to exceed \$400,000.00.

Section 2 – That an amount, not to exceed the sum of \$400,000.00, be and hereby is approved for payment to LexArts, Inc. from account #1101-900109-71101, 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: July 1, 2025

  
\_\_\_\_\_  
MAYOR

ATTEST:  
  
\_\_\_\_\_  
CLERK OF URBAN COUNTY COUNCIL  
0625-25:TAH:4912-3854-7024, v. 1

## PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT, made and entered into on the 2 day of July 2025, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the COMMONWEALTH OF KENTUCKY created pursuant to KRS Chapter 67A ("LFUCG"), 200 East Main Street, Lexington, Kentucky 40507, and **LEXARTS, INC.** ("LexArts"), with offices located at 161 North Mill Street, Lexington, Kentucky 40507, with an effective date of July 1, 2025.

### WITNESSETH

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth herein, the receipt and sufficiency of which are acknowledged, the LFUCG and LexArts hereby agree as follows:

1. **TERM.** This Agreement shall commence on July 1, 2025, and continuing for a period of twelve (12) months from that date unless within that period Government gives LexArts 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 LexArts.
2. **SCOPE OF SERVICES.** LexArts shall perform the services outlined in the attached Exhibit "A" – Addendum for Services for LFUCG in a timely, workmanlike and professional manner (the "Services").
3. **PAYMENT.** LFUCG shall pay LexArts a total amount not to exceed Four Hundred Thousand Dollars (\$400,000.00), which shall be payable in quarterly installments of One Hundred Thousand Dollars (\$100,000.00). The funds are limited to being used for payment to General Operating Support I ("GOS I") and General Operating Support II ("GOS II") organizations and may not be spent by LexArts for any other purpose without the prior written consent of LFUCG.
  - a. The first disbursement of \$100,000.00 will be distributed to LexArts upon LFUCG's receipt of a signed copy of this Agreement and LFUCG's receipt of the LexArts FY 24 audit.
  - b. LFUCG shall make subsequent disbursements under this Agreement upon receipt of timely submissions of quarterly invoices and Quarterly Report forms from LexArts, specifying the Services have been performed, and accompanied by data satisfactory to LFUCG to document GOS I and GOS II organizations have received timely payments from LexArts **per the payment timeline outlined in grant management letters**. LFUCG shall have thirty (30) days from the date of receipt of the Quarterly Report form and quarterly invoice to pay the disbursement. LFUCG reserves the right to refuse payment if it is determined by LFUCG that the Services performed or materials provided for the Services are inadequate or defective.



- c. LFUCG also reserves the right to reject any invoice submitted for services more than sixty (60) days after the services were rendered.

**4. TERMINATION.** LFUCG, through the Mayor or the Mayor's designee, may terminate this Agreement for any reason whatsoever by providing LexArts with at least thirty (30) days advance written notice. LexArts shall be entitled for payment of all work performed up to that period of time, calculated on a reasonable basis.

- a. In the event of a termination based upon a material condition of non-performance or default by LexArts, LFUCG shall provide LexArts advance written notice and a reasonable period of time to cure the breach.
- b. LexArts may only terminate this Agreement based upon LFUCG's failure to timely pay for properly invoiced and accepted work. LexArts shall provide LFUCG with at least thirty (30) days advance written notice and an opportunity to cure prior to termination.
- c. LexArts acknowledges that LFUCG is a governmental entity, and that the validity of this Agreement is based upon the availability of appropriated funding. In the event such funding is not appropriated in a future fiscal year, LFUCG's obligations under this Agreement shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to LexArts. LFUCG shall exercise any application of this provision in good faith.

**5. REPORTING.** LexArts shall complete and return to LFUCG Quarterly Report forms and required documentation, as provided by the Director of Arts & Cultural Affairs in Exhibit B, on the following dates: October 15, 2025; January 15, 2026; April 15, 2026; and July 15, 2026. By submitting the Quarterly Report forms and any additional forms and documentation reasonably required therewith, LexArts verifies and affirms that all information submitted is true, accurate, and complete to the best of its knowledge. The Quarterly Report forms shall be submitted to LFUCG electronically, unless otherwise requested by LFUCG. Report forms will be provided to and monitored by the Urban County Council. In addition, if requested by LFUCG, LexArts shall be required to present an in-person presentation and progress report as to its activities annually, or as additionally required, before the Urban County Council. This may require in-person presentations or appearances by LexArts at Urban County Council Committee meetings or Urban County Council meetings, at LFUCG's discretion.

- a. LexArts must provide LFUCG with copies of the grant management letters provided to all GOS I and GOS II organizations to be awarded a grant. Each letter must disclose payment timeline for grant payments to organizations.
- b. At the beginning of FY26, one comprehensive schedule of grant payments to be made in FY26, with recipient contact information, shall be provided to LFUCG.
- c. LexArts must submit a report of grant payments made, along with copies of checks, paid to each GOS I and GOS II grant recipient each quarter.

6. **REGISTRATION; COMPLIANCE; AUTHORITY TO SIGN.** LexArts shall be lawfully registered or authorized to do business in the Commonwealth of Kentucky and Lexington-Fayette County and shall at all times comply with any and all applicable federal, state, and local laws, ordinances, and regulations. LFUCG may request proof that LexArts has timely filed federal, state, or local tax forms which shall be provided by LexArts on a timely basis. The person signing this Agreement on behalf of LexArts is fully authorized to do so.

7. **INDEMNITY.** LexArts shall indemnify, defend, and hold harmless Government, its officers, agents and employees against any claim or liability arising from and based on LexArts' violation of any such laws, ordinances or regulations. This provision shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Agreement. LexArts understands that LFUCG is a political subdivision of the Commonwealth of Kentucky and acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend LexArts in any manner.

8. **INSURANCE.** LexArts shall maintain, for the duration of this Agreement, appropriate insurance coverage through a company with an A.M. Best rating of "A" or better as follows:

- a. Commercial General Liability (CGL) insurance written with the minimum amount of \$1,000,000.00 per occurrence with an aggregate of not less than \$2,000,000.00.
- b. Automobile Liability insurance with the minimum amount of \$1,000,000.00 per occurrence only if LexArts utilizes automobiles in the performance of this Agreement
- c. Workers Compensation insurance within the statutory limits
- d. Employers' Liability insurance written with the minimum amount of \$100,000.00.
- e. Excess/Umbrella Liability insurance with the minimum amount of \$1,000,000.00 per occurrence
- f. Professional (E&O) Liability with the minimum amount of \$1,000,000.00 per claim

9. **RECORDS.** LexArts shall keep and make available to LFUCG any records related to this Agreement as are necessary to support its performance of the services for a period of at least five (5) years following the expiration or termination of this Agreement, or as otherwise required depending upon the source of funds. Books of accounts shall be kept by LexArts and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of LexArts related to this Agreement and shall be made available to LFUCG upon request.

- a. LFUCG shall be the owner of all final documents, data, studies, plans, reports, and information prepared by LexArts under this Agreement.

- b. LexArts understands and agrees that this Agreement and any related documents may be subject to disclosure under the Kentucky Open Records Act and will comply with any reasonable request by LFUCG to provide assistance with such a request.
10. **ACCESS.** LexArts shall allow LFUCG any necessary reasonable access to monitor its performance under this Agreement.
11. **CONTRACTUAL RELATIONSHIP ONLY.** 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.
12. **EQUAL OPPORTUNITY; FAIRNESS ORDINANCE.** LexArts 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. LexArts 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.
13. **SEXUAL HARASSMENT.** LexArts must adopt or have adopted 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 LexArts conducts business. The policy shall be made available to LFUCG upon request.
14. **ANNUAL AUDIT.** LexArts 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 LFUCG each year of the Agreement.
15. **INVESTMENT.** Any investment of the funds received pursuant to this Agreement must fully comply with any restrictions imposed by law.
16. **NO ASSIGNMENT; NO THIRD PARTY RIGHTS.** LexArts may not assign any of its rights and duties under this Agreement without the prior written consent of LFUCG. This Agreement does not create a contractual relationship with or right of action in favor of a third party against either LexArts or LFUCG.

17. **KENTUCKY LAW AND VENUE.** 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.

18. **NOTICE.** Any written notice required by the Agreement shall be delivered by certified mail, return receipt requested, to the following:

For LexArts:

LexArts, Inc.  
161 North Mill Street  
Lexington, Kentucky 40507  
Attn: Ame Sweetall, President & Chief Executive Officer  
(or as otherwise designated in writing by LexArts)

For Government:

Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, Kentucky 40507  
Attn: Heather Lyons, Director, Arts & Cultural Affairs, Mayor's Office

19. **WAIVER.** 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.

20. **ENTIRE AGREEMENT; AMENDMENTS.** This Agreement shall constitute the entire agreement between the parties and no representations, inducements, promises or agreements, oral or otherwise, which are not embodied herein shall be effective for any purpose. This Agreement shall replace any previous agreement between the parties on the same subject matter. By mutual agreement, the parties to this Agreement may, from time to time, make written changes to any provision hereof. LexArts acknowledges that LFUCG may make such changes only upon approval of its legislative authority, the Lexington-Fayette Urban County Council, and the signature of its Mayor.

[Signature Page Follows]

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

LEXARTS, INC.

BY: *Linda Gorton*  
LINDA GORTON, MAYOR

BY: *[Signature]*  
CAMDEN SKIDMORE, CHAIR  
LEXARTS BOARD OF DIRECTORS

BY: *[Signature]*  
AME SWEETALL, PRESIDENT AND  
CHIEF EXECUTIVE OFFICER

ATTEST:

ATTEST:

*Abigail Allan Mackenzie Stock*  
Abigail Allan Mackenzie Stock  
Clerk of the Urban County Council  
DATE: 7/2/2025

*[Signature]*  
WITNESS: Will Chevront  
DATE: 6/17/25





# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0626-25**

**File ID:** 0626-25

**Type:** Resolution

**Status:** Approved

**Version:** 1

**Contract #:** 190-2025

**In Control:** Urban County Council

**File Created:** 06/17/2025

**File Name:** LexHistory Museum PSA FY26

**Final Action:** 07/01/2025

**Title:** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Purchase of Service Agreement with the Lexington History Museum, Inc., for the management and operation of a history museum, at a cost not to exceed the sum of \$261,300 in FY 2026. [Office of Chief Administrative Officer, Hamilton]

**Notes:** RIO 6/24/2025. MS

SAF in the CCO. Returned to Jennifer Sutton 7/2/2025. MS

**Sponsors:**

**Enactment Date:** 07/01/2025

**Attachments:** FY 26 Bluesheet Memo\_LexHistory - Final, FY 26 History Museum PSA (Final), RESO 0626-25 Lex History Museum PSA 4924-4650-6576 v.1.docx, R-335-2025, 190-2025 - 335-2025 - CONTRACT - 2025 - CLK - Contracts - 6-18-2025

**Enactment Number:** R-335-2025

**Deed #:**

**Hearing Date:**

**Drafter:** Jennifer Sutton

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	06/24/2025	Approved and Referred to Docket	Urban County Council	06/26/2025		Pass
1	Urban County Council	06/26/2025	Received First Reading	Urban County Council	07/01/2025		
1	Urban County Council	07/01/2025	Approved				Pass

### Text of Legislative File 0626-25

**Title**

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Purchase of Service Agreement with the Lexington History Museum, Inc., for the management and operation of a history museum, at a cost not to exceed the sum of

\$261,300 in FY 2026. [Office of Chief Administrative Officer, Hamilton]

**Summary**

Authorization to approve Purchase of Service Agreement with the Lexington History Museum, Inc., to provide \$261,300 in funding for the management and operation of a history museum for a period of one year, beginning July 1, 2025. The Agreement is automatically renewable for up to four (4) additional terms of one (1) year each, unless terminated. Funds are Budgeted. (L0626-25)(Angelucci/Hamilton)

Budgetary Implications [select]: [Yes]/Yes

Advance Document Review:

**Law:** { Select [Yes]/No, Completed by [Tiffany Holsky, 6/16/25]}

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

Fully Budgeted [select]: Funded in FY 26

Account Number: 1101-900703-0001-71101

This Fiscal Year Impact: \$261,300.00

Annual Impact: \$

Project:

Activity:

Budget Reference:

Current Balance: FY 26 Budget \$261,300.00



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

**FROM:** Jennifer Sutton  
Administrative Officer, Sr  
Office of the Chief Administrative Officer

**DATE:** June 16th, 2025

**SUBJECT:** Purchase of Service Agreement with Lexington History Museum

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**Request:**

Approval of a Purchase of Service Agreement with the Lexington History Museum, Inc., to provide \$261,300 in funding for the management and operation of a history museum for a period of one year, beginning July 1, 2025. The agreement is automatically renewable for up to four (4) additional terms of one (1) year each, unless terminated.

**Purpose:**

The Purchase of Service Agreement between LFUCG and the Lexington History Museum, Inc. establishes the agreed upon protocol for disbursement of funds and the scope of work relating to the funds. The funds are to be used for the management and operation of a history museum whose goal is to collect and preserve the history of Lexington, maintaining a physical location for a history museum in Lexington-Fayette County, and collecting, archiving, and preserving records and artifacts of Lexington's history.

Government may terminate this Agreement for any reason by providing thirty (30) days advance written notice of termination, in which case this Agreement shall terminate automatically without need of any additional notice.

**Budgetary Implication:**

The cost for this FY26 is: \$261,300  
Funds are budgeted.  
Account number: 1101-900703-0001-71101

**File Number:** 0626-25

Angelucci/Hamilton





## **PURCHASE OF SERVICE AGREEMENT**

THIS PURCHASE OF SERVICE AGREEMENT, made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_ 2022, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the COMMONWEALTH OF KENTUCKY created pursuant to KRS Chapter 67A ("LFUCG"), 200 East Main Street, Lexington, Kentucky 40507, and **THE LEXINGTON HISTORY MUSEUM, INC.**, a Kentucky corporation, ("Organization") with offices located at 210 North Broadway Street, Lexington, Kentucky 40508.

### **WITNESSETH**

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth herein, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

- 1. EFFECTIVE DATE; TERM.** This Agreement shall commence on July 1, 2025 and shall last for a period of one (1) year unless terminated by LFUCG at an earlier time. The Agreement is automatically renewable for up to four (4) additional terms of one (1) year each, unless the Agreement is terminated as provided in Section 5 herein.
- 2. RELATED DOCUMENTS.** This Agreement shall consist of the terms 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" – Scope of Work

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".

- 3. SCOPE OF SERVICES.** Organization shall perform the services outlined in the attached Exhibit "A" – Scope of Work for LFUCG in a timely, workmanlike and professional manner (the "Services").
- 4. PAYMENT.** LFUCG shall pay Organization a total amount not to exceed Two Hundred Sixty-One Thousand and Three Hundred Dollars and 00/100 Cents (\$261,300.00) for the performance of the Services. One-fourth (1/4th) of the amount owed shall be payable each quarter upon receipt of an invoice and upon the timely submission of all reports required in Section 6 herein for the relevant quarter, subject to any extensions granted in writing by LFUCG (which, if granted, shall not constitute a waiver of the reporting requirements as set forth herein). 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 LFUCG. Absent any additional written agreement stating otherwise, any travel or other expenses are included in the above payment.

- a. Subject to any extensions granted in writing by LFUCG, LFUCG shall make payment under this Agreement upon submission of an invoice(s) from Organization accompanied by data satisfactory to LFUCG to document entitlement to payment for the Services. LFUCG shall have thirty (30) days from the date of receipt of an invoice to provide payment. If Organization does not timely provide the aforesaid deliverables, or if it is determined by LFUCG that the Services performed or the deliverables provided are inadequate or defective, LFUCG shall have the option to grant an extension, to refuse payment, and/or to demand repayment.
- b. LFUCG reserves the right to reject any invoice submitted for services more than sixty (60) days after the services were rendered.
- c. If this Agreement is renewed for an additional term, then the amount of funds provided in any additional term shall be based upon the amount which is approved by the Urban County Council as part of the LFUCG's Annual Budget, and those Funds will be payable in the same manner as provided herein.

**5. TERMINATION.** LFUCG, through the Mayor or the Mayor's designee, may terminate this Agreement for any reason whatsoever by providing Organization with at least thirty (30) days advance written notice. Organization shall be entitled for payment of all work performed up to that period of time, calculated on a reasonable basis.

- a. In the event of a termination based upon a material condition of non-performance or default by Organization, LFUCG shall provide Organization advance written notice and a reasonable period of time to cure the breach.
- b. Organization may only terminate this Agreement based upon LFUCG's failure to timely pay for properly invoiced and accepted work. Organization shall provide LFUCG with at least thirty (30) days advance written notice and an opportunity to cure prior to termination.
- c. Organization acknowledges that LFUCG is a governmental entity, and that the validity of this Agreement is based upon the availability of appropriated funding. In the event that such funding is not appropriated in a future fiscal year, LFUCG's obligations under this Agreement shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Organization. LFUCG shall exercise any application of this provision in good faith.

**6. REPORTING.** Subject to any extensions granted in writing by LFUCG (which, if granted, shall not constitute a waiver of the reporting requirements set forth herein), Organization shall provide LFUCG with timely reports and updates related to the

provisions of the Services in the form and manner reasonably specified by LFUCG. Unless extended in writing by LFUCG, the Organization shall submit various reports to LFUCG on the dates stated herein.

- a. On January 30 and July 30 of each calendar year, the Organization shall submit a biannual report that reflects the status and progress toward satisfaction of all deliverables identified in Exhibit A, which shall include but not be limited to: Quarterly financial report materials; Copy of attendance logs to museum exhibits; Data on website traffic, social media reach and responses, email communications, and programming/event outreach and outcomes; Rosters of members of two partnership groups (LexHistory Partnership Council and the Lexington History Collective); meeting minutes; documents that reflect input and recommendations the groups make.
- b. On January 30, April 30, July 30, and October 30 of each calendar year, the Organization shall submit a quarterly report including: A financial statement, including a Profit and Loss Statement or its equivalent; All fundraising and sponsorship activities (outlined by source of funds: individuals, corporations, foundations, organizations, trusts/estates)
- c. On November 15 of each calendar year, Organization shall also submit a completed IRS Form 990.

**7. REGISTRATION; COMPLIANCE; AUTHORITY TO SIGN.** Organization shall be lawfully registered or authorized to do business in the Commonwealth of Kentucky and Lexington-Fayette County and shall at all times comply with any and all applicable federal, state, and local laws, ordinances, and regulations. LFUCG may request proof that Organization has timely filed federal, state, or local tax forms which shall be provided by Organization on a timely basis. The person signing this Agreement on behalf of Organization is fully authorized to do so.

**8. INSURANCE; INDEMNITY.**

a. 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), only if Organization utilizes automobiles in the performance of this Agreement; (if applicable) Professional Liability (\$1 million per occurrence, \$2 million aggregate); Worker's Compensation (Statutory); and Employer's Liability (\$1 million).

b. Organization shall indemnify, defend and hold harmless 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, 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 Organization or its officials, employees, or agents; and (b) not caused solely by willful misconduct of LFUCG.

c. Organization understands and agrees that its obligation to defend LFUCG 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 LFUCG, which approval shall not be unreasonably withheld.

d. Organization further understands and agrees that its 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 LFUCG, and damage to, or destruction of, any property, including the property of LFUCG.

e. This provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this Agreement.

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

**9. RECORDS.** Organization shall keep and make available to LFUCG any records related to this Agreement as are necessary to support its performance of the services for a period of at least five (5) years following the expiration or termination of this Agreement, or as otherwise required depending upon the source of funds. Books of accounts shall be kept by Organization and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of Organization related to this Agreement and shall be made available to LFUCG upon request.

a. LFUCG shall be the owner of all final documents, data, studies, plans, reports, and information prepared by Organization under this Agreement.

b. Organization understands and agrees that this Agreement and any related documents may be subject to disclosure under the Kentucky Open Records Act and will comply with any reasonable request by LFUCG to provide assistance with such a request.

**10. ACCESS.** Organization shall allow LFUCG any necessary reasonable access to monitor its performance under this Agreement.

**11. CONTRACTUAL RELATIONSHIP ONLY.** 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.

**12. EQUAL OPPORTUNITY; FAIRNESS ORDINANCE.** 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.

**13. SEXUAL HARASSMENT.** Organization must adopt or have adopted 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 made available to LFUCG upon request.

**14. ANNUAL AUDIT.** Organization shall comply with the audit requirements of 200 CFR Part 200, Subpart F, if applicable. LFUCG shall also have the option to request an audit of all revenue and expenditures related to this Agreement. If such an audit is requested by LFUCG, the audit shall be conducted by independent certified public accountants at Organization's expense, 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. For any audit performed, including a 200 CFR Part 200 audit, a copy of the audit, or clean audit opinion letter from an independent certified public accountant, shall be submitted to LFUCG upon request.

**15. INVESTMENT.** Any investment of the funds received pursuant to this Agreement must fully comply with any restrictions imposed by law.

**16. NO ASSIGNMENT.** Organization may not assign any of its rights and duties under this Agreement without the prior written consent of LFUCG.

**17. NO THIRD PARTY RIGHTS.** This Agreement does not create a contractual relationship with or right of action in favor of a third party against either Organization or LFUCG.

**18. KENTUCKY LAW AND VENUE.** 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.

**19. AMENDMENTS.** By mutual agreement, the parties to this Agreement may, from time to time, make written changes to any provision hereof. Organization acknowledges that LFUCG may make such changes only upon approval of its legislative authority, the Lexington-Fayette Urban County Council, and the signature of its Mayor.

**20. NOTICE.** Any written notice required by the Agreement shall be delivered by certified mail, return receipt requested, to the following:

For Organization:

THE LEXINGTON HISTORY MUSEUM, INC.  
210 North Broadway Street  
Lexington, Kentucky 40508.  
Attn: Mandy Higgins

For Government:

Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, Kentucky 40507  
Attn: Hilary Angelucci

**21. WAIVER.** 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.

**22. ENTIRE AGREEMENT.** This Agreement shall constitute the entire agreement between the parties and no representations, inducements, promises or agreements, oral or otherwise, which are not embodied herein shall be effective for any purpose. This Agreement shall replace any previous agreement between the parties on the same subject matter.

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:

\_\_\_\_\_  
Clerk of the Urban County Council

THE LEXINGTON HISTORY MUSEUM, INC.

BY: \_\_\_\_\_  
ITS: \_\_\_\_\_

\_\_\_\_\_  
ATTEST:

\_\_\_\_\_  
WITNESS: \_\_\_\_\_

DATE: \_\_\_\_\_

## **EXHIBIT "A"**

### **Lexington/Fayette Urban County Government Addendum for Services**

#### **Exhibit "A"**

#### **Lexington History Museum**

#### **Scope of Work**

- a. Management and operation of a history museum whose goal is to collect and preserve the history of Lexington.
- b. Maintain a physical location for a history museum in Lexington-Fayette County.
- c. Collect, archive, and preserve the essential, relevant, and accurate records and artifacts of Lexington's history. Maintain a complete collection inventory in accordance with established museum industry standards, to be provided upon request.
- d. Form and lead strategic partnerships that maximize capacity, resources, outreach, and impact the history of Lexington.
- e. Present, organize and participate in museum exhibits, programs, events and community initiatives that promote the history of Lexington and the history museum as an organization.
- f. Continue to seek support from individuals, businesses, foundations, organizations and other grant-making sources so that the LFUCG is not the only financial partner of the history museum.
- g. Submit quarterly financial reports, including the following:
  - a. Financial statement, including a Profit and Loss Statement or its equivalent
  - b. All fundraising and sponsorship activities (outlined by source of funds: individuals, corporations, foundations, organizations, trusts/estates)
- h. Submit biannual report with financials, including the following:
  - d. Quarterly financial report materials (outlined above)
  - e. Copy of attendance logs to museum exhibits
  - f. Data on website traffic, social media reach and responses, email communications, and programming/event outreach and outcomes
  - g. Rosters of members of two partnership groups (LexHistory Partnership Council and the Lexington History Collective); meeting minutes; documents that reflect input and recommendations the groups make



RESOLUTION NO. \_\_\_\_\_ - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A PURCHASE OF SERVICE AGREEMENT WITH THE LEXINGTON HISTORY MUSEUM, INC., FOR THE MANAGEMENT AND OPERATION OF A HISTORY MUSEUM, AT A COST NOT TO EXCEED THE SUM OF \$261,300.00 IN FY 2026.

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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 to execute a Purchase of Service Agreement, which is attached hereto and incorporated herein by reference, with The Lexington History Museum, Inc., for the management and operation of a history museum.

Section 2 – That an amount, not to exceed the sum of \$261,300.00 in FY 2026, be and hereby is approved for payment to The Lexington History Museum, Inc., from account #1101-900703-71101, pursuant to the terms of the Agreement, with future fiscal years contingent upon the appropriation of sufficient funds.

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

PASSED URBAN COUNTY COUNCIL:

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MAYOR

ATTEST:

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CLERK OF URBAN COUNTY COUNCIL

0626-25:TAH:4924-4650-6576, v. 1

RESOLUTION NO. 335 - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A PURCHASE OF SERVICE AGREEMENT WITH THE LEXINGTON HISTORY MUSEUM, INC., FOR THE MANAGEMENT AND OPERATION OF A HISTORY MUSEUM, AT A COST NOT TO EXCEED THE SUM OF \$261,300.00 IN FY 2026.

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, which is attached hereto and incorporated herein by reference, with The Lexington History Museum, Inc., for the management and operation of a history museum.

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

PASSED URBAN COUNTY COUNCIL: July 1, 2025

*Linda Gorton*

MAYOR

ATTEST:

*[Signature]*

CLERK OF URBAN COUNTY COUNCIL

0626-25:TAH:4924-4650-6576, v. 1

**PURCHASE OF SERVICE AGREEMENT**

THIS PURCHASE OF SERVICE AGREEMENT, made and entered into on the Two day of 18 2025, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the COMMONWEALTH OF KENTUCKY created pursuant to KRS Chapter 67A ("LFUCG"), 200 East Main Street, Lexington, Kentucky 40507, and **THE LEXINGTON HISTORY MUSEUM, INC.**, a Kentucky corporation, ("Organization") with offices located at 210 North Broadway Street, Lexington, Kentucky 40508.

**WITNESSETH**

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth herein, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

1. **EFFECTIVE DATE; TERM.** This Agreement shall commence on July 1, 2025 and shall last for a period of one (1) year unless terminated by LFUCG at an earlier time. The Agreement is automatically renewable for up to four (4) additional terms of one (1) year each, unless the Agreement is terminated as provided in Section 5 herein.
2. **RELATED DOCUMENTS.** This Agreement shall consist of the terms 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" – Scope of Work

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".

3. **SCOPE OF SERVICES.** Organization shall perform the services outlined in the attached Exhibit "A" – Scope of Work for LFUCG in a timely, workmanlike and professional manner (the "Services").
4. **PAYMENT.** LFUCG shall pay Organization a total amount not to exceed Two Hundred Sixty-One Thousand and Three Hundred Dollars and 00/100 Cents (\$261,300.00) for the performance of the Services. One-fourth (1/4th) of the amount owed shall be payable each quarter upon receipt of an invoice and upon the timely submission of all reports required in Section 6 herein for the relevant quarter, subject to any extensions granted in writing by LFUCG (which, if granted, shall not constitute a waiver of the reporting requirements as set forth herein). 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 LFUCG. Absent any additional written agreement stating otherwise, any travel or other expenses are included in the above payment.

- a. Subject to any extensions granted in writing by LFUCG, LFUCG shall make payment under this Agreement upon submission of an invoice(s) from Organization accompanied by data satisfactory to LFUCG to document entitlement to payment for the Services. LFUCG shall have thirty (30) days from the date of receipt of an invoice to provide payment. If Organization does not timely provide the aforesaid deliverables, or if it is determined by LFUCG that the Services performed or the deliverables provided are inadequate or defective, LFUCG shall have the option to grant an extension, to refuse payment, and/or to demand repayment.
- b. LFUCG reserves the right to reject any invoice submitted for services more than sixty (60) days after the services were rendered.
- c. If this Agreement is renewed for an additional term, then the amount of funds provided in any additional term shall be based upon the amount which is approved by the Urban County Council as part of the LFUCG's Annual Budget, and those Funds will be payable in the same manner as provided herein.

**5. TERMINATION.** LFUCG, through the Mayor or the Mayor's designee, may terminate this Agreement for any reason whatsoever by providing Organization with at least thirty (30) days advance written notice. Organization shall be entitled for payment of all work performed up to that period of time, calculated on a reasonable basis.

- a. In the event of a termination based upon a material condition of non-performance or default by Organization, LFUCG shall provide Organization advance written notice and a reasonable period of time to cure the breach.
- b. Organization may only terminate this Agreement based upon LFUCG's failure to timely pay for properly invoiced and accepted work. Organization shall provide LFUCG with at least thirty (30) days advance written notice and an opportunity to cure prior to termination.
- c. Organization acknowledges that LFUCG is a governmental entity, and that the validity of this Agreement is based upon the availability of appropriated funding. In the event that such funding is not appropriated in a future fiscal year, LFUCG's obligations under this Agreement shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Organization. LFUCG shall exercise any application of this provision in good faith.

**6. REPORTING.** Subject to any extensions granted in writing by LFUCG (which, if granted, shall not constitute a waiver of the reporting requirements set forth herein), Organization shall provide LFUCG with timely reports and updates related to the

provisions of the Services in the form and manner reasonably specified by LFUCG. Unless extended in writing by LFUCG, the Organization shall submit various reports to LFUCG on the dates stated herein.

- a. On January 30 and July 30 of each calendar year, the Organization shall submit a biannual report that reflects the status and progress toward satisfaction of all deliverables identified in Exhibit A, which shall include but not be limited to: Quarterly financial report materials; Copy of attendance logs to museum exhibits; Data on website traffic, social media reach and responses, email communications, and programming/event outreach and outcomes; Rosters of members of two partnership groups (LexHistory Partnership Council and the Lexington History Collective); meeting minutes; documents that reflect input and recommendations the groups make.
- b. On January 30, April 30, July 30, and October 30 of each calendar year, the Organization shall submit a quarterly report including: A financial statement, including a Profit and Loss Statement or its equivalent; All fundraising and sponsorship activities (outlined by source of funds: individuals, corporations, foundations, organizations, trusts/estates)
- c. On November 15 of each calendar year, Organization shall also submit a completed IRS Form 990.

**7. REGISTRATION; COMPLIANCE; AUTHORITY TO SIGN.** Organization shall be lawfully registered or authorized to do business in the Commonwealth of Kentucky and Lexington-Fayette County and shall at all times comply with any and all applicable federal, state, and local laws, ordinances, and regulations. LFUCG may request proof that Organization has timely filed federal, state, or local tax forms which shall be provided by Organization on a timely basis. The person signing this Agreement on behalf of Organization is fully authorized to do so.

**8. INSURANCE; INDEMNITY.**

a. 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), only if Organization utilizes automobiles in the performance of this Agreement; (if applicable) Professional Liability (\$1 million per occurrence, \$2 million aggregate); Worker's Compensation (Statutory); and Employer's Liability (\$1 million).

b. Organization shall indemnify, defend and hold harmless 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, 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 Organization or its officials, employees, or agents; and (b) not caused solely by willful misconduct of LFUCG.

c. Organization understands and agrees that its obligation to defend LFUCG 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 LFUCG, which approval shall not be unreasonably withheld.

d. Organization further understands and agrees that its 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 LFUCG, and damage to, or destruction of, any property, including the property of LFUCG.

e. This provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this Agreement.

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

9. **RECORDS.** Organization shall keep and make available to LFUCG any records related to this Agreement as are necessary to support its performance of the services for a period of at least five (5) years following the expiration or termination of this Agreement, or as otherwise required depending upon the source of funds. Books of accounts shall be kept by Organization and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of Organization related to this Agreement and shall be made available to LFUCG upon request.

a. LFUCG shall be the owner of all final documents, data, studies, plans, reports, and information prepared by Organization under this Agreement.

b. Organization understands and agrees that this Agreement and any related documents may be subject to disclosure under the Kentucky Open Records Act and will comply with any reasonable request by LFUCG to provide assistance with such a request.

**10. ACCESS.** Organization shall allow LFUCG any necessary reasonable access to monitor its performance under this Agreement.

**11. CONTRACTUAL RELATIONSHIP ONLY.** 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.

**12. EQUAL OPPORTUNITY; FAIRNESS ORDINANCE.** 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.

**13. SEXUAL HARASSMENT.** Organization must adopt or have adopted 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 made available to LFUCG upon request.

**14. ANNUAL AUDIT.** Organization shall comply with the audit requirements of 200 CFR Part 200, Subpart F, if applicable. LFUCG shall also have the option to request an audit of all revenue and expenditures related to this Agreement. If such an audit is requested by LFUCG, the audit shall be conducted by independent certified public accountants at Organization's expense, 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. For any audit performed, including a 200 CFR Part 200 audit, a copy of the audit, or clean audit opinion letter from an independent certified public accountant, shall be submitted to LFUCG upon request.

**15. INVESTMENT.** Any investment of the funds received pursuant to this Agreement must fully comply with any restrictions imposed by law.

**16. NO ASSIGNMENT.** Organization may not assign any of its rights and duties under this Agreement without the prior written consent of LFUCG.

**17. NO THIRD PARTY RIGHTS.** This Agreement does not create a contractual relationship with or right of action in favor of a third party against either Organization or LFUCG.

**18. KENTUCKY LAW AND VENUE.** 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.

**19. AMENDMENTS.** By mutual agreement, the parties to this Agreement may, from time to time, make written changes to any provision hereof. Organization acknowledges that LFUCG may make such changes only upon approval of its legislative authority, the Lexington-Fayette Urban County Council, and the signature of its Mayor.

**20. NOTICE.** Any written notice required by the Agreement shall be delivered by certified mail, return receipt requested, to the following:

For Organization:

THE LEXINGTON HISTORY MUSEUM, INC.  
210 North Broadway Street  
Lexington, Kentucky 40508.  
Attn: Mandy Higgins

For Government:

Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, Kentucky 40507  
Attn: Hilary Angelucci

**21. WAIVER.** 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.

**22. ENTIRE AGREEMENT.** This Agreement shall constitute the entire agreement between the parties and no representations, inducements, promises or agreements, oral or otherwise, which are not embodied herein shall be effective for any purpose. This Agreement shall replace any previous agreement between the parties on the same subject matter.



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:

Mackenzie Gock  
Clerk of the Urban County Council

*Deputy*

THE LEXINGTON HISTORY MUSEUM, INC.

BY: [Signature]  
ITS: \_\_\_\_\_

\_\_\_\_\_  
ATTEST:

\_\_\_\_\_  
WITNESS:

\_\_\_\_\_  
DATE:

## **EXHIBIT "A"**

### Lexington/Fayette Urban County Government Addendum for Services

#### **Exhibit "A"**

#### **Lexington History Museum**

#### **Scope of Work**

- a. Management and operation of a history museum whose goal is to collect and preserve the history of Lexington.
- b. Maintain a physical location for a history museum in Lexington-Fayette County.
- c. Collect, archive, and preserve the essential, relevant, and accurate records and artifacts of Lexington's history. Maintain a complete collection inventory in accordance with established museum industry standards, to be provided upon request.
- d. Form and lead strategic partnerships that maximize capacity, resources, outreach, and impact the history of Lexington.
- e. Present, organize and participate in museum exhibits, programs, events and community initiatives that promote the history of Lexington and the history museum as an organization.
- f. Continue to seek support from individuals, businesses, foundations, organizations and other grant-making sources so that the LFUCG is not the only financial partner of the history museum.
- g. Submit quarterly financial reports, including the following:
  - a. Financial statement, including a Profit and Loss Statement or its equivalent
  - b. All fundraising and sponsorship activities (outlined by source of funds: individuals, corporations, foundations, organizations, trusts/estates)
- h. Submit biannual report with financials, including the following:
  - d. Quarterly financial report materials (outlined above)
  - e. Copy of attendance logs to museum exhibits
  - f. Data on website traffic, social media reach and responses, email communications, and programming/event outreach and outcomes
  - g. Rosters of members of two partnership groups (LexHistory Partnership Council and the Lexington History Collective); meeting minutes; documents that reflect input and recommendations the groups make